



## COMMISSION MEETING AGENDA

Commission Chamber  
Tuesday, April 15, 2025  
2:00 PM

### INVOCATION

Reverend David B. Hunter, Senior Pastor, Lutheran Church of the Resurrection

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

### RECOGNITION(S)

- A.** **Congratulations! Mr. Thomas Arthur**, Tax Assessors Office March 2025 Employee of Month and March 2025 Years of Service 25-50 year recipients

### DELEGATION(S)

- B.** **Ms. Yolanda Brooks** regarding Safe at Home Law and Construction Eviction.
- C.** **Ms. Florence Henley** and **Mr. Alpha Louis** regarding police presence at Tiffany's Eatery on 828 Broad Street.
- D.** **Ms. Kari Viola-Brooke** update on work being done at Child Enrichment to respond to and prevent child abuse in Richmond County.
- E.** **Mr. Moses Todd** from I Love Augusta to the next agenda to discuss addendum items, consent agendas, open meeting Act, 48 business hours public notice, Addendum items trigger Citizens right to public discussion before a vote, and Supermajority of the commission.

### CONSENT AGENDA

*(Items 1-7)*

### PLANNING

- 1.** **Z-25-13** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Mark Staelens on behalf of Rising from the Ashes III, LLC requesting to amend LI (Light Industrial) zoning conditions from zoning case Z-23-32 to allow automobile body and fender repair, affecting properties containing approximately 3.36 acres located at 1810 and 1812 Gordon Highway. Tax Map #'s 070-2-049-00-0 & 070-2-049-01-0.
- 2.** **Z-25-15** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Kevin R. McDade requesting a rezoning from zone R-MH (Manufactured Home Residential) to zone B-2 (General Business) to develop an event venue, affecting properties containing approximately 10.34 acres located at 4149 and 4159 Woodard Avenue. Tax Map #'s 154-0-015-00-0 & 154-0-016-00-0.

- 3. Z-25-16** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by Allen B. Mealing requesting a rezoning from zone R-1A (One-Family Residential) to zone LI (Light Industry) to develop a storage yard for commercial vehicles, affecting property containing approximately 3.77 acres located at 3035 Old Mcduffie Road. Tax Map # 083-0-114-00-0.
- 4. Z-25-18** – A petition by the City of Augusta requesting a rezoning from zone R-1A (One-Family Residential) to zone B-1 (Neighborhood Business) to develop a community event center, affecting property containing approximately 0.22 acres located at 3301 Milledgeville Road. Tax Map # 069-2-032-00.
- 5. Z-25-17** – A request for concurrence with the Augusta Planning Commission to **DENY** a petition by JSMG Development, LLC requesting a rezoning from zone R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a townhome community of 72 units, affecting property containing approximately 11.22 acres located at 1514 Goshen Circle. Tax Map # 199-0-003-00-0.
- 6. SE-25-04** – A request for concurrence with the Augusta Planning Commission to **APPROVE** a petition by petition by Celina Lofton on behalf of Christopher A. Wright requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients affecting property containing approximately 0.24 acres located at 3622 Sturnidae Drive. Tax Map #119-0-303-00-0. Zoned R-1C (One-family Residential).

#### **PETITIONS AND COMMUNICATIONS**

- 7.** Motion to **approve** the minutes of the April 1, 2025 Commission Meeting held April 1, 2025.

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

#### **AUGUSTA COMMISSION REGULAR AGENDA**

(Items 8-34)

#### **PUBLIC SERVICES**

- 8. A.N. 25-20 – New Location: Retail Package Beer and Wine with Sunday Sales, Mark Coburn Jr.,** Applicant for the **Downtown Corner Store II**, located at 1018 Broad Street. District 1, Super District 9
- 9.** Motion to approve the award of contract for RFP 25-139 Design Services for the May Park Improvement Project & RFP 25-142 Design Services for the Boykin Road Improvement Project to CHA Consulting, Inc. Award is contingent upon receipt of signed agreement and associated documents.
- 10. A.N. 25-20 – New Location: Retail Package Beer and Wine with Sunday Sales, Mark Coburn Jr.,** Applicant for the **Downtown Corner Store II**, located at 1018 Broad Street. District 1, Super District 9



- 11.** Motion to **approve** a Construction Contract to E.R. Snell in the amount of \$589,789.50 for the mill, overlay, and extension of the existing Cargo Road. **(Bid 24-272)**
- 12.** Motion to **approve** Upgrade of Airport Fire Alarm Computer System.
- 13.** Motion to approve Change Order #5 to RW Allen Construction's Contract, for a total decrease of **(\$333.00)**.
- 14.** Motion to approve Change Order #4 to RW Allen Construction's Contract, for a total increase of \$6,750.00

#### **ADMINISTRATIVE SERVICES**

- 15.** Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funding to CapitalRise,LLC to complete construction of two (2) single family units in the Pebble Creek Area to be sold to low income homebuyers (2).
- 16.** Motion to **approve** the award of bid #24-905; Augusta Municipal Building Leak Investigation in the total amount of **\$85,578.00 (\$60,578.00 plus a contingency of \$25,000.00)** to be performed by Midwest Maintenance, Inc.
- 17.** Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
- 18.** Motion to approve the lease of two Motor Graders from Yancey Brothers Company for the Engineering Department at a total cost of \$441,554.00 under a 48-month lease contract (Bid 24-181A)
- 19.** Approve the emergency request for the purchase and installation of a new 100KW diesel Winco generator with its corresponding automatic transfer switch, manual switch, and electrical conduits for the Marshall's Office located at 3050 Deans Bridge Road in the amount of \$224,831.00 by Georgia Power.
- 20.** Motion to approve Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.

#### **ENGINEERING SERVICES**

- 21.** Discuss installation of traffic lights or other traffic devices at Squire and Barton Chapel Rd. **(Requested by Commissioner Alvin Mason)**
- 22.** Encroachment Agreement for Ann Boardman Park (Kroc Center)
- 23.** Midco Diving was onsite to do cleaning and Inspection of Clearwell #5 upon Inspection Damage was found and needed to be repaired immediately, while onsite had dive team clean the screens for East and West reservoirs, in the amount of \$35,392.50 as an emergency repair.
- 24.** Approve supplemental funding to continue engineering services by Johnson, Laschober & Associates, P.C for the Utilities Department on Fort Eisenhower (18UTI451)
- 25.** Approve Change Order 1 for the supplement Construction Contract to Reeves Construction Company in the amount of \$963,722.50 for completing needed supplemental Water Line Improvements for Transportation Investment Act (TIA) Project, Dennis Road Improvements Project. AE/ Bid 23-234 – 24ENG104

- 26.** Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Orchard Landing. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
- 27.** Motion to approve allocating \$250,000.00 from General Fund contingency and \$100,000.00 from the Urban Services Fund for continuance of mowing services in highly visible medians.

### **PUBLIC SAFETY**

- 28.** Motion to approve allocation of technology funds from CACJ in the amount of \$8,000.
- 29.** Motion to approve allocation of technology funds from CACJ in the amount of \$12,000.
- 30.** Motion to approve the second allocation of the additional funding request in the amount of \$80,000 from the FY 25 Juvenile Justice Incentive Grant Award.
- 31.** Motion to approve converting five (5) vacant Assistant Public Defender positions from State employees to Augusta employees and transfer of the associated funds from the Public Defender's Office operating budget to personnel.
- 32.** Receive as information on update on matters concerning 911.
- 33.** Receive as information an update on implementation of salary changes for the Richmond County Sheriff's Office, District Attorney's Office, and Public Defender's Office.

### **LEGAL MEETING**

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



## Commission Meeting

April 15, 2025

March Employee of the Month and Years of Service Recipients

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Congratulations!</b> 2025 March Employee of the Month Mr. Thomas Arthur, Tax Assessors Office and the March Years of Service 25-50 year recipients.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**CITY OF AUGUSTA**  
**EMPLOYEE RECOGNITION COMMITTEE**



**April 8, 2025**

**Mayor Johnson:**

**The Employee Recognition Committee has selected Thomas Arthur as the March 2025 Employee of the Month for Augusta, Georgia.**

Thomas Arthur has been serving the property owners of Augusta Richmond County for 9 years as a member of the Tax Assessor's office, where he currently serves as a Residential Appraisal Supervisor. We are proud to recognize Thomas as Employee of the Month, and for his outstanding contributions to our office's recent achievements. Thomas has been instrumental in the successful implementation and ongoing maintenance of our Market Modeling software, a critical tool that ensures accurate and compliant residential property valuations in line with Department of Revenue standards.

His dedication is evident in the extensive time he has spent analyzing sales data and supporting our annual sales ratio studies. Beyond technical expertise, Thomas has gone above and beyond to assist both colleagues and property owners by clearly explaining valuation procedures and developing a comprehensive handout to address common questions and concerns.

Thomas also created innovative tools that have streamlined the valuation appeal process, greatly enhancing operational efficiency for both supervisors and appraisers. His commitment to developing greater uniformity of value across residential neighborhoods, coupled with his constant drive to optimize workflows, exemplifies the kind of initiative and excellence we deeply value.

Thank you, Thomas, for your continued dedication and impact—you are truly making a difference.

**Based on this nomination and Thomas' outstanding service, The Employee Recognition Committee would appreciate you joining us in recognizing him as the March 2025 Employee of the Month.**

**Thank you,**

**The Employee Recognition Committee**



## HUMAN RESOURCES DEPARTMENT

Item A.

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

March 25, 2025

Department Directors & Elected Officials,

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

We are pleased to advise you that for the month of **March 2025**, the following employee(s) have attained their anniversary date in recognition of **25-50** years of dedicated service and are now eligible to receive their Years of Service pin and plaque:

FIRST	LAST	DEPARTMENT	YOS
MATTHEW	ORR	SHERIFF'S OFFICE	25
CHRISTOPHER	STEELE	FIRE DEPARTMENT	30
KEITH	MCGARITY	SHERIFF'S OFFICE	45

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for **Tuesday, April 15, 2025**, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. **All the persons to be recognized should be in the Commission Chambers by 1:45 p.m.**

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 432-5348 or via e-mail at [gdaniel@augustaga.gov](mailto:gdaniel@augustaga.gov), by **Friday, April 11, 2025, 12:00 Noon**. Your support and cooperation are much appreciated.

With regards,

Anita Rookard, HR Director

/gd

cc: Mayor Garnett Johnson  
Tameka Allen, City Administrator  
Lena Bonner, Clerk of Commission



## Commission Meeting

April 15, 2025

Delegation

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Yolanda Brooks</b> regarding Safe at Home Law and Construction Eviction.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>4/15</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Yolanda Brooks  
 Address: 1008 Greene St. Augusta, GA 30901  
 Telephone Number: 706-421-2798  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: Yolanda.brooks34@gmail.com

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

Safe at Home Law  
Constructive Eviction

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](mailto:lbonner@augustaga.gov)  
[nmcfarley@augustaga.gov](mailto: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.



## Commission Meeting

April 15, 2025

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Florence Henley and Mr. Alpha Louis</b> regarding police presence at Tiffany's Eatery on 828 Broad Street.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>4-15-25</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

### Contact Information for Individual/Presenter Making the Request:

Name: Florence Henley and Alpha Lewis  
 Address: 2916 Gounny RD Augusta GA 30906  
 Telephone Number: 754 244 7244  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: \_\_\_\_\_

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

Police keep coming in our restaurant  
Threatening To take our license and shut us  
down the past four weekends Tiffanys Eatery  
828 broad street.

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](mailto:lbonner@augustaga.gov)  
[nmcfarley@augustaga.gov](mailto: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.



## Commission Meeting

April 15, 2025

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Ms. Kari Viola-Brooke</b> update on work being done at Child Enrichment to respond to and prevent child abuse in Richmond County.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <del>4/1/2025</del> 4/15/2025
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

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

Name: Kari Viola-Brooke  
 Address: 2300 Walden Drive, Augusta, GA 30904  
 Telephone Number: 631-241-4189  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: Kviola@childrenrichment.org

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

April is Child Abuse Prevention and Awareness month. Brief update on work being done at Child Enrichment  
to respond to and prevent child abuse in Richmond County.

**Please send this request form to the following address:**

**Ms. Lena J. Bonner**  
**Clerk of Commission**  
**Suite 220 Municipal Building**

**Telephone Number: 706-821-1820**  
**Fax Number: 706-821-1838**  
**E-Mail Address: [lbonner@augustaga.gov](mailto:lbonner@augustaga.gov)**  
**[nmcfarley@augustaga.gov](mailto:nmcfarley@augustaga.gov)**

**535 Telfair Street**  
**Augusta, GA 30901**

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



## Commission Meeting

April 15, 2025

Delegation

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	<b>Mr. Moses Todd</b> from I Love Augusta to the next agenda to discuss addendum items, consent agendas, open meeting Act, 48 business hours public notice, Addendum items trigger Citizens right to public discussion before a vote, and Supermajority of the commission.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Commission Meeting

April 15, 2025

Item Name: **Z-25-13**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-25-13</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by Mark Staelens on behalf of Rising from the Ashes III, LLC requesting to amend LI (Light Industrial) zoning conditions from zoning case Z-23-32 to allow automobile body and fender repair, affecting properties containing approximately 3.36 acres located at 1810 and 1812 Gordon Highway. Tax Map #'s 070-2-049-00-0 & 070-2-049-01-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The petitioner acknowledges the regulation on automobile body and fender repair outlined in Section 23-1(b)(4) of the Comprehensive Zoning Ordinance; that is, “all repair work and vehicle storage shall be conducted within an area enclosed on all sides by a solid wall or finished fence not more than six (6) feet in height”.</li> <li>2. All repair work shall be conducted indoors.</li> <li>3. Per Section 5-1(a) of the Comprehensive Zoning Ordinance, should improvements to the structure on site exceed fifty percent (50%) of the valuation (as determined by the Board of Assessors at such time as plans are submitted to Augusta-Richmond County for review), the nonconforming setbacks shall be invalidated, and therefore require review and approval of a setback reduction by the Board of Zoning Appeals before improvements may commence. Additionally, any expansion of the building footprint, or construction of additional buildings, shall automatically trigger a variance review.</li> <li>4. A twenty-foot-wide (20') planting strip with medium canopy trees shall be installed along the entirety of the street frontage along Gordon Highway.</li> <li>5. Redevelopment of the property shall comply with all development standards and regulations set forth by Augusta-Richmond County at the time of development.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Hearing Date:** April 2, 2025  
**Case Number:** Z-25-13  
**Applicant:** Mark Staelens  
**Property Owners:** Rising from the Ashes III, LLC  
**Address:** 1810 & 1812 Gordon Highway  
**Tax Parcel #:** 070-2-049-00-0 & 070-2-049-01-0  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 2:** Stacy Pulliam  
**Super District 9:** Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Amend LI zoning conditions from zoning case Z-22-32	Automobile body/fender repair	Section 23-1(b)(4)

#### SUMMARY OF REQUEST:

This petition concerns two parcels totaling around 3.36 acres just northwest of the Gordon Highway-Milledgeville Road intersection. These parcels were rezoned in July 2022 as Light Industrial (LI) to establish a warehouse. Approval of the rezoning was attached to eight conditions; condition #7 reads as follows:

*“The use of the subject property is limited to LI uses with the exception of automobile repair and service, animal kennels and boarding, automobile wrecking service and any warehousing use that is considered to be noxious or injurious by reason of the production of, or emission of, dust, refuse matter, odor, gas fumes, noise, vibration, radiation, or similar substances, or conditions, is expressly prohibited for the subject property.”*

The petitioner seeks for the property to be redeveloped for automobile collision repair, and therefore requests to amend the conditions of Z-22-32 such that there is no prohibition on automobile repairs and servicing. This use would otherwise be by-right in the LI zone.

#### COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the South Augusta Character Area. In its 2023 update, the Comprehensive Plan (*Envision Augusta*) identifies that expansion of LI zoning within South Augusta should be limited; this request modifies previously established LI zoning but does not expand the footprint of LI zoning in the area. To this end, the request is consistent with the recommendations of the 2023 Comprehensive Plan update.

#### FINDINGS:

1. The petitioner has presented plans to adapt the building and site for the business; no new structures appear to be proposed.

2. The current building features nonconforming setbacks at the rear (approx. 7.5'; minimum 25') and side (approx. 7.5'; minimum 10').
3. Gordon Highway is classified by the Georgia Department of Transportation (GDOT) as a principal arterial route; Milledgeville Road, which runs just south of the property, is classified as a major collector route west of Gordon Highway and a minor arterial route east of Gordon Highway.
4. Augusta Transit Route 8 (Orange) services Milledgeville Road to the south of the property, and a bus stop is located along Milledgeville Road just west of the Milledgeville-Gordon intersection.
5. Public water and sewer lines are established near the subject properties.
6. The stretch of Gordon Highway from Milledgeville Road west to Highland Avenue/Wheelless Road features a high concentration of industrial zoning; generally, properties on the north end of Gordon are zoned Heavy Industrial (HI) while properties across Gordon to the south (including the subject property) are zoned Light Industrial (LI). The subject property backs up to a private road (Days Drive) which services three properties: 1840 Days Drive (zoned LI/R-1A – One-Family Residential); 1844 Days Drive (R-1A), and 2903 Milledgeville Road (R-3B – Multiple-Family Residential). 2901 Milledgeville Road, located south of 1810 Gordon Highway, is also zoned R-1A.
7. The subject property does not feature any wetlands, nor is it situated within any Special Flood Hazard Areas.
8. As of the composition of this report, staff had not received any inquiries from the public concerning this application.

#### **ENGINEERING/UTILITIES COMMENTS:**

##### **Traffic Engineering Comments:**

- None received at this time

##### **Engineering Comments:**

- None received at this time

##### **Utilities Comments:**

- There is a 10" water line on Milledgeville Road and an 8" sewer line on Gordon Highway that are available for their use. If fire protection is needed, then the water line would need to be extended to the property by the owner of the property along the front of Gordon Highway within the [right-of-way].

**RECOMMENDATION:** The Planning Commission recommends Approval to amend conditions of Light Industrial (LI) zoning impacting 1810 and 1812 Gordon Highway with the following conditions:

1. The petitioner acknowledges the regulation on automobile body and fender repair outlined in Section 23-1(b)(4) of the Comprehensive Zoning Ordinance which states that all repair work and vehicle storage shall be conducted within an area enclosed on all sides by a solid wall or finished fence not more than six (6) feet in height.
2. All repair work shall be conducted indoors.

3. Per Section 5-1(a) of the Comprehensive Zoning Ordinance, should improvements to the structure on site exceed fifty percent (50%) of the valuation (as determined by the Board of Assessors at such time as plans are submitted to Augusta-Richmond County for review), the nonconforming setbacks shall be invalidated, and therefore require review and approval of a setback reduction by the Board of Zoning Appeals before improvements may commence. Additionally, any expansion of the building footprint, or construction of additional buildings, shall automatically trigger variance review.
4. A twenty-foot-wide (20') planting strip with medium canopy trees shall be installed along the entirety of the street frontage along Gordon Highway.
5. Redevelopment of the property shall comply with all development standards and regulations set forth by Augusta-Richmond County at time of development.

*NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.*

## **Letter of Intent: 1810 Gordon Highway Rezoning Application**

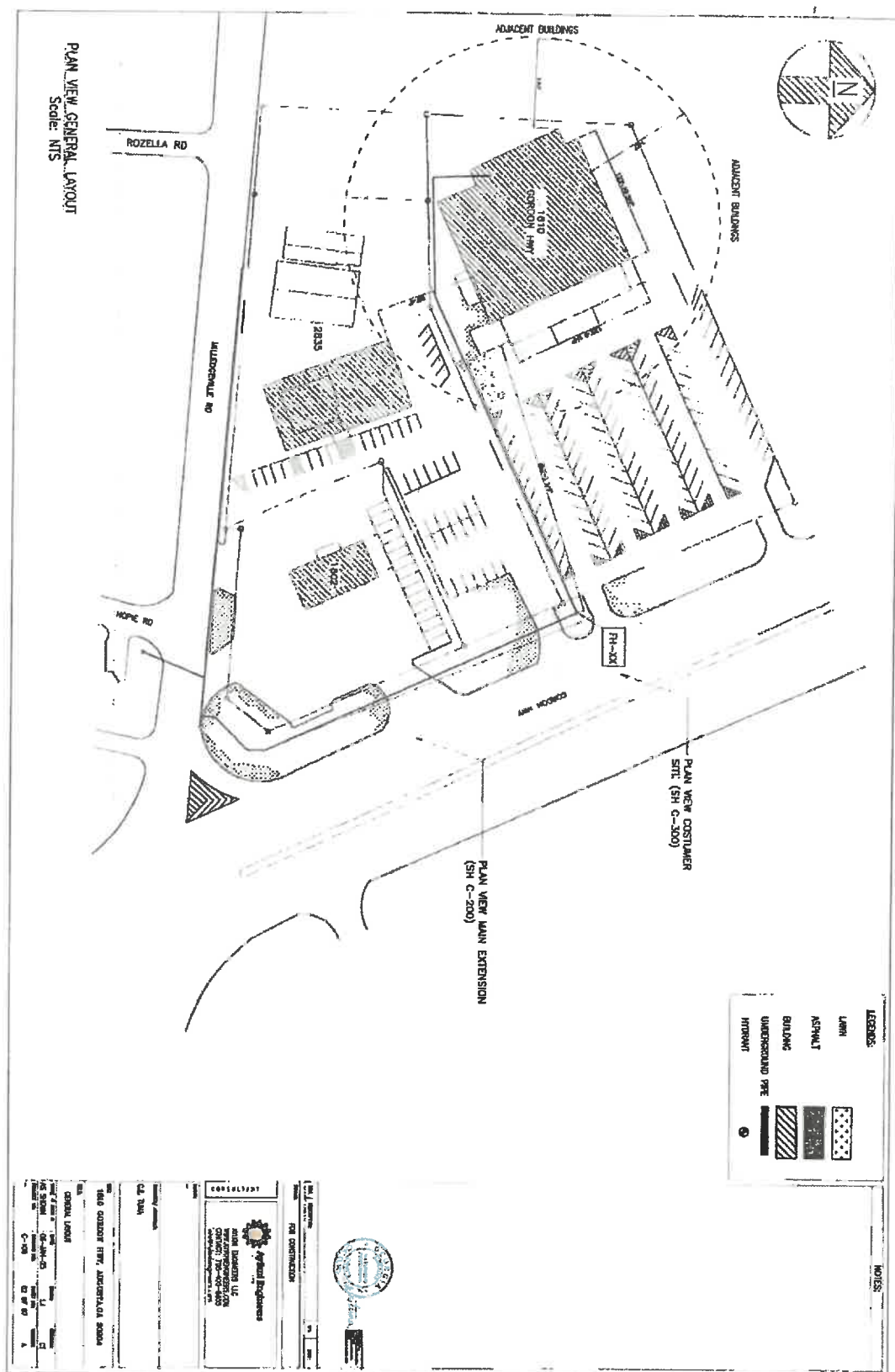
This Letter of Intent seeks to outline a request for Amended Zoning for the properties known as 1810 & 1812 Gordon Highway, Augusta, GA 30904. Specifically the applicant wishes to remove a portion of Item #7 from the initial rezoning request dated July 19, 2022, which excludes automobile repair and service businesses to operate on this site.

The purchaser has signed an exclusive franchise agreement with CarStar Auto Body Repair Experts to locate the first location of CarStar in the CSRA. CARSTAR is North America's largest Multi-Shop Operator Network of independently owned collision repair facilities, offering auto body repair, paintless dent repair, storm damage repair with 24/7 accident assistance. CARSTAR delivers national scale, consistently high-quality vehicle repairs, repeatable outcomes and industry leading customer satisfaction ratings. CarStar offers a national warranty on qualified repairs and a service guarantee.

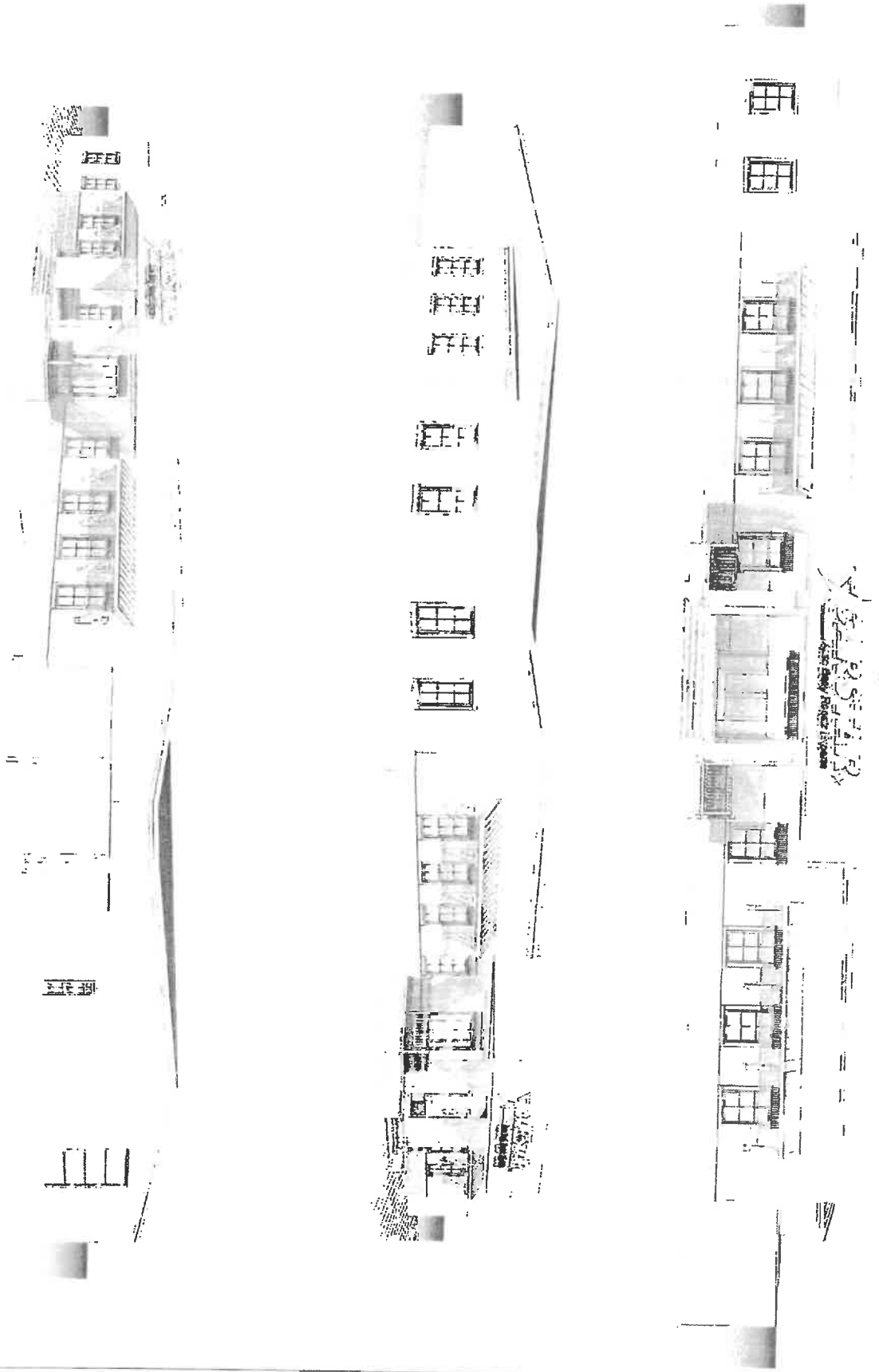
The property, formerly the home of Master's Lane's bowling alley, seeks to undergo a full redevelopment and re-design to offer a state-of-the-art auto body repair experience for Augusta, GA and surrounding areas. Design plans show both exterior and interior renovation, breathing new life into a building that has been dormant for years. Gordon Highway is prime example of light industrial development in Augusta-Richmond County and offers an excellent location for the entire CSRA to access a qualified and credentialed local business to work on their vehicles. The shop will cover approximately 24,000 Square Feet of interior space on over 3 acres of land and will be outfitted with state of the art equipment with all work performed indoors during typical business hours. Also, CARSTAR franchises are focused on automobile repairs for personal vehicles, not industrial or commercial equipment. The purchase and renovation of the 1810 and 1812 Gordon Hwy facility will enhance business and community vitality along the Gordon Highway corridor with the addition of up to 15 new highly skilled jobs in Augusta-Richmond County.

The partners involved in Carstar have over 20 years experience in the auto repair business and are planning to continually improve the property as the business grows. Expectations are to open multiple locations in the CSRA with the Gordon Highway location as the headquarters.

Thank you for your consideration of our amended zoning conditions for our intended use at the existing LI zoned 1810 & 1812 Gordon Hwy location. LI zoning allows for automotive repair but this location has an overriding stipulation which does not apply to adjoining properties and we are requesting to be removed from 1810 & 1812 Gordon Highway.







1 of 2

CARSTAR  
PRELIM

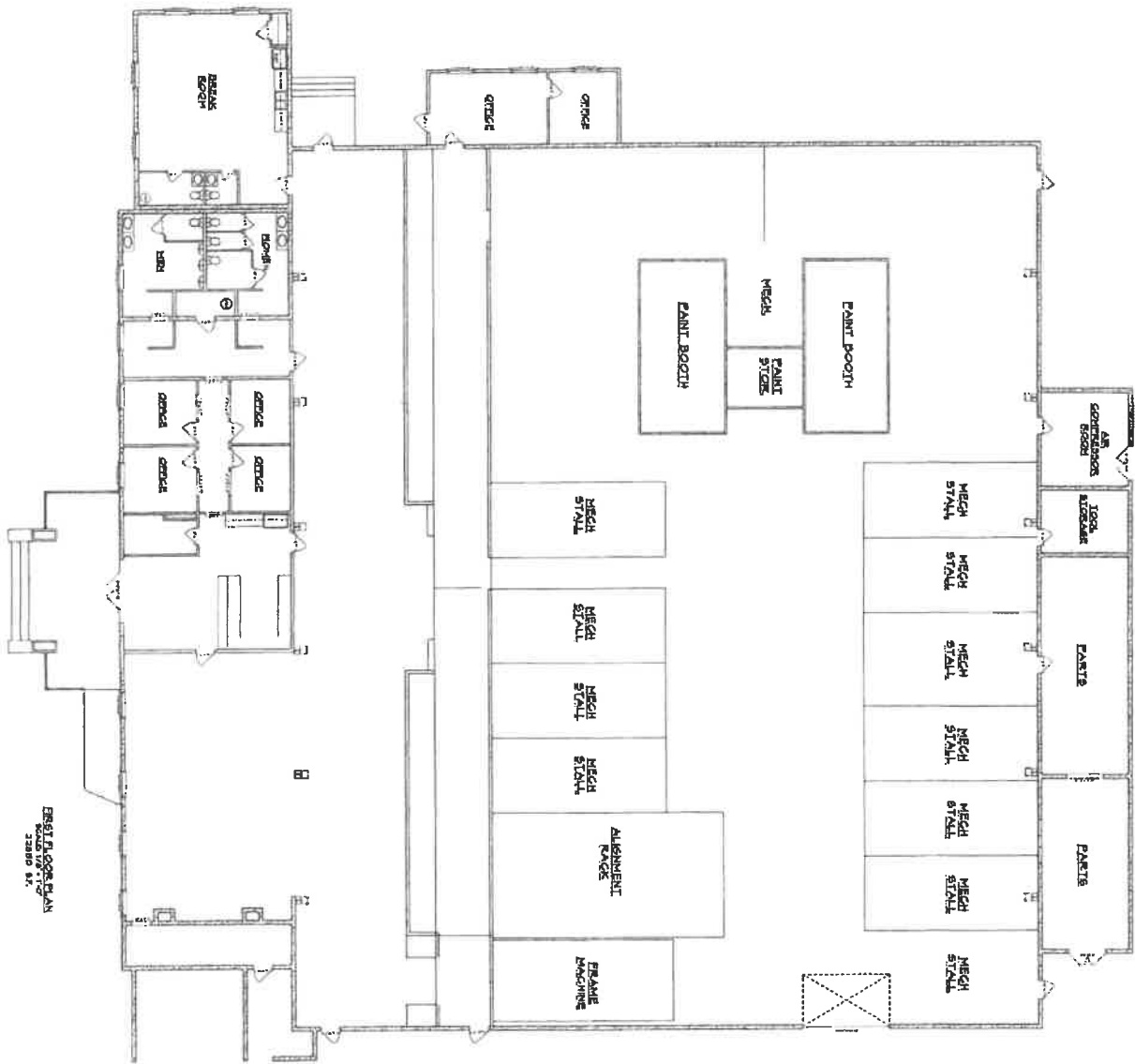
98/DD MC

11/7/2024

## PRO-DRAFT HOUSE PLANS

DAVID D. MCARTHUR C.P.B.D.  
CERTIFIED PROFESSIONAL BUILDING DESIGNER

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE INTERNATIONAL, STATE AND LOCAL CODES, REGULATIONS, AND ORDINANCES.  
2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT SITE BEFORE BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO PRO-DRAFT FOR REVIEW AND CORRECTION BEFORE PROCEEDING WITH ANY CONSTRUCTION.  
3. ALL DIMENSIONS SHALL BE MEASURED TO THE EXTERIOR FACE OF THE WALLS UNLESS OTHERWISE SPECIFIED.  
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL NECESSARY PERMITS SHALL BE OBTAINED PRIOR TO CONSTRUCTION.  
5. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.  
6. PRO-DRAFT ASSUMES NO LIABILITY FOR ANY CHANGES MADE TO THESE PLANS BY OTHERS.  
THIS DRAWING IS THE PROPERTY OF PRO-DRAFT HOUSE PLANS INC. AND CANNOT BE REPRODUCED WITHOUT WRITTEN CONSENT.



2 of 2

CARSTAR  
PRELIM

SB/DDHC

11/7/2024

PRO-DRAFT HOUSE PLANS  
DAVID D. MCARTHUR C.P.B.D.  
CERTIFIED PROFESSIONAL BUILDING DESIGNER

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE, AND LOCAL CODES, REGULATIONS, AND ORDINANCES.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE SITE BEFORE BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.

4. ALL DIMENSIONS SHALL BE GIVEN IN FEET AND INCHES. DIMENSIONS SHALL BE GIVEN TO THE CENTERLINE UNLESS OTHERWISE NOTED.

5. THE ARCHITECT SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE INFORMATION TO THE CONTRACTOR TO COMPLY WITH ALL APPLICABLE CODES.

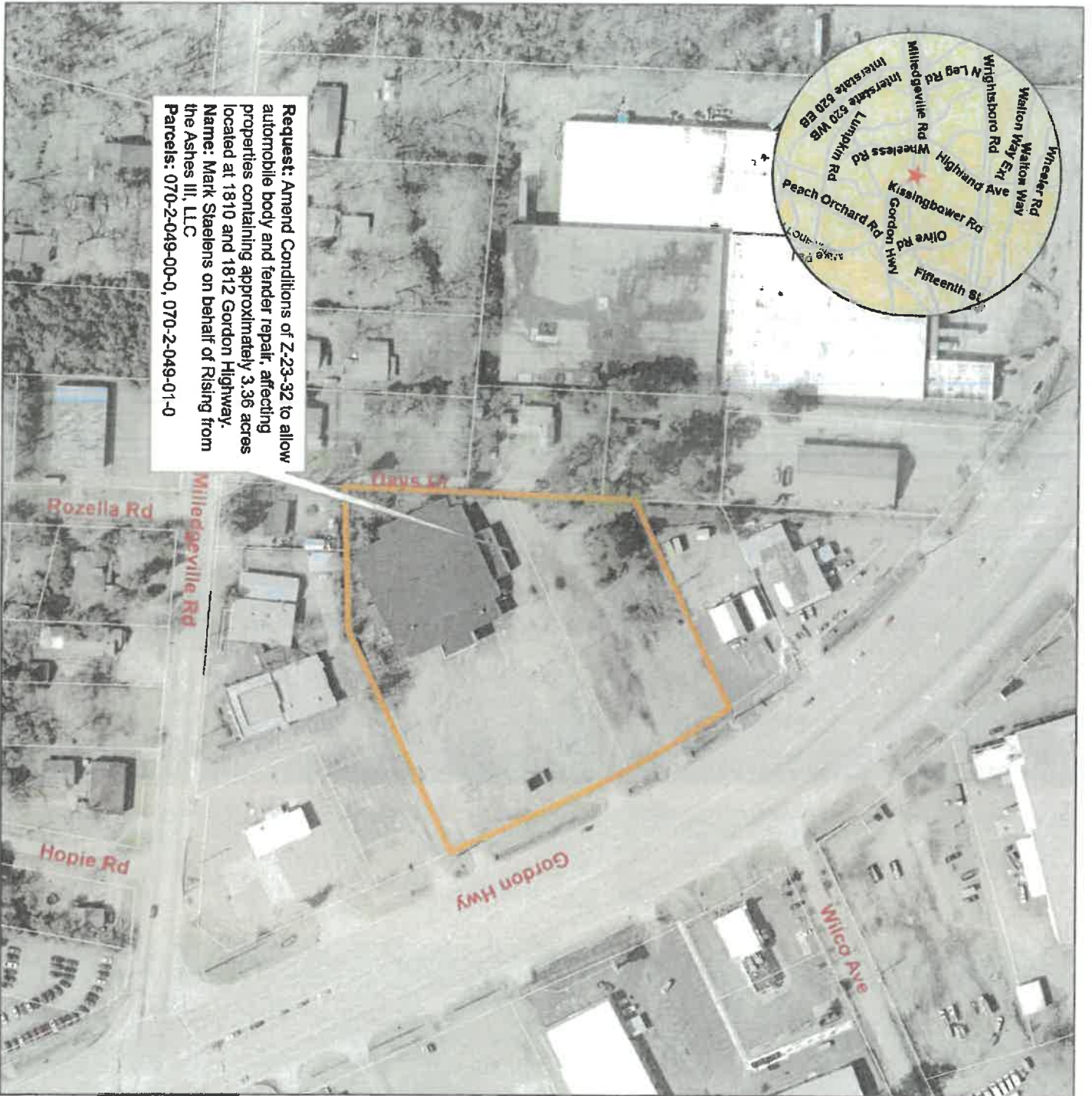
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES ON THE SITE.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL DEBRIS AND WASTE FROM THE SITE.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING THE SITE TO ITS ORIGINAL CONDITION OR BETTER.



**Request:** Amend Conditions of Z-23-32 to allow automobile body and tender repair, affecting properties containing approximately 3.36 acres located at 1810 and 1812 Gordon Highway.  
**Name:** Mark Staelens on behalf of Rising from the Ashes III, LLC  
**Parcels:** 070-2-049-00-0, 070-2-049-01-0

**Planning Commission**  
**Z-25-13**  
**April 2, 2025**  
**1810 and 1812 Gordon Highway**  
**Aerial**

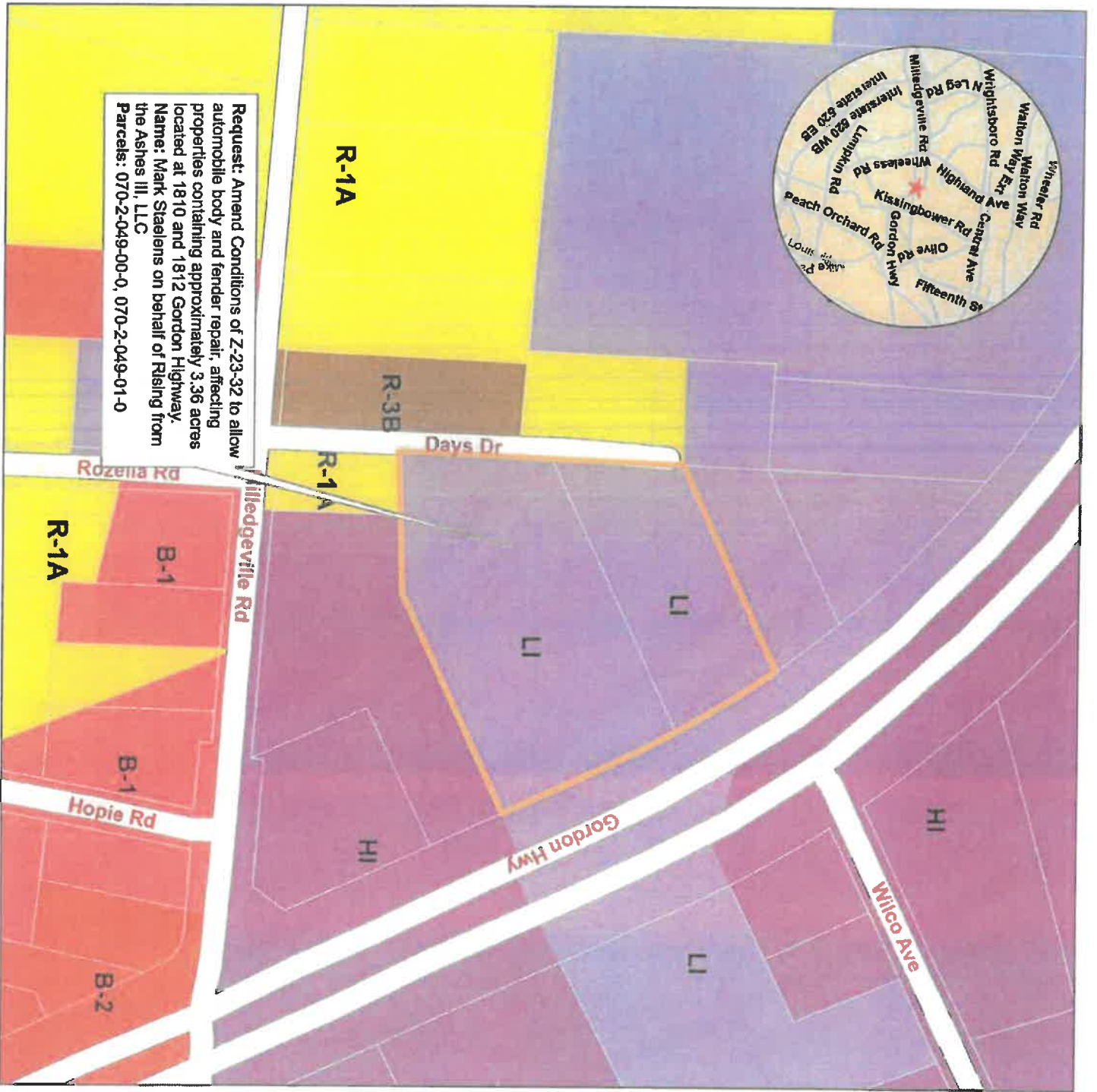
*Augusta*  
G. AUGUSTA  
G. AUGUSTA

Produced By: City of Augusta  
Planning & Development Department  
535 Talfer Street Suite 300  
Augusta, GA 30901  
3/17/2025 pe22693

Augusta, GA disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibility for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.





**Request:** Amend Conditions of Z-23-32 to allow automobile body and fender repair, affecting properties containing approximately 3.36 acres located at 1810 and 1812 Gordon Highway.  
**Name:** Mark Staelens on behalf of Rising from the Ashes III, LLC  
**Parcels:** 070-2-049-00-0, 070-2-049-01-0

**Planning Commission**  
**Z-25-13**  
**April 2, 2025**  
**1810 and 1812 Gordon Highway**

**Current Zoning**

Subject Property

**Zoning Classification**

- B-1: Neighborhood Business
- B-2: General Business
- HI: Heavy Industry
- LI: Light Industry
- R-1A: One Family Residential
- R-3B: Multiple-Family Residential

*Augusta*  
O G R I A

Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/17/2025 pe22633

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and is not intended to be used for legal purposes. The City of Augusta, Georgia, and the Augusta Regional Council of Governments, Inc. are not responsible for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Regional Council of Governments.









## Commission Meeting

April 15, 2025

Item Name: **Z-25-15**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-25-15</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by Kevin R. McDade requesting a rezoning from zone R-MH (Manufactured Home Residential) to zone B-2 (General Business) to develop an event venue, affecting properties containing approximately 10.34 acres located at 4149 and 4159 Woodard Avenue. Tax Map #'s 154-0-015-00-0 & 154-0-016-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The development must substantially conform to the concept plan and elevations submitted with this rezoning application.</li> <li>2. The applicant must comply with all related aspects of the Augusta Tree Ordinance.</li> <li>3. Any proposed lighting fixtures must be directed downward and not toward buildings.</li> <li>4. Maintain a 50-foot undisturbed buffer along the Southwest property line.</li> <li>5. Installation of a 6-foot privacy fence along the Southwest property line is required.</li> <li>6. Driveway access should be a minimum of 40 feet and paved if required by Augusta Engineering Dept.</li> <li>7. Stormwater management plan will be necessary at the time of Site Plan submission.</li> <li>8. Installation of a gravel parking lot will need to meet standards and regulations set forth by the City of Augusta-Richmond County Engineering Department at the time of development.</li> <li>9. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.</li> <li>10. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Hearing Date:** April 2, 2025

**Case Number:** Z-25-15

**Applicant:** Kevin R. McDade

**Property Owner:** Kevin R. McDade

**Property Address:** 4149 and 4159 Woodard Avenue

**Tax Parcel No(s):** 154-0-015-00-0 & 154-0-016-00-0

**Current Zoning:** R-MH (Manufactured Home Residential)

**Fort Eisenhower Notification Required:** N/A

**Commission District 6:** Tony Lewis

**Super District 10:** Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezone from R-MH (Manufactured Home Residential) to B-2 (General Business)	Commercial event venue	Section 22-1

#### SUMMARY OF REQUEST:

This rezoning request consists of two adjacent residential tracts with a combined area of 10.34 acres. The petition involves a change the zoning from R-MH (Manufactured Home Residential) to B-2 (General Business) to establish a commercial event venue. The properties are situated on Woodard Avenue, approximately 298 feet north of the intersection with Travis Road. The conceptual site plan presented with the rezoning application proposes the following:

- A 30-foot-wide driveway with an entrance that connects to Woodard Avenue
- Gated access with a 4' tall 3-rail farm fence along the front property line
- A new 85' x 120' or 10,200 sf metal building
- Creation of a small 6' deep pond
- Minimum 25' buffers along all boundaries of the tract
- Amenities to include a garden, a covered alter area, a large concrete patio area, walking paths, a small waterfall, a pond basin and pondless water feature, a statue, an 8' diameter firepit and an orchard area
- 1 to 3 cottages for overnight stay

- 1 to 2 support buildings for maintenance and an administrative office, in addition to the main event building

#### **COMPREHENSIVE PLAN CONSISTENCY:**

According to the 2023 Comprehensive Plan, the property is located in the South Augusta Character Area. The 2023 Comprehensive Plan's vision for the South Augusta Character Area includes the continued mix of housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended development patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

#### **FINDINGS:**

1. The properties are vacant.
2. There is no recent zoning history for the subject properties.
3. The properties can be served by both a public potable water system and a public sanitary sewer system.
4. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Woodard Avenue as a local or residential road. There are no transit routes or stops located within a half mile of the properties.
5. The properties are located outside of the 100-year Special Flood Hazard Area and there are no wetlands located on the properties.
6. The conceptual site plan submitted with the application shows a 30-foot-wide driveway along with a new entrance on Woodard Avenue.
7. Two 100' x 200' gravel areas will be designated for off-street parking. Additional parking is planned near the main building. The site plan does not include individual parking spaces nor parking dimensions.
8. The applicant plans to obtain a liquor license to support various functions held on the properties. Social events include weddings, life milestones, indoor/outdoor gathering space and meeting place for organizations and business functions.
9. The proposed change in zoning to B-2 is not consistent with the 2023 Comprehensive Plan. The site is not positioned near a major intersection and is primarily surrounded by residential zoned tracts.
10. At the time of completion of this report, staff have received any inquiries regarding this application.

#### **ENGINEERING/UTILITIES COMMENTS:**

##### **Traffic Engineering Comments:**

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is an 8" water line and an 8" sewer line on Woodard Ave available for their use. Water meters will need to set in the County ROW outside of any fences, County cleanout will need to set in the County ROW outside of any fences. Trees will need to be minimum of 20' from the county water meter, FH, cleanout or main lines.

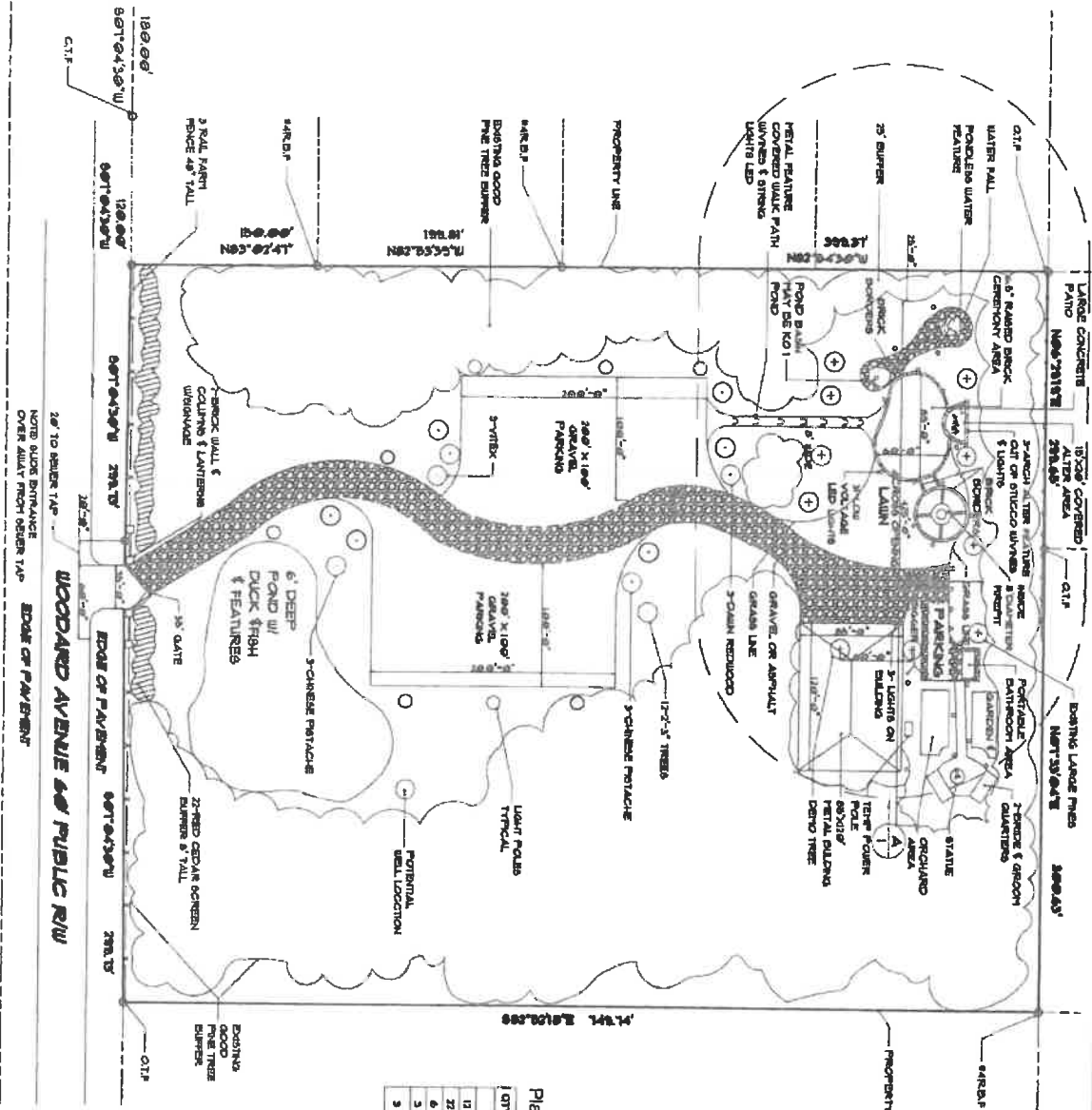
Fire Comments:

- None received at this time

**RECOMMENDATION:** The Planning Commission recommends Approval of the rezoning request to B-2 (General Business) with the following conditions:

1. The development must substantially conform to the concept plan and elevations submitted with this rezoning application.
2. The applicant must comply with all related aspects of the Augusta Tree Ordinance.
3. Any proposed lighting fixtures must be directed downward and not toward buildings.
4. Maintain a 50ft undisturbed buffer along the Southwest property line.
5. Installation of a 6ft privacy fence along the Southwest property line is required.
6. Driveway access should be a minimum of 40 feet and paved if required by Augusta Engineering Dept.
7. Stormwater management plan will be necessary at the time of Site Plan submission.
8. Installation of a gravel parking lot will need to meet standards and regulations set forth by the City of Augusta-Richmond County Engineering Department at the time of development.
9. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
10. Development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

*NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.*



### Plants List:

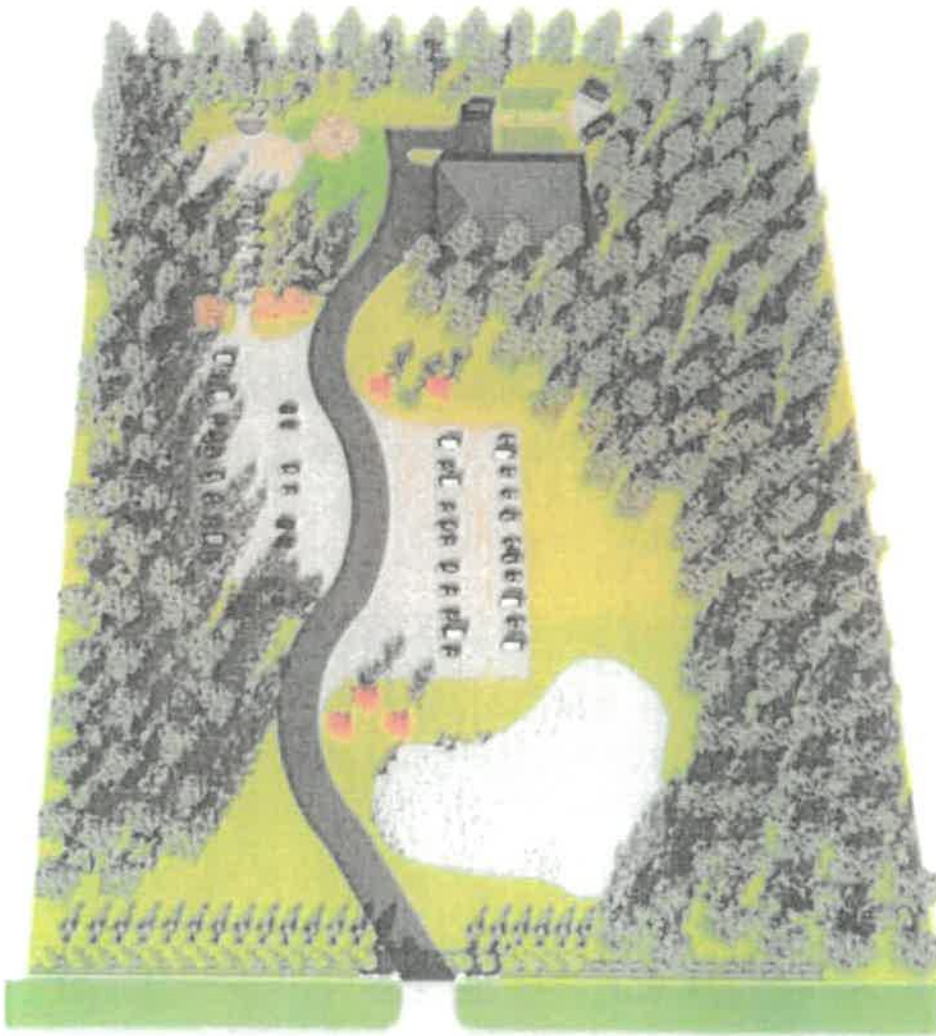
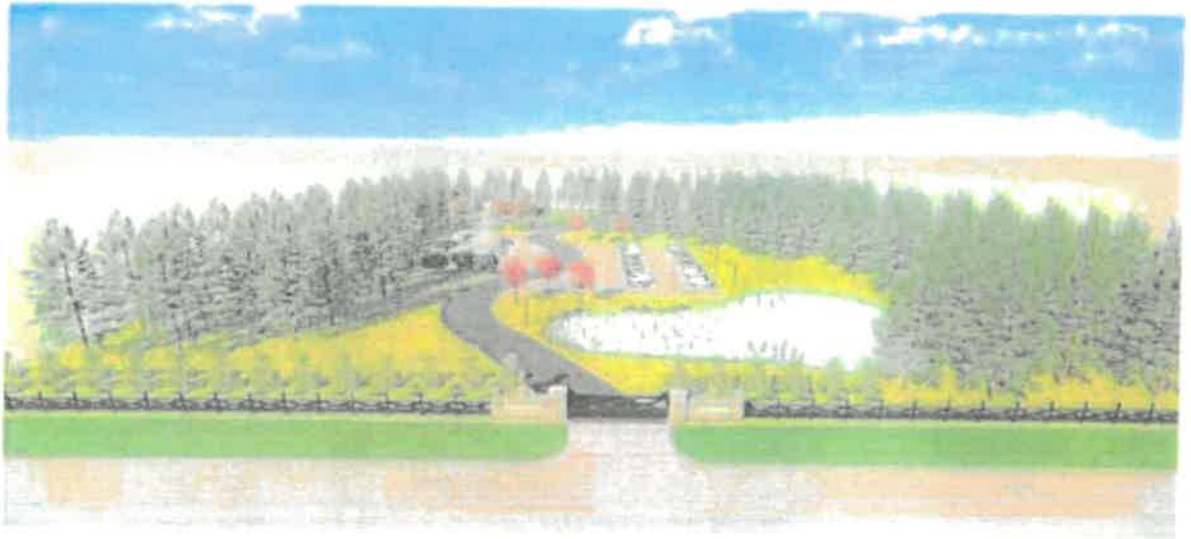
QTY	UNIT	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
		PRIME	SEED/SPERMATOPHYTES		
12	POUNDS	RED CEDAR (REDWOOD) SAWDUST	LARIX PRINCEI	8" x 8"	
22	POUNDS	RED CEDAR (REDWOOD) SAWDUST	LARIX PRINCEI	8" x 8"	
6	POUNDS	CALIFORNIA REDWOOD SAWDUST	SEWYALIA REDWOOD	8" x 8"	
3	POUNDS	REDWOOD SAWDUST	SEWYALIA REDWOOD	8" x 8"	

### Materials List:

REF ID: A66562		REF ID: A66562	
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100











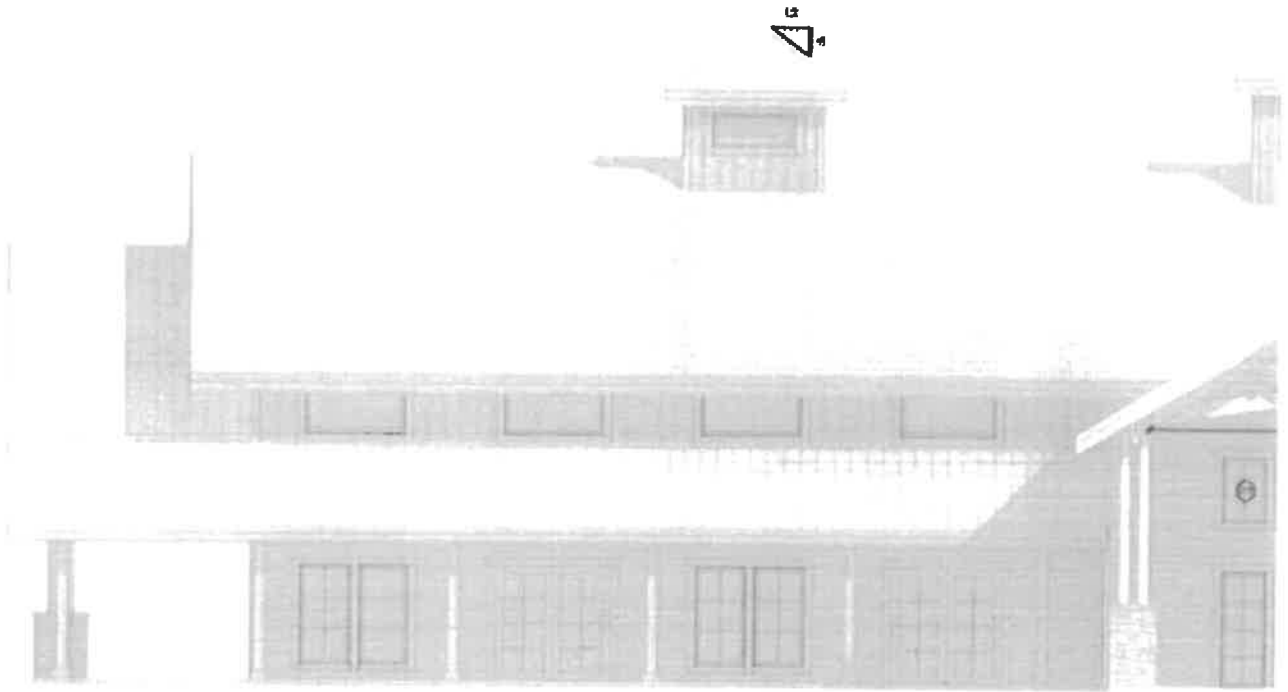




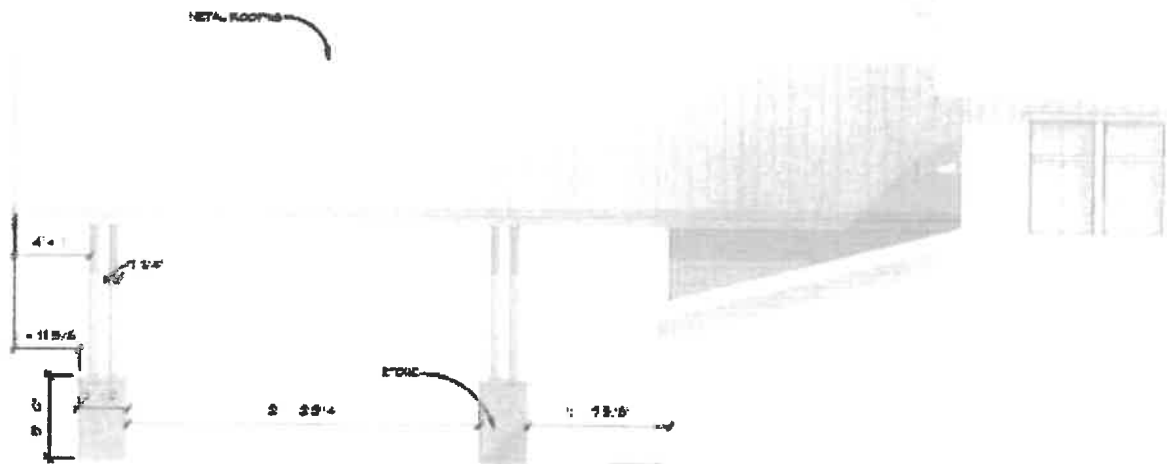


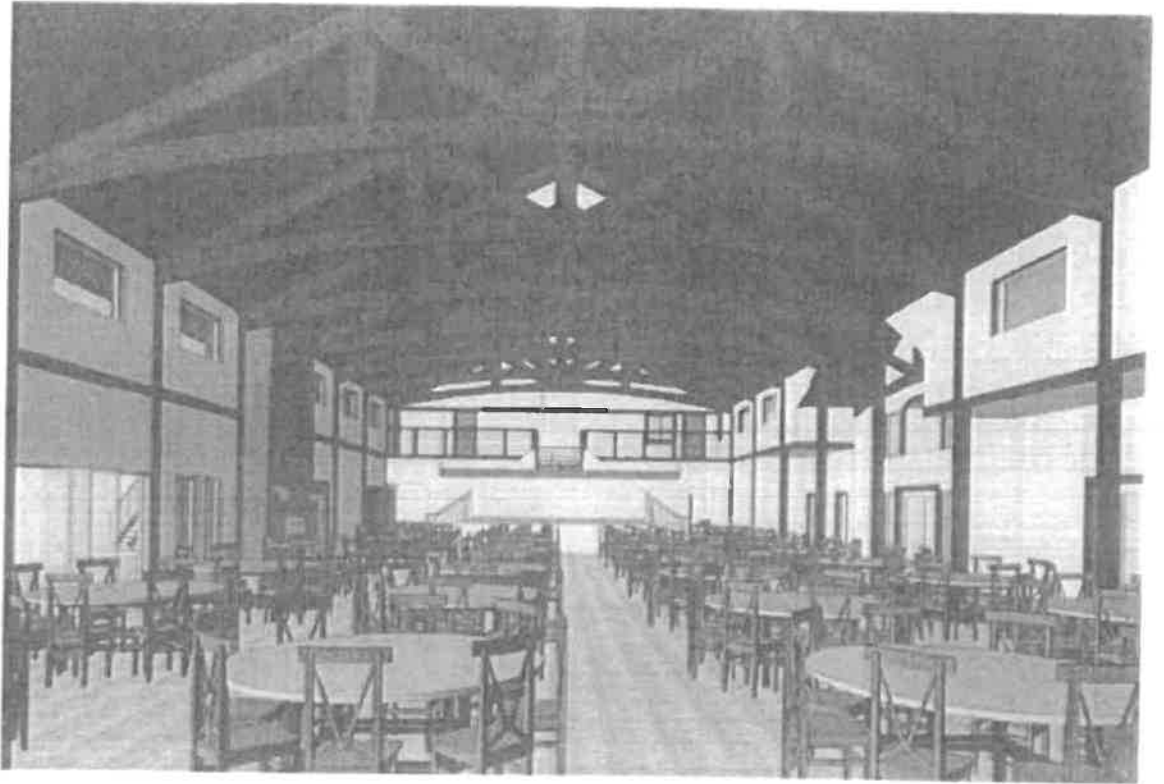
1. The building is a two-story structure with a gabled roof and a large central chimney. It features a covered porch on the right side and a smaller porch on the left. The building is constructed of dark wood and has several windows, including a large bay window on the right. The building is situated on a grassy area with a paved driveway in front.





2 FRONT  
5/16" = 1'-0"





① INTERIOR VIEW - MAIN HALL 1







**Request:** A Change of Zoning from zone R-MH (Manufactured Home Residential) to zone B-2 (General Business) to develop an event venue, affecting properties containing approximately 10.34 acres located at 4149 and 4159 Woodward Avenue.  
**Name:** Kevin R. McDade  
**Parcels:** 154-0-015-00-0 and 154-0-016-00-0

**Planning Commission**  
**Z-25-15**  
**April 2, 2025**

**4149 and 4159 Woodward Avenue**

**Aerial**

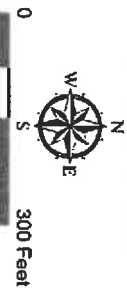
 **Subject Property**

*Augusta*  
G E O R G I A

Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/14/2025 pzd2833

Augusta, GA Disclaimer:

The data represented on this map has been compiled by the best methods available. Accuracy as to boundary lines, easement information, and other information is not guaranteed. The City of Augusta and its employees are not responsible for the use of this information for any purpose other than that for which it was intended. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.





**Request:** A Change of Zoning from zone R-MH (Manufactured Home Residential) to zone B-2 (General Business) to develop an event venue, affecting properties containing approximately 10.34 acres located at 4149 and 4159 Woodard Avenue.  
**Name:** Kevin R. McDade  
**Parcels:** 154-0-015-00-0 and 154-0-016-00-0

**Planning Commission**  
**Z-25-15**  
**April 2, 2025**

**4149 and 4159 Woodard Avenue**


**Current Zoning**

 **Subject Property**


**Zoning Classification**

 **B-2: General Business**

 **R-1: One Family Residential**

 **R-1B: One Family Residential**

 **R-MH: Manufactured Home Residential**

 **Residential**

*Augusta*  
O G O R G I A

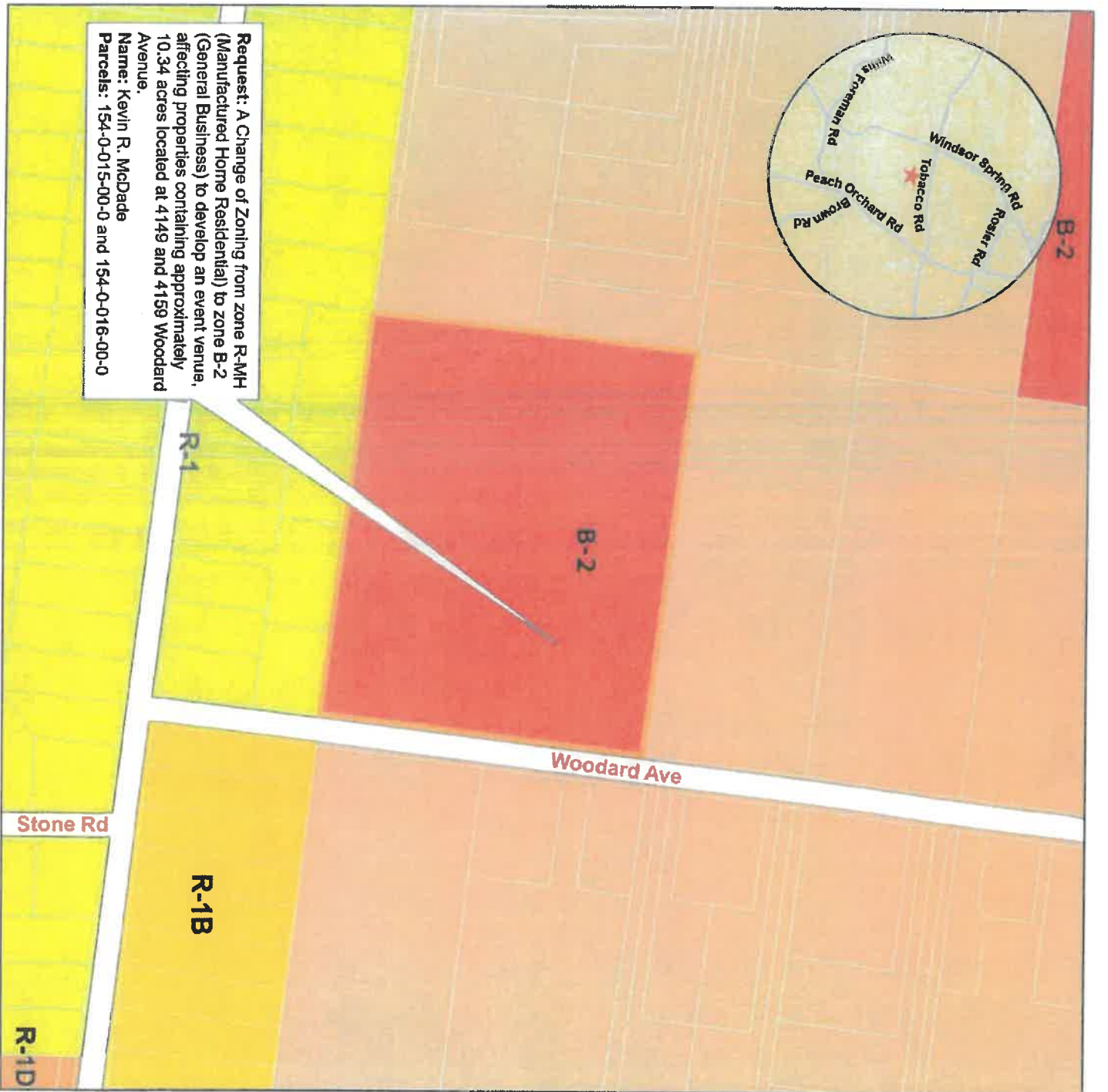
Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/14/2025 PE22633

Augusta, GA Use/Owner

This data represented on this map has been compiled by the best methods available and is not guaranteed to be accurate. The City of Augusta, Georgia, and its employees and agents assume no legal responsibility for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Baldwin County Commission.







Planning Commission  
Z-25-15  
April 2, 2025

4149 and 4159 Woodward  
Avenue

Future Zoning

Subject Property

Zoning Classification

- B-2: General Business
- R-1: One Family Residential
- R-1B: One Family Residential
- R-1D: One Family Residential
- R-MH: Manufactured Home Residential

*Augusta*  
GEORGIA

Produced By: City of Augusta  
Planning & Development Department  
535 Tellico Street Suite 300  
Augusta, GA 30901  
3/14/2025 pe22633

Augusta, GA Declaration

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibility for the information or accuracy contained on this map. It is advisory for further use or reproduction of maps or data for any reason without the written consent of the Augusta Bureau of Geomatics and Survey Commission.









## Commission Meeting

April 15, 2025

Item Name: Z-25-16

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-25-16</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by Allen B. Mealing requesting a rezoning from zone R-1A (One-Family Residential) to zone LI (Light Industry) to develop a storage yard for commercial vehicles, affecting property containing approximately 3.77 acres located at 3035 Old McDuffie Road. Tax Map # 083-0-114-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. A 20-foot planting strip shall be required along the frontage of Old McDuffie Road. Such plantings shall consist of medium to large-sized trees.</li> <li>2. No vehicle shall be parked or serviced within 50 feet of Old McDuffie Road.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Hearing Date:** April 2, 2025  
**Case Number:** Z-25-16  
**Applicant:** Allen B. Mealing  
**Property Owner:** Allen B. Mealing  
**Address:** 3035 Old McDuffie Road  
**Tax Parcel #:** 083-0-114-00-0  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 5:** Don Clark  
**Super District 9:** Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezoning from R-1A to LI	Commercial vehicle storage	Section 23-1(b)(5)

#### SUMMARY OF REQUEST:

This petition concerns a parcel of approximately 3.77 acres, located along the north side of Old McDuffie Road, around a quarter-mile west of the road's division at Bobby Jones Expressway (I-520). While the property is zoned for single-family use (R-1A), there are no residential structures on site; the property owner has used the property to store commercial vehicles.

The petitioner seeks rezoning of the property to Light Industrial (LI) to maintain this use, which is not permitted by R-1A zoning, and to make site improvements.

#### COMPREHENSIVE PLAN CONSISTENCY:

The subject property is located within the South Augusta Character Area. In its 2023 update, the Comprehensive Plan (*Envision Augusta*) identifies that expansion of LI zoning within South Augusta should be limited; this request expands the footprint of LI zoning in the area. To this end, the request is inconsistent with the recommendations of the 2023 Comprehensive Plan update.

#### FINDINGS:

1. This segment of Old McDuffie Road is classified by the Georgia Department of Transportation (GDOT) as a local road.
2. Old McDuffie Road is not serviced by public transit.
3. Public water lines are established along Old McDuffie Road, but there are no nearby sewer lines.
4. Property adjacent to the subject property is also zoned One-Family Residential (R-1A); property located across Old McDuffie Road is a mix of Manufactured Home Residential (R-MH) and Agricultural (A); use of these properties appears to be recreational space for Glenn Hills Middle School, a clearing space, and a church. Land directly behind the subject property (2336 New McDuffie Road) is zoned Heavy Industrial (HI).

5. The subject property does not feature any wetlands, nor is it situated within any Special Flood Hazard Areas.
6. As of the composition of this report, staff had not received any inquiries from the public concerning this application.

**ENGINEERING/UTILITIES COMMENTS:**

**Traffic Engineering Comments:**

- None received at this time

**Engineering Comments:**

- None received at this time

**Utilities Comments:**

- There is an 8" water line available for their use. No sewer is available.

**RECOMMENDATION:** The Planning Commission recommends **Approval** of the rezoning request to rezone the property to Light Industrial (LI), with the following recommendations:

1. A 20-foot planting strip shall be required along the frontage of Old McDuffie Road. Such plantings shall consist of medium to large sized trees.
2. No vehicle shall be parked or serviced within 50 feet of Old McDuffie Road.

*NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.*

**Allen B. Mealing**

2948 Rollingwood Drive  
Augusta, GA 30996  
(706) 840-4409  
abmealing@gmail.com

**To: Planning & Zoning Division**

Augusta - Richmond County  
525 Telfair Street  
Augusta, GA 30901

Subject: Rezoning request - Parcel# 083-0-114-00-0

Greetings:

I, Allen B. Mealing, am writing to formally submit this Letter of Intent to request the rezoning of the property located at 3035 Old McDuffie Rd from its current zoning designation of R-1A to LI. This request is being made to facilitate a secure and adequate storage for a fleet of commercial vehicles.

The property in question consists of approximately 3.5 acres. The proposed rezoning aligns with the neighboring parcels adjacent my property [Parcel# 083-0-114-00-0].

I am a vigilant property owner. I will ensure proper upkeep. If approved, the presence and traffic created could deter illegal dumping which often plagues the area.

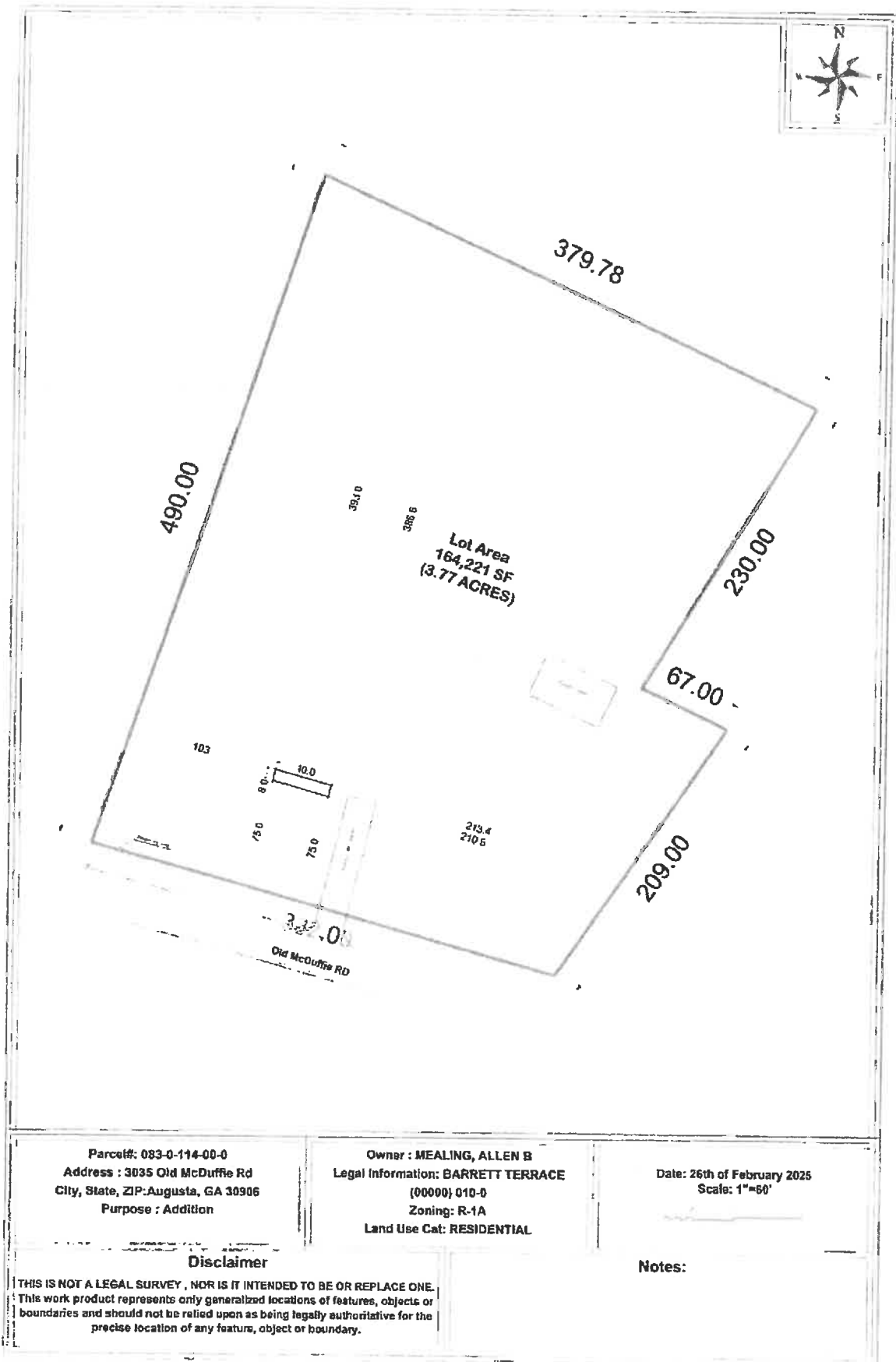
In support of this request, I have attached the required application, and any other pertinent documents. Additionally, I am prepared to comply with all necessary procedural requirements, including community meetings and public hearings, as stipulated by the the county's planning and zoning regulations.

I appreciate your consideration of this rezoning request. Please let me know if there are any additional materials or information needed to facilitate the review process. I am available to meet at your earliest convenience to discuss this matter further.

Thank you for your attention to this request. I look forward to your response and working together to ensure a successful outcome.

Sincerely,

Allen B. Mealing





Planning Commission  
2-25-16  
April 2, 2025

3035 Old McDuffie Road

Aerial

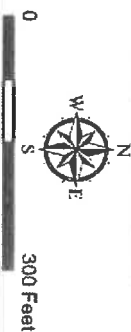
 Subject Property

*Augusta*  
GEORGIA

Produced By: City of Augusta  
Planning & Development Department  
535 Tallair Street Suite 300  
Augusta, GA 30901  
3/14/2025 PE22633

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments, both internal and external to the constituent government of Augusta, GA, Augusta, GA and the companies that provide data to the constituent government. It is not intended to be used for any purpose other than the intended purpose. It is not intended to be used for any purpose other than the intended purpose. It is not intended to be used for any purpose other than the intended purpose.









Planning Commission  
Z-25-16  
April 2, 2025

3035 Old McDuffie Road

Current Zoning

 Subject Property

**Zoning Classification**

-  A: Agriculture
-  HI: Heavy Industry
-  R-1A: One Family Residential
-  R-MH: Manufactured Home Residential

*Augusta*  
O G O R G I A

Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/14/2025 pe22633

Augusta, GA Declaration

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the accuracy of the source data provided by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibility for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

N



0 300 Feet



**Request:** A Change of Zoning a rezoning from zone R-1A (One-Family Residential) to zone LI (Light Industry) to develop a storage yard for commercial vehicles, affecting property containing approximately 3.77 acres located at 3035 Old McDuffie Road.  
**Name:** Allen B. Mealing  
**Parcel:** 083-0-114-00-0



Planning Commission  
Z-25-16  
April 2, 2025

3035 Old McDuffie Road

Future Zoning

Subject Property

**Zoning Classification**

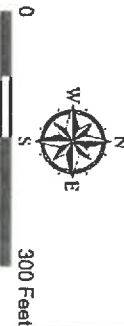
- A: Agriculture
- HI: Heavy Industry
- R-1A: One Family Residential
- R-MH: Manufactured Home Residential
- LI: Light Industry

*Augusta*  
G E O R G I A

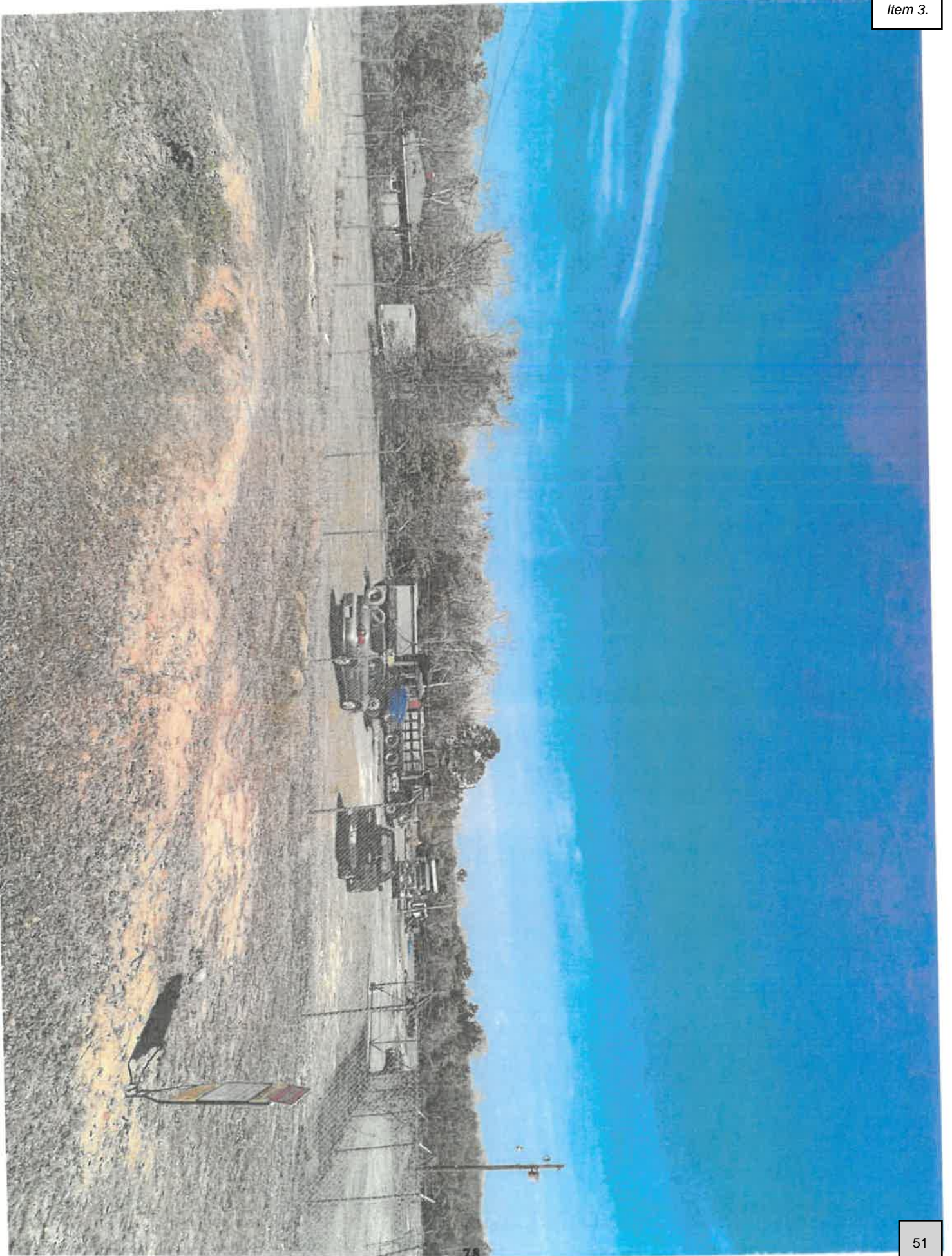
Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/14/2025 pe22633

Augusta, GA Darkener

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as supplied by the agencies and departments with internal and external to the city of Augusta. The city of Augusta does not warrant the accuracy of the information or accuracy of the data shown on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.









## Commission Meeting

April 15, 2025

Item Name: **Z-25-18**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>Z-25-18</u></b> – A petition by the City of Augusta requesting a rezoning from zone R-1A (One-Family Residential) to zone B-1 (Neighborhood Business) to develop a community event center, affecting property containing approximately 0.22 acres located at 3301 Milledgeville Road. Tax Map # 069-2-032-00.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The building must come into compliance with minimum building codes prior to the issuance of a business license.</li> <li>2. Provide landscaping of individual planter boxes placed in the front of the primary structure.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Hearing Date:** April 2, 2025  
**Case Number:** Z-25-18  
**Applicant:** City of Augusta  
**Property Owner:** Mikel Wiggins  
**Property Address:** 3301 Milledgeville Road  
**Tax Parcel No(s):** 069-2-032-00-0  
**Current Zoning:** R-1A (One-Family Residential)  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 2:** Stacy Pulliam  
**Super District 9:** Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Rezoning from R-1A (One-Family Residential) to B-1 (Neighborhood Business)	Community Meeting Space	Section 21-1

#### SUMMARY OF REQUEST:

This petition involves a 1.45-acre parcel located at the corner of Milledgeville Road and Bayvale Road. The Augusta Planning and Development Department has initiated a request to rezone the property from R-1A (One-Family Residential) to B-1 (Neighborhood Business) to allow for commercial uses. While the property is currently residentially zoned, historically businesses have operated from the property which traces back prior to the adoption of the Zoning Ordinance. The property owner intends expand the current use of the property to establish a community meeting space.

#### COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is located within the South Augusta Character Area. The vision for South Augusta reflects a mix of housing types, preserving suburban-style, single-family neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Mixed-use and planned unit developments are encouraged at infill sites and at abandoned commercial properties, enhancing walkability, and reducing car dependency.

#### FINDINGS:

1. There is no recent zoning history for the property. While property has been used commercially but remains zoned R-1A (One-family Residential).



1. According to the Augusta-Richmond County Tax Assessor's office records the 864 square foot commercial building was constructed in 1961.
2. The applicant states that a convenience store has operated from the property since 1961. The Comprehensive Zoning Ordinance was adopted in March of 1963.
3. In 2017, a Zoning Conformation letter was issued to the property owners. This letter stated that the zoning of the property is R-1A (One-Family Residential), but it is considered legal non-conforming in regard to commercial use. Uses permitted in the B-1 (Neighborhood Business) zone would be allowed.
4. The property has access to public water and sanitary sewer.
5. The Georgia Department of Transportation (GDOT) Function Classification Map, 2017, classifies this section of Milledgeville Road and Bayvale Road are classified as local roads.
6. The nearest public transit line measure approximately 0.32 miles from the subject property.
7. Adjacent zoning is predominately R-1A (One-Family Residential) with various B-1 (Neighborhood Business) and B-2 (General Business) zoned parcels throughout the Milledgeville Road corridor affronting Milledgeville Road.
8. According to the FEMA Flood Insurance Rate Maps (FIRM) the properties are not located in a Special Flood Hazard Area.
9. According to the Augusta-Richmond County GIS Wetlands Layer there are no national wetlands located on the properties.
10. The proposed change in zoning to B-1 would be consistent with the 2023 Comprehensive Plan. Several nearby properties along Milledgeville Road are commercial in nature.
11. At the time of completion of this report, staff have not received inquiries regarding this application.

#### ENGINEERING/UTILITIES COMMENTS:

##### Traffic Engineering Comments:

- None received at this time

##### Engineering Comments:

- None received at this time

##### Utilities Comments:

- None received at this time

**RECOMMENDATION:** The Planning Commission recommends Approval of the rezoning request to B-1 (Neighborhood Business) as the property has historically been used commercially and several nearby parcels along Milledgeville Road are commercial in nature with the following conditions:

1. The building must come into compliance with minimum building codes prior to the issuance of a business license.
2. Provide landscaping of individual planter boxes placed in the front of the primary structure.



*NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.*




---

**Planning and Development Department**
**Melanie Wilson,  
Director**

June 7, 2017

Mrs. Brenda O. Coater  
5226 Parham Road  
Grovecreek GA 30813

Re: 3301 Milledgeville Road  
Tax Map 069-2-032-00-0

Dear Mrs. Coater:

The purpose of this letter is to confirm the permitted use for the property known as 3301 Milledgeville Road. The Augusta Tax Assessor's records indicate the building on the property was constructed in 1961 as a commercial structure. Zoning was established in Augusta in 1963 which means this property, which is zoned R-1A (One-family Residential), is legal non-conforming in regards to commercial use. As such, those uses permitted in the B-1 (Neighborhood Business) Zone would be allowed; excluding any use, that includes the sale or serving of alcohol due to the proximity of the neighboring school. The definition of B-1 may be found in the Comprehensive Zoning Ordinance for Augusta at the following website:

[www.augusta.ga.gov/citydepartments/planningandzoning/developmentdocuments](http://www.augusta.ga.gov/citydepartments/planningandzoning/developmentdocuments).

Section 5 of the Zoning Ordinance allows that legal non-conforming improvements destroyed by casualty may be restored to their original condition.

Permitted zoning does not exempt a property, or their owner, from any State or local building or fire codes or local business licensing.

If we can be of any further assistance, please do not hesitate to contact our office.

Sincerely,

Brendon Cunningham  
Development Manager

BCU/ls



Request: A Change of Zoning from zone R-1A (One-Family Residential) to zone B-1 (Neighborhood Business) to develop a community event center, affecting property containing approximately 0.22 acres located at 3301 Milledgeville Road.  
Name: City of Augusta  
Parcels: 069-2-032-00-0

Planning Commission  
Z-25-18  
April 2, 2025

3301 Milledgeville Road

Aerial

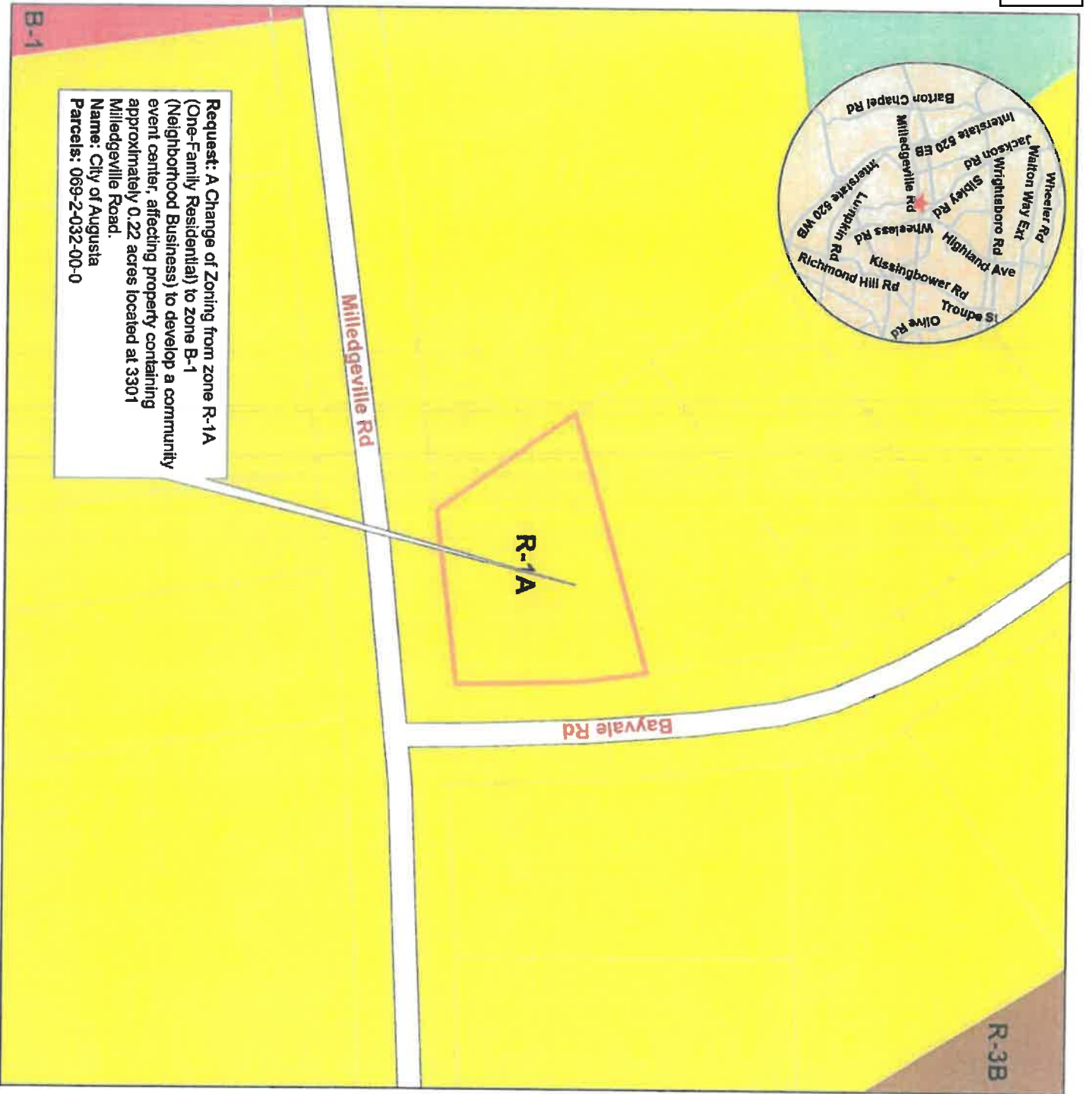
Subject Property

*Augusta*  
O G A  
Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/17/2025 pa22633

Augusta, GA Desktop

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as supplied by various agencies and departments. No warranty is made as to the accuracy or completeness of the data. The City of Augusta, GA, and its employees, contractors, and consultants do not warrant the accuracy, completeness, timeliness, or reliability of the data. The City of Augusta, GA, and its employees, contractors, and consultants do not warrant the accuracy, completeness, timeliness, or reliability of the data. The City of Augusta, GA, and its employees, contractors, and consultants do not warrant the accuracy, completeness, timeliness, or reliability of the data.





**Request:** A Change of Zoning from zone R-1A (One-Family Residential) to zone B-1 (Neighborhood Business) to develop a community event center, affecting property containing approximately 0.22 acres located at 3301 Milledgeville Road.  
**Name:** City of Augusta  
**Parcels:** 069-2-032-00-0

**Planning Commission**  
**Z-25-18**  
**April 2, 2025**

**3301 Milledgeville Road**

**Current Zoning**  
Subject Property

**Zoning Classification**

- A: Agriculture
- B-1: Neighborhood Business
- R-1A: One Family Residential
- R-3B: Multiple-Family Residential

*Augusta*  
G A U G U S T A

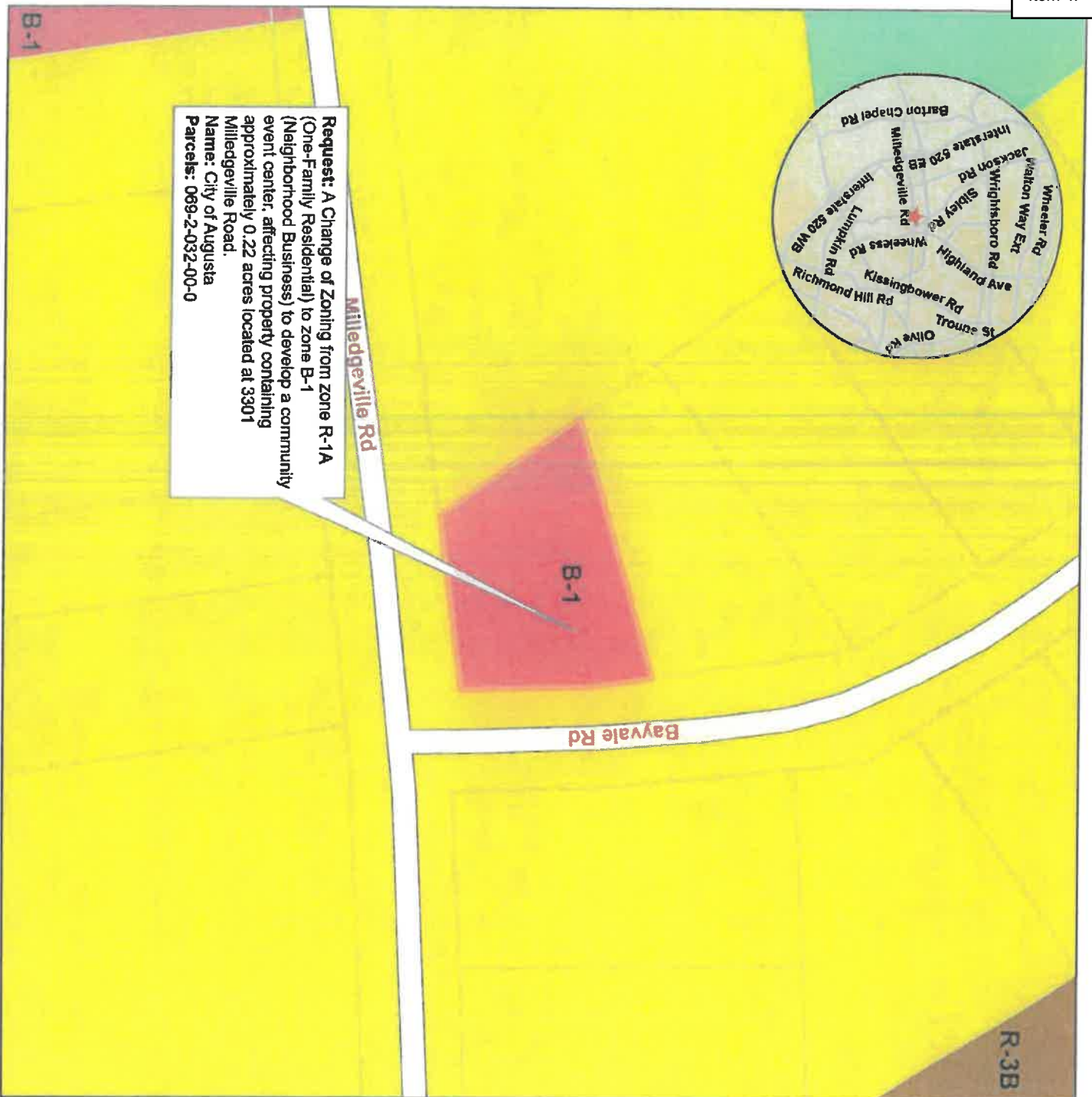
Produced By: City of Augusta  
Planning & Development Department  
535 Telair Street Suite 300  
Augusta, GA 30901  
3/17/2025 pe26333

Augusta, GA Disclaimer  
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled. The City of Augusta and its representatives do not warrant or assume any liability for the accuracy or completeness of the information contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

0 100 Feet

W E  
S N





**Planning Commission**  
**Z-25-18**  
**April 2, 2025**

**3301 Milledgeville Road**

## Future Zoning

 Subject Property

## Zoning Classification

**A: Agriculture**

**B-1: Neighborhood Business**

R-1A: One Family

Residential

**R-3B: Multiple-Family Residential**

Produced By: City of Augusta  
Planning & Development Department  
535 Tellur Street Suite 300  
Augusta, GA 30901  
31/7/2025 pe22633

Augusta, 6th District

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Anguilla. C.A. Anguilla, CA and its companies contracted to develop these data, cannot or local responsibilities for the information of accuracy contained on this map, it is strictly restricted to sell or reproduce these maps or data for any reason without the written consent of the Anguilla-Richmond County Commission.







MARCH 2025

APPROVED SITE PLANS									
Project #	PROJECT NAME	SITE ADDRESS	PARCEL ID	DATE APPROVED	DESCRIPTION	Disturbed Acreage	District	LD #	NPDES
2024-086	Wainbaur Enterprises	2521 Reynolds Industrial Rd	007-0-075-00-0	3/13/2025	1" water service	0.02	7	2025-017-LD	N/A
2024-083	Wholesaler Road Retail	1102 Trust Ave	031-0-013-01-0	3/20/2025	Commercial Retail	2.30	3	2025-018-LD	PAID
2024-037-R1	101540 Augusta McDonalds	3980 Harper Franklin Ave	086-3-215-00-0	3/20/2025	Revision to previously approved 2024-037	1.01	3	2025-019-LD	PAID
2024-083	EDS Storage Building	1002 King Ave	029-0-031-04-0	3/24/2025	New Construction Storage Building	0.15	3	2025-020-LD	N/A
2024-085	The Villare at Meadowbrook	3255 Deans Bridge Road	095-4-001-00-0	3/26/2025	Multi-Family Residential Apartments	19.55	5	2025-021-LD	PAID
2024-085	OXERRA Americas Warehouse Expansion	1895 Doug Barnard Pkwy & 1525 Dixon Airline Rd	146-0-005-00-0; 135-0-009-00-0	3/27/2025	Industrial Warehouse	9.50	1	2025-023-LD	PAID
2025-059-R1	15 Star Express (Revision)	4505 & 4507 Windsor Spring Rd	194-0-001-08-0; 194-0-001-09-0	3/27/2025	Revision to previously approved 2023-059-R1	2.76	8	2025-024-LD	PAID
2025-018	Whyte David Holdings LLC	3928 Buck Rd	029-0-014-00-0	3/27/2025	Boat & RV storage	3.59	3	2025-025-LD	PAID
APPROVED DEVELOPMENT PLANS									
APPROVED GRADING/E&S PLANS									
2025-009	TPPEM	3165 Damascus Rd, et al.	043-3-005-00-0, et al.	3/26/2025	Renovation of "The Patch" golfcourse	144.85	2	2025-022-LD	PAID
APPROVED ADMINISTRATIVE SITE PLANS									



## Commission Meeting

April 15, 2025

Item Name: **Z-25-17**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption</b>	<b><u>Z-25-17</u></b> – A request for concurrence with the Augusta Planning Commission to <b>DENY</b> a petition by JSMG Development, LLC requesting a rezoning from zone R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a townhome community of 72 units, affecting property containing approximately 11.22 acres located at 1514 Goshen Circle. Tax Map # 199-0-003-00-0.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Denial
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



**Hearing Date:** April 2, 2025  
**Case Number:** Z-25-17  
**Applicant:** JSMG Development, LLC  
**Property Owner:** JSMG Development, LLC  
**Property Addresses:** 1415 Goshen Circle  
**Tax Parcel No:** 199-0-003-00-0  
**Current Zoning:** R-1A (One-Family Residential)  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 8:** Brandon Garrett  
**Super District 10:** Wayne Guilfoyle



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION
Rezoning from R1-A (One-Family Residential) to R1-E (One-Family Residential)	Single-Family Attached (Townhome) Development	Section 13-1

#### SUMMARY OF REQUEST:

This application is requesting to rezone an 11.31-acre property at 1415 Goshen Circle from R-1A (One-Family Residential) to R-1E (One-Family Residential) to develop a single-family attached residential townhome development consisting of 72 lots. The tract is currently vacant and undeveloped.

#### COMPREHENSIVE PLAN CONSISTENCY:

According to the 2023 Comprehensive Plan the property is within the South Augusta Character Area. The vision for South Augusta Character Area reflects a mix of housing types, preserving suburban-style, single-family neighborhoods, while medium density residential developments are added in a targeted manner to diversify housing options as utility and transportation infrastructure improves. Underserved neighborhoods are revitalized through infrastructure improvements and public-private-partnerships in new and rehabilitated housing.

#### FINDINGS:

1. A previous zoning application (Z-22-24) was considered by the Planning Commission in May of 2022, and was continued until the July meeting when it was withdrawn by the applicant.
2. The concept site plan submitted with the rezoning application proposes:
  - 72 attached townhome units consisting of 26 foot wide by 100-foot-long lots
  - A density of 6.3 dwelling units per acre for the development
  - 3.62 acres of open space



- Access to the development by extending Goshen Circle
  - Roadways within the development will consist of public streets
  - A 20-foot west buffer on the west side and a 10-foot buffer around the north, east and south sides of the property
  - An amenity area, dog park and playground
3. A maximum density of 10 dwelling units per acre is allowed in R-1E zoning districts. The development proposes 6.3 dwelling units per acre.
  4. R-1E zoning requires a development to have at least 25 percent of open space. This proposed development offers 32 percent of open space.
  5. A minimum 10 ft buffer yard is required along the side and rear yard perimeter boundary of the property. The submitted conceptual site plan indicates a 20 feet buffer along the west property line where existing single-family homes are located, a 10-foot buffer along the north and west property lines next to the golf course, and a 10-foot buffer on the south property line adjacent to vacant land.
  6. Stormwater detention is planned at the lowest elevations along the north boundary of the property and will be maintained by a homeowner's association.
  7. Goshen Drive will be extended approximately 1,400 feet, forming a loop providing access to all the lots within the subdivision.
  8. The existing road right-of-way of Goshen Circle does not contain sidewalks, but sidewalks will be required on both sides of the streets created within the proposed subdivision. The submitted conceptual site plan shows sidewalks on both sides of the extended Goshen Circle.
  9. The proposed development of 72 attached single-family homes requires a minimum of 162 parking spaces. The submitted conceptual site plan shows 2 parking spaces per lot and 20 parking spaces for guests for a total of 164 spaces.
  10. The sites have access to public water and public sanitary sewer is approximately 125 feet from the property requiring the developer to extend sanitary sewer to the site.
  11. According to the FEMA Flood Insurance Rate Maps (FIRM) the property is not located within a Special Flood Hazard Area.
  12. According to the Augusta-Richmond County GIS Map Layer there are no wetlands located on the property.
  13. Public transit is not available near the property.
  14. According to the Georgia Department of Transportation State Functional Classification Map, Goshen Circle is classified as a Local Road.
  15. The adjacent zoning district to the west is R-1A (One-Family Residential) consisting of single-family homes ranging in size from approximately a quarter acre to one third of an acre. To the north and east is the Goshen Plantation Golf Course zoned R-1 (One-Family Residential) and A (Agriculture). The property to the south is vacant land and zoned R-1A (One-Family Residential).
  16. Goshen Lake Drive South is the only means of ingress/egress to the Goshen Retreat subdivision consisting of 95 lots and the proposed development. Number of lots planned within this development exceeds that maximum number of lots permitted for a single access street within a subdivision and will require approval of a subdivision variance from Section 302(OO) of the Land

Subdivision Regulations which requires two entrances for developments between 100 and 200 lots.

17. The proposed rezoning is consistent with the 2023 Comprehensive Plan.

18. At the time of the completion of this report, staff have received a few inquiries regarding the petition as advertised.

#### **ENGINEERING/UTILITIES COMMENTS:**

##### **Traffic Engineering Comments:**

- None received at this time

##### **Engineering Comments:**

- None received at this time

##### **Utilities Comments:**

- There is an 8" water line that is available for their use. There is an 8" sewer line that will need to be extended to their site. They need to make sure that when they are laying out the lots that they accommodate AUD requirements on water and sewer service locations. The water and sewer service layout will be looked at closely.

**RECOMMENDATION:** The Planning Commission recommends Denial of the rezoning request.

*NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.*

## **Narrative**

JSMG Development is submitting a rezoning application to Augusta-Richmond County to rezone an 11.11 acre tract from R-1A to R-1E for the development of fee simple residential townhomes. The proposed development will consist of 72 ownership townhome units with an amenity area. The proposed amenity will consist of a grass park area and a dog park. The amenity area and all common areas will be owned and maintained by a Homeowners Association. The property is at the end of Goshen Circle and is served by public water and sanitary sewer. The northern and eastern sides of the property are bounded by the Goshen golf course. The southern boundary is an undeveloped wooded tract, and the western boundary is single family residential development. A 20' buffer is proposed to be provided along the single family property lines.

### **Existing zoning:**

The existing zoning of the parcel is R-1A as shown on the provided exhibit. The zonings of the parcels adjacent to the parcels being requested to be rezoned are R-1A (Residential), and A (Agriculture).

### **Proposed zoning:**

It is being requested that tax parcel 199-0-003-00-0, 11.11 acres be rezoned to R-1E for the development of fee simple townhomes as shown on the exhibit.







**Planning Commission**  
**Z-25-17**  
**April 2, 2025**

**1514 Goshen Circle**

**Aerial**

 **Subject Property**

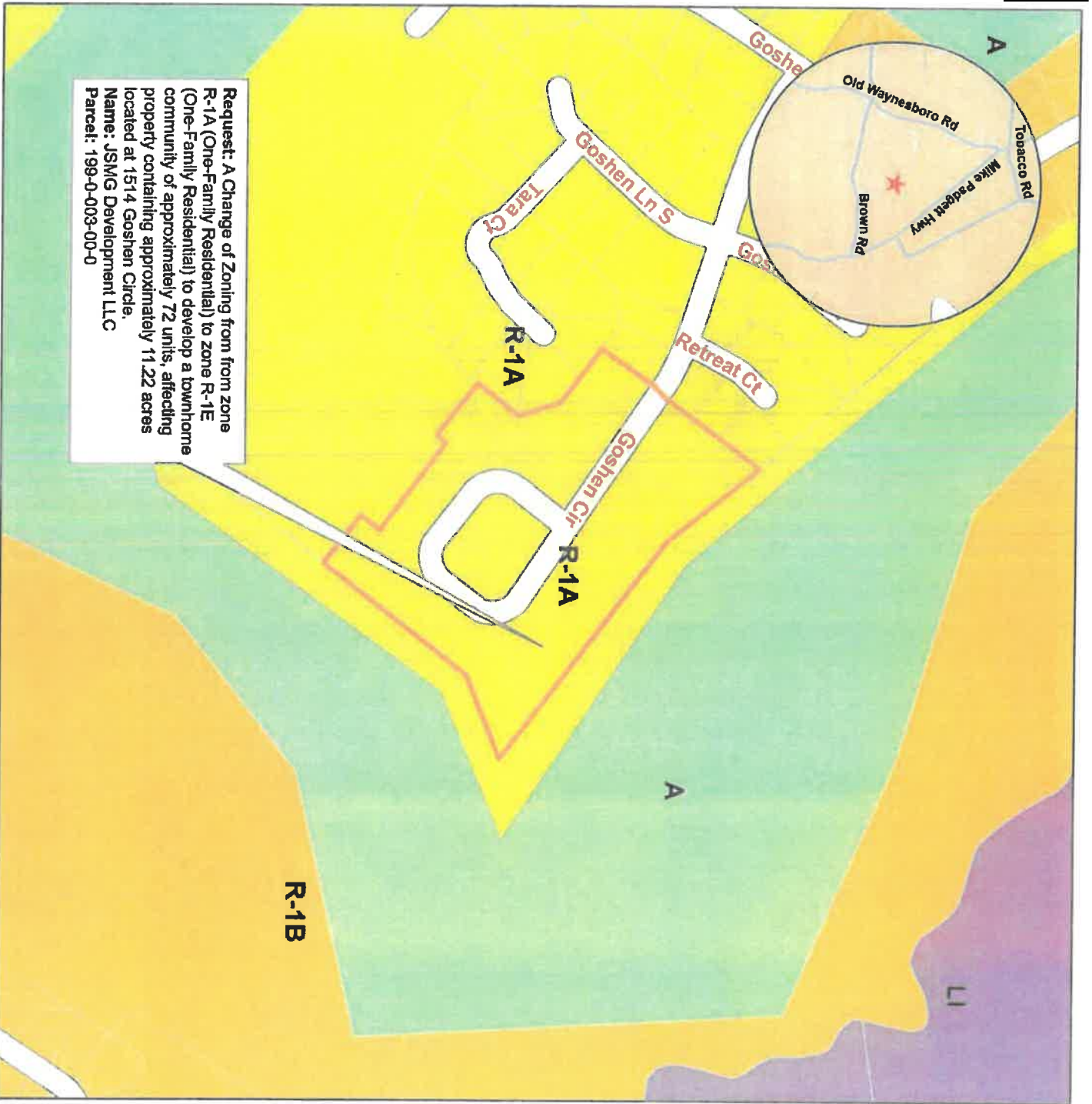
*Augusta*  
GEORGIA

Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/14/2025 pc22633

Augusta, GA Declaration:

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta. The City of Augusta and its employees are not responsible for any errors or omissions in the data or for any use of the information or services contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.





**Request:** A Change of Zoning from from zone R-1A (One-Family Residential) to zone R-1E (One-Family Residential) to develop a townhome community of approximately 72 units, affecting property containing approximately 11.22 acres located at 1514 Goshen Circle.  
**Name:** JSMG Development LLC  
**Parcel:** 199-0-003-00-0

**Planning Commission**  
**Z-25-17**  
**April 2, 2025**

**1514 Goshen Circle**

**Current Zoning**  
Subject Property

**Zoning Classification**

- A: Agriculture
- LI: Light Industry
- R-1: One Family Residential
- R-1A: One Family Residential
- R-1B: One Family Residential
- R-1C: One Family Residential

*Augusta*  
O U R O I A

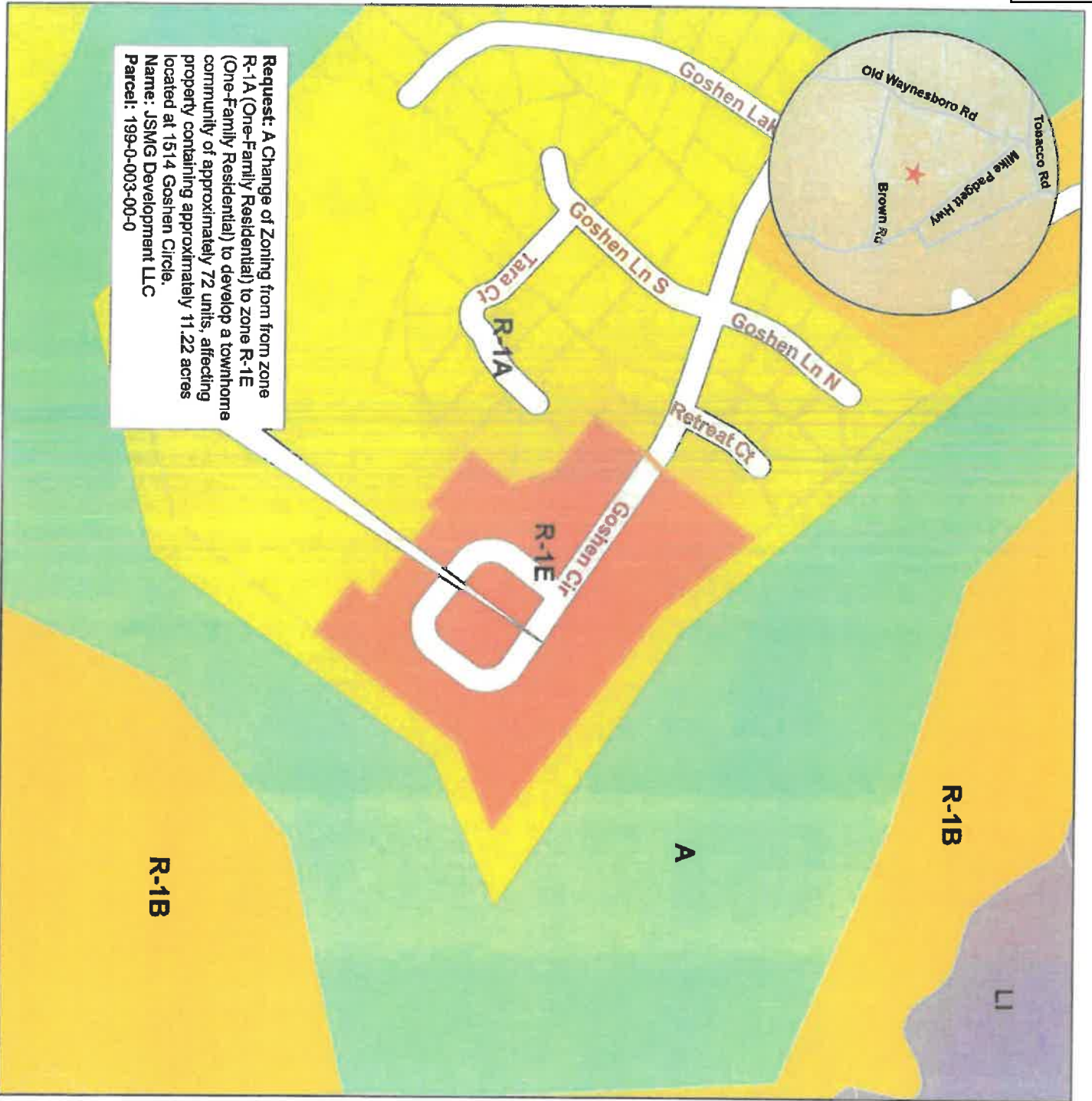
Produced By: City of Augusta  
Planning & Development Department  
535 Teller Street Suite 300  
Augusta, GA 30901  
3/14/2025 p#22633

Augusta, GA Disclaimer:  
The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information was compiled by various agencies and departments both internal and external to the city of Augusta, GA. Augusta, GA and the companies connected to develop these data assume no legal responsibilities for the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

0 500 Feet

W E  
S N













**Planning Commission**  
**Z-25-17**  
**April 2, 2025**

**1514 Goshen Circle**

**Future Zoning**

 **Subject Property**

**Zoning Classification**

-  **A: Agriculture**
-  **LI: Light Industry**
-  **R-1: One Family Residential**
-  **R-1A: One Family Residential**
-  **R-1B: One Family Residential**
-  **R-1C: One Family Residential**
-  **R-1E: One Family Residential**

*Augusta*  
AUGUSTA

Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/18/2025 p622633

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the companies contracted to develop these data assume no legal responsibility for the information or accuracy contained on this map. It is strictly intended to be used for informational purposes only. The information is not to be used for any other purpose without the written consent of the Augusta Regional County Commission.











## Commission Meeting

January 21, 2025

Item Name: **Final Plat – S-949**

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Carla Delaney, Director
<b>Caption:</b>	<b><u>SE-25-04</u></b> – A request for concurrence with the Augusta Planning Commission to <b>APPROVE</b> a petition by petition by Celina Lofton on behalf of Christopher A. Wright requesting a special exception per Section 26-1(h) of the Comprehensive Zoning Ordinance to establish a family personal care home with 6 clients affecting property containing approximately 0.24 acres located at 3622 Sturnidae Drive. Tax Map #119-0-303-00-0. Zoned R-1C (One-family Residential).
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	<ol style="list-style-type: none"> <li>1. The home shall be limited to no more than 6 residents with full supervision. Any live-in staff will be counted towards the maximum occupancy of the home.</li> <li>2. Successful completion of a Code Enforcement inspection is required before issuance of the business license.</li> <li>3. The applicant must receive an updated City of Augusta business license for the expanded number of residents and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports.</li> <li>4. The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Family Personal Care Home.</li> <li>5. No signage is permitted on the property.</li> </ol>
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**Hearing Date:** April 2, 2025  
**Case Number:** SE-25-04  
**Applicant:** Celina Lofton  
**Property Owner:** Christopher Wright  
**Property Address:** 3622 Sturnidae Drive  
**Tax Parcel No(s):** 119-0-303-00-0  
**Current Zoning:** R-1C (One-Family Residential)  
**Fort Eisenhower Notification Required:** N/A  
**Commission District 5:** Don Clark  
**Super District 9:** Francine Scott



REQUEST	PROPOSED USE/ACTIVITY	APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S)
Special Exception	Family Personal Care Home	Section 26-1(h)

**SUMMARY OF REQUEST:**

This special exception pertains to a 0.24-acre property located in the Southdale Subdivision and is zoned R-1C (One-Family Residential). The property features a one-story 1,400 square-foot residence that was constructed in 1977. The applicant is seeking approval of a special exception to increase the capacity from 3 to 6 clients at an established Family Personal Care Home on the property.

**COMPREHENSIVE PLAN CONSISTENCY:**

This property is situated in the South Augusta Character Area. The 2023 Comprehensive Plan’s vision for the South Augusta Character Area includes the continuation of mixed housing types at low to medium density to preserve the suburban-style, single-family residential character that is predominant in the area. Recommended Development Patterns for the South Augusta Character Area include maintaining low density single-family residential development in areas where it is already the predominant land use, infill residential development at densities compatible with the surrounding area and to place additional commercial development at major intersections.

FINDINGS:

SECTION 28-F-3 (B) HOME DESIGN REQUIREMENTS		
Common Areas	Requirement	Existing
I.	ADA-compliant Ramp (2010 standards)	N/A
II.	Design for Accessibility	N/A
III.	Living Room (minimum of 120 sq ft)	~150 sq ft
IV.	Kitchen/Dining Room (minimum of 80 sq ft)	~300 sq ft
V.	Outdoor Space and Fencing	Backyard enclosed by fence
Bedrooms or Private Living Spaces	Requirement	Existing
I.	Bedrooms (minimum 100 sq ft per person)	BR 1) ~136 sq ft/1 person BR 2) ~220 sq ft/2 people BR 3) ~120 sq ft/1 person BR 4) ~120 sq ft/1 person BR 5) ~140 sq ft/1 person
Bathroom Facilities	Requirement	Existing
I.	Functional toilet (1:4 occupants*)	2
II.	Showering/Bathing Facility (1:6 occupants*)	2
III.	ADA-compliant Facilities (2010 standards)	N/A
*Includes persons who reside there and receive care, care providers, and other persons living in the home.		
Off-Street Parking	Requirement	Proposed
I.	4 Total Required Spaces**	6
**Homes must meet the requirements for Off-Street Parking in Section 4-2 of the Comprehensive Zoning Ordinance.		

1. The applicant proposes to establish a Family Personal Care Home, providing care for six (6) residents.
2. The residence contains five (5) bedrooms and two (2) bathrooms, along with a living room, kitchen and dining room combo, laundry room, and office. No additions have been proposed at this time.
3. The home will be operated by one (1) staff member per shift which will care for a maximum of six (6) clients.
4. The nearest Family Personal Care Home is located approximately 1.6 miles of the subject property along Windsor Spring Road.
5. Records indicate that a personal care home has been established on the property since 2017.
6. Sturnidae Drive is identified as a local road.
7. The nearest bus route is on Deans Bridge Road located approximately 1.4 miles from the property.
8. Public water and sewer are present in the area and currently in use at the property.

**Augusta-Richmond County  
Planning Commission  
Staff Report**

9. The property is not located within a Special Flood Hazard Area and there are no wetlands located on the property.
10. The proposal is compatible with surrounding land uses and consistent with aspects of the 2023 Comprehensive Plan.
11. At the time of completion of this report, staff has not received any inquiries regarding this application.

**ENGINEERING/UTILITIES COMMENTS:**

Traffic Engineering Comments:

- None received at this time

Engineering Comments:

- None received at this time

Utilities Comments:

- There is an 8" water line and an 8" sewer line available for their use.

**RECOMMENDATION:** The Planning Commission recommends **Approval** of the special exception to establish a Family Personal Care Home with the following conditions:

1. The home shall be limited to no more than 6 residents with full supervision. Any live-in staff will be counted towards the maximum occupancy of the home.
2. Successful completion of a Code Enforcement inspection is required before issuance of the business license.
3. The applicant must receive an updated City of Augusta business license for the expanded number of residents and continue to maintain a license with the State of Georgia. Proof of compliance with the minimum requirements of Chapter 290-2-5-18 of the O.C.G.A must be provided, and the applicant must provide annual inspection reports.
4. The home shall be staffed and maintained in compliance with all State Department of Community Health regulations for a Family Personal Care Home.
5. No signage is permitted on the property.

*NOTE: This staff report includes the information available approximately two weeks prior to the Planning Commission hearing. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make a verbal recommendation at the hearing based on all the information available at that time.*




Dear Department of Planning and Development,

Lofton Personal Care Home #2 respectfully requests a modification to its current special exception permit. We seek to increase our bed capacity from 3 beds to 6 beds. 1 staff member per shift with maximum 6 clients total.

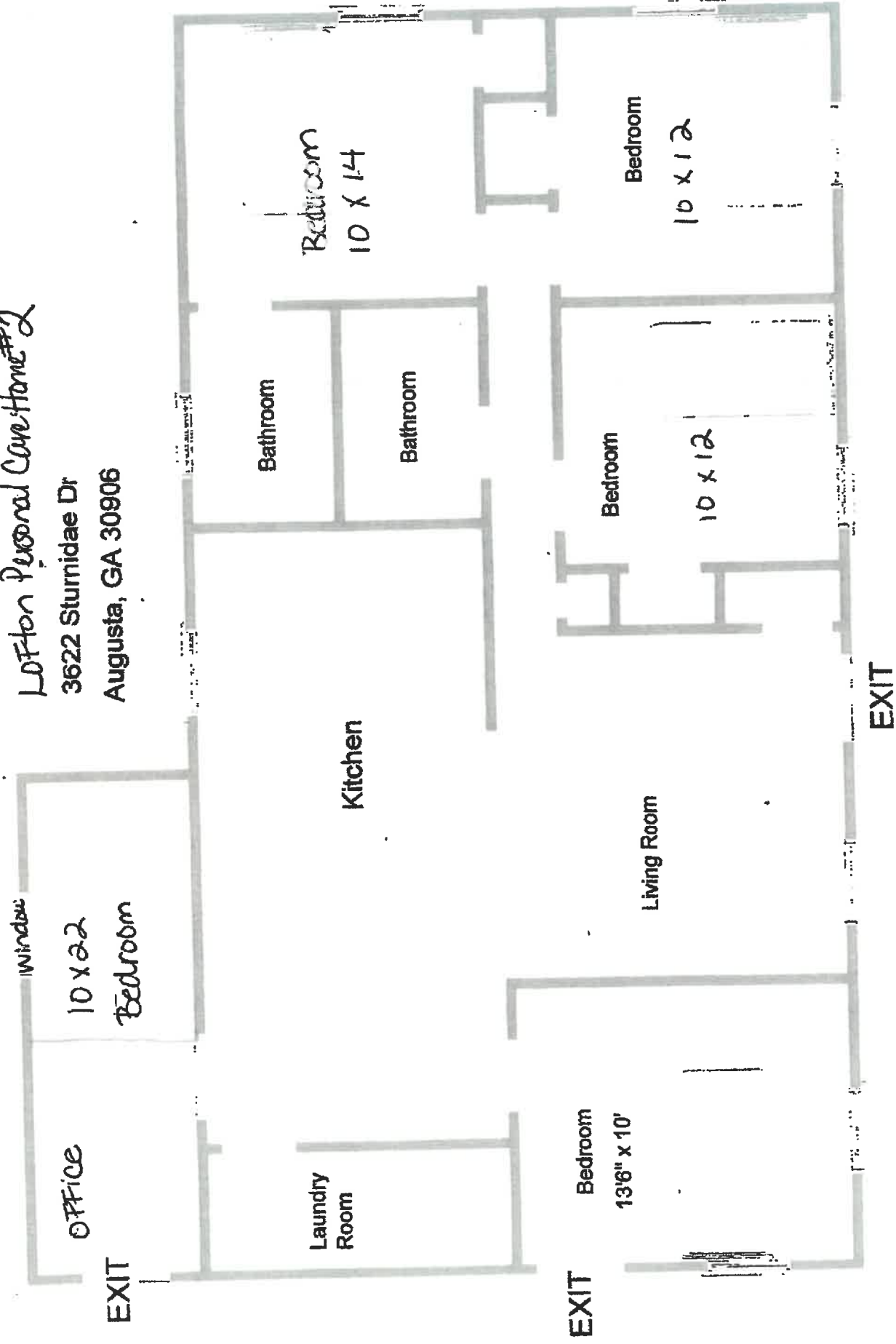
As a Family Model home, we are specifically designed to serve the needs of elderly and/or disabled individuals within our community. We would be pleased to provide any additional information you may require.

Thank you for your consideration.

Sincerely,  
Lofton Personal Care Home #2

Celina Lofton  
 2/24/25  
Lofton Personal Care Home  
3622 Stumidae Dr  
Augusta GA 30906  
762-227-9393

Lofton Personal Care Home #2  
3622 Sturnidae Dr  
Augusta, GA 30906





**Planning Commission**  
**SE-25-04**  
**April 2, 2025**

**3622 Sturnidae Drive**

**Aerial**

Subject Property

*Celina Lofton*  
C E L I N A L O F T O N

Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street, Suite 300  
Augusta, GA 30901  
3/17/2025 pa226333

Augusta, GA District 07

This data represented on this map has been compiled by the best methods available. Augusta, GA District 07 is not responsible for any errors or omissions. The data is provided for informational purposes only and is not intended to be used for any other purpose. The City of Augusta, GA and its employees, contractors, and consultants do not warrant the accuracy, completeness, or reliability of the information or accuracy contained on this map. It is strictly forbidden to sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.

0 100 Feet









Planning Commission  
SE-25-04  
April 2, 2025

3622 Sturnidae Drive

Current Zoning

 Subject Property

Zoning Classification

-  A: Agriculture
-  R-1B: One Family Residential
-  R-1C: One Family Residential
-  R-1D: One Family Residential

*Celina Lofton*  
Augusta  
Georgia

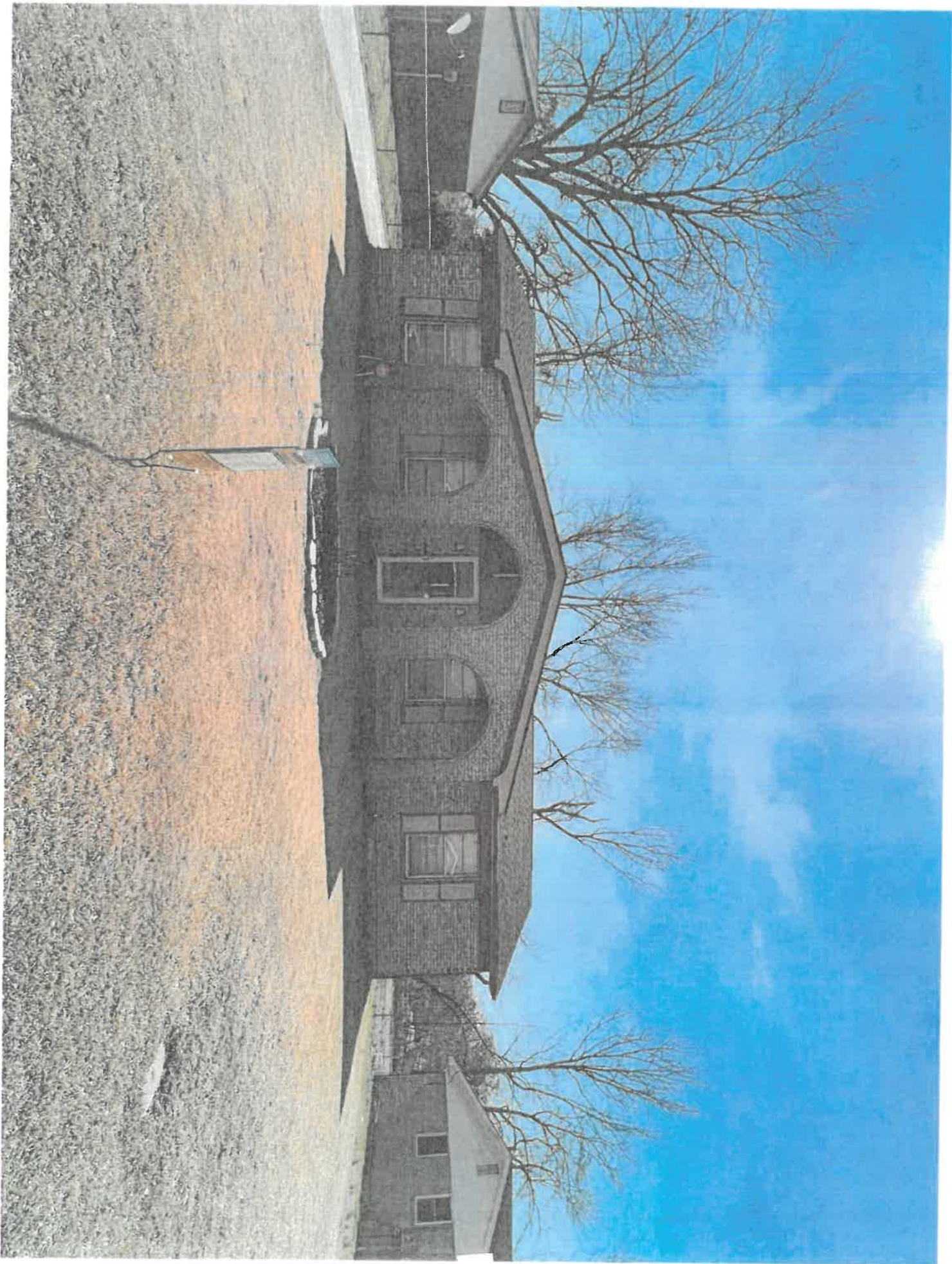
Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
3/17/2025 pe22633

Augusta, GA Ditchliner

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as supplied by various agencies and departments both internal and external to the consolidated government of Augusta, GA. Augusta, GA and the company, Ditchliner, do not warrant the accuracy of the data. The company, Ditchliner, is not responsible for the use of the data for any purpose other than the original purpose for which it was collected. The company, Ditchliner, is not responsible for the use of the data for any purpose other than the original purpose for which it was collected.









## Commission Meeting

April 15, 2025

### Minutes

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of the April 1, 2025 Commission Meeting held April 1, 2025.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## AUGUSTA COMMISSION MEETING MINUTES

Commission Chamber  
Tuesday, April 01, 2025  
2:00 PM

### **PRESENT:**

Mayor Garnett Johnson  
Mayor Pro Tem Wayne Guilfoyle  
Commissioner Jordan Johnson  
Commissioner Stacy Pulliam  
Commissioner Catherine Rice  
Commissioner Alvin Mason  
Commissioner Don Clark  
Commissioner Tony Lewis  
Commissioner Tina Slendak  
Commissioner Brandon Garrett  
Commissioner Francine Scott

### **INVOCATION**

Reverend Mark Maund, Pastor, Riverview Church

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

### **DELEGATION(S)**

- A. Ms. Kathy Randolph and Kerry Bridges** regarding Energy Efficiency Big Check Presentation relative to the partnership with Georgia Power and TRANE.

**Presentation made by Georgia Power to the Mayor on behalf of the city.**

- B. Mr. Moses Todd** discuss wastewater treatment contract automatic renewal with ESG.

Presentment made by Mr. Todd relative to said subject matter.

- C. Mr. Melvin Kelly** to discuss youth activities/homelessness.

Presentment made by Mr. Kelly relative to said subject matter.

### **CONSENT AGENDA**

*(Items 1-24)*

### **PUBLIC SERVICES**

1. Motion to **approve** Masters 2025 Van Rentals FOR Augusta Regional Airport. (**Approved the Augusta Aviation Commission March 20, 2025**) (**Requested by Commissioner Don Clark**) (**Approved by Public Services Committee March 25, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

2. Motion to **approve A.N. 25-15 – Existing Location, New Ownership: Retail Package Beer and Wine, Innaiah Yenumula** applicant for **Shoppers Stop**, 1649 Olive Road, District 1, Super District 9 (**Approved by Public Services Committee March 25, 2025**)

**(3) Objectors**

**Motion to approve**

**Motion made by Garrett seconded by Scott**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

3. Motion to **approve A.N. 25-16 – New Location: Consumption on Premises Beer, Wine & Sunday Sales. Robert Shawn Moseley** applicant for **Emil's LLC**, located at 902 Broad Street. District 1, Super District 9 (**Approved by Public Services Committee March 25, 2025**)

**Three objectors (3)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

4. Motion to **approve A.N.25-17 – New Ownership: Consumption on remises Bear, Wine, & Sunday Sales, Manish Kumar N. Patel** applicant for **Homesuites by Hilton Augusta** (**Approved by Public Services Committee March 25, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**



Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

5. Motion to **approve A.N. 25-18** – New Location: Consumption on Premises Bear & Wine with Sunday Sales, Lawrence McDaniels applicant for MSW&W Cooperative LLC, doing business as Trellis Coffee Bar located at 1902 Walton Way, District, Super District.10 (**Approved by Public Safety Committee March 25, 2025**)

**One objector- Ms. Robertson numerous liquor licenses downtown need more grocery stores**

**Motion to approve**

**Motion made by Guilfoyle seconded by Garrett**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

6. Motion to **approve A.N. 25-19-** Existing Location: Adding Retail Package for Wine, Henry Schafer applicant for ILBI (Approved by Public Services Committee March 25, 2025) (**Approved by Public Services Committee March 25, 2025**)

**Applicant not present,**

**Three objectors- Ms. Robertson numerous liquor licenses downtown need more grocery stores**

**Motion to approve**

**Motion made by Guilfoyle seconded by Rice**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

7. Motion to **approve** a request by **Edward K. Knight** for **Massage Operator’s License** to be used in connection with **Wright Bodywork & Wellness Inc.** located at 807 Shartom Drive, Augusta GA 30907. District 7, Super District 10.(**Approved by Public Services Committee March 25, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

8. Motion to **approve** additional funding in the amount **\$61,000** for seasonal workers/ operational costs and capital outlay cost for vehicle and sprayer in the amount of **\$48,0006** associated with the Mosquito Control Program funded from Contingency as recommended by staff. **(Approved by Public Services Committee March 25, 2025)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

### **ADMINISTRATIVE SERVICES**

9. Motion to **approve** the purchase of six Ford F150s, at a total cost of \$277,027.44 from Akins Dodge Ford for the Utilities department. **(Approved by Administrative Services Committee March 25, 2025)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

10. Motion to **approve** the purchase of one forklift, at a total cost of \$37,184 from Atlanta Forklifts for the Augusta Utilities Department. (Bid #25-138) **(Approved by Administrative Services Committee March 25, 2025)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

### **ENGINEERING SERVICES**

11. Motion to **approve** Amendment to the Contract with ESG Operations, Inc. for the Operation of Water Pollution Control Facilities and approve an additional 5 year extension of the Contract. **(Approved by Engineering Services Committee March 25, 2025)**

**Substitute motion**

Motion to renew the operations portion of the contract for one year and at the end either put out for rebid or bring back in-house

**Motion made by Rice and seconded by J. Johnson**

Voting Yea Rice, J. Johnson, Scott, Lewis

Voting Nay Clark, Guilfoyle, Pulliam, Slendak, Mayor Johnson, Garrett, Mason

**Motion fails 4-7****Motion to approve****Motion made by Garrett seconded by Guilfoyle**

Voting Yea: Garrett, Clark, Guilfoyle, Slendak, Mayor Johnson, Mason,

Voting Nay: J. Johnson, Scott. Pulliam, Rice, Lewis

**Motion carries 6-5**

12. Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT Geotech) Services contract in the amount of \$253,950.00 for Road Paving 2024-2025 construction. MC2 assigned to Road Paving 2024-2025 construction material testing & special inspection services. AE/RFP 19-179. **(Approved by Engineering Services Committee March 25, 2025)**

**Motion to approve****Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

13. Motion to **approve** Supplementing (SA5) Construction Contract of Landfill Phase 3 Cell3B2 Unfinished Liner-Part3 Construction Services to Morgan Corp. Also, approve supplemental funding for \$1,000,000.00 for completing Cell3B2-Part3 construction. AE/RFP 21-183 **(Approved by Engineering Services Committee March 25, 2025)**

**Motion to approve****Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

- 14. Motion to approve** Augusta Utilities Contract With Itron For Advanced Metering Infrastructure (RFP 24-261). The requested is for a five (5) year contract with the option to extend for five (5) additional years with Commission approval. **(Approved by Engineering Services Committee March 25, 2025)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

- 15. Approve** the purchase through a sole source procurement for the Procore (web-based technology) for Augusta Engineering Infrastructure TIA & Other projects construction management. Also Approve funds in the amount of \$46,955.52 for this service annual usage. / AE

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

- 16. Motion to approve** proposal from HDR, Inc to provide additional engineering services to fulfill the requirements of the EPA Lead and Copper Rule Revision Water Service Line Inventory (PO 24AUA124) **(Approved by Engineering Services Committee March 25, 2025)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

- 17. Motion to approve** the purchase through a sole source procurement for the Opticom Miovision Emergency Preemption System for the TIA Intelligent Transportation System project (Project RC07-0151, PI#001726). Approve funds in the amount of \$599,030.50. Also, authorize the mayor to sign and execute the contract. AE **(Approved by Engineering Services Committee March 25, 2025)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**



- 18. Motion to *determine*** that portion of Woodson Lane as shown on the attached plat and consisting of approximately .32 acre, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).(**Approved by Engineering Services Committee March 25, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

- 19. Motion to *determine*** that portion of Dogwood Terrace Apartments ,approximately 940 feet of Fifteenth Ave, 326 feet of Dudley Street, 1264 feet of First Avenue, 1155 feet of Second Avenue, 1393 feet of Third Avenue, 722 feet of Leonard Drive and 877 feet of Old Savannah Road as shown on the attached plat, has ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removed from the county road system is otherwise in the best public interest, and a public hearing shall be held regarding the issue of abandonment pursuant to O.C.G.A. 32 -7-2, with the abandoned property to be quit-claimed to the appropriate party(ies).(**Approved by Engineering Services Committee March 25, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

## **FINANCE**

- 20. Motion to *approve*** recommendation to approve a 3-year contract with Georgia Administrative Services, to provide Third Party Administrative Services for Workers Compensation in the amount of \$273,000, effective June 1, 2025. (RFP 25-123) (**Approved by Finance Committee March 27, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

21. Motion to **approve** the 2025 Budget Amendment for Personnel in the amount of \$50,000.00. This item was approved by the Augusta Aviation Commission on February 27, 2025. (**Approved by Finance Committee March 25, 2025**)

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

## **PUBLIC SAFETY**

22. Motion to **approve** the replacement of obsolete computer equipment (laptops, computers, servers, printers, scanners, switches, routers, VOIP phones, virtual environment, backup solutions, analog gateways, other telecommunication devices, security appliances, uninterrupted power supplies, radios, and MDTs) as well as the purchase of any related required computer software upgrades, cloud storage, and server resources.

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

## **APPOINTMENT(S)**

23. Motion to **approve** the appointment of **Ms. Kay Roland** to the Augusta Aviation Commission representing District 9.

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

## **PETITIONS AND COMMUNICATIONS**

24. Motion to **approve** the minutes of the March 18, 2025 Commission Meeting.

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

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

Item 7.

**AUGUSTA COMMISSION**  
**REGULAR AGENDA**

(Items 25-28)

**ADMINISTRATIVE SERVICES**

**25.** Discuss job postings and reclassifications to the next commission agenda. **(Requested by Commissioner Jordan Johnson)**

**Substitute motion wait for the legal department to come back with a definitive answer as to who can do what in this government e.g. reorganization of departments, reclassifications, create/ change any positions without Commission approval.**

**Motion made by J. Johnson and seconded by Scott**

**Voting Yea J. Johnson, Lewis, Scott, Ms. Pulliam**

**Voting Nay: Rice, Clark, Slendak, Garrett, Guilfoyle, Mayor Johnson**

**Abstaining: Mr. Mason**

**Motion fails 4-6-1**

**Motion to approve posting the Finance Director's position as a CFO.**

**Motion made by Guilfoyle seconded by Rice**

**Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.**

**Voting Nay: J. Johnson**

**Motion carries 10-1**

**FINANCE**

**26.** Motion to **approve** the tentative schedule for SPLOST 9 and authorize the Mayor to call a meeting with Hephzibah and Blythe to discuss the inter-governmental agreement for distribution of SPLOST 9 proceeds. **(Requested by Administration)**

**Motion to approve**

**Motion made by Mayor Johnson seconded by Rice**

**Voting Yea Mayor Johnson, J. Johnson, Pulliam, Rice, Mason, Clark, Guilfoyle, Slendak, Lewis**

**Motion carries 9-0**

**APPOINTMENT(S)**

- 27. Motion to reappoint Ms. Lekendrea Frazier to the Board of Tax Assessors to a four-year term. (Requested by Commissioner Tony Lewis)**

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

**ADDENDUM AGENDA**

**ADDITION(S) TO THE AGENDA:**

**DELEGATION:**

- 1. Donita Legoas, UGA Richmond County 4- H Agent, presentation current youth programming and accomplishments, including 4-H Day at the Capitol, District Program Achievement, Jr./Sr. County Council, Saturday clubs, in-school sessions, and more. (Requested by Commissioner Tony Lewis)  
Added to agenda without objections; Presentation made by Donita Legoas**

**PUBLIC SERVICES:**

- 2. Motion to approve the sole source purchase of OshKosh Aerotech KCI Valet Conveyor Systems in the Amount of \$135,740.00 This item was approved by the Augusta Aviation Commission on **February 27, 2025** and **Public Services Committee March 25, 2025.****

**Motion to approve**

**Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

- 3. Motion to approve funding, not to exceed \$381,000, for the Senior Nutrition program until June 30, 2025. (Requested by the Administrator)**



**Motion to approve****Motion made by Garrett seconded by Mason**

Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

**Motion carries 11-0**

**Request will be paid from contingency as recommended by Administrator Allen without objection.**

**LEGAL MEETING**

**A.** Pending and Potential Litigation

**B.** Real Estate

**C.** Personnel

**Motion to go into legal session to discuss pending and potential litigation, personnel, and real estate matters.**

**Motion made by Mason and seconded by Clark.**

Voting Yea. J. Johnson, Scott, Slendak, Clark, Garrett, Lewis, Pulliam, Rice, Mayor Johnson,

Voting Nay: Mason

**Motion carries 9- 1 Guilfoyle out**

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

**Motion to approve**

Motion made by Clark seconded by Mason

Motion carries 10-0 with Guilfoyle out

**Voting Yea:** Voting Yea Mayor Johnson, Guilfoyle, J. Johnson, Pulliam, Rice Mason, Clark, Guilfoyle, Slendak, Lewis and Scott.

- 29.** Motion for Augusta to deliver to the United States Treasury Unused Emergency Assistant Funds and expenses total **\$6, 542,779.64** for Emergency Rental Assistance.

**Motion to approve**

**Motion made by Clark seconded by Garrett**

Motions carries

**Voting Yea J. Johnson, Clark, Rice, Slendak, Lewis, Mayor Johnson, Clark, Mason**

**Voting Nay- Pulliam**

**Motion carries 9-1 with Scott and Guilfoyle out**

- 30.** Motion to **approve** the purchase of sanitary sewer improvements located on and near the Municipal Golf Course from TPPLLC at a price not to exceed \$700,000 in payable over five years.

**Addendum added without objection**

**Motion to approve,**

**Motion made by Rice and seconded by Mason**

**Voting Yea J. Johnson, Scott, Clerk, Rice Slendak, Pulliam, Lewis, Mayor Johnson, Clark, Mason**

**Motion carries 10-0 Guilfoyle out**

#####



## Public Services Committee Meeting

April 8, 2025

Alcohol License

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 25-20 – New Location: Retail Package Beer and Wine with Sunday Sales, Mark Coburn Jr.,</b> Applicant for the <b>Downtown Corner Store II</b> , located at 1018 Broad Street. District 1, Super District 9
<b>Background:</b>	New Location – Downtown Corner Store II (Convenient Store)
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$1330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

ORIGINAL

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

ALCOHOL BEVERAGE APPLICATION

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

1. Name of Business Downtown Corner Store II  
2. Business Address 1018 Broad Street  
3. City Augusta State GA Zip 30901  
4. Business Phone (706) 399-4011 Home Phone ( ) \_\_\_\_\_  
5. Applicant Name and Address: Mark A. Coburn  
446B Dogwood Way  
Evans, GA 30809  
Email address mac.092088@aol.com  
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel 036-4-248-00-0 Zoning B-2  
9. Location Manager(s) Mark A. Coburn

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
(☒) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_  
12. Mailing Address:  
Name of Business Downtown Corner Store  
Attention Mark A. Coburn  
Address 446B Dogwood Way  
City/State/Zip Evans, GA 30809  
13. Ownership Type: (☒) Corporation ( ) Partnership ( ) Individual  
14. Corporate Name: Downtown Corner Store, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Mark A. Coburn	Owner		446B Dogwood Way <sup>Augusta, GA</sup>	51%
MaEdna Coburn	Shareholder		Augusta, GA	24%
Tecna Enriquez	Shareholder		Augusta, GA	25%

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

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

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

16. Have you ever applied for an Alcohol Beverage License before: yes  
If so, give year of application and its disposition: 2024/2025 approved  
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes ( ) No If so, please initial MAC

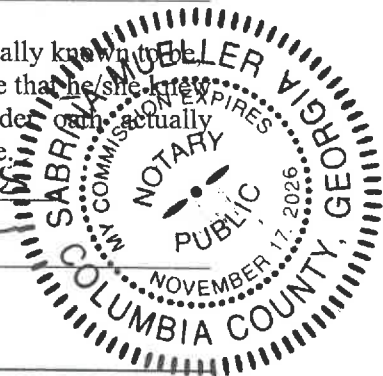




18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✓) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (✓) Yes ( ) No  
If yes, give reason charged or held, date and place where charged and its disposition.  
Richmond Co. GA: arrested for DUI and marijuana possession. No arrest in over 10 years.
21. List owner or owners of building and property.  
1016 Broad LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Mark A. Coburn (51% Shares), Felme Coburn (24% Shares)  
Teena Enriquez (25% shares)
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A) Church 217 yds C) School 566 yds  
B) Library 686.4 yds D) Public Recreation 431.4 yds
24. State of Georgia, Augusta-Richmond County, I, Mark Coburn  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
25. I hereby certify that MARK COBURN is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath, actually administered by me, has sworn that said statements and answers are true.  
This 10 day of FEBRUARY in the year 2025

Applicant Signature

Notary Public



## FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<u>Curren</u>		
Sheriff	<u>EAD</u>		
Fire Inspector			

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

Administrator

Date



Augusta-Richmond County  
Planning & Development Department  
Alcohol License Staff Report

**Case Number:** A.N. 25-20

**Application Type:** Retail Package Beer & Wine – New Location (Convenient Store)

**Business Name:** Downtown Corner Store II

**Hearing Date:** April 15, 2025

**Prepared By:** Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

**Applicant:** Mark A. Coburn

**Property Owner:** 1016 Broad LLC

**Address of Property:** 1016 Broad Street,  
Augusta, GA  
30901

**Tax Parcel #:** 036-4-248-00-0

**Commission Districts:** District 1,  
Super  
District 9



#### ANALYSIS:

##### Location Restrictions:

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

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1330.00.

**RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.



## Public Services Committee Meeting

Meeting Date: April 8, 2025

Motion to approve award of contract for RFP 25-139 and RFP 25-142

---

<b>Department:</b>	Recreation and Parks
<b>Presenter:</b>	Tameka D. Williams
<b>Caption:</b>	Motion to approve the award of contract for RFP 25-139 Design Services for the May Park Improvement Project & RFP 25-142 Design Services for the Boykin Road Improvement Project to CHA Consulting, Inc. Award is contingent upon receipt of signed agreement and associated documents.
<b>Background:</b>	The State of Georgia awarded “Improving Neighborhood Outcomes in Disproportionally Impacted Communities” grants for Park Improvement projects at Boykin Road Park and May Park. With RFP 25-139 and RFP 25-142, the Department thoroughly vetted proposals for design services for both locations.
<b>Analysis:</b>	CHA Consulting, Inc. received the highest scores for both projects during the evaluation process. In subsequent negotiations, the timeline and fee proposal aligned with both the Department’s needs and the grant requirements and available funding.
<b>Financial Impact:</b>	Design Services for both park improvement projects are covered by available grant funding: \$200,000.00 for RFQ 25-139 and \$150,000.00 for RFQ 25-142.
<b>Alternatives:</b>	To Approve
<b>Recommendation:</b>	To Approve
<b>Funds are available in the following accounts:</b>	220-06-1331 for RFQ 25-139 / 220-06-1415 for RFQ 25-142
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



AMERICAN RESCUE PLAN ACT  
IMPROVING NEIGHBORHOOD  
OUTCOMES IN DISPROPORTIONATELY  
IMPACTED COMMUNITIES  
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

May Park Improvements

## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Augusta-Richmond County, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, ( the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned  
Augusta-Richmond County
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

## 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

## 2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.



## 2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

## 2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;

4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

## 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

## 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.



## 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

#### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB

and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

#### 2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

#### 2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Mayor Garnett L. Johnson
ADDRESS	535 Telfair St., Suite 200, Augusta GA 30906
EMAIL	<a href="mailto:MayorJohnson@augustaga.gov">MayorJohnson@augustaga.gov</a>
PHONE	706-821-1831

If to OPB:

Governor's Office of Planning and Budget  
2 Capitol Square SW  
Atlanta  
Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

# 3. Warranties

## 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.



### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.



## 6. Prohibited and Regulated Activities and Expenditures

### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

### 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

<sup>2</sup> [SLFRF-Final-Rule.pdf \(treasury.gov\)](#)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 [Reserved]**

### 7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

### 7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

### 7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

## 7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

## 7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

## 7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

## 8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$2,200,000.00 for expenses deemed eligible under the terms of this Grant.



## 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

### 1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Maurice Last Name: McDowell  
Title: Director, Augusta Parks and Recreation Department  
Email: mmcdowell@augustaga.gov  
Phone: 7067965025

### 2. Authorized User Two (Optional)

First Name: Last Name:  
Title:  
Email:  
Phone:

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**

## EXHIBIT A

### Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,



Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:

12/15/2023

**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility**  
**Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

- (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1  
622 4th Street

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Augusta	GA	30901	0000

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.



By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:

12/19/2023

## EXHIBIT C

### American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Garnett L. Johnson  
am the Mayor  
of Augusta, Georgia  
Unique Entity Identifier APRD

(Print Name),  
(Title)  
("Grantee")  
and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury's Inspector General, the Governor's Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee's requests submitted for reimbursement from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:

12/19/2023

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Exhibit A – Grantee Assurances

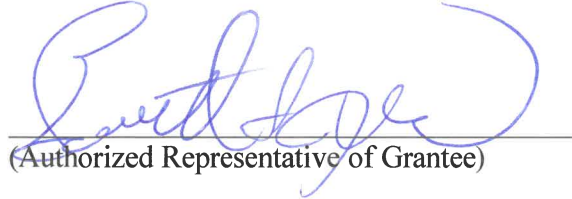
\_\_\_\_\_ Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements

\_\_\_\_\_ Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

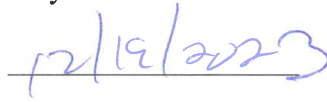
Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:



SIGNATURE PAGE

AMERICAN RESCUE PLAN ACT  
IMPROVING NEIGHBORHOOD  
OUTCOMES IN DISPROPORTIONATELY  
IMPACTED COMMUNITIES  
GRANT PROGRAM

TERMS AND CONDITIONS

GRANT APPLICATION NAME

Boykin Road Park Improvements



## About This Document

This agreement (the “Grant Agreement” or “Agreement”) is entered into between the Governor’s Office of Planning and Budget (“OPB”) on behalf of the State of Georgia (the “State”) and the undersigned grantee (“Grantee”) (hereinafter collectively referred to as the “Parties”). This Grant Agreement sets forth the terms and conditions applicable to payments distributed by the OPB on behalf of the State in the form of reimbursement payments using grant funds to Grantee, Augusta-Richmond County, from the State of Georgia’s allocation of funds from the State Fiscal Recovery Fund (“SFRF”) established within 42 U.S.C.A. § 802 via the American Rescue Plan Act of 2021 (hereinafter referred to as “Grant”). The Grantee’s official representative, whose signature appears below, will execute the interest and responsibilities of the Grantee.

These requirements are in addition to those that can be found within GeorgiaGrants, ( the grant management system administered by OPB), to which the Grantee agrees when accepting the Grant. Other state and federal requirements and conditions may apply to the Grant, including but not limited to 2 C.F.R. § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and applicable subparts; the State funding announcement under which Grant payments are distributed; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this Grant Agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations, and purposes of this Grant Agreement and in all cases, according to its fair meaning. The Grantee acknowledges that it and its counsel have reviewed this Grant Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Grant Agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Grant Agreement.

## 1. Definitions

1.1 As used in this Agreement, the following terms shall have the following meanings:

1. **“ARPA”** means the federal American Rescue Plan Act of 2021.
2. **“SFRF”** means the funds allocated to Georgia as its share of the State Fiscal Recovery Fund created by the American Rescue Plan Act of 2021.
3. **“GeorgiaGrants”** means the grant management system administered by OPB to facilitate distribution or reimbursement of allowable expenditures of State Fiscal Recovery Funds to the Grantee.
4. **“Grant”** means the payments distributed by the State in the form of a grant or reimbursement to the Grantee from the State Fiscal Recovery Fund (“SFRF”).
5. **“Grant Project” or “Project”** means the project proposed by Grantee in its application to OPB as approved by OPB for funding under this Grant.
6. **“Grant Agreement” or “Agreement”** means this agreement between the State of Georgia and the Grantee as defined by the State Fiscal Recovery Fund Terms and Conditions and its incorporated documents.
7. **“Grantee”** means the undersigned  
Augusta-Richmond County
8. **“OPB”** means the Governor’s Office of Planning and Budget.
9. **“Parties”** means collectively the parties to this Agreement, namely, the State and the Grantee.
10. **“State”** means the State of Georgia.

## 2. General Requirements and Conditions

### 2.1 Applicability of Grant Agreement and Provisions

This Grant Agreement is subject to the additional terms, conditions and requirements of other laws, rules, regulations, and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations and terms and conditions, both oral and written, are superseded, and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the Grant close-out, cooperation, and provision of additional information, return of Grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## 2.2 Legal Authority

The Grantee certifies that it possesses legal authority to enter into this Grant Agreement and accept payments for which the Grantee is eligible pursuant to the funding announcement. By submitting requests or receiving reimbursement for requests made within the scope of this Grantee Agreement, Grantee certifies that it is authorized to submit such requests as defined in this Agreement, and that requests for reimbursement will pertain only to eligible and reasonable expenses incurred to fund the completion of the Project as approved by OPB and described in this Agreement.

Grantee hereby represents and warrants that it has the power and is duly authorized to enter into this Grant Agreement with regard to all matters described herein upon the terms set forth and that the persons executing this Agreement on behalf of Grantee are the authorized agents of Grantee for the purpose of executing this Agreement. The Parties acknowledge and agree that this Agreement constitutes a valid and legally binding obligation of each Party, enforceable in accordance with its terms.

## 2.3 Grant Acceptance

The state funding announcement remains an offer until the fully and appropriately executed copy of this Grant Agreement is received by OPB. Upon approval of the Grant Agreement, OPB or its designee will issue a statement of confirmation or acceptance (“funding announcement”) to the Grantee through Grantee’s representative listed in “Exhibit A” attached to this Agreement, upon receipt of which the Grantee may begin submissions to Georgia Grants for reimbursement as specified in this Agreement.

## 2.4 Performance Period

Funding has been authorized for eligible expenditures incurred by the Grantee during the performance period for this Grant which is between the date of execution of this Agreement and October 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier (“performance period”). All expenditures must be incurred on or before October 31, 2026, and the Grantee must submit expenses for reimbursement through GeorgiaGrants during the Performance Period for this Grant by no later than December 31, 2026. The State will not be obligated to reimburse expenses incurred prior to or after the performance period.

## 2.5 General Responsibility and Compliance

In order to qualify as an expense eligible for reimbursement, an expenditure shall be reasonable and shall be incurred solely to facilitate the completion of the Project identified in the Grantee's application as awarded and approved by OPB. Additionally, Grantee shall submit a proposed final Project budget to OPB prior to beginning work on the Project. Work on the Project shall not begin until the proposed final Project budget is approved in writing by OPB.

Any proposed revision to either the scope of the approved Project or to the approved final Project budget thereof shall be submitted to OPB along with a detailed justification for the proposed revision. Approval of any proposed revision to the scope of the Project or the Project budget shall be left at the sole discretion of OPB.

The Grantee certifies compliance with these eligible expenses by executing this Grant Agreement.

The Grantee is responsible for the integrity of the documents submitted through GeorgiaGrants in support of claims for reimbursement of expenditures; accountability for all funds awarded; and compliance with state guidelines, policies and procedures and applicable federal and state laws and regulations.

The Grantee will document appropriate protocols and procedures to support the types of expenditures claimed for reimbursement and to ensure that all terms, conditions and specifications of the Grant are met.

The Grantee agrees to maintain an accounting system or process integrated with adequate internal fiscal and management controls to capture and report Grant data with accuracy, providing full accountability for expenditures. This system or process shall provide reasonable assurance that the Grantee is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

## 2.6 Amendments and Changes to the Grant Agreement

The State may make changes to the Grant. Changes include, but are not limited to, modifying the scope of the Grant Project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category. In the event the State determines that changes are necessary to the Grant award document after an award has been made, including changes to the performance period or terms and conditions, the Grantee will be notified of the changes in writing, and any such changes shall be documented in GeorgiaGrants.

The Grantee has no right or entitlement to payment or reimbursement with Grant funds. The Grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the state in excess of the availability of funds for reimbursement as described in the funding announcement. The Grantee agrees that any act, action or representation by either party, their agents or employees that purports to waive or alter the terms of this Grant Agreement or increase the maximum liability of the state is void unless an amendment to this Grant Agreement is consented to by both parties in writing and is documented in GeorgiaGrants. Notwithstanding

this requirement, it is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

## 2.7 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the Grantee acknowledges that the State of Georgia, OPB, and this Grant Agreement are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-71, *et seq* (ORA). The Grantee acknowledges that OPB will comply with the ORA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Georgia.

The Grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OPB, is subject to the ORA, whether created or produced by the Grantee or any third party, and the Grantee agrees that information not otherwise excepted from disclosure under the ORA will be available in a format that is accessible by the public at no additional charge to OPB or the State. The Grantee will cooperate with the State and OPB in the production of documents or information responsive to a request for information.

## 2.8 Remedies for Non-Compliance

If the State determines that the Grantee fails to comply with any term of this Grant Agreement, whether stated in a federal or state statute or regulation, an assurance, a state plan or application, a funding announcement, or any other applicable requirement, the State, in its sole discretion, may take actions including:

1. Temporarily withholding payments pending correction of the deficiency or imposing a corrective action plan intended to bring the Grantee into compliance with this Grant Agreement. A corrective action plan shall be a compulsory set of actions mandated by OPB that will ensure the Grantee will take certain actions to bring it into compliance with the terms of this Grant Agreement. If the Grantee fails to complete any imposed corrective action plan within 60 days, OPB reserves the right to require the Grantee to return any previous Grant fund reimbursements in a manner and timeframe as determined by OPB;
2. Requiring the Grantee to return or offset previous reimbursements to OPB in a manner and timeframe as determined by OPB. By entering into this Grant Agreement, Grantee specifically accepts and acknowledges that any noncompliance with the terms of this Grant Agreement shall entitle the State to implement this remedy, regardless of whether or not the previous reimbursements were made for allowable costs;
3. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;



4. Disallowing claims for reimbursement;
5. Wholly or partially suspending or terminating the Grant;
6. Prohibiting the Grantee from applying for or receiving additional funds for other grant programs administered by the State until repayment to OPB is made and any other compliance or audit finding is satisfactorily resolved; or
7. Taking other remedies or appropriate actions as determined solely by OPB.

If OPB elects to implement whole or partial suspension or termination of the Grantee's Grant in accordance with this Section of the Grant Agreement, the Grantee's costs resulting from Grant eligible expenditures incurred during any such suspension or after termination of the Grant are not allowable costs unless OPB expressly authorizes them either in the notice of suspension or termination or subsequently.

OPB, at its sole discretion, may impose any of the remedies enumerated in this section without first requiring a corrective action plan.

The Grantee acknowledges and agrees that the State has the rights and remedies stated above and any other rights and remedies set forth in this Grant Agreement which are fair and reasonable, and further acknowledges and agrees that no action taken by the State to assert or enforce any of these rights or remedies shall excuse the Grantee from performance of its obligations under this Agreement.

To the extent allowed by law, the Grantee waives any claims to dismiss obligations to pay the State for amounts owed due to non-compliance stemming from the Grantee's actions to dissolve, become insolvent, seek bankruptcy protection, or exercise other actions appearing to affect its ability to pay.

## 2.9 False Statements by Grantee

By acceptance of this Grant Agreement, the Grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Grant Agreement. If applicable, the Grantee will comply with the requirements of 31 U.S.C. § 3729-3733, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties or guarantees are false or if the Grantee signs or executes this Grant Agreement with a false statement or it is subsequently determined that the Grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Grant Agreement, then the State may consider this action or activity a possible default under this Grant Agreement and may terminate or void this Grant Agreement for cause and pursue other remedies available to the State under this Grant Agreement and applicable law. False statements or claims made in connection with grants may result in fines, imprisonment and debarment from participating in federal grants or contracts and/or any other remedy available by law, potentially including the provisions of 31

U.S.C. § 3801-3812, which details the administrative remedies for false claims and statements made.

## 2.10 Conflict of Interest Safeguards

The Grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The Grantee will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to its performance under this Grant Agreement in accordance with Title 45 Chapter 10 of the O.C.G.A., 18 U.S.C. § 666, 18 U.S.C. § 1031, and 2 C.F.R. § 200.318.

## 2.11 Fraud, Waste and Abuse

The Grantee acknowledges and assents that the State of Georgia shall not tolerate fraud, waste or misuse of funds received from any state entity (*See* Title 45 Chapter 10 of the O.C.G.A.) and that any violation of state or federal law, state policies or standards of ethical conduct shall result in penalties including, but not limited to, suspension of current and future funds or reimbursement, suspension or debarment from federal and state grants, recoupment of monies reimbursed or provided under an award, remedies set forth in 2 C.F.R. § 200.338, and civil and/or criminal penalties.

In the event the Grantee becomes aware of any allegation or a finding of fraud, waste or misuse of funds received from OPB that is made against the Grantee or of fraud, waste, false statements, or other errors in any submission for reimbursement, the Grantee is required to immediately report said allegation or finding to the U.S. Department of the Treasury Office of the Inspector General<sup>1</sup> and to OPB and must continue to inform OPB of the status of any such on-going investigations. The Grantee must also promptly refer to OPB as well as the appropriate federal authorities, including, but not limited to, the U.S. Department of the Treasury Office of the Inspector General, any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor or other person has -- (1) submitted a claim for reimbursement or award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving reimbursement or award funds. Grantees must also immediately notify OPB in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OPB in writing if this Grant Project or personnel, as it pertains to the scope of this Grant, become involved in any litigation, whether civil or criminal, and the Grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits or indictments to OPB.

---

<sup>1</sup> See 2 C.F.R. § 200.113. Disclosure, in a timely manner, to the Federal awarding agency or pass-through entity is mandatory for all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.338.

## 2.12 Termination of the Agreement

The State may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against the State, upon written notice to the Grantee. In the event the Grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, the State may, upon written notice to the Grantee, terminate this Grant Agreement for cause, without further notice or opportunity to cure. Such notification of termination for cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

The State and the Grantee may mutually agree to terminate this Grant Agreement at any time. The State, in its sole discretion, will determine if, as part of the agreed termination, the Grantee is required to return any or all of the reimbursed funds.

Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law or under this Grant Agreement, including those remedies listed at 2 C.F.R. § 200.207 and 2 C.F.R. § 200.338 – 200.342. Following termination by the State, the Grantee shall continue to be obligated to OPB for the return of reimbursed Grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, the State may elect to reimburse the Grantee, but any such reimbursement shall be limited to allowable costs incurred and paid by the Grantee prior to the effective date of termination. Termination of this Grant Agreement for any reason or the expiration of this Grant Agreement shall not release the parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

## 2.13 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF GEORGIA, OPB AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS, OMISSIONS, OR NEGLIGENCE OF THE GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS GRANT AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE OFFICE OF THE GEORGIA ATTORNEY GENERAL WHEN STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE GEORGIA ATTORNEY GENERAL. THE GRANTEE AND THE STATE AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by the State, OPB, or their officers, regents, employees, agents, or contractors, of any privileges, rights, defenses, remedies, or immunities from suit and liability that OPB or the State

may have by operation of law.

#### 2.14 Dispute Resolution

The parties' designees will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OPB, the Grantee shall continue performance and shall not be excused from performance during the period any breach of this Grant Agreement, claim or dispute is pending.

The laws of the State of Georgia govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation, or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Superior Court of Fulton County, Georgia.

The Grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the court referenced above for the purpose of prosecuting and/or defending such litigation. The Grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the Grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

#### 2.15 Liability for Taxes

The Grantee agrees and acknowledges that Grantee is entirely responsible for the liability and payment of Grantee and Grantee's employees' wages, insurance, and taxes of whatever kind, arising out of or related to the performances in this Grant Agreement. The Grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance and workers' compensation. Neither OPB nor the State shall be liable to the Grantee, its employees, its agents or others for the payment of taxes or the provision of unemployment insurance or workers' compensation or any benefit available to a State employee or employee of OPB.

#### 2.16 Required Assurances

The Grantee must comply with the applicable Grantee Assurances, which are attached hereto and incorporated for all purposes as Exhibit A.

#### 2.17 System for Award Management (SAM) Requirements

To the extent applicable to Grantee's reimbursement under this Grant, the Grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) or with a successor government-wide system officially designated by OMB



and, if applicable, the federal funding agency. These requirements include maintaining current registrations and the currency of the information in SAM. The Grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 C.F.R. § 25.

The Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) as provided in 2 C.F.R. § 200 (2013) as well as with 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989) that require “a contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 C.F.R. § 180 (2005) implementing Exec. Order 12549, 3 C.F.R. § 189 (1986) and Exec. Order 12689, 3 C.F.R. § 235 (1989), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The Grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

The Grantee certifies by executing Exhibit B of this Agreement that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, state or local governmental entity; the Grantee is in compliance with the State of Georgia statutes and rules relating to procurement; and the Grantee is not listed in the federal government’s terrorism watch list as described in federal Exec. Order 13224.

## 2.18 No Obligation by Federal Government

The parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

## 2.19 Notice

Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail with return receipt requested, to a party hereto and shall be addressed to the person who signed the Grant Agreement on behalf of the party at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Grant Agreement.

If to Grantee:

NAME	Mayor Garnett L. Johnson
ADDRESS	535 Telfair St., Suite 200, Augusta GA 30906
EMAIL	<a href="mailto:MayorJohnson@augustaga.gov">MayorJohnson@augustaga.gov</a>
PHONE	706-821-1831



If to OPB:

Governor's Office of Planning and Budget  
2 Capitol Square SW  
Atlanta  
Georgia 30334  
[grants@opb.georgia.gov](mailto:grants@opb.georgia.gov)

## 2.20 Force Majeure

Neither the Grantee nor the State shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to labor shortages caused by strikes or lockouts, embargo, war, terrorism, flood, natural disaster. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

## 2.21 Severability

If any provision of this Grant Agreement is rendered or declared illegal for any reason, or shall be invalid or unenforceable, this Grant Agreement shall be interpreted as though such provision was modified or deleted in such manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

# 3. Warranties

## 3.1 E-Verify

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 50-36-1 entitled "Verification of Lawful Presence Within United States" and verify the lawful presence in the United States of any natural person 18 years of age who has applied for state or local public benefits, as defined in 8 U.S.C. § 1621, or for federal public benefits, defined in 8 U.S.C. § 1611, that is administered by an agency or a political subdivision of this State.

Grantee, by signing this Agreement, represents and warrants that it will comply with the requirements of O.C.G.A. § 13-10-90 entitled "Security and Immigration Compliance." This requires, among other things, that every public employer, including, but not limited to, every municipality and county, will register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees.

### 3.2 Compliance with Federal Law, Regulations and Executive Orders

Grantee represents and warrants that federal financial assistance funds will be used to fund or reimburse claims made under this Grant Agreement. The Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures and directives.

### 3.3 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$165,000.

1. Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
2. Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.
3. Grantee represents and warrants to include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.4 Federal Water Pollution Control Act

Grantee represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*

Grantee represents and warrants to report each violation to the appropriate federal authorities as well as OPB and acknowledges and agrees that the State will, in turn, report each violation as required to assure notification to the appropriate federal authorities and the appropriate Environmental Protection Agency Regional Office.

Grantee represents and warrants that it shall include these requirements in each subcontract exceeding \$165,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

### 3.5 Energy Conservation

If applicable, Grantee represents and warrants that it shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

### 3.6 Procurement of Recovered Materials

Grantee represents and warrants that it shall comply with Section 6002 of the Solid Waste Disposal

Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency at 40 C. F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

### 3.7 Copyright, Patents and Intellectual Property Rights

Grantee represents and warrants that it shall affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of United States Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Unless otherwise provided by law, Grantee is subject to 35 U.S.C. § 200, *et seq.* All Grantees are subject to the specific requirements governing the development, reporting and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. § 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### 3.8 Federal Debt Status

Grantee represents and warrants they are and will be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances and benefit overpayments.

### 3.9 Terminated Contracts

Grantee represents and warrants it has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Grantee does have such a terminated contract, the Grantee shall identify the contract and provide an explanation for the termination. The Grantee acknowledges that this Grant Agreement may be terminated, and payment withheld or return of grant funds or reimbursement required if this certification is inaccurate or false.

### 3.10 Reporting Requirements

The Grantee represents and warrants that it shall provide adequate support for the reimbursement of Grant funds in GeorgiaGrants. Financial documentation to support each request for reimbursement shall be submitted in GeorgiaGrants no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee shall comply with any reporting deadline(s) or schedule(s) that OPB may create to govern the submission of reimbursement requests. Failure to timely or properly submit expenses for reimbursement according to any such deadline(s) or schedule(s) may result in Grantee's disbursements being delayed or withheld by OPB until all reporting requirements are met by Grantee.

### 3.11 Drug-Free Workplace

The Grantee certifies by executing Exhibit B of this Agreement that it is in compliance with the Drug-Free Workplace Act of 1988, implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610.

## 4. Property and Procurement Requirements

### 4.1 [Reserved]

## 5. Audit and Records Requirements

### 5.1 Cooperation with Monitoring, Audits, Records Requirements, Assessments and Evaluations

All records and expenditures are subject to, and the Grantee agrees to comply with, monitoring, examinations, demand for documents, production of personnel, access to systems, and/or audits conducted by any and all federal or state officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, OPB, the Georgia Department of Audits and Accounts, the State of Georgia Inspector General, and the Department of Community Affairs, or their duly authorized representatives or designees. The Grantee shall maintain, under GAAP or GASB, adequate records that enable federal and state officials and auditors to ensure proper accounting for all costs, reimbursement, and performances related to this Grant Agreement. Records and expenditures may be requested of Grantee at any time. Grantee shall provide requested records and expenditures within ten (10) business days of the date of request. Failure to comply with the terms of this subsection may result in termination of the grant and recoupment of distributed funds.

### 5.2 Single Audit Requirements

To the extent applicable to Grantee's reimbursement under this Grant, Grantees that are reimbursed \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. § 200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the Grantee's fiscal year.

In addition, Grantee must submit the audit report to the State, by sending a copy to the Georgia Department of Audits and Accounts, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), the Grantee shall provide OPB with written documentation showing that it has complied with the single audit

requirements. The Grantee shall immediately notify OPB in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

### 5.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the Grantee's obligations hereunder, the Grantee agrees to propose and submit to OPB a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Grantee's receipt of the findings. The Grantee's corrective action plan is subject to the approval of OPB.

The Grantee understands and agrees that the Grantee must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or state officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in grant reimbursement being withheld, other related requirements being imposed, or other penalties. The Grantee agrees to complete any corrective action approved by OPB within the time period specified by OPB and to the satisfaction of OPB, at the sole cost of the Grantee. The Grantee shall provide to OPB periodic status reports regarding the Grantee's resolution of any audit, corrective action plan, or other compliance activity for which the Grantee is responsible.

### 5.4 Records Retention

The Grantee shall maintain appropriate audit trails to provide accountability for all reimbursement of expenditures using grant funds. Audit trails maintained by the Grantee will, at a minimum, identify the supporting documentation prepared by the Grantee to permit an audit of its accounting systems and payment verification with respect to the reimbursement of any expenditures under this Grant Agreement.

The Grantee must maintain fiscal records and supporting documentation for all expenditures reimbursed under this Grant Agreement pursuant to 2 C.F.R. § 200.333 and state law, except that the period for retention of records shall be as set forth herein. The Grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of conclusion of the Grant Project; submission of the final expenditure report; or any litigation, dispute or audit. Records related to expenses being reimbursed under this Grant must be retained for seven (7) years after final disposition. OPB may direct the Grantee to retain documents for longer periods of time or to transfer certain records to OPB or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the State Records Committee or the federal government.



## 6. Prohibited and Regulated Activities and Expenditures

### 6.1 Prohibited Costs

The following are nonexclusive examples of ineligible expenditures. These requirements are required by federal rule. Therefore, any question about their meaning or to what extent certain activities or action are allowed should be resolved by referencing the guidance provided by the United States Treasury Department<sup>2</sup>:

1. Funds may not be used or reimbursed to Grantee to fill shortfalls in revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. All records and expenditures are subject to review;
2. Damages covered by insurance;
3. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program;
4. Reimbursement to donors for donated items or services;
5. Severance pay; and
6. Legal settlements.

The above are in addition to the non-reimbursable expenses set forth below in Section 6.2 of this Agreement.

### 6.2 Political Activities

Grant funds may not be used in connection with or to reimburse the following acts:

1. Unless specifically authorized to do so by federal law, grant recipients or their Grantee or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
2. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the Grantee of which the person is an officer or employee

<sup>2</sup> [SLFRF-Final-Rule.pdf \(treasury.gov\)](https://www.treasury.gov/press-releases/Pages/SLFRF-Final-Rule.pdf)

to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

3. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict or prevent the payment, loan or contribution of anything of value to a person or political organization for a political purpose.
4. As applicable, the Grantee and each contracting tier will comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the Grantee to pay or reimburse any person to influence, or attempt to influence, an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any federal action concerning the award or renewal. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures must be forwarded from tier to tier up to the recipient. The Grantee certifies its compliance with the provisions of this section through the execution of Exhibit B of this Grant Agreement.

## **7. Financial Requirements**

### **7.1 Payments and Required Documentation**

Funding for this Grant Agreement is appropriated under the American Rescue Plan Act of 2021. All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, the Grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 7.6.

The Grantee will be authorized to submit requests for reimbursement during the performance period set forth in Section 2.4 of this Agreement, which will be paid to the Grantee specified in GeorgiaGrants pursuant to the funding announcement. All documentation of expenditures reimbursed must be submitted in GeorgiaGrants prior to reimbursement.

The State may provide additional funds available to Grantee for reimbursable expenses within the scope of this Agreement beyond the total amount initially available to all Grantees. Such provision of additional funding will be at the State's discretion and will be disbursed in accordance with a subsequent funding announcement. All terms and conditions of this Grant Agreement shall apply to any payments made pursuant to such funding announcement, unless otherwise provided therein.

To receive payments, a Grantee must be an eligible vendor in the State Accounting Office's vendor management system. Payments will be made via electronic funds transfer to the bank account associated with the vendor in the vendor management system. If the Grantee fails to meet reporting obligations, the State may implement sanctions as necessary up to and including grant termination and recoupment of all payments made to the Grantee.

### **7.2 [Reserved]**

### 7.3 Reporting

The Grantee must provide adequate support for expenditures to receive reimbursement using grant Funds in GeorgiaGrants. The State, in its sole discretion, will determine whether supporting documentation is adequate. Financial documentation to support reimbursement must be submitted in GeorgiaGrants by no later than December 31, 2026, for expenses incurred between the date of execution of this Agreement, and October 31, 2026, or the date of exhaustion of funding as solely determined by OPB, whichever is earlier.

Grantee is required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. § 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

If the total value of the Grantee's currently active grants, cooperative agreements and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Grantee must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. § 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

The Grantee shall complete any other reports as requested by OPB or any other relevant State or state agency in regard to this award and shall cooperate and assist the State in complying with any and all federal tracking and reporting requirements.

### 7.4 Reimbursements

The State will reimburse the Grantee for the expenditure of actual and allowable allocable costs incurred and paid by the Grantee pursuant to this Grant Agreement and rules promulgated by the State for the purpose of determining reimbursable expenses. The State is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the Grantee prior to or after the performance period or after the termination of this Grant Agreement. No claims for reimbursement from any vendor, supplier, contractor, agent or other party will be accepted from any party asserting it is acting on behalf of the Grantee. Reimbursement for eligible expenses will be made directly to the Grantee only.

### 7.5 Refunds and Deductions

If the State determines that the Grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Grantee shall return to OPB the amount identified by the State as an overpayment. The Grantee shall refund any overpayment to OPB within thirty (30) calendar days of the receipt of the notice of the overpayment from the State unless an alternate payment plan is specified by OPB. Refunds may be remitted to: Governor's Office of Planning and Budget, 2 Capitol Square SW, Atlanta, Georgia 30334, Attention: State Fiscal Recovery Fund Payments.

## 7.6 Recapture of Funds

The discretionary right of the State to terminate under Section 2.12 notwithstanding, the State shall have the right to terminate this Grant Agreement and to recapture and be reimbursed for any payments made by the State: (i) that are not allowed under applicable laws, rules and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

## 7.7 Liquidation Period

Unless the Grant Agreement is terminated prior to October 31, 2026, the grant liquidation period shall be between October 31, 2026, and December 31, 2026, or the date of exhaustion of funding for the purpose of this Grant as solely determined by OPB, whichever is earlier.

## 7.8 Project Close Out

The State will close-out the Grant award following the performance period.

The Grantee must submit all financial, performance and other reports as required by the terms and conditions of this Grant Agreement.

To the extent applicable to this Agreement, the Grantee must promptly refund to OPB any balances of cash that the State paid in advance and that are not authorized to be retained by the Grantee for use in other projects.

## 8. Allocated Amount

Grantee shall be limited to a maximum total reimbursement of \$1,669,031.10 for expenses deemed eligible under the terms of this Grant.

## 9. Authorized User

The following list identifies the user(s) authorized to perform tasks in GeorgiaGrants on behalf of Grantee (Authorized User(s)). Any action carried out by an Authorized User in GeorgiaGrants is an action of the Grantee.

### 1. Authorized User One – Authorized Representative of Grantee (Required)

First Name: Maurice Last Name: McDowell  
Title: Director, Augusta Parks and Recreation Department  
Email: mmcdowell@augustaga.gov  
Phone: 7067965025

### 2. Authorized User Two (Optional)

First Name: Last Name:  
Title:  
Email:  
Phone:

**[EXHIBITS AND SIGNATURE PAGES FOLLOW]**



## EXHIBIT A

### Grantee Assurances

As the duly authorized representative of the Grantee, I certify that the Grantee:

1. Has the legal authority to request grant payments for reimbursable expenses from the federal funds allocated to the State of Georgia's State Fiscal Recovery Fund ("SFRF") created by the American Rescue Plan Act of 2021, and the institutional, managerial and financial capability to ensure proper planning, management and completion of the Grant Project contemplated by this application.
2. Shall give any and all federal or State officials and auditors, or their duly authorized representative or designee, access to and the right to examine all records, books, papers or documents related to reimbursements; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
3. Shall carry out all activities and endeavors with strict adherence to the Code of Ethics for Government Service as established within Title 45, Chapter 10 and Section 1 of the Official Code of Georgia Annotated and Executive Order 04.01.21.57 and shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Shall submit allowable expenditures in GeorgiaGrants in accordance with the documentation requirements established by OPB.
5. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, and places of public accommodation, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.
6. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a

to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

7. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for Project purposes regardless of federal participation in purchases.
8. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 1501-1508 and 7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with federal funds.
9. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
10. Shall comply with all applicable federal, State and local environmental and historic preservation (EHP) requirements and shall provide any information requested by the appropriate authority to ensure compliance with applicable laws and regulations, including: federal EHP regulations, laws, and executive orders; the National Environmental Policy Act; the National Historic Preservation Act; the Endangered Species Act; and the executive orders on floodplains (Exec. Order 11988, 3 C.F.R. § 117 (1977), wetlands (Exec. Order 11990, 3 C.F.R. § 121 (1977) and environmental justice (Exec. Order 12898, 59 Fed. Reg. 7629 (Feb. 16, 1994)). Failure of the Grantee to meet federal, state and local EHP requirements and obtain applicable permits may jeopardize federal funding.
11. Shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the Project is under consideration for listing by the EPA, Exec. Order 11,738, 3 C.F.R. § 799 (1971-1975).
12. Shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
13. Shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
14. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban

Development as an area having special flood hazards.

15. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Exec. Order 11514, 3 C.F.R. § 902 (1966-1970); (b) notification of violating facilities pursuant to Exec. Order 11738, 3 C.F.R. § 799 (1971-1975); (c) protection of wetlands pursuant to Exec. Order 11990, 3 C.F.R. § 121 (1977); (d) evaluation of flood hazards in floodplains in accordance with Exec. Order 11988, 3 C.F.R. § 117 (1977); (e) assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401, *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system.
17. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Exec. Order 11593 3 C.F.R. § 559 (1971-1975), (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1, *et seq.*).
18. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131, *et seq.*) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
19. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801, *et seq.*) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
20. Will comply with the requirements of Section 106(9) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) engaging in trafficking in persons during the period of time that the award is in effect (2) procuring a commercial sex act during the period of time that the award is in effect or (3) using forced labor in the performance of the award or subawards under the award.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States,

Local Governments, and Non-Profit Organizations."

23. Shall comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
24. Shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
25. And its principals are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
26. Shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
27. Shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations and policies governing this program.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit A, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:

12/5/2023

**EXHIBIT B**  
**Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements**

As the duly authorized representative of the Grantee, I certify the following on behalf of the Grantee:

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 C.F.R. § 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 C.F.R. § 82, § 82.105 and 82.110, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by Exec. Order 12549, 3 C.F.R. § 189 (1986), Debarment and Suspension, and implemented at 34 C.F.R. § 85, for prospective participants in primary covered transactions, as defined at 34 C.F.R. § 85, § 85.105 and 85.110--

- A. The Grantee certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or



commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the Statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, § 85.605 and 85.610-

- A. The Grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an on-going drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the Statement required by paragraph (a);
  - (d) Notifying the employee in the Statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the Statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying OPB, in writing, within 10 calendar days after receiving notice under subparagraph

- (d)(2) from an employee or otherwise receiving actual notice of such conviction. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The Grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

ADDRESS 1  
2345 Boykin Road

ADDRESS 2

CITY	STATE	ZIP	ZIP+4
Augusta	GA	30906	0000

#### 4. DRUG-FREE WORKPLACE (GRANTEE WHO IS AN INDIVIDUAL)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 C.F.R. § 85(f), for Grantee, as defined at 34 C.F.R. § 85, 85.605, and 85.610.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to OPB. Notice shall include the identification number(s) of each affected grant.

By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit B, and agree to abide by the requirements stated herein, including any amendments thereto.

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:

12/15/2023

## EXHIBIT C

### American Rescue Plan State Fiscal Recovery Fund Eligibility Certification

I, Maurice McDowell  
 am the Director, Augusta Parks and Recreation Department  
 of Augusta-Richmond County  
 Unique Entity Identifier APRD

(Print Name),  
 (Title)  
 (“Grantee”)  
 and I certify that:

1. I have the authority on behalf of the Grantee to submit, or designate persons to submit on my behalf, requests for reimbursement for eligible expenses incurred to prevent or mitigate the spread of COVID-19 from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (“SFRF”) created by the American Rescue Plan Act of 2021.
2. I understand that the State will rely on this certification as a material representation in making reimbursement payments to the Grantee.
3. I acknowledge that pursuant to this Agreement, Grantee must keep records sufficient to demonstrate that the expenditure of reimbursement it has received is in accordance with the terms of this Grant.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of the Treasury’s Inspector General, the Governor’s Office of Planning and Budget, the Georgia Department of Audits and Accounts, the State of Georgia Office of Inspector General, and the Department of Community Affairs, or representative or designee.
5. I acknowledge that Grantee has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
6. I acknowledge and agree that the Grantee shall be liable for any costs disallowed pursuant to financial or compliance audits of reimbursement received.
7. I acknowledge and agree that all submissions for reimbursement, supporting documentation, reports, and any other record upon which the State relied to reimburse expenses pursuant to this Grant Agreement are true and accurate to the best of my knowledge and belief, and that federal and State authorities may exercise any and all legal and equitable remedies against the Grantee involving any false records created or submitted, or in relation to findings concerning fraud, waste, or misuse of funds received.
8. I acknowledge that the Grantee’s requests submitted for reimbursement from the federal funds allocated to the State of Georgia’s State Fiscal Recovery Fund (“SFRF”) as created by the American Rescue Plan Act of 2021 will be used only to cover those costs that:

- a. Are expenditures made in accordance with the terms of this Agreement
- b. Were expenditures incurred during the period beginning the date of execution of this Agreement, and ending October 31, 2026, (or before the date funds are exhausted for the purpose of this Grant as solely determined by OPB), whichever is earlier.

**By signing below on behalf of the Grantee, I hereby acknowledge and agree that I am an authorized representative of the Grantee with power to bind the Grantee to the terms of this Exhibit C, and agree to abide by the requirements stated herein, including any amendments thereto.**

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:

12/19/2023

Please initial by each exhibit, acknowledging you have received them, understand them, and agree to abide by them.

\_\_\_\_\_ Exhibit A – Grantee Assurances

\_\_\_\_\_ Exhibit B – Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; And Drug-Free Workplace Requirements


\_\_\_\_\_ Exhibit C – American Rescue Plan State Fiscal Recovery Fund Eligibility Certification



By signing below the Grantee acknowledges acceptance of the Grant, all terms and conditions of this Grant Agreement, and all exhibits to this Grant Agreement, and agrees to abide by all such terms and conditions.

By:

Signature:

  
(Authorized Representative of Grantee)

Name: Garnett L. Johnson

Title: Mayor

Date:



SIGNATURE PAGE

## Request for Qualifications

Request for Qualifications will be received at this office until **Monday, February 24, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **848 9763 7592; Passcode: 25139** for furnishing:

**RFQ Item #25-139      Design Services for the May Park Improvement Project for Augusta, GA – Parks and Recreation Department**

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

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Qualification Conference will be held on Monday, February 10, 2025 @ 10:00 a.m. via Zoom Meeting ID: 885 8100 1953; Passcode: 25139.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, February 11, 2025 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle      January 16, 23, 30, 2025 and February 6, 2025  
Metro Courier      January 16, 2025



**RFQ Opening: RFQ Item #25-139 Design Services for the May Park Improvement Project for Augusta, GA-Parks and Recreation Department**  
**RFP Due: Monday, February 24, 2025 @ 11:00 a.m.**


Total Number Specifications Mailed Out: 21  
Total Number Specifications Download (Demandstar): 18  
Total Electronic Notifications (Demandstar): 360  
Georgia Procurement Registry: 1923  
Pre-Qualification Conference Attendees: 23  
Total packages submitted: 9  
Total Noncompliant: 2

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	7 Copies
Nandina, Inc. 3800 Park Lane Martinez, GA 30907	YES	NO/Non-Compliant	1603109	YES	YES	YES
Root Design Studio, LLC 2300 Henderson Mill Rd, Suite 412 Atlanta, GA 30345	YES	YES	573897	YES	YES	YES
CHA Consulting, Inc. 317 Tattall Street Savannah, GA 31401	YES	YES	2423042	YES	YES	YES
W & A Engineering, LLC 100 Grace Hopper Lane Suite 3700 Augusta, GA 30901	YES	YES	1465910	YES	YES	YES
Tactical Wire Communication Solutions 5121 Washington Rd, Ste 2 #1030 Evans, Ga 30809	YES	YES	2624988	NO/Non-compliant	YES	YES
Cranston LLC 452 Ellis Street Augusta, Ga 30901	YES	YES	1215852	YES	YES	YES



**RFQ Opening: RFQ Item #25-139 Design Services for the May Park Improvement Project for  
Augusta, GA-Parks and Recreation Department  
RFP Due: Monday, February 24, 2025 @ 11:00 a.m.**

<b>Total Number Specifications Mailed Out: 21</b>						
<b>Total Number Specifications Download (Demandstar): 18</b>						
<b>Total Electronic Notifications (Demandstar): 360</b>						
<b>Georgia Procurement Registry: 1923</b>						
<b>Pre-Qualification Conference Attendees: 23</b>						
<b>Total packages submitted: 9</b>						
<b>Total Noncompliant: 2</b>						
<b>VENDORS</b>	<b>Attachment "B"</b>	<b>Addendum 1</b>	<b>E-Verify</b>	<b>Save Form</b>	<b>Original</b>	<b>7 Copies</b>
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
CPL Architects, Engineers, and Landscape Architect, D.P.C. 3011 Sutton Gate, Suite 130 Suwanee, Ga 30024	YES	YES	209339	YES	YES	YES
Johnson. Laschober, and Associates, P.C. 1296 Broad Street Augusta, Ga 30901	YES	YES	226309	YES	YES	YES
<b>2KM Architects</b>						
<b>NO BID RESPONSE</b>						

<div><div></div><div>RFQ Opening: RFQ Item #25-139 Design Services for the May Park Improvement Project for Augusta, GA-Parks and Recreation Department RFQ Due: Monday, February 24, 2025 @ 11:00 a.m. Evaluation Date: Thursday, March 13, 2025 10:00 a.m. via ZOOM</div></div>																				
Vendors			Root Design Studios 2300 Henderson Mill Rd, Suite 412 Atlanta, GA 30345	CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	W & A Engineering 100 Grace Hopper Lane, Suite 3700 Augusta, GA 30901	Cranston LLC 452 Ellis Street Augusta, Ga 30901	GMC 801 Broad Strret Suite 900 Augusta, GA 30901	CPL 3011 Sutton Gate Drive Suite 130 Suwanee,GA 30024	JLA 1296 Broad Street Augusta, Ga 30901	Nandina, Inc. 301 Cental Ave Hilton Head Island, SC 29926	Tactical Wire Communications Solutions 5121 Washington Rd Suite 1030 Evans, GA 30809	Root Design Studios 2300 Henderson Mill Rd, Suite 412 Atlanta, GA 30345	CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205	W & A Engineering 100 Grace Hopper Lane, Suite 3700 Augusta, GA 30901	Cranston LLC 452 Ellis Street Augusta, Ga 30901	GMC 801 Broad Strret Suite 900 Augusta, GA 30901	CPL 3011 Sutton Gate Drive Suite 130 Suwanee,GA 30024	JLA 1296 Broad Street Augusta, Ga 30901	Nandina, Inc. 301 Cental Ave Hilton Head Island, SC 29926	Tactical Wire Communications Solutions 5121 Washington Rd Suite 1030 Evans, GA 30809
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)									Weighted Scores								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and	N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL	FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL	FAIL
2. Qualifications & Experience	(0-5)	20	4.0	5.0	3.0	4.0	4.0	4.0	4.0			80.0	100.0	60.0	80.0	80.0	80.0	80.0	0.0	0.0
3. Organization & Approach	(0-5)	20	5.0	5.0	3.0	3.0	4.0	5.0	5.0			100.0	100.0	60.0	60.0	80.0	100.0	100.0	0.0	0.0
4. Scope of Services: Discuss your firm's understanding of the Scope of Services, tasks and requirements to be performed included in specifications to include the following: a. Specific relevant experience of your company specific to "drainage conveyance system" concept and design). b. A detailed description of the proposed technical approach to be taken for the performance of the required services.	(0-5)	30	5.0	5.0	3.0	5.0	5.0	5.0	5.0			150.0	150.0	90.0	150.0	150.0	150.0	150.0	0.0	0.0
5. Schedule of Work	(0-5)	5	4.0	5.0	5.0	3.0	5.0	5.0	4.0			20.0	25.0	25.0	15.0	25.0	25.0	20.0	0.0	0.0
6. Financial Stability	(0-5)	5	5.0	5.0	3.0	2.0	5.0	3.0	5.0			25.0	25.0	15.0	10.0	25.0	15.0	25.0	0.0	0.0
7. References	(0-5)	5	5.0	5.0	5.0	5.0	5.0	5.0	5.0			25.0	25.0	25.0	25.0	25.0	25.0	25.0	0.0	0.0
Phase 1 Total - (Total Maximum Ranking 35 - Maximum Weighted Total Possible 375)			28.0	30.0	22.0	22.0	28.0	27.0	28.0			400.0	425.0	275.0	340.0	385.0	395.0	400.0	0.0	0.0
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																				
8. Presentation by Team	(0-5)	10										0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9. Q&A Response to Panel Questions	(0-5)	5										0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			0.0	0.0	0.0	0.0	0.0	0.0	0.0			0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																				
Total Cumulative Score (Maximum point is 500)			28.0	30.0	22.0	22.0	28.0	27.0	28.0			400.0	425.0	275.0	340.0	385.0	395.0	400.0	0.0	0.0
Internal Use Only																				
Evaluator: Cumlative Date: Phase I - 3/13/25																				
Procurement Department Representative: Nancy Williams																				
Procurement Department Completion Date: Phase I - 3/13/25																				





Mr. Darrell White, Interim Director

March 14, 2025

Mailed & Emailed ([pgraham@chasolutions.com](mailto:pgraham@chasolutions.com).)

CHA Consulting, Inc.  
Greg Corso, Sector President  
317 Tattnall Street  
Savannah, GA 31401

REF: RFQ Item #25-139 Design Services for the May Park Improvement Project for Augusta, GA-  
Recreation and Parks Department  
RFQ Due: Monday, February 24, 2025 @ 11:00 a.m. via ZOOM

Dear Mr. Corso:

Thank you for your RFQ response in reference to RFQ Item #25-139 Design Services for the May Park Improvement Project. We are pleased to inform you that Augusta, Georgia has decided to enter into contract negotiations with your company. A member of the Recreation and Parks Department will be in contact with you in reference to the negotiations. Per the requirements in the specifications, please return the following requested forms to our office.

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor
3. Homeland Security's E-Verify Memorandum of Understanding (MOU)
4. Copy of Your State/Local Business License for your Company

Please find enclosed a copy of the first two forms that you are required to complete. The MOU is obtainable from your E-verify account. We are requesting that you return the forms **no later than 5:00 p.m. on Friday, March 21, 2025**. Please submit the required forms in a sealed envelope entitled "Required Forms for RFQ Item #25-139 Design Services for the May Park Improvement Project." Your envelope should be addressed to the attention of:

Mr. Darrell White  
Interim Procurement Director  
Augusta, Georgia  
535 Telfair Street, Room 605  
Augusta, GA 30901

Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely,

Darrell White  
Interim Procurement Director

DW/jm

cc: Tameka Williams, Recreation and Parks Department

Suite 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your  
smartphone or camera equipped  
tablet to visit the Augusta, Georgia

## NOTICE TO ALL VENDORS

**ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS**

### PLEASE READ CAREFULLY:

**Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your company's business license number must be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received

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

### **WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.



**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT:** **GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the **contractor affidavit** as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

CONTRACTOR'S NAME:	
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	

### **SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ( name of contractor ) on behalf of **AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

\*\*\*\* (Provide E-Verify Number Here) \*\*\*\*

Date of Authorization  
(NOTE: Registered date can be found on MOU)

Name of Subcontractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent of Contractor)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Notary Public

My Commission Expires:

NOTARY SEAL

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

### NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, \_\_\_\_\_ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public: \_\_\_\_\_ (Print Name)

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ **NOTARY SEAL**

***NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.***

## Request for Qualifications

Request for Qualifications will be received at this office **until Tuesday, February 25, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **864 6599 0935; Passcode: 25142** for furnishing:

**RFQ Item #25-142      Design Services for the Boykin Road Park Improvement Project for Augusta, GA – Parks and Recreation Department**

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

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARcbid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

**Pre-Qualification Conference will be held on Monday, February 10, 2025 @ 2:00 p.m. via Zoom Meeting ID: 818 9611 5001; Passcode: 25142.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, February 11, 2025 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

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

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

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

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

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

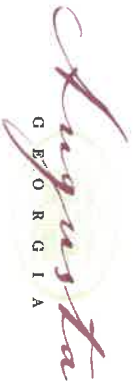
Augusta Procurement Department  
Attn: Darrell White, Interim Director of Procurement  
535 Telfair Street, Room 605  
Augusta, GA 30901  
Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle      January 16, 23, 30, 2025 and February 6, 2025  
Metro Courier      January 16, 2025



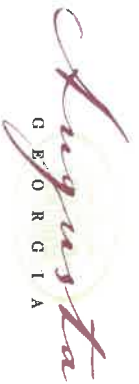


# RFQ Opening: RFQ Item #25-142 Design Services for the Boykin Road Improvement Project for

Augusta, GA-Parks and Recreation Department

RFQ Due: Tuesday, February 25, 2025 @ 11:00 a.m.


Total Number Specifications Mailed Out: 21						
Total Number Specifications Download (Demandstar): 17						
Total Electronic Notifications (Demandstar): 635						
Georgia Procurement Registry: 4063						
Pre-Qualifications Attendees: 16						
Total packages submitted: 11						
Total Noncompliant: 1						
VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	<sup>7</sup> Copies
Nandina, Inc. 3800 Park Lane Martinez, GA 30907	YES	YES	1603109	YES	YES	YES
CHA Consulting, Inc. 317 Tattnall Street Savannah, GA 31401	YES	YES	2423042	YES	YES	YES
Goodwin Mills Cawood, LLC 801 Broad Street, Suite 900 Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
CPL Architects, Engineers, and Landscape Architects 3011 Sutton Gate, Suite 130 Suwanee, GA 30024	YES	YES	209339	YES	YES	YES
W & A Engineering, LLC 100 Grace Hopper Lane Suite 3700 Augusta, GA 30901	YES	YES	1465910	YES	YES	YES
Johnson, Laschober & Associates, P.C. 1296 Broad Street Augusta, GA 30901	YES	YES	226309	YES	YES	YES



RFQ Opening: RFQ Item #25-142 Design Services for the Boykin Road Improvement Project for  
Augusta, GA-Parks and Recreation Department  
RFQ Due: Tuesday, February 25, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21  
Total Number Specifications Download (Demandstar): 17  
Total Electronic Notifications (Demandstar): 635  
Georgia Procurement Registry: 4063  
Pre-Qualifications Attendees: 16  
Total packages submitted: 11  
Total Noncompliant: 1

VENDORS	Attachment "B"	Addendum 1	E-Verify	Save Form	Original	7 Copies
Cranston, LLC 452 Ellis Street Augusta, GA 30901	YES	YES	1215852	YES	YES	YES
Root Design Studios, LLC 2300 Henderson Mill Rd, Suite 412 Atlanta, GA 30345	YES	YES	573897	YES	YES	YES
Tactical Wire Communications Solutions 5121 Washington Rd, Ste 2 #1030 Evans, GA 30809	YES	YES	2624988	NO/ Non-Compliant	YES	YES
Starr Whitehouse Landscape Architects and Planners PLLC 505 N Angier Ave NE, 3rd Floor Atlanta, GA 30332	YES	YES	1385336	YES	YES	YES
2KM Architects	NO BID RESPONSE					

<div></div> <div>RFQ Opening: RFQ Item #25-142 Design Services for the Boykin Road Improvement Project for Augusta, GA-Parks and Recreation Department RFQ Due: Tuesday, February 25, 2025 @ 11:00 a.m. Evaluation Date: Thursday, March 13, 2025 9:00 a.m. via ZOOM</div>																																										
Vendors			Nandina, Inc. 301 Cental Ave Hilton Head Island, SC 29926		CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205		GMC 801 Broad Strret Suite 900 Augusta, GA 30901		CPL 3011 Sutton Gate Drive Suite 130 Suwanee,GA 30024		W & A Engineering 100 Grace Hopper Lane, Suite 3700 Augusta, GA 30901		JLA 196 Broad Street Augusta, GA 30901		Cranston LLC 452 Ellis St. Augusta, GA 30901		Root Design Studios 2448 Coralwood Dr Decatur, GA 30033		Starr Whitehouse 437 Memorial Drive SE Suite A2 Atlanta, GA 30312		Tactical Wire Communications Solutions 5121 Washington Rd Suite 1030 Evans, GA 30809		Nandina, Inc. 301 Cental Ave Hilton Head Island, SC 29926		CHA Consulting, Inc. 3 Winners Circle Albany, NY 12205		GMC 801 Broad Strret Suite 900 Augusta, GA 30901		CPL 3011 Sutton Gate Drive Suite 130 Suwanee,GA 30024		W & A Engineering 100 Grace Hopper Lane, Suite 3700 Augusta, GA 30901		JLA 196 Broad Street Augusta, GA 30901		Cranston LLC 452 Ellis St. Augusta, GA 30901		Root Design Studios 2448 Coralwood Dr Decatur, GA 30033		Starr Whitehouse 437 Memorial Drive SE Suite A2 Atlanta, GA 30312		Tactical Wire Communications Solutions 5121 Washington Rd Suite 1030 Evans, GA 30809	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)																																							
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)																		Weighted Scores																				
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL																				
2. Qualifications & Experience		(0-5)	20	3.0	5.0	3.7	3.7	3.0	4.0	4.0	3.3	3.7		60.0	100.0	73.3	73.3	60.0	80.0	80.0	66.7	73.3	0.0																			
3. Organization & Approach		(0-5)	20	3.0	5.0	3.3	4.0	2.7	4.7	3.0	4.0	4.0		60.0	100.0	66.7	80.0	53.3	93.3	60.0	80.0	80.0	0.0																			
4. Scope of Services: Discuss your firm's understanding of the Scope of Services, tasks and requirements to be performed included in specifications to include the following: a. Specific relevant experience of your company specific to "drainage conveyance system" concept and design). b. Detailed description of the proposed		(0-5)	30	3.0	5.0	4.0	4.0	2.7	4.7	4.3	4.0	4.0		90.0	150.0	120.0	120.0	80.0	140.0	130.0	120.0	120.0	0.0																			
5. Schedule of Work		(0-5)	5	1.7	5.0	4.3	3.3	4.0	4.7	3.0	3.3	4.0		8.3	25.0	21.7	16.7	20.0	23.3	15.0	16.7	20.0	0.0																			
6. Financial Stability		(0-5)	5	4.3	5.0	4.3	2.7	3.3	4.7	2.7	4.3	4.0		21.7	25.0	21.7	13.3	16.7	23.3	13.3	21.7	20.0	0.0																			
7. References		(0-5)	5	2.3	5.0	4.3	4.0	4.0	4.7	4.3	4.0	4.0		11.7	25.0	21.7	20.0	20.0	23.3	21.7	20.0	20.0	0.0																			
Phase 1 Total - (Total Maximum Ranking 35 - Maximum Weighted Total Possible 375)				17.3	30.0	24.0	21.7	19.7	27.3	21.3	23.0	23.7		251.7	425.0	325.0	323.3	250.0	383.3	320.0	325.0	333.3	0.0																			
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																																										
8. Presentation by Team		(0-5)	10											0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																				
9. Q&A Response to Panel Questions		(0-5)	5											0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																				
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)						0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																				
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)																																										
Total Cumulative Score (Maximum point is 500)				17.3	30.0	24.0	21.7	19.7	27.3	21.3	23.0	23.7		251.7	425.0	325.0	323.3	250.0	383.3	320.0	325.0	333.3	0.0																			
Internal Use Only																																										
Evaluator:		Date: Phase I - 3/13/25																																								
Procurement Department Representative:		Nancy Williams																																								
Procurement Department Completion Date:		Phase I - 3/13/25																																								



*Procurement Department*

*Mr. Darrell White, Interim Director*

March 14, 2025

Mailed & Emailed ([pgraham@chasolutions.com](mailto:pgraham@chasolutions.com).)

CHA Consulting, Inc.  
Greg Corso, Sector President  
317 Tattnall Street  
Savannah, GA 31401

REF: RFQ Item #25-142 Design Services for the Boykin Road Park Improvement Project for Augusta, GA-  
Recreation and Parks Department  
RFQ Due: Tuesday, February 25, 2025 @ 11:00 a.m. via ZOOM

Dear Mr. Corso:

Thank you for your RFQ response in reference to RFQ Item #25-142 Design Services for the Boykin Road Park Improvement Project. We are pleased to inform you that Augusta, Georgia has decided to enter into contract negotiations with your company. A member of the Recreation and Parks Department will be in contact with you in reference to the negotiations. Per the requirements in the specifications, please return the following requested forms to our office.

1. **Georgia Security and Immigration Subcontractor Affidavit**
2. **Non-Collusion Affidavit of Sub-Contractor**
3. **Homeland Security's E-Verify Memorandum of Understanding (MOU)**
4. **Copy of Your State/Local Business License for your Company**

Please find enclosed a copy of the first two forms that you are required to complete. The MOU is obtainable from your E-verify account. We are requesting that you return the forms **no later than 5:00 p.m. on Friday, March 21, 2025**. Please submit the required forms in a sealed envelope entitled "Required Forms for RFQ Item #25-142 Design Services for the Boykin Road Park Improvement Project." Your envelope should be addressed to the attention of:

Mr. Darrell White  
Interim Procurement Director  
Augusta, Georgia  
535 Telfair Street, Room 605  
Augusta, GA 30901

Should you have any questions concerning this request, please do not hesitate to contact me at 706-821-2422.

Sincerely,

Darrell White  
Interim Procurement Director

DW/jm

cc: Tameka Williams, Recreation and Parks Department

Suite 605 - 535 Telfair Street, Augusta Georgia 30901  
(706) 821-2422 - Fax (706) 821-2811

[www.augustaga.gov](http://www.augustaga.gov)

Register at [www.demandstar.com/supplier](http://www.demandstar.com/supplier) for automatic bid notification



Scan this QR code with your  
smartphone or camera equipped  
tablet to visit the Augusta, Georgia

**NOTICE TO ALL VENDORS****ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS****PLEASE READ CAREFULLY:****Attachment B** is a consolidated document consisting of:

1. Business License Number Requirement (must be provided)
2. Acknowledgement of Addenda (must be acknowledged, if any)
3. Statement of Non-Discrimination
4. Non-Collusion Affidavit of Prime Proponent/Offeror
5. Conflict of Interest
6. Contractor Affidavit and Agreement (E-Verify User ID Number must be provided)

**Attachment B Must be Notarized & Two (2) Pages Must be returned with your submittal - No Exceptions.**

**Business License Requirement:** Proponent must be licensed in the Governmental entity for where they do the majority of their business. Your **company's business license number must** be provided on Page 1 of Attachment B. If your Governmental entity (State or Local) does not require a business license, your company will be required to obtain a Richmond County business license if awarded a contract. For further information contact the License and Inspection Department @ 706 312-5050.

**Acknowledgement of Addenda:** You Must acknowledge all Addenda. See Page 1 of Attachment B.

**E-Verify \* User Identification Number (Company I.D.)** The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU). **Contractors, Bids, RFPs, RFQs - Any** contractors performing the physical performance of services" for your city, including those that respond to bids or requests for proposals, must submit an E-Verify affidavit. Your city cannot consider any contractors, even as part of a bidding or RFP process, unless they have given you the appropriate E-Verify contractor affidavits.

Contractors are defined as those who provide any "physical performance of services," which means any performance of labor or services for a public employer using a bidding process or by contract that costs over \$2,499.99 in value between December 1 and November 30 of any given year. Typically, eligible contracts may include: New construction or the demolition of structures/roads Routine operation, repair, and maintenance of existing structures. Any contracts for labor and service that exceed \$2,499.99. Contracts for the purchase of goods without any services provided are not subject to these E-Verify requirements.

The city, each contractor, and each subcontractor have different roles and responsibilities in the E-Verify process. The city collects E-Verify affidavits from the contractor. The contractor collects E-Verify affidavits from its subcontractors. The subcontractors collect E-Verify affidavits from its sub-subcontractors. Independent contractors (those with no employees) do not need to supply E-Verify information. Instead, they will provide a driver's license or state identification card from states on the "compliant" list created by the Georgia Attorney General. Those contractors and subcontractors that fill out the affidavits are responsible for the accuracy of the information. The city does not need to confirm that the E-Verify information is correct. The liability for incorrect information is on the contractor or subcontractor. NOTE: The authorization date can be found within the Memorandum of Understanding (MOU).

**Affidavit Verifying Status for Augusta Benefit Application (S.A.V.E. Program) (Must Be Returned With Your Submittal)**

The successful proponent will submit the following forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received)

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

**WARNING:**

Please review "Notice to Proponent" regarding Augusta Georgia's Local Small Business Opportunity Program Proponent Requirements.

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

Proposals are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a proposal.





**GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT:** **GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

CONTRACTOR'S NAME:	
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	

### **SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13- 10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ( name of contractor) on behalf of **AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

\*\*\*\* (Provide E-Verify Number Here) \*\*\*\*

Date of Authorization  
(NOTE: Registered date can be found on MOU)

Name of Subcontractor

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

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Title (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent of Contractor)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
My Commission Expires:

\_\_\_\_\_  
NOTARY SEAL

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

**Note:** The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, \_\_\_\_\_ certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), \_\_\_\_\_ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of \_\_\_\_\_ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

\_\_\_\_\_  
Signature of Authorized Company Representative

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Signature

Notary Public: \_\_\_\_\_ (Print Name)

County: \_\_\_\_\_

Commission Expires: \_\_\_\_\_ **NOTARY SEAL**

**NOTE: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A, Notarize and Return the form as requested.**

**Cheatham, Fletcher, Scott  
Architects  
420 8<sup>th</sup> Street  
Augusta, GA 30901**

**Studio 3 Design Group  
1617 Walton Way  
Augusta, GA 30904**

**Dickinson Architects  
771 Broad Street, Suite 200  
Augusta, GA 30901**

**2km Architects  
529 Greene Street  
Augusta, GA 30901**

**Virgo Gambill Architects  
2531 Augusta W. Pkwy #200  
Augusta, GA 30909**

**Chris Booker & Associates  
670 Broad Street  
Augusta, GA 30901**

**Woodhurst Architects  
607 15<sup>th</sup> Street  
Augusta, GA 30901**

**Johnson Laschober & Associates  
1296 Broad Street  
Augusta, GA 30901**

**Alan Venable Architects  
309 11<sup>th</sup> Street  
Augusta, GA 30901**

**Harley & Associates Architects  
718 Broad Street  
Augusta, GA 30901**

**Definitive Designs Group  
4270 Frontage Road  
Augusta GA 30909**

**Veteran Design Group  
2531 Center W. Pkwy #202  
Augusta GA, 30909**

**Attn: Scott Williams  
Cranston Engineering  
452 Ellis Street  
Augusta, GA 30901**

**Rick Toole  
Benesch Engineers  
1005 Broad Street Suite 200  
Augusta, GA 30901**

**CHA Consulting, Inc.  
270 Peachtree Street NW  
Suite 1500  
Atlanta, GA 30303**

**Pruett Ford & Associates  
1201 Broad Street  
Augusta, GA 30901**

**Pond & Company  
621 NW Frontage Rd  
Augusta, GA 30907**

**GMC  
801 Broad Street, Suite 900  
Augusta, GA 30901**

**ISM  
1571 Broad St  
Augusta, GA 30901**

**Moore & Associates  
1009 East Ave.  
North Augusta, SC 29841**

**Civil Services  
851 Laney Walker Blvd.  
Augusta, GA 30901**

**Tameka Williams  
Parks & Recreation**

**Frank Rost  
Parks & Recreation**

**Phyllis Johnson  
Compliance**

**RFQ ITEM #25-142 Design Services for  
the Boykin Road Improvement Project for  
Augusta, GA- Parks and Recreation Dept.  
Due: Tues, February 25, 2025 @ 11:00 A.M.**

**RFQ ITEM #25-142 Design Services for  
the Boykin Road Improvement Project for  
Augusta, GA- Parks and Recreation Dept.  
Mail Date: January 16, 2025**

25-142

Planholders

Add Supplier

Export To Excel

Supplier (18)

Supplier

Download Date

Barge Design Solutions, Inc.	01/16/2025	
Bliss Products & Services, Inc.	01/20/2025	
Civil Services Inc	01/16/2025	
ConstructConnect	01/23/2025	
Corporate Environments of Georgia	01/21/2025	
CPH Engineers	01/16/2025	
Cranston LLC	01/16/2025	
Dodge Data	01/16/2025	
GL Williams & Daughter Trucking, Inc.	01/16/2025	
Great Southern Recreation	02/20/2025	
KCI Technologies, Inc.	01/16/2025	
Nandina Inc.	02/24/2025	
New Line Skateparks	01/17/2025	
Onvia, Inc. - Content Department	01/16/2025	
Playworx Playsets	01/17/2025	

1 2

Showing 1-15 of 18

Add Supplier

Supplier Details

Supplier Name	Barge Design Solutions, Inc.
Contact Name	John Fish

**Cheatham, Fletcher, Scott Architects**  
**420 8<sup>th</sup> Street**  
**Augusta, GA 30901**

**Studio 3 Design Group**  
**1617 Walton Way**  
**Augusta, GA 30904**

**Dickinson Architects**  
**771 Broad Street, Suite 200**  
**Augusta, GA 30901**

**2km Architects**  
**529 Greene Street**  
**Augusta, GA 30901**

**Virgo Gambill Architects**  
**2531 Augusta W. Pkwy #200**  
**Augusta, GA 30909**

**Chris Booker & Associates**  
**670 Broad Street**  
**Augusta, GA 30901**

**Woodhurst Architects**  
**607 15<sup>th</sup> Street**  
**Augusta, GA 30901**

**Johnson Laschober & Associates**  
**1296 Broad Street**  
**Augusta, GA 30901**

**Alan Venable Architects**  
**309 11<sup>th</sup> Street**  
**Augusta, GA 30901**

**Harley & Associates Architects**  
**718 Broad Street**  
**Augusta, GA 30901**

**Definitive Designs Group**  
**4270 Frontage Road**  
**Augusta GA 30909**

**Veteran Design Group**  
**2531 Center W. Pkwy #202**  
**Augusta GA, 30909**

**Attn: Scott Williams**  
**Cranston Engineering**  
**452 Ellis Street**  
**Augusta, GA 30901**

**Rick Toole**  
**Benesch Engineers**  
**1005 Broad Street Suite 200**  
**Augusta, GA 30901**

**CHA Consulting, Inc.**  
**270 Peachtree Street NW**  
**Suite 1500**  
**Atlanta, GA 30303**

**Pruett Ford & Associates**  
**1201 Broad Street**  
**Augusta, GA 30901**

**Pond & Company**  
**621 NW Frontage Rd**  
**Augusta, GA 30907**

**GMC**  
**801 Broad Street, Suite 900**  
**Augusta, GA 30901**

**ISM**  
**1571 Broad St**  
**Augusta, GA 30901**

**Moore & Associates**  
**1009 East Ave.**  
**North Augusta, SC 29841**

**Civil Services**  
**851 Laney Walker Blvd.**  
**Augusta, GA 30901**

**Tameka Williams**  
**Parks & Recreation**

**Frank Rost**  
**Parks and Recreation**

**Phyllis Johnson**  
**Compliance**

**RFQ ITEM #25-139 Design Services for**  
**May Park Improvement Project for Augusta,**  
**GA- Parks and Recreation Department**  
**Due: Mon, February 24, 2025 @ 11:00 A.M.**

**RFQ ITEM #25-139 Design Services for**  
**May Park Improvement Project for Augusta,**  
**GA- Parks and Recreation Department**  
**Mail Date: January 16, 2025**



**Nancy M. Williams**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, January 16, 2025 12:50 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000099

Dear Tywanna Scott,  
 tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number: PE-72155-NONST-2025-000000099**  
**Event Title: 25-139 Design Services for the May Park Improvement Project**  
**Event Type: Non-State Agency**

Process Log

2025/01/16 12:37:30 : Log starts for - 22336373 - EVENT\_RELEASE\_TO\_SUPL  
 2025/01/16 12:37:34 : Email Process Log for the Event#: PE-72155-NONST-2025-000000099  
 2025/01/16 12:37:34 : Email Batch# 2501167228  
 2025/01/16 12:37:34 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
 2025/01/16 12:39:14 : Bad Email not sent to smaddox@deltalandscape.com or smaddx@yahoo.com of DELTA LANDSCAPE SUPPLY OF GA INC  
 2025/01/16 12:42:55 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA  
 2025/01/16 12:48:26 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct  
 2025/01/16 12:49:41 : Total No of Contacts found for sending Email: 1923  
 2025/01/16 12:49:41 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:  
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000099&sourceSystemType=gpr20>

01/16/2025 12:49:41 PM

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

25-139

## Planholders

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

## Supplier (18)

### Supplier

### Download Date

All Pro Industrial Services

02/14/2025

Atlantic Coast Consulting

02/18/2025

Bliss Products &amp; Services, Inc.

01/17/2025

ConstructConnect

01/23/2025

CPH Engineers

01/16/2025

Cranston LLC

01/16/2025

Dodge Data

01/16/2025

Hammond &amp; Associates, Inc.

01/17/2025

J4 Logistic Services, LLC.

01/16/2025

KCI Technologies, Inc.

01/16/2025

Lawn Monarchz, LLC

02/01/2025

Nandina Inc.

01/20/2025

North Ga Tree Works

01/23/2025

NOVA Engineering &amp; Environmental, LLC

01/16/2025

Onvia, Inc. - Content Department

01/16/2025

1 2

Showing 1-15 of 18

[Add Supplier](#)

## Supplier Details

**Supplier Name**

All Pro Industrial Services

**Contact Name**

Robbie Tant



## Public Services Committee Meeting

April 8, 2025

Alcohol License

---

<b>Department:</b>	Planning & Development
<b>Presenter:</b>	Brian Kepner, Deputy Director, Planning and Licensing Divisions
<b>Caption:</b>	<b>A.N. 25-20 – New Location: Retail Package Beer and Wine with Sunday Sales, Mark Coburn Jr.,</b> Applicant for the <b>Downtown Corner Store II</b> , located at 1018 Broad Street. District 1, Super District 9
<b>Background:</b>	New Location – Downtown Corner Store II (Convenient Store)
<b>Analysis:</b>	Applicant meets the requirements of the City of Augusta’s Alcohol Ordinance.
<b>Financial Impact:</b>	Applicant will pay a fee of \$1330.00
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Planning & Development Department approved the application subject to additional information not contradicting the applicant’s statements.  Sheriff’s Office approved the application subject to additional information not contradicting applicants’ statements.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

ORIGINAL

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

ALCOHOL BEVERAGE APPLICATION

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

1. Name of Business Downtown Corner Store II  
2. Business Address 1018 Broad Street  
3. City Augusta State GA Zip 30901  
4. Business Phone ( 706 ) 399-4011 Home Phone ( ) \_\_\_\_\_  
5. Applicant Name and Address: Mark A. Coburn  
446B Dogwood Way  
Evans, GA 30809  
Email address mac.092088@aol.com  
6. Applicant Social Security # \_\_\_\_\_ D.O.B. \_\_\_\_\_  
7. If Application is a transfer, list previous Applicant: \_\_\_\_\_

8. Business Location: Map & Parcel 036-4-248-00-0 Zoning B-2  
9. Location Manager(s) Mark A. Coburn

10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?  
( ☒ ) Yes ( ) No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: \_\_\_\_\_  
12. Mailing Address:  
Name of Business Downtown Corner Store  
Attention Mark A. Coburn  
Address 446B Dogwood Way  
City/State/Zip Evans, GA 30809  
13. Ownership Type: ( ☒ ) Corporation ( ) Partnership ( ) Individual  
14. Corporate Name: Downtown Corner Store, LLC  
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Mark A. Coburn	Owner		446B Dogwood Way <sup>Augusta, GA</sup>	51%
MaEdma Coburn	Shareholder		Augusta, GA	24%
Tecna Enriquez	Shareholder		Augusta, GA	25%

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

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

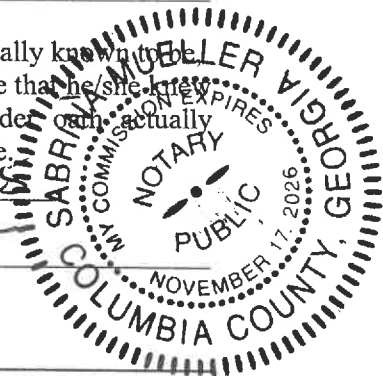
Total License Fee: \$ \_\_\_\_\_  
Prorated License Fee: (After July 1 ONLY) \$ \_\_\_\_\_

16. Have you ever applied for an Alcohol Beverage License before: yes  
If so, give year of application and its disposition: 2024/2025 approved  
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ( ☒ ) Yes ( ) No If so, please initial MAC



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ( ) Yes (✓) No  
If yes, give full details: \_\_\_\_\_
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. (✓) Yes ( ) No  
If yes, give reason charged or held, date and place where charged and its disposition.  
Richmond Co. GA: arrested for DUI and marijuana possession. No arrest in over 10 years.
21. List owner or owners of building and property.  
1016 Broad LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.  
Mark A. Coburn (51% Shares), Felme Coburn (24% Shares)  
Teena Enriquez (25% shares)
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.  
A) Church 217 yds C) School 566 yds  
B) Library 686.4 yds D) Public Recreation 431.4 yds
24. State of Georgia, Augusta-Richmond County, I, Mark Coburn  
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.  
Mark Coburn  
Applicant Signature
25. I hereby certify that MARK COBURN is personally known to me. That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath, actually administered by me, has sworn that said statements and answers are true.  
This 10 day of FEBRUARY in the year 2025

[Signature]  
Notary Public



## FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector	<u>[Signature]</u>		
Sheriff	<u>[Signature]</u>		
Fire Inspector			

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

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date





Augusta-Richmond County  
Planning & Development Department  
Alcohol License Staff Report

**Case Number:** A.N. 25-20

**Application Type:** Retail Package Beer & Wine – New Location (Convenient Store)

**Business Name:** Downtown Corner Store II

**Hearing Date:** April 15, 2025

**Prepared By:** Cecilia Woodruff, Planning Services Branch Manager, Planning and Development Department

**Applicant:** Mark A. Coburn

**Property Owner:** 1016 Broad LLC

**Address of Property:** 1016 Broad Street,  
Augusta, GA  
30901

**Tax Parcel #:** 036-4-248-00-0

**Commission Districts:** District 1,  
Super  
District 9



#### ANALYSIS:

##### Location Restrictions:

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

#### ADDITIONAL CONSIDERATIONS:

- **Reputation, Character** – The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous Violations of Liquor Laws** – If the applicant is a previous holder of a license to sell alcoholic liquors, whether they have violated any laws, regulations, or ordinances relating to such business.
- **Manner of Conducting Prior Liquor Business** – If the applicant is a previous holder of a license to sell alcoholic liquors, the manner with which they conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation, or ordinance relating to such business.

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

**FINANCIAL IMPACT:** The applicant will pay a fee of \$1330.00.

**RECOMMENDATION:**

Planning and Development Department recommends approval of the application subject to additional information not contradicting the applicant's statements.

Sheriff's Office recommends approval of the application subject to additional information not contradicting the applicant's statements.

**NOTE:** The staff report includes information available approximately two (2) weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant; research done by staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserve the right to make an oral recommendation at the hearing based on all information available at that time.



## Public.Service.Committee.Meeting

Meeting Date: 04/15/2025

Airport Construction Contract with E.R. Snell for Cargo Road/Rental  
Car Access Road Construction Project (ITB 24-272)

**Department:** Augusta Regional Airport

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

**Caption:** Motion to approve a **Construction Contract** to E.R. Snell in the amount of **\$589,789.50** for the mill, overlay, and extension of the existing Cargo Road. (Bid 24-272)

**Background:** Cargo Road / Rental Car Access Road Improvement design efforts began in Spring/Summer of '23 and were funded through Airport General Funds/Customer Facility Charges (CFCs). Major design elements included the rehabilitation of the existing road along with the extension of the existing road to the Credit Card Lot. The project was advertised for bidding in November '24 with the bid opening on December 18, 2024.

The base bid of the project includes but is not limited to, Mobilization, Erosion Control, the mill and overlay of approximately 500LF of existing roadway, extension of existing roadway approximately 325LF to connect to existing parking lot, drainage improvements, and site lighting improvements.

The Cost of Construction is **\$589,789.50**.

In the January 30, 2025, Aviation Commission Meeting, Airport Staff recommended Award for the project to E.R. Snell.

**Analysis:** It is hereby requested that the Aviation Commission approve this Contract, allowing Augusta Regional Airport to award the contract to **E.R. Snell** in the amount of **\$589,789.50** for the improvements to the Cargo Road / Rental Car Access Road.

This Contract has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

**Financial Impact:** This Project is proposed to be funded through Airport Customer Facility Charges previously collected.

**Alternatives:** N/A

**Recommendation:** Motion to approve a **Construction Contract** to E.R. Snell in the amount of **\$589,789.50** for the mill, overlay, and extension of the existing Cargo Road.

**Funds are available in the 551-08-1306: 54.12110 following accounts:**

**REVIEWED AND** N/A  
**APPROVED BY:**

### Invitation to Bid

Sealed bids will be received at this office until **Wednesday, December 18, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **850 4745 9412**; Passcode: **24272** for furnishing:

**Bid Item #24-272 Cargo Rd./Rental Car Access Improvement Project for Augusta, GA – Augusta Regional Airport**

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCBid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**. **The fees for the plans and specifications which are non-refundable are \$90.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning Thursday, November 7, 2024. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

A Pre-Bid Conference will be held on Monday, December 2, 2024 @ 2:00 p.m. via Zoom Meeting ID: 822 8767 6865; Passcode: 24272. Optional Site Visit will be held on Tuesday, December 3, 2024; please contact Elizabeth Giles at (706) 796-4010 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, December 4, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle November 7, 14, 21, 29, 2024  
Metro Courier November 7, 2024





**Bid Opening: Bid Item #24-272 Cargo Rd./Rental Car Access  
Improvement Project for Augusta, GA-  
Augusta Regional Airport**  
**Bid Date: Wednesday, December 18, 2024 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 18**  
**Total Number Specifications Download (Demandstar): 4**  
**Total Electronic Notifications (Demandstar): 328**  
**Georgia Procurement Registry: 1090**  
**Pre-Bid Conference Attendees: 15**  
**Total packages Submitted: 3**  
**Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Bid Total
E.R Snell Contractor Inc. 1785 Oak Road Snellville, GA 30078	YES	YES	22114	YES	YES	\$589,789.50
Reeves Construction Company 1 APAC Industrial Way Augusta, GA 30907	YES	YES	667047	YES	YES	\$591,316.70
JHC Corporation 15 Fresh Bru Dr Newnan, GA 30263	YES	YES	413897	YES	YES	\$1,142,010.00



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

January 24, 2025

Darrell White, Interim Procurement Director  
Augusta, Georgia Procurement Department  
535 Telfair Street, Suite 605  
Augusta, GA 30901

**RE: Award Recommendation for Bid #24-272 Cargo Road/Rental Car Access Improvement Project**

Dear Mr. White,

I am requesting Bid 24-272, for the Cargo Road/Rental Car Access Improvement Project, be awarded to E.R. Snell Contractor, who is the qualifying low bidder. The amount of this bid was \$589,789.50

If you have additional questions, please contact me at (706) 796-4040 or via email at [hjudon@augustaga.gov](mailto:hjudon@augustaga.gov).

Sincerely,

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

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

**Cc: Nancy M. Williams, Contract Compliance Administrator, Augusta Procurement Department**



5955 Core Road, Suite 515  
North Charleston, South Carolina 29406  
803-520-2986  
meadhunt.com

January 17, 2025

Mr. Herbert L. Judon, Jr. A.A.E., IAP  
Executive Director  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

Subject: Cargo Road / Rental Car Access Road Improvement Project

Dear Mr. Judon:

The Augusta Procurement Department has publicly Bid the Plans and Specifications for the Cargo Road / Rental Car Access Road Improvement project which includes but is not limited to the reconstruction and extension of the existing Cargo Road to connect to the existing Credit Card lot (see attached exhibit).

Mead and Hunt, Inc. has reviewed the response to the advertisement for bids (IFB #24-272) for the project. Bids were opened and read publicly on December 18, 2024, at 3:00 pm, local time at the Augusta Procurement Department. Bids were received from E.R. Snell Contractor Inc., Reeves Construction, and JHC Corporation.

Based on Mead & Hunt's review, we recommend awarding the base bid to E.R. Snell Contractor in the amount of \$589,789.50 (See attached Bid Tabulation). The unit costs for each of the items and the overall project cost are in line with costs for similar projects in the region. After evaluating the costs for this work, we believe that it is an appropriate amount for the work involved. Based upon our review and the City's Procurement Department's review, we believe E.R. Snell has submitted a responsive bid and is a responsible, experienced airport pavement paving contractor.

Should you have any questions, please feel free to contact us.

Sincerely,

MEAD & HUNT, INC.

Edwin J Scott, Jr., P.E.  
Project Manager

CC:

Darrell White, City of Augusta Procurement  
Nancy Williams, City of Augusta Procurement  
Elizabeth Giles, Augusta Regional Airport  
Herbert Judon, Augusta Regional Airport

## Augusta Blueprint & Microfilm, Inc.

#24-272 CargoRd./Rental Car Access Improvement Project for Augusta, GA - Augusta Regional Airport

### Planholders List

Set #	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax #
1	E.R. Snell Contractor			X	1785 Oak Road Snellville, GA 30078 Kelley Pollard kpollard@ersnell.com	770-985-0600	
2	Construct Connect			X	3825 Edwards Road #800 Cincinnati, Oh 45209 Maria Thurmond maria.thurman@constructconnect.com	513-458-5940	
3	Reeves Construction			X	1 APAC Industrial Way Augusta, GA 30907 bcooper@reevescc.com	706-731-5230	706-731-8620
4	Piedmont Mining			X	815 N Main Street Wrens, Georgia 30833 wmcdaniel@piedmontminingllc.com	706-825-7707	
5	JHC Corporation				15 Fresh Bru Dr Newman, GA		
6							
7							
8							
9							
10							
11							
12							



## NOTICE OF AWARD

TO:

PROJECT: **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD**

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$589,789.50.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

AUGUSTA REGIONAL AIRPORT

BY: \_\_\_\_\_

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

\*\*\* ACCEPTANCE OF NOTICE \*\*\*

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

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

## PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal,  
hereinafter called CONTRACTOR, and \_\_\_\_\_, a  
corporation organized and existing under the laws of the State of \_\_\_\_\_, with  
its principal office in the City of \_\_\_\_\_, State of \_\_\_\_\_, as Surety, hereinafter called  
SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-  
RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful  
performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated \_\_\_\_\_ entered into a Contract with  
OWNER for the construction of **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS  
ROAD**, Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation  
Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and  
is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall  
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract,  
the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or  
shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and  
upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER  
elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and  
responsible bidder, arrange for a contract between such bidder and OWNER, and make available as  
Work progresses (even though there should be a default or a succession of defaults under the contract  
or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the Contract price; but not exceeding, including other costs and  
damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph  
hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total  
amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto,  
less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on  
which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

Witness \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Contractor)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Title)

Witness \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Surety)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Title)

## LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal,  
hereinafter called CONTRACTOR, and \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with

its principal office in the City of \_\_\_\_\_, State of \_\_\_\_\_, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD**, in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a Georgia state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_.

Witness \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Seal)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Title) \_\_\_\_\_ (Seal)

Witness \_\_\_\_\_ (Surety) \_\_\_\_\_ (Seal)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Title) \_\_\_\_\_ (Seal)



## NOTICE TO PROCEED

DATE: \_\_\_\_\_

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT CARGO ROAD/ACCESS ROAD,**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore \_\_\_\_\_.

AUGUSTA REGIONAL AIRPORT

BY: \_\_\_\_\_

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

\*\*\* ACCEPTANCE OF NOTICE \*\*\*

Receipt of the above NOTICE TO PROCEED is hereby  
acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

## CONTRACT

THIS CONTRACT made and entered into to be effective \_\_\_\_\_, 20\_\_ by and between, AUGUSTA GEORGIA, “Augusta,” a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called “Airport”, and ER Snell Contractor Inc., hereinafter called “Contractor”.

### WITNESSETH:

**WHEREAS**, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

**WHEREAS**, Augusta has solicited a bid to **CONSTRUCT CARGO ROAD/RENTAL CAR ACCESS ROAD**, for the Airport;

**WHEREAS**, the Contractor submitted a bid for said services; and

**WHEREAS**, Augusta, on behalf of the Airport, accepted the Contractor’s Bid for said services;

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor’s Services shall be in accordance with the scope of services and all provisions provided herein.

## ARTICLE 1 SCOPE OF THE WORK

- 1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

### **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD,**

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

### 1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.
- 1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.
- 1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia’s Commission.

- 1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 1.2.5 **Project.** Augusta Regional Airport Cargo Road/Rental Car Access Road, including but not limited to the mill and overlay of approximately 500LF of existing roadway, extension of existing roadway approximately 325LF to connect to existing parking lot, drainage improvements, and site lighting improvements.
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be \_\_\_\_\_. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards and Practices.** The design, strength, quality of materials and workmanship must conform to the highest standards of construction practices and/or services.

## **ARTICLE II**

### **TERM**

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued May 1, 2025. The Contractor will mobilize with sufficient forces such that all work is completed within two hundred and forty (**240**) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

- 2.3 For additional details please review Section 80 of the attached Specifications.
- 2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.
- 2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

### **ARTICLE III** **LIQUIDATED DAMAGES**

- 3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

### **ARTICLE IV** **PAYMENT**

#### **4.1 The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on December 18, 2024, with a contract price of \$589,789.50.

#### **4.2 Progress Payments**

- 4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.
- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

#### 4.3 Invoices.

Contractor shall submit invoices to:

Mead & Hunt, Inc.  
Attn: Edwin Scott  
5955 Core Road, Suite 515  
North Charleston, SC 29406

4.4 **Retainage and Partial Payments.** If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

- 4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- 4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.



- 4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;
- 4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- 4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. §13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

## **ARTICLE V**

### **FINAL INSPECTION**

- 5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

## **ARTICLE XI**

### **ACCEPTANCE AND FINAL PAYMENT**

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.
- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

## **ARTICLE VII** **CHANGES**

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

## **ARTICLE VIII** **INSURANCE**

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.

- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
  - 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy.”
  - 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days’ notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.
- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta’s Risk Manager to confirm with Contractor’s insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta’s Risk Manager.

- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.
- 8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.
- 8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:
- |                       |  |
|-----------------------|--|
| Workers' Compensation | Georgia Statutory                          |
| Employer's Liability  | \$1,000,000.00 Limit Each Accident         |
|                       | \$1,000,000.00 Limit Disease Aggregate     |
|                       | \$1,000,000.00 Limit Disease Each Employee |
- 8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.



8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability:** \$2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia  
Risk Management  
535 Telfair Street  
Suite 920  
Augusta, GA 30901  
(706) 821-2502 (Fax)

8.16 **Subcontractors.** It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the

particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

## **ARTICLE IX**

### **AIRPORT SECURITY REQUIREMENTS**

- 9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.
  
- 9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.
  
- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
  
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
  
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.

Cargo Road/Rental Car Access Road Improvements  
Augusta Regional Airport, Augusta Georgia

Issued for Bid  
Contract Forms  
October 11, 2024

- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

## **ARTICLE X**

### **REPRESENTATIONS AND WARRANTIES**

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of \_\_\_\_\_ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and
- 10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

## **ARTICLE XI**

### **NOTICES**

11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses”.

11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses.**

To OWNER:

Augusta Regional Airport  
Attn: Executive Director  
1501 Aviation Way  
Augusta, Georgia 30906  
Telephone: (706) 798-3236  
Fax: (706) 798-1551

With a copy to:

Augusta General Counsel  
Augusta Richmond County Department of Law  
535 Telfair St.  
Building 3000  
Augusta, GA 30901  
Fax: (706) 842-5556

To CONTRACTOR:

Attn:

Telephone:  
Fax:

**ARTICLE XII**  
**INDEMNIFICATION AND HOLD HARMLESS**

- 12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

**ARTICLE XIII**  
**PERMITS**

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

**ARTICLE XIV**  
**WORK PERMITS REQUIRED**

- 14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

**ARTICLE XV**  
**FEDERAL WORK AUTHORIZATION**

- 15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.



- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

## **ARTICLE XVI**

### **MISCELLANEOUS CONTRACT PROVISIONS**

#### **16.1 Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

#### **16.2 Force Majeure**

- 16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

- 16.2.3.1 any cause beyond its reasonable control;
- 16.2.3.2 any act of God;
- 16.2.3.3 inclement weather;
- 16.2.3.4 earthquake;
- 16.2.3.5 fire;
- 16.2.3.6 explosion;
- 16.2.3.7 flood;
- 16.2.3.8 strike or other labor dispute;
- 16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other;
- 16.2.3.10 delay or failure to act of any governmental or military authority;
- 16.2.3.11 any war, hostility or invasion;
- 16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
- 16.2.3.13 any legal proceedings; or
- 16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.
- 16.2.3.15 any disease, epidemic, or pandemic

### 16.3 **Commercial Activities**

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

#### 16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

#### 16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

#### 16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

#### 16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

- 16.8.1 **Consent of the Owner Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.
- 16.8.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.
- 16.9 **Parties Bound.** This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.
- 16.10 **No Partnership or Joint Venture.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.
- 16.11 **Waiver**
- The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.
- 16.12 **Compliance with Applicable Laws and Regulations**
- Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

**16.13 Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

**16.14 Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

**16.15 Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

**16.16 Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contract.

**16.17 Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

**16.18 Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.



**16.19 Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.

**16.20 Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

**16.21 Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

**16.22 Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

**[SIGNATURES ON THE FOLLOWING PAGE]**

## AUGUSTA, GEORGIA

\_\_\_\_\_  
Garnett L. Johnson, Mayor

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

## AUGUSTA AVIATION COMMISSION

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

Attest: \_\_\_\_\_  
Clerk of Augusta Aviation Commission

## CONTRACTOR

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

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

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

(NOTARIAL SEAL)

# Project Manual

for

## **AGS Cargo Road / Rental Car Access Road Improvements**

**Issued for Bid**



Prepared for  
**Augusta Aviation Commission**  
**Augusta Regional Airport**  
**Augusta, GA**

Mead & Hunt No. 0119700-232165.01

Prepared by



October 2024

## TABLE OF CONTENTS

### Bid Forms

Bid Forms .....	B-1 – B-8
Bid Bond .....	B-9 – B-10
Performance of Work by Subcontractors .....	B-11
Certification of Prompt Payment .....	B-12

### Contract Forms

Notice of Award .....	CF-1
Performance Bond .....	CF-2 – CF-3
Labor and Material Payment Bond .....	CF-4 – CF-5
Notice to Proceed .....	CF-6
Contract .....	CF-7 – CF-27

### General Contract Provisions

Section 10 - Definition of Terms .....	GPI-1 – GPI-8
Section 20 – Bid Requirements and Conditions .....	GPI-9 – GPI-13
Section 30 – Awards and Execution of Contract .....	GPI-14 – GPI-16
Section 40 - Scope of Work .....	GPI-17 – GPI-19
Section 50 - Control of Work .....	GPI-20 – GPI-24
Section 60 - Control of Materials .....	GPI-25 – GPI-27
Section 70 - Legal Regulations and Responsibility to Public .....	GPI-28 – GPI-34
Section 80 - Execution and Progress .....	GPI-35 – GPI-39
Section 90 - Measurement and Payment .....	GPI-40– GPI-47

### Technical Specifications

GDOT-151 Mobilization .....	GDOT 151-1 – GDOT 151-2
GDOT-163 Miscellaneous Erosion Control Items .....	GDOT 163-1 – GDOT 163-2
GDOT-171 Silt Fence .....	GDOT 171-1 – GDOT 171-2
GDOT-210 Grading Complete .....	GDOT 210-1 – GDOT 210-2
GDOT-310 Graded Aggregate Base .....	GDOT 310-1 – GDOT 310-2
GDOT-400 Hot Mix Asphaltic Concrete Construction .....	GDOT 400-1 – GDOT 400-2
GDOT-413 Bituminous Tack Coat .....	GDOT 412-1 – GDOT 412-2
GDOT-432 Mill Asphaltic Concrete Pavement .....	GDOT 432-1 – GDOT 432-2
GDOT-550 Storm Drain Pipe .....	GDOT 550-1 – GDOT 550-2

GDOT-603 Rip Rap.....	GDOT 603-1 – GDOT 603-2
GDOT-636 Highway Signs.....	GDOT 636-1 – GDOT 636-2
GDOT-652 Painting Traffic Stripe .....	GDOT 652-1 – GDOT 652-2
GDOT-680 Highway Lighting.....	GDOT 680-1 – GDOT 680-2
GDOT-682 Electrical Wire, Cable, and Conduit.....	GDOT 682-1 – GDOT 682-2
GDOT-700 Grassing.....	GDOT 700-1 – GDOT 700-2

## Appendices

Appendix A: Geotechnical Report December 18, 2023

## BID FORM

(Failure to furnish all requested data will be cause for considering BIDDER non-responsive and may render this BID invalid on that basis.)

**BID FOR:** **BID ITEM #24-272 AUGUSTA REGIONAL AIRPORT  
CARGO ROAD/RENTAL CAR ACCESS ROAD**

**SUBMITTED TO:** Augusta-Richmond County  
Attn: Procurement Director  
535 Telfair Street, Room 605  
Augusta, GA 30901

**SUBMITTED BY:** E.R. Snell Contractor Inc.

Bidder's Name

1785 Oak Rd

Address

Snellville GA 30078

City, State and Zip Code

770-985-0600 / 770-985-2957

Phone / Fax

Date Completed

1. The undersigned, hereinafter called Bidder, in compliance with the "Notice to Bidders" accepting all of the terms and conditions of the "Instructions to Bidders," including without limitation those dealing with the disposition of the Bid Security; proposes and agrees, if awarded the Contract, to enter into an agreement with the Owner utilizing the form Contract included in the Bid Documents. Bidder shall furnish all materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work to be performed under the Contract within the time indicated in the contract, in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents, to the full and entire satisfaction of the Owner, for the amounts contained in this Bid Schedule.
2. This Bidder's bid shall remain open for ninety (90) days after the day of Bid opening. If awarded a contract, Bidder will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) calendar days after the date indicated in Owner's Notice of Award.
3. In submitting this Bid, the Bidder represents that:
  - a. Bidder has become thoroughly familiar with the terms and conditions of the Bid Documents accepting the same as sufficient to indicate understanding of all the conditions and requirements under the Contract which will be executed for the Work.
  - b. Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.



- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
  - d. No member of the Augusta Board of Commissioners, Aviation Commission or other officers or employees of said Owner is interested directly or indirectly in the bid or in any portion of the bid or in the Contract or any part of the Contract which may be awarded the undersigned on the basis of such bid without such full disclosure being made.
  - e. It is a condition of this bid and any subsequent contract entered into pursuant to this bid, and it shall be made a condition of each subcontract entered into pursuant to the prime contract that the Contractor and any subcontractor shall not require any laborer to mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his/her health or safety, as determined under Construction Safety and Health Standards, Title 29 , CFR Part 1518 36FR7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work hours and Safety Standards act, Stat. 96; that is further condition of this bid that Bidder shall be solely responsible for the enforcement of such Construction and Health Standards, and that Bidder fully understands that the Owner and its authorized representatives will not assume any liability resulting from the Contractor's failure to police and enforce all such standards.
  - f. The description under each bid item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the Specifications, and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.
  - g. The unit prices bid include all applicable taxes and fees. Bids shall also include appropriate provisions for price escalation for materials and labor including but not limited to increases in federal, state and local sales taxes and income or FICA taxes.
4. **Contract Time:** Bidder agrees that:
- a. The work will be completed within the timeframes described in the General Provisions and the Construction Documents.
  - b. Bidder shall commence work with an adequate force and equipment at the time stated in the Notice to Proceed and complete all work by the date established in said Notice. Bidder shall not work overtime or on Saturdays, Sundays, or legal holidays except as specifically allowed by the Contract Documents and approved by the Owner.
  - c. **The quantities of work listed in the Bid Schedules are APPROXIMATE and are assumed solely for the comparison of bids. Compensation will be based upon the unit price bid and the ACTUAL quantities of work performed in accordance with the Contract Documents and as accepted by the ENGINEER.**
5. **Bid Schedule:** See attached Pages BF-3 through BF-6.

BID SCHEDULE – BASE BID

Location of Project: Bid Item # 24-272 Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Cargo Rd./Rental Car Access Rd.

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
1	GDOT 151-1000	Mobilization	1	LS	57900.00	57,900.00
	Written Unit Price Fifty seven thousand, nine hundred dollars Zero cents					
2	GDOT 163-0301	Construct & Remove Construction Exit	1	EA	3920.00	3,920.00
	Written Unit Price Three thousand, nine hundred twenty dollars Zero cents					
3	GDOT 163-0535	Construct & Remove Inlet Sediment Trap	6	EA	620.00	3,720.00
	Written Unit Price Six hundred twenty dollars Zero cents					
4	GDOT 163-0529	Construct & Remove Straw Bale Check Dam	5	EA	2660.00	13,300.00
	Written Unit Price Two thousand, Six hundred sixty dollars Zero cents					
5	GDOT 171-0030	Construct & Remove Silt Fence Type C	1,530	LF	11.00	16,830.00
	Written Unit Price Eleven dollars Zero cents					
6	GDOT 210-0100	Grading Complete	1	LS	180500.00	180,500.00
	Written Unit Price one hundred eighty thousand, five hundred dollars Zero cents					
7	GDOT 310-5080	Graded Aggregate Base	290	CY	157.00	45,530.00
	Written Unit Price one hundred fifty seven dollars Zero cents					

BID SCHEDULE – BASE BID

Location of Project: Bid Item # 24-272 Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Cargo Rd./Rental Car Access Rd.

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
8	GDOT 400-3101	Hot Mix Asphaltic Concrete Construction, 12.5 mm Superpave	620	TON	167.00	103,540.00
	Written Unit Price	one hundred sixty seven dollars Zero cents				
9	GDOT 413-1000	Bituminous Tack Coat	330	Gal	3.80	1,254.00
	Written Unit Price	Three dollars Eighty cents				
10	GDOT 432-0208	Mill Asphaltic Concrete Pavement, 2in Depth	1,500	SY	6.90	10,350.00
	Written Unit Price	Six dollars Ninety cents				
11	GDOT 550-5150	Storm Drain Pipe 15" RCP, Class III	112	LF	124.00	13,888.00
	Written Unit Price	one hundred twenty four dollars Zero cents				
12	GDOT 550-4215	Concrete Flared-end Section 15"	2	EA	1410.00	2820.00
	Written Unit Price	one thousand, four hundred ten dollars Zero cents				
13	GDOT 603-1018	Rip Rap Type Class II, 18" Depth	22	SY	97.75	2,150.50
	Written Unit Price	Ninety seven dollars Seventy five cents				
14	GDOT- 636a	Highway Sign R1-1 30"x30" Type IX Mounted on Galvanized Steel Post, Complete	3	EA	739.00	2,217.00
	Written Unit Price	Seven hundred thirty nine dollars Zero cents				

TWC

E.R. Snell Contractor, Inc.  
1785 Oak Road  
Snellville, GA 30078

### BID SCHEDULE – BASE BID

Location of Project: Bid Item # 24-272 Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Cargo Rd./Rental Car Access Rd.

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
15	GDOT- 636b	Highway Sign R2-1 24"x30" Type IX Mounted on Galvanized Steel Post, Complete	2	EA	739.00	1,478.00
	Written Unit Price	Seven hundred twenty nine dollars ZERO cents				
16	GDOT 652-2402	Solid Traffic Stripe 4" Yellow	1,600	LF	1.85	2,960.00
	Written Unit Price	one dollar Eighty five cents				
17	GDOT 652-2401	Solid Traffic Stripe 4" White	1,750	LF	1.85	3,237.50
	Written Unit Price	One dollar Eighty five cents				
18	GDOT 652-5701	Solid Traffic Stripe 24" White	3	EA	154.00	462.00
	Written Unit Price	one hundred fifty four dollars ZERO cents				
19	GDOT 680-3600	25' Light Pole Installation, Complete	6	EA	9060.00	54,360.00
	Written Unit Price	Nine thousand, sixty dollars ZERO cents				
20	GDOT 682a	Cable, 3 No. 10	1,090	LF	15.25	16,622.50
	Written Unit Price	Fifteen dollars Twenty five cents				
21	GDOT 682b	Conduit, 1W-1" PVC	1720	LF	9.80	16,856.00
	Written Unit Price	Nine dollars Eighty cents				

TWC

E.R. Snell Contractor, Inc.  
1785 Oak Road  
Snellville, GA 30078

Item 11.

BID SCHEDULE – BASE BID

Location of Project: Bid Item # 24-272 Augusta Regional Airport, Augusta, Georgia

Title of Project: Augusta Regional Airport Cargo Rd./Rental Car Access Rd.

Line No.	Item No.	Item Description	Est. Qty.	Units	Unit Price	Bid Amount
22	GDOT 682-2130	Handhole Installation, Complete	7	EA	1710.00	11,970.00
	Written Unit Price <i>one thousand, seven hundred ten dollars</i> <i>zero cents</i>					
23	GDOT 682-9950	Directional Bore 2W-1" PVC	740	LF	30.00	22,200.00
	Written Unit Price <i>Thirty dollars</i> <i>zero cents</i>					
24	GDOT 700-6910	Permanent Grassing	.40	AC	4310.00	1,724.00
	Written Unit Price <i>Four thousand, three hundred ten dollars</i> <i>zero cents</i>					

Total Base Bid = 589,789.50

Total Base Bid Written =

*Five hundred eighty nine thousand, seven hundred eighty nine dollars*  
*Fifty cents*



6. **Determination of Low Bidder:** Low bidder shall be determined based on the total of the base bid and bid option as provided within the bid forms, regardless of the additive alternate. Owner shall reserve the right to award the overall project and additive alternate as deemed fit.
7. **Execution of Contract:** Bidder agrees that in case of failure on its part to execute the said Contract and Bonds within fifteen (15) days after the date indicated in the "Notice of Award," the check or bid bond accompanying this bid, and the money payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise the Bid Security or check accompanying this bid shall be returned to the undersigned.
8. **Documentation:** The following required documents are attached to and made a part of this bid
- Required Bid Security in the form of a Bid Bond payable to the order of the City of Augusta;
  - Performance of Work by Subcontractor List;
  - Certificate of Prompt Payment
9. Name and business address (mailing and street) of Bidder to which all formal notices shall be sent:
- Tom Clower - E.R. Snell Contractor Inc.  
1785 Oak Rd  
Snellville, GA 30078 notices@ersnell.com
10. The terms used in this bid, which are defined in the General Provisions of the Construction Contract as a part of the Contract Documents, have the meanings assigned to them in the General Provisions.
11. Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	Date
<u>1</u>	<u>12/9/24</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>



12. The Bidder shall state on the line below, if a corporation, the name of state in which incorporated and the date of said corporation.

Signed this 18<sup>th</sup> day of December, 20 24.

Contractor

E.R. Snell Contractor Inc.

By:

TQWCR

(Signature of individual, partner or officer signing the Bid)

GCCO 0003037

License Number

Chandler Snell



(SEAL)

ATTEST:

NOTE: If Contractor is a Corporation, Secretary should attest seal. Seal is required if Bidder is a Corporation. If Contractor is a Partnership, all partners shall execute the bid (add spaces as required).

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

as **Principal**, and

as **Surety**, are hereby

held and firmly bound unto \_\_\_\_\_ as **Owner**

in the penal sum of \_\_\_\_\_

for the payment of which, well and truly to be made, we hereby jointly and severally

bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

The conditions of the above obligation is such that whereas the Principal has submitted to the Augusta Airport Aviation Commission certain Bill, attached hereto and hereby made a part hereof to enter into a Contract in writing for the Construction of:

### **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD**

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted, and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bill) and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bill, the this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, thereby stipulates and agrees that obligations of said Surety and its Bonds shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(L.S.)  
Principal

Surety

By:

(SEAL)

- (1) Date of Bond must be same date as bid.
- (2) Bond must be signed or countersigned by Surety's proper Georgia Resident Agent. Date of Power-of-Attorney shall be same date as date of Bond.
- (3) If a Partnership, all partners shall execute Bond.

## PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes to use the subcontractors listed below on this project if awarded the Contract. Please list all proposed subcontractors, trade specialty and dollar value of their work. The Bidder shall obtain prior written permission of the Owner should it choose to add or substitute other subcontractor(s) not shown below.

[illegible]

Estimated Total Cost of Items that Bidder states will be performed by Subcontractors is:

\$ \_\_\_\_\_

## CERTIFICATION OF PROMPT PAYMENT

The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Owner. The prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval from the Owner. This clause applies to both DBE and non-DBE subcontractors.

---

Name of Bidder's  
Authorized Representative  
(Please Print or Type Name)

---

Signature of Bidder's  
Authorized Representative

---

Title of Bidder's  
Authorized Representative

---

Date

## NOTICE OF AWARD

TO:

PROJECT: **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD**

The Owner has considered the bid submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$589,789.50.

You are required by the Invitation to Bid to execute the Contract and furnish the required Contractor's Performance and Payment Bonds within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said bonds within fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

AUGUSTA REGIONAL AIRPORT

BY: \_\_\_\_\_

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

\*\*\* ACCEPTANCE OF NOTICE \*\*\*

Receipt of the above NOTICE OF AWARD is hereby

acknowledged by \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BY: \_\_\_\_\_

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



## PERFORMANCE BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PAYMENT BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PAYMENT OF LABOR AND MATERIAL.)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal,  
hereinafter called CONTRACTOR, and \_\_\_\_\_, a  
corporation organized and existing under the laws of the State of \_\_\_\_\_, with  
its principal office in the City of \_\_\_\_\_, State of \_\_\_\_\_, as Surety, hereinafter called  
SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-  
RICHMOND COUNTY COMMISSION as Obligee, hereinafter called the OWNER, in the penal amount of \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents for the faithful  
performance of a certain written agreement.

WHEREAS, CONTRACTOR has by said written agreement dated \_\_\_\_\_ entered into a Contract with  
OWNER for the construction of **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS  
ROAD**, Augusta, Georgia, in accordance with the drawings and specifications issued by the Augusta Aviation  
Commission and the Augusta-Richmond County Commission, which contract is by reference made a part hereof, and  
is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall  
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

The SURETY hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be in default under the Contract,  
the OWNER having performed OWNER's obligations thereunder, the SURETY may promptly remedy the default, or  
shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and  
upon determination by SURETY of the lowest responsive and responsible bidder, or, if the OWNER  
elects, upon determination by the OWNER and the SURETY jointly of the lowest responsive and  
responsible bidder, arrange for a contract between such bidder and OWNER, and make available as  
Work progresses (even though there should be a default or a succession of defaults under the contract  
or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of  
completion less the balance of the Contract price; but not exceeding, including other costs and  
damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph  
hereof. The term "balance of the Contract price," as used in this paragraph, shall mean the total  
amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto,  
less the amount properly paid by OWNER to CONTRACTOR.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on  
which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

Witness \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Contractor)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Title)

Witness \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Surety)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Title)

## LABOR AND MATERIAL PAYMENT BOND

(NOTE: THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND, IN FAVOR OF THE OWNER CONDITIONED FOR THE PERFORMANCE OF THE WORK.)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal,  
hereinafter called CONTRACTOR, and \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_, with

its principal office in the City of \_\_\_\_\_, State of \_\_\_\_\_, as Surety, hereinafter called SURETY, are held and firmly bound unto AUGUSTA, GEORGIA BY AND THROUGH THE AUGUSTA-RICHMOND COUNTY COMMISSION, as Obligee, hereinafter called the OWNER, for the use and benefit of claimants as herein below defined in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, CONTRACTOR has by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for the construction of **AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD**, in accordance with drawings and specifications issued by the Augusta Aviation Commission and Augusta-Richmond County Commission, which Contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, the condition of this obligation is such that, if the CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required to use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the CONTRACTOR or with a subcontractor of the CONTRACTOR for labor, material, or both, used or reasonably required for use in the performance of the Contract labor and material being construed as to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above named CONTRACTOR and SURETY hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the CONTRACTOR, shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.

Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER or SURETY, at any place where an office regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- (b) After the expiration of one (1) year following the date on which CONTRACTOR ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (c) Other than in a Georgia state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by SURETY of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_.

Witness \_\_\_\_\_ (Contractor) \_\_\_\_\_ (Seal)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Title) \_\_\_\_\_ (Seal)

Witness \_\_\_\_\_ (Surety) \_\_\_\_\_ (Seal)

Attest \_\_\_\_\_ By \_\_\_\_\_ (Title) \_\_\_\_\_ (Seal)

## NOTICE TO PROCEED

DATE: \_\_\_\_\_

SUBJECT: NOTICE TO PROCEED

PROJECT: **AUGUSTA REGIONAL AIRPORT CARGO ROAD/ACCESS ROAD,**

Gentlemen:

You are hereby notified to commence work in accordance with the Contract, within Ten (10) calendar days following the date first written above, and you are to complete the work within \_\_\_\_\_ (\_\_\_\_) consecutive calendar days after the date of this notice. The date set for completion of all work is therefore \_\_\_\_\_.

AUGUSTA REGIONAL AIRPORT

BY: \_\_\_\_\_

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

\*\*\* ACCEPTANCE OF NOTICE \*\*\*

Receipt of the above NOTICE TO PROCEED is hereby  
acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

## CONTRACT

THIS CONTRACT made and entered into to be effective \_\_\_\_\_, 20\_\_ by and between, AUGUSTA GEORGIA, “Augusta,” a political subdivision of the State of Georgia, acting through the AUGUSTA AVIATION COMMISSION, whose address is 1501 Aviation Way, Augusta Regional Airport at Bush Field, Augusta, Georgia 30906-9600, hereinafter called “Airport”, and ER Snell Contractor Inc., hereinafter called “Contractor”.

### WITNESSETH:

**WHEREAS**, Augusta is the owner and operator of a full-service commercial airport known as the Augusta Regional Airport;

**WHEREAS**, Augusta has solicited a bid to **CONSTRUCT CARGO ROAD/RENTAL CAR ACCESS ROAD**, for the Airport;

**WHEREAS**, the Contractor submitted a bid for said services; and

**WHEREAS**, Augusta, on behalf of the Airport, accepted the Contractor’s Bid for said services;

**NOW THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, Augusta and the Contractor hereby agree as follows:

The Contractor’s Services shall be in accordance with the scope of services and all provisions provided herein.

## ARTICLE 1 SCOPE OF THE WORK

- 1.1 The Contractor hereby agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the specifications for the Project entitled:

**AUGUSTA REGIONAL AIRPORT CARGO ROAD/RENTAL CAR ACCESS ROAD,**

and in accordance with the requirements and provisions of the Contract Documents as defined in the Provisions hereto attached which are hereby incorporated and made a part of this contract.

1.2 **Definitions**

The following terms have the following meanings whenever used in the Contract Documents (defined below), or in related documents, the terms or pronouns used in place of them shall be defined as follows:

- 1.2.1 **Airport Executive Director.** The person tasked with the day-to-day operations of the Airport.
- 1.2.2 **Augusta Aviation Commission.** The Augusta Regional Airport Aviation Commission tasked with the overall administration of the Airport.
- 1.2.3 **Augusta, Georgia or City or Owner.** Augusta, Georgia’s Commission.



- 1.2.4 **Engineer.** The Work has been designed by Mead & Hunt, Inc., whose corporate headquarters is located at 2240 Deming Way, Middleton, WI 53562, who is hereinafter called Engineer and who is to assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.
- 1.2.5 **Project.** Augusta Regional Airport Cargo Road/Rental Car Access Road, including but not limited to the mill and overlay of approximately 500LF of existing roadway, extension of existing roadway approximately 325LF to connect to existing parking lot, drainage improvements, and site lighting improvements.
- 1.2.6 **Airport's Administrator.** Airport's Representative shall be the Airport's Executive Director or his designee.
- 1.2.7 **Contractor's Representative(s).** The Contractor's representative ("Contractor's Representative") for all dealings with Airport shall be \_\_\_\_\_. Contractor's Representative may be changed upon prior written notice delivered to Owner.
- 1.3 Subject to controlling law, the Owner will refuse to permit the Contractor to use any employee on this job if the Owner reasonably deems that individual unfit to work at the Airport facilities in any respect.
- 1.4 All Contractor employees shall strictly adhere to Airport regulations while on the Airport premises, including but not limited to Augusta, Georgia, County, and Transportation Security Authority (TSA) and Federal Aviation Administration (FAA) regulations governing access to buildings, personal conduct, and possession of prescribed substances, parking, and traffic. The Owner reserves the right to require the removal of Contractor employees from the Project.
- 1.5 **Design, Standards and Practices.** The design, strength, quality of materials and workmanship must conform to the highest standards of construction practices and/or services.

## **ARTICLE II**

### **TERM**

- 2.1 The Contractor must begin work within ten (10) calendar days of receiving the Notice to Proceed (NTP) from the Owner. It is anticipated the NTP will be issued May 1, 2025. The Contractor will mobilize with sufficient forces such that all work is completed within two hundred and forty (**240**) calendar days after the issuance of the NTP. Contract time charges will begin as set forth in Section 80 of the General Provisions
- 2.2 Contractor working times shall be as designated on the Construction Safety & Phasing Plan sheets in the Construction Drawings. At the Owner's discretion, work times may be further restricted.

- 2.3 For additional details please review Section 80 of the attached Specifications.
- 2.4 It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract. Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and construction conditions prevailing in this locality.
- 2.5 It is further agreed that **time is of the essence** of each and every portion of this Contract and the specifications wherein a definite portion and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by extension shall be the essence of the Contract.

### **ARTICLE III** **LIQUIDATED DAMAGES**

- 3.1 The Contractor acknowledges that time is of the essence with respect to the Work governed by the Contract. The Contractor acknowledges and recognizes that if it fails to achieve Substantial Completion of any portion of the Work within the Contract Time as may be extended in accordance with the terms of this Contract, the Owner will sustain substantial losses as a result of such failure. The Contractor further acknowledges that the Owner will suffer damages that are difficult, if not impossible, to accurately estimate. The Contractor shall be assessed liquidated damages as set forth in Section 80, Execution and Progress, subsection 80-08.

### **ARTICLE IV** **PAYMENT**

#### **4.1 The Contract Sum**

The Owner shall pay to the Contractor for completion of the Work in strict accordance with the Contract Documents, and in accordance with the unit bid prices submitted on December 18, 2024, with a contract price of \$589,789.50.

#### **4.2 Progress Payments**

- 4.2.1 Contractor shall submit Applications for Payment in accordance with Section 90 of the General Provisions but in no case shall submit Applications for Payment more than once per month. Application for Payment will be processed by Engineer as provided in the General Provisions.

4.2.2 Progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with Section 90 of the General Provisions.

- 1) 90% of Work completed as determined by Engineer.
- 2) 90% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 90-07 of the General Provisions.

4.2.3 Within ten (10) business days of receiving each Application for Payment, the Engineer shall either indicate in writing a recommendation of payment and present the application to the Owner or return the Application to the Contractor indicating in writing necessary corrections. In the latter case, the Contractor shall make the corrections and resubmit the application.

#### 4.3 **Invoices.**

Contractor shall submit invoices to:

Mead & Hunt, Inc.  
Attn: Edwin Scott  
5955 Core Road, Suite 515  
North Charleston, SC 29406

4.4 **Retainage and Partial Payments.** If payment request is approved by the Owner, the approved payment request shall be submitted to the Owner's Finance Department for processing on or before the fifth day of the following month, and payment (less retainage) shall be made to the Contractor thirty (30) calendar days after the date the approved payment request is received by the Owner's finance department. If a payment request is not approved by the Owner, then no payment shall be made to the Contractor until such time as the Owner approves the payment request. The amount of retainage shall be as follows:

- 4.4.1 Ten percent (10%) of each partial payment shall be withheld as retainage until the value of fifty percent (50%) of the Contract Price, including Change Orders and other authorized additions provided in the Contract, is due;
- 4.4.2 When fifty percent (50%) of the Contract Price, as described above, becomes due and the manner of completion of the Work and its progress, quality, schedule are reasonably satisfactory to the Owner, and there are no outstanding claims by the Contractor, subcontractors or material suppliers, the withholding of retainage shall be discontinued.

- 4.4.3 If after discontinuing retainage, the Owner determines that the Work is unsatisfactory or has fallen behind schedule, withholding of ten percent (10%) of each request for payment may be resumed. When the Work has reached Substantial Completion and the Owner determines the Work to be reasonably acceptable, the Contractor shall submit an invoice or other documents as may be required and receive payment thereof within thirty (30) calendar days. If there are any remaining incomplete minor items, an amount equal to two hundred percent (200%) of the value of each item, as determined by the Owner, shall be withheld until such items are complete;
- 4.4.4 The Contractor shall within ten (10) calendar days from its receipt of retainage from the Owner pass through payments to Subcontractors and shall reduce each Subcontractor's retainage in the same manner as the Contractor's retainage is reduced by the Owner. The Subcontractor shall within ten (10) calendar days from the Subcontractor's receipt of retainage pass through payments to lower tier subcontractor's and shall reduce each lower tier subcontractor's retainage in the same manner as the Subcontractor's retainage is reduced.
- 4.4.5 The Contractor and Owner agree to abide by all applicable provisions of Georgia State Law concerning retainage, including but not limited to O.C.G.A. §13-10-80. If the terms of this Contract concerning retainage conflict with Georgia State Law, Georgia State Law shall govern.

## **ARTICLE V**

### **FINAL INSPECTION**

- 5.1 Upon notice from the Contractor that the Work is completed, the Owner shall make a Contractor during the course of final inspection of the Work and shall notify the Contractor of all instances where the Work fails to comply with the Drawings and Specifications, as well as any defects the Owner may discover. At no cost to the Owner, the Contractor shall immediately make such alterations as are necessary to bring the Work into compliance with the Contract, the Drawings, and Specifications.

## **ARTICLE XI**

### **ACCEPTANCE AND FINAL PAYMENT**

- 6.1 **Final Payment.** Upon final completion and acceptance of the Work in accordance with Section 50 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 90-09.
- 6.2 Before final payment is due the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens the Contractor may submit in lieu of evidence of payment a surety bond satisfactory to the Owner guaranteeing payment of all such disputed amounts when adjudicated in cases where such payment has not already been guaranteed by surety bond.
- 6.3 The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, from requirements of the specifications, or from manufacturers' guarantees. It shall also constitute a waiver of all claims by the Contractor except those previously made and still unsettled.
- 6.4 If after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

## **ARTICLE VII** **CHANGES**

- 7.1 The Owner may, during the Contract period, make changes to the Scope of Work, which may result in changes to the general scope of the Contract and its provisions.
- 7.2 Written/verbal agreements, changes, or amendments to this Contract shall not be binding upon the Owner unless approved and signed by the Owner in advance of performing work.
- 7.3 Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Aviation Commission or Augusta, Georgia Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity.

## **ARTICLE VIII** **INSURANCE**

- 8.1 During the term of this Contract, Contractor shall provide, pay for, and maintain with companies reasonably satisfactory to the Owner the types of insurance as set forth in the Augusta Code, and Georgia Law as the same may be amended from time to time, and as described herein. All insurance shall be issued by insurance companies eligible to do business in the State of Georgia and Best Rated A+ or equivalent. In the event of a conflict between the provisions of the Augusta Code and this Contract, the more stringent requirement shall govern. In no event shall Contractor maintain any insurance less than the requirements set forth in the Augusta Code, as amended.



- 8.2 All liability policies of Contractor and its subcontractors shall provide coverage that includes, or has the same substantive effect as the following:
- 8.2.1 Augusta, Georgia, the Augusta Aviation Commission, and each of its Commissioners, officers, agents, elected representatives, volunteers, and employees, in their respective capacities as such, shall be additional insured hereunder with respect to the products, premises, and operations of the named insured.
  - 8.2.2 This insurance policy shall apply as primary, and any insurance and/or self-insurance as may be maintained by the Augusta, the Augusta Aviation Commission, or its Commissioners, officers, agents, elected representatives, volunteers, and employees shall apply in excess of, and shall not contribute with insurance provided by this policy.”
  - 8.2.3 This insurance shall not be materially changed, altered, canceled, or non-renewed until after thirty (30) calendar days advanced written notice has been given to Augusta, Georgia except that only ten (10) calendar days’ notice shall be required in the event of cancellation due to non-payment of premium.
- 8.3 All such evidence of insurance shall be in the form of certificates of insurance satisfactory to the Augusta and its Risk Manager, accompanied by a certified true copy of an endorsement to each policy containing the above language. Properly executed certificates of insurance shall evidence the insurance coverage and limits required. The authorized representative of the insurance company shown on the certificate shall sign these certificates. The required policies of insurance shall comply with the laws of the State of Georgia.
- 8.4 If at any time the Executive Director requests a written statement from the insurance company as to any impairment to the aggregate limit, Contractor shall promptly authorize and have delivered such statement to the Augusta Aviation Commission. Contractor authorizes the Augusta Aviation Commission and/or the Augusta’s Risk Manager to confirm with Contractor’s insurance agents, brokers, and insurance companies all information furnished.
- 8.5 The acceptance of delivery to the Owner of any certificate of insurance evidencing the insurance coverage and limits required under this Contract does not constitute approval or acceptance by the Owner that the insurance requirements in this Contract have been met. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Augusta’s Risk Manager.

- 8.6 The Contractor and the Owner understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Contractor agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. The Contractor shall furnish the Owner, within sixty (60) calendar days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- 8.7 Contractor's insurance companies or its authorized representative shall give the Owner thirty (30) calendar days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated.
- 8.8 If at any time, the Airport Executive Director requests a written statement from the insurance companies as to any impairment(s) to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Augusta Aviation Commission. Renewal Certificates of Insurance must be provided to the Owner as soon as practical but in every instance prior to expiration of current coverage.
- 8.9 The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office policies, forms, and endorsements or broader, where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be reasonably acceptable to the Owner.
- 8.10 Workers' Compensation and Employer's Liability Insurance shall be maintained in force by Contractor during the term of this Contract for all employees engaged in the operations under this Contract. The limits of coverage shall not be less than:
- |                       |  |
|-----------------------|--|
| Workers' Compensation | Georgia Statutory                          |
| Employer's Liability  | \$1,000,000.00 Limit Each Accident         |
|                       | \$1,000,000.00 Limit Disease Aggregate     |
|                       | \$1,000,000.00 Limit Disease Each Employee |
- 8.11 **Commercial General Liability** – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage with limits no less than five million dollars (\$5,000,000.00) in Broad Form Comprehensive General Liability insurance.

8.12 **Automobile Liability Insurance.** For any vehicles authorized in writing by the Executive Director to operate on the Aircraft Operating Area (AOA) of the Airport, Automobile Insurance in the minimum amount of Five Million Dollars (\$5,000,000.00) combined single limit coverage. If the Contractor's Comprehensive General Liability coverage includes vehicular operations on the Airport, separate automobile insurance shall not be required. The foregoing insurance shall be endorsed to state that it will be primary to the Augusta, Georgia and the Augusta Aviation Commission's insurance and that the carrier waives its right of subrogation against Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, elected and appointed officials, representatives, volunteers, and employees. Augusta, Georgia, the Augusta Aviation Commission, and their officers, agents, employees, elected and appointed officials shall be added as additional insureds on said policies. Said policy shall contain Severability of Interest Clause and shall include contractual liability coverage at least as broad as that given in the most current CA 00 01 ISO form.

8.13 **Excess Liability:** \$2,000,000.00

Policy must follow form of General Liability Policy and all insurance together for general liability must total at least a minimum of two million dollars (\$2,000,000.00). Any form of underlying and excess policies may satisfy such requirement.

8.14 The Commercial General Liability Insurance coverage as required in the paragraph above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Contractor in the performance of this Contract.

8.15 Within sixty (60) calendar days of the effective date thereof or any subsequent term, Contractor shall provide Owner with certificate(s) of insurance evidencing that such insurance as described herein be in force. Insurance binder letter(s) or a Certificate(s) of Insurance as described above must be sent to the address below with a copy to the Owner:

Augusta, Georgia  
Risk Management  
535 Telfair Street  
Suite 920  
Augusta, GA 30901  
(706) 821-2502 (Fax)

8.16 **Subcontractors.** It is the sole responsibility of the general Contractor to ensure that all subcontractors working under it have separately procured any and all types and limits of insurance that are required under any and all pertinent local, state, or federal ordinances or resolutions that are suitable for the

particular trade that the subcontractor is performing. It is also the sole responsibility of the general and/or prime Contractor to ensure that any and all subcontractors or vendors carry types and limits of insurance not less than those listed herein and that the subcontractors and/or vendors carry and/or procure endorsements to waive all subrogation rights against and name "Augusta, Georgia, its appointed and elected Officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers" as additional insureds.

## **ARTICLE IX**

### **AIRPORT SECURITY REQUIREMENTS**

- 9.1 Contractor's employees shall be required to operate in Airport's secure areas. Contractor shall be required to obtain the Airport's Security Identification Display Area (SIDA) badges for any employee working in the secured area. Contractor shall comply, at its own expense, with the Transportation Security Administration (TSA) and the Owner's security requirements for the Airport including, but not limited to employee training and badges. Contractor shall cooperate with the TSA and the Owner on all security matters and shall promptly comply with any project security arrangements established by the Owner. Compliance with such security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable federal, state and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around the Project and throughout the Airport. All employees shall be properly badged and comply with all Owner's safety and security rules.
- 9.2 Any Contractor employees assigned to work in a secured area are required to be "badged" or a "badged" Contractor employee must escort them the entire time they are in these secured areas.
- 9.3 To qualify for the badge, individual must be fingerprinted and have a background investigation completed. In addition, the Owner will conduct a background inquiry and require finger printing of all individuals who will be working on the secured side of the Airport screening point. This may also include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and credit reports for the Contractor, as well as, its employees.
- 9.4 Contractor consents to such an inquiry and agrees to make available to the Owner such books and records the Owner deems necessary to conduct the review.
- 9.5 Contractor shall pay all costs associated with providing SIDA badges.

Cargo Road/Rental Car Access Road Improvements  
Augusta Regional Airport, Augusta Georgia

Issued for Bid  
Contract Forms  
October 11, 2024

- 9.6 Contractor shall be responsible for any fines assessed by the FAA or TSA as a result of the actions of its employees or subcontractors.

## **ARTICLE X**

### **REPRESENTATIONS AND WARRANTIES**

In order to induce the Owner to enter into this Contract, Contractor hereby represents and warrants that as of the date above written that:

- 10.1 Contractor is duly organized and validly existing in good standing under the laws of the State of \_\_\_\_\_ in which it is organized, is qualified to do business in all jurisdictions in which it is operating, and has the power and authority to execute and deliver and to perform its obligations under this Contract and the documents to which it is signatory; and
- 10.2 The execution, delivery and performance by Contractor and its undersigned representative(s) of this Contract and other documents to which Contractor is a signatory do not require the approval or consent of any other person, entity or government agency and do not result in any breach of any agreement to which Contractor is a party or by which it is bound; and
- 10.3 The execution, delivery and performance by Contractor of this Contract and other documents to which it is a signatory have been duly authorized by all necessary action, and constitute legal, valid and binding obligations of Contractor, enforceable against Contractor in accordance with its terms; and
- 10.4 No action, suit or proceeding to which Contractor is a party is pending or threatened that may restrain or question this Contract, or any other document to which it is a signatory, or the enjoyment of rights or benefits contemplated herein; and
- 10.5 Contractor has all State of Georgia Licenses and permits required for the performance of the Work and shall only use properly licensed and trained persons to perform such services.

## **ARTICLE XI**

### **NOTICES**

11.1 **Delivery.** All notices given by either party to the other under this Contract must be in writing and delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand - delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled “Addresses”.

11.2 **Receipt.** Notices sent by mail will be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand- delivery will be deemed to be received upon acceptance by the respective party or its agent.

11.3 **Change of Address or Facsimile Number.** Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change.

11.4 **Addresses.**

To OWNER:

Augusta Regional Airport  
Attn: Executive Director  
1501 Aviation Way  
Augusta, Georgia 30906  
Telephone: (706) 798-3236  
Fax: (706) 798-1551

To CONTRACTOR:

Attn:  
  
Telephone:  
Fax:

With a copy to:

Augusta General Counsel  
Augusta Richmond County Department of Law  
535 Telfair St.  
Building 3000  
Augusta, GA 30901  
Fax: (706) 842-5556



**ARTICLE XII**  
**INDEMNIFICATION AND HOLD HARMLESS**

- 12.1 Except where, and to the extent caused by the gross negligence of Augusta, Georgia, the Augusta Aviation Commission, their agents, employees, contractors, officers or, Contractor shall protect, defend, reimburse, indemnify, and hold Augusta, Georgia, the Augusta Aviation Commission, its members, agents, employees, and elected officers and each of them, free and harmless at all times as set forth in Augusta, Georgia Code, and particularly Article 1, Chapter 3, Division 1, Section 1-3-8.5, Indemnity and Insurance, as the same may be amended from time to time, and described herein. In the event of a conflict between the provisions of the Augusta Code and this Contract, the broader requirement shall govern.

**ARTICLE XIII**  
**PERMITS**

- 13.1 Contractor shall obtain and maintain at all times all necessary licenses, permits and certifications to perform the work described in the Contract. Contractor shall furnish copies of all licenses, permits, and certifications to the Administrator.

**ARTICLE XIV**  
**WORK PERMITS REQUIRED**

- 14.1 Contractor agrees and acknowledges that its employees and agent's employees, as well as any subcontractors or subcontractors' personnel, working on the Contract must be United States citizens, or must be lawfully admitted for residence and be permitted to work in the United States under the Immigration and Naturalization Act, 8 U.S.C. 1101, et. seq.

**ARTICLE XV**  
**FEDERAL WORK AUTHORIZATION**

- 15.1 Pursuant to O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, the Owner cannot enter a contract for the physical performance of services unless the Contractor and its Subcontractors register and participate in the Federal Work Authorization Program to verify specific information on all new employees.
- 15.2 The Contractor certifies that it has complied and will continue to comply with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

- 15.3 The Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. The signed affidavit is attached to this Contract as an exhibit
- 15.4 The Contractor agrees that in the event that it employs or contracts with any Subcontractor(s) in connection with this Contract, the Contractor will secure from each Subcontractor an affidavit that indicates the employee-number category applicable to that Subcontractor and certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 and Georgia Department of Labor Rule 300-10-1-.02. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as an exhibit.

## **ARTICLE XVI**

### **MISCELLANEOUS CONTRACT PROVISIONS**

#### **16.1 Independent Contractor/Subcontractor**

Contractor is acting, in performance of this Contract, as an independent contractor. Personnel supplied by the Contractor or its agents or subcontractors hereunder are not the Owner's employees or agents and Contractor assumes full responsibility for their acts. Contractor shall be solely responsible for the payment of compensation to Contractor's employees. The Owner shall not be responsible for payment of Worker's Compensation, disability benefits, and unemployment insurance or for withholding and paying employment taxes for any Contractor employee, or Contractor's subcontractors or its agent's employees, but such responsibility shall be solely that of Contractor. This clause of the contract does not prevent the Airport from requiring Contractor to have its employees follow normal rules and guidelines for work performance, redirecting the efforts of the employees to meet the needs of the facilities, performing safety or from requiring Contractor to perform the requirements of this Contract satisfactorily, according to the General Conditions, Scope of Services, Performance Work Statement, Service Performance Standards and Methods described herein.

#### **16.2 Force Majeure**

- 16.2.1 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation, except the payment of money, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party, or by a strike, lockout or other labor difficulty, the settlement of which shall be within the sole discretion of the party involved.

16.2.2 Each party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Contract. In the event either party is prevented or delayed in the performance of this obligation because of such Force Majeure, there shall be an equitable adjustment of the schedule. In the event there is a fluctuation in the costs or price associated with the project due to occurrence of a force majeure event, such price differential shall be borne by the party claiming the force majeure delay. However, if the party claiming the delay can show good faith efforts to mitigate the costs and demonstrates that the party's action, inaction, or omission did not contribute to the price or costs fluctuation, said increased costs shall be borne equally by both parties.

16.2.3 Contractor will not be liable for failure to perform or for delay in performance because of Force Majeure, including the following:

- 16.2.3.1 any cause beyond its reasonable control;
- 16.2.3.2 any act of God;
- 16.2.3.3 inclement weather;
- 16.2.3.4 earthquake;
- 16.2.3.5 fire;
- 16.2.3.6 explosion;
- 16.2.3.7 flood;
- 16.2.3.8 strike or other labor dispute;
- 16.2.3.9 any shortage or disruption of or inability to obtain labor, material, manufacturing facilities, power, fuel or transportation from unusual sources, or any other;
- 16.2.3.10 delay or failure to act of any governmental or military authority;
- 16.2.3.11 any war, hostility or invasion;
- 16.2.3.12 any embargo, sabotage, civil disturbance, riot or insurrection;
- 16.2.3.13 any legal proceedings; or
- 16.2.3.14 failure to act by Contractor's suppliers due to any cause which Contractor is not responsible, in whole or in part.
- 16.2.3.15 any disease, epidemic, or pandemic

### 16.3 Commercial Activities

Neither Contractor nor its employees may establish any commercial activity or issue concessions or permits of any kind to third parties for establishing activities at the Airport.

#### 16.4 **Records and Audit**

Contractor and its subcontractors shall maintain records and accounts in connection with all aspects in the performance of this Contract, including those, which will accurately document incurred costs, both direct and indirect, of whatever nature, during and for a period of three (3) years from the expiration or other termination of this Contract, unless otherwise specified by applicable law. The Owner may examine and copy, at all reasonable times, with advance notification, those records and accounts. Contractor shall maintain all records in a central location in Augusta, Georgia.

#### 16.5 **Contingent Fees**

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract; and that Contractor has not paid or agreed to pay any company, association, corporation, firm or person, other than a bona fide employee working for Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this warranty and upon a finding after notice and hearing, the Owner may terminate the Contract and, at its discretion, may deduct from the Contract sum, or otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.

#### 16.6 **Rights and Remedies**

The rights and remedies of the Owner provided in this paragraph are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 16.7 **Non-Appropriations**

Notwithstanding anything contained in this Contract, if sufficient funds have not been appropriated to support continuation of this Contract for an additional calendar year or an additional term of the Contract, this Contract shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year of its execution or if the Owner suspends performance pending the appropriation of funds.

#### 16.8 **Assignment**

Without the prior written consent of the Owner, Contractor may not assign, transfer or convey any of its interests under this Contract, nor delegate any of its obligations or duties under this Contract except as provided herein.

- 16.8.1 **Consent of the Owner Required.** Any assignment of this Contract or rights under this Contract, in whole or part, without the prior written consent of the Owner will be void, except that, upon ten-(10) calendar days prior written notice to the Owner, Contractor may assign monies due or to become due under this Contract. Any assignment of monies will be subject to proper setoffs in favor of the Owner and to any deductions provided for in this Contract.
- 16.8.2 **No Relief of Responsibilities.** No assignment will be approved which would relieve Contractor of its responsibilities under this Contract.
- 16.9 **Parties Bound.** This Contract will be binding upon and inure to the benefit of the Owner and Contractor and their respective successors and assigns.
- 16.10 **No Partnership or Joint Venture.** Nothing contained in this Contract will be deemed to create a partnership or joint venture between the Owner and Contractor or cause the Owner to be responsible for the debts or obligations of Contractor or any other party. Contractor must not represent to anyone that its relationship to the Owner is other than as the Owner's Contractor. Contractor must act as an independent agent and not as the agent of the Owner in performing this Contract and shall maintain complete control over its employees and all of its lower-tier suppliers and subcontractors. Nothing contained in this Contract or any lower tier purchase order or subcontract awarded by Contractor will create any contractual relationship between any lower-tier supplier or subcontractor and the Owner. No act or direction of the Owner shall be deemed to be the exercise of supervision or control of the Contractor's performance hereunder.
- 16.11 **Waiver**
- The failure of the Owner to seek redress for any violation of or to insist upon the strict performance of, any term of this Contract will not prevent a subsequent violation of this Contract from being actionable by the Owner. The provision in this Contract of any particular remedy will not preclude the Owner from any other remedy.
- 16.12 **Compliance with Applicable Laws and Regulations**
- Contractor covenants and agrees that it, its agents and employees shall comply with all Georgia, county, state, and federal laws, Airport Rules and Regulations, and Augusta, Georgia Ordinances applicable to the work to be performed under this Contract, and that it shall obtain all necessary permits, pay all license fees and taxes to comply therewith. Further, Contractor agrees that it, its agents, and employees will abide by all rules, regulations, and policies of Airport during the term of this Contract, including any renewal periods.

**16.13 Patent Indemnity**

Except as otherwise provided, the Contractor shall indemnify Augusta, Georgia and its Board of Commissioners, officers, agents and employees against liability, including costs and expenses for infringement upon any letters or patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of the Owner of supplies furnished or construction work performed hereunder.

**16.14 Use of Augusta, Georgia Landfill**

Contractor shall dispose of all debris and trash from the Airport will be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The Contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

**16.15 Inspection**

The Owner may, at reasonable times, inspect the part of the plant, place of business, or work site of a contractor or subcontractor or subunit thereof which is pertinent to the performance of the contract.

**16.16 Temporary Suspension or Delay of Performance of Contract**

To the extent that it does not alter the scope of this Contract the Owner may unilaterally order a temporary stopping of the work or delaying of the work to be performed by the Contractor under this Contract.

**16.17 Entire Agreement**

This Contract, together with all of the attachments shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Contract shall not be binding upon either party except to the extent incorporated in this Contract.

**16.18 Governing Law**

This Contract will be construed under Georgia law, including the Georgia Uniform Commercial Code; all remedies available under that code are applicable to this Contract. Contractor and the Owner fix jurisdiction and venue for any action brought with respect to this Contract in Augusta, Georgia.



**16.19 Legal Construction**

If any provision contained in this Contract is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Contract and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Contract.

**16.20 Prior Contracts Superseded**

This Contract and the attachments constitute the sole and only agreement between Contractor and Owner with respect to the subject matter of this Contract and supersede any prior understandings or written or oral contracts respecting the subject matter of this Contract.

**16.21 Counterparts**

This Contract may be executed concurrently in one or more counterparts, each of which will be deemed an original, but all of which will together constitute one (1) Contract.

**16.22 Further Acts**

Owner and Contractor each agrees to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Contract.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their appropriate officials, as of the date first written above.

**[SIGNATURES ON THE FOLLOWING PAGE]**

## AUGUSTA, GEORGIA

\_\_\_\_\_  
Garnett L. Johnson, Mayor

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

## AUGUSTA AVIATION COMMISSION

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

Attest: \_\_\_\_\_  
Clerk of Augusta Aviation Commission

## CONTRACTOR

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

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

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

(NOTARIAL SEAL)

## Part 1 – General Contract Provisions

### Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant in aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-10</b>	<b>Bidder</b>	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a bid for the work contemplated.
<b>10-11</b>	<b>Bid</b>	The written offer of the Bidder (when submitted on the approved bid form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
<b>10-12</b>	<b>Bid guaranty</b>	The security furnished with a bid to guarantee that the Bidder will enter into a contract if his or her bid is accepted by the owner.
<b>10-13</b>	<b>Building Area</b>	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
<b>10-14</b>	<b>Calendar Day</b>	Every day shown on the calendar.
<b>10-15</b>	<b>Certificate of Analysis (COA)</b>	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
<b>10-16</b>	<b>Certificate of Compliance (COC)</b>	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
<b>10-17</b>	<b>Change Order</b>	A written order to the Contractor covering changes in the plans, specifications, or bid quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
<b>10-18</b>	<b>Contract</b>	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Bid, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-19</b>	<b>Contract Item (Pay Item)</b>	A specific unit of work for which a price is provided in the contract.
<b>10-20</b>	<b>Contract Time</b>	The number of calendar days or working days, stated in the bid, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the bid, in lieu of a number of calendar or working days, the contract shall be completed by that date.
<b>10-21</b>	<b>Contractor</b>	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
<b>10-22</b>	<b>Contractors Quality Control (QC) Facilities</b>	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
<b>10-23</b>	<b>Contractor Quality Control Program (CQCP)</b>	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
<b>10-24</b>	<b>Control Strip</b>	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
<b>10-25</b>	<b>Construction Safety and Phasing Plan (CSPP)</b>	The overall plan for safety and phasing of a construction project developed by the airport operator or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
<b>10-26</b>	<b>Drainage System</b>	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
<b>10-27</b>	<b>Engineer</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
<b>10-28</b>	<b>Equipment</b>	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus

Paragraph Number	Term	Definition
		necessary for the proper construction and acceptable completion of the work.
10-29	<b>Extra Work</b>	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract.
10-30	<b>FAA</b>	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-31	<b>Federal Specifications</b>	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-32	<b>Force Account</b>	<p><b>a.</b> Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p><b>b.</b> Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-33	<b>Intention of Terms</b>	<p>Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-34	<b>Lighting</b>	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or



Paragraph Number	Term	Definition
		near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-35	<b>Major and Minor Contract Items</b>	A major contract item shall be any item that is listed in the bid, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-36	<b>Materials</b>	Any substance specified for use in the construction of the contract work.
10-37	<b>Modification of Standards (MOS)</b>	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-38	<b>Notice to Proceed (NTP)</b>	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-39	<b>Owner</b>	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Augusta Regional Airport.
10-40	<b>Passenger Facility Charge (PFC)</b>	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-41	<b>Pavement Structure</b>	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-42	<b>Payment bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-43	<b>Performance bond</b>	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-44	<b>Plans</b>	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
		specifications. Plans may also be referred to as 'contract drawings.'
<b>10-45</b>	<b>Project</b>	The agreed scope of work for accomplishing the work in this contract.
<b>10-46</b>	<b>Proposal</b>	Where the term “proposal” is used in the Federal or FAA Technical Specifications, it shall be interpreted to mean “bid” for this Project.
<b>10-47</b>	<b>Quality Assurance (QA)</b>	Owner’s responsibility to assure that construction work completed complies with specifications for payment.
<b>10-48</b>	<b>Quality Control (QC)</b>	Contractor’s responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
<b>10-49</b>	<b>Quality Assurance (QA) Inspector</b>	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
<b>10-50</b>	<b>Quality Assurance (QA) Laboratory</b>	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer’s, Owner’s, or QA Laboratory.
<b>10-51</b>	<b>Resident Project Representative (RPR)</b>	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
<b>10-52</b>	<b>Runway</b>	The area on the airport prepared for the landing and takeoff of aircraft.
<b>10-53</b>	<b>Runway Safety Area (RSA)</b>	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-54</b>	<b>Safety Plan Compliance Document (SPCD)</b>	Details how the Contractor will comply with the CSPP.
<b>10-55</b>	<b>Specifications</b>	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
<b>10-56</b>	<b>Sponsor</b>	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
<b>10-57</b>	<b>Structures</b>	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
<b>10-58</b>	<b>Subgrade</b>	The soil that forms the pavement foundation.
<b>10-59</b>	<b>Superintendent</b>	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
<b>10-60</b>	<b>Supplemental Agreement</b>	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
<b>10-61</b>	<b>Surety</b>	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
<b>10-62</b>	<b>Taxilane</b>	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.

<b>Paragraph Number</b>	<b>Term</b>	<b>Definition</b>
<b>10-63</b>	<b>Taxiway</b>	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
<b>10-64</b>	<b>Taxiway/Taxilane Safety Area (TSA)</b>	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
<b>10-65</b>	<b>Work</b>	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
<b>10-66</b>	<b>Working day</b>	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

**END OF SECTION 10**

## Section 20 Bid Requirements and Conditions

**20-01 Advertisement (Notice to Bidders).** Refer to the Invitation to Bid for information regarding the advertising dates, prebid conferences, availability of documents, and bid submittal deadlines. Bidders shall not contact any members of the Augusta Aviation Commission, Augusta Board of Commissioners or any Airport consultant in conjunction with this solicitation. Any unauthorized contact with members of the Augusta Aviation Commission, Augusta Board of Commissioners or Airport consultants shall be grounds for rejection of the Bidder's bid.

### Scope of Work

Augusta Regional Airport Cargo Road/Rental Car Access Road, including but not limited to the mill and overlay of approximately 500LF of existing roadway, extension of existing roadway approximately 325LF to connect to existing parking lot, drainage improvements, and site lighting improvements.

The project shall be complete and ready for final inspection within 180 days total from the effective date of Notice-to Proceed.

## Bonding Requirements

Bidders will submit a bid guaranty in the form of a bid bond, certified check, cashier's check or bank money order in the amount of not less than ten (10) percent of the total bid. The bid guaranty will be made payable to Augusta Aviation Commission. If the selected contractor fails to provide the required materials and/or execute the contract within fifteen (15) days after being furnished with the necessary contract and bond forms, the bid guaranty will be forfeited to the Sponsor (in accordance with Section 30-07 of the General Provisions). The successful Bidder will be required to furnish satisfactory 100 percent performance bond as well as labor and material bond.

The Bid Advertisement provides the following information for Bidders:

- time and place for submitting sealed bids;
- description of the proposed work;
- instructions about obtaining bid forms, plans, and specifications;
- Contractor's requirements (license, registration, etc.);
- required Federal Provisions solicitation language;
- the bid guaranty required; and
- the Owner's right to reject any and all bids.

**20-02 Qualification of bidders.** Each Bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the Bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each Bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the Bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the Bidder's financial responsibility has changed, the Bidder shall qualify the public accountant's statement or report to reflect the Bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a Bidder may submit evidence that they are prequalified with the Georgia Department of Transportation (GDOT) are on the current "Bidder's list." Evidence of GDOT prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

**20-03 Contents of bid forms.** The Owner's bid forms state the location and description of the proposed construction; the place, date, and time of opening of the bids; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The bid form states the time in which the work must be completed, and the amount of the bid guaranty that must accompany the bid. The Owner will accept only those bids properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a bid irregular are given in paragraph 20-09 *Irregular bids*.

**20-04 Issuance of bid forms.** The Owner reserves the right to refuse to issue a bid form to a prospective Bidder if the Bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the bid as a requirement for bidding.



b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the bid to a prospective Bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

**20-05 Interpretation of estimated bid quantities.** An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the bid. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of bids and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

**20-06 Examination of plans, specifications, and site.** The Bidder is expected to carefully examine the site of the proposed work, the bid, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a bid shall be prima facie evidence that the Bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

**20-07 Preparation of bid.** The Bidder shall submit their bid on the forms furnished by the Owner. All blank spaces in the bid forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The Bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the bid. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The Bidder shall correctly sign the bid in ink. If the bid is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the bid shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a bid as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

**20-08 Responsive and responsible bidder.** A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a Bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible Bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

**20-09 Irregular bids.** Bids shall be considered irregular for the following reasons:

a. If the bid is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the bid form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the bid incomplete, indefinite, or otherwise ambiguous.

c. If the bid does not contain a unit price for each pay item listed in the bid, except in the case of authorized alternate pay items, for which the Bidder is not required to furnish a unit price.

d. If the bid contains unit prices that are obviously unbalanced.

e. If the bid is not accompanied by the bid guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular bid and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

**20-10 Bid guarantee.** Each separate bid shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the bid form. Such bond, check, or collateral shall be made payable to the Owner.

**20-11 Delivery of bid.** Each bid submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the Bidder on the outside. When sent by mail, preferably registered, the sealed bid, marked as indicated above, should be enclosed in an additional envelope. No bid will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Bids received after the bid opening time shall be returned to the Bidder unopened.

**20-12 Withdrawal or revision of bids.** A Bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid provided that the Bidder's request for withdrawal is received by the Augusta Procurement Department by email before the time specified for opening bids. Revised bids must be received at the place specified in the advertisement before the time specified for opening all bids.

**20-13 Public opening of bids.** Bids shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Bids that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the Bidder unopened.

**20-14 Disqualification of bidders.** A Bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one bid from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future work of the Owner until any such participating Bidder has been reinstated by the Owner as a qualified Bidder.

c. If the Bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Bid Forms*, of this section.

**20-15 Discrepancies and Omissions.** A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A Bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than **30** days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

## END OF SECTION 20

Page Intentionally Blank

## Section 30 Award and Execution of Contract

**30-01 Consideration of bids.** After the bids are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the by by the unit bid prices. If a Bidder's bid contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a Bidder's bid for any of the following reasons:

a. If the bid is irregular as specified in Section 20, paragraph 20-09, *Irregular Bids*.

b. If the Bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all bids, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new bids; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

**30-02 Award of contract.** The award of a contract, if it is to be awarded, shall be made within 90 calendar days of the date specified for publicly opening bids, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible Bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

**30-03 Cancellation of award.** The Owner reserves the right to cancel the award without liability to the Bidder, except return of bid guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

**30-04 Return of bid guaranty.** All bid guaranties, except those of the two lowest Bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Bids*. Bid guaranties of the two lowest Bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful Bidder's bid guaranty will be returned. The successful Bidder's bid guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

**30-05 Requirements of contract bonds.** At the time of the execution of the contract, the successful Bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the Bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

**30-06 Execution of contract.** The successful Bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

**30-07 Approval of contract.** Upon receipt of the contract and contract bond or bonds that have been executed by the successful Bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful Bidder's bid and the terms of the contract.

**30-08 Failure to execute contract.** Failure of the successful Bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the bid guaranty, not as a penalty, but as liquidated damages to the Owner.

**END OF SECTION 30**

Page Intentionally Blank



## Section 40 Scope of Work

**40-01 Intent of contract.** The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

**40-02 Alteration of work and quantities.** The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

**40-03 Omitted items.** The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

**40-04 Extra work.** Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

**40-05 Maintenance of traffic.** It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways.

**40-06 Removal of existing structures.** All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

**40-07 Rights in and use of materials found in the work.** Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

**40-08 Final cleanup.** Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

## END OF SECTION 40

## Section 50 Control of Work

**50-01 Authority of the Resident Project Representative (RPR).** The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

**50-02 Conformity with plans and specifications.** All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

**50-03 Coordination of contract, plans, and specifications.** The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract Technical Specifications shall govern over contract General Provisions, Plans, cited standards for materials or testing, and cited Advisory Circulars (ACs); contract General Provisions shall govern over Plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

**50-04 List of Special Provisions.** None

**50-05 Cooperation of Contractor.** The Contractor shall be supplied with five hard copies or an electronic PDF of the Plans and Specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the Plans and Specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

**50-06 Cooperation between Contractors.** The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**50-07 Construction layout and stakes.** The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades,

alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD Civil3D 2022.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

**50-08 Authority and duties of Quality Assurance (QA) inspectors.** QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

**50-09 Inspection of the work.** All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract and shall in no way interfere with the rights of the parties to this contract.

**50-10 Removal of unacceptable and unauthorized work.** All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

**50-11 Load restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

**50-12 Maintenance during construction.** The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

**50-13 Failure to maintain the work.** Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

**50-14 Partial acceptance.** If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

**50-15 Final acceptance.** Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such



inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

**50-16 Claims for adjustment and disputes.** If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

#### **END OF SECTION 50**

## Section 60 Control of Materials

**60-01 Source of supply and quality requirements.** The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

**60-02 Samples, tests, and cited specifications.** All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports and electronic copies, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

**60-03 Certification of compliance/analysis (COC/COA).** The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by “brand name or equal” and the Contractor elects to furnish the specified “or equal,” the Contractor shall be required to furnish the manufacturer’s certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed “or equal” is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

**60-04 Plant inspection.** The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

**60-05 Engineer/ Resident Project Representative (RPR) field office.** The Contractor shall provide dedicated space for the use of the engineer, RPR, and inspectors, as a field office for the duration of the project. This space shall be located conveniently near the construction and shall be separate from any space used by the Contractor. The Contractor shall furnish water, sanitary facilities, heat, air conditioning, and electricity.

No direct payment will be made for the Engineer’s field office building or labor, materials, ground rental, or other expense in connection therewith. The Contractor and his/her superintendent shall provide all reasonable facilities to enable to the Engineer to inspect the workmanship and materials entering into the work.

**60-06 Storage of materials.** Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for

the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

**60-07 Unacceptable materials.** Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

**60-08 Owner furnished materials.** The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

## END OF SECTION 60

## Section 70 Legal Regulations and Responsibility to Public

**70-01 Laws to be observed.** The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

**70-02 Permits, licenses, and taxes.** The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

**70-03 Patented devices, materials, and processes.** If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

**70-04 Restoration of surfaces disturbed by others.** The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work.

Except as shown on the Construction Plans, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

**70-05 Federal Participation.** None.

**70-06 Sanitary, health, and safety provisions.** The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

**70-07 Public convenience and safety.** The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

**70-08 Construction Safety and Phasing Plan (CSPP).** Not included within the scope of this project.

**70-09 Use of explosives.** The use of explosives is not permitted on this project.

**70-10 Protection and restoration of property and landscape.** The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

**70-11 Responsibility for damage claims.** The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

**70-12 Third party beneficiary clause.** It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

**70-13 Opening sections of the work to traffic.** If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

## 1. Work Area

- **Scope of Work** – Augusta Regional Airport Cargo Road/Rental Car Access Road, including but not limited to the mill and overlay of approximately 500LF of existing roadway, extension of existing roadway approximately 325LF to connect to existing parking lot, drainage improvements, and site lighting improvements.
- **Duration** – 150 calendar days.
- **Work Area** – C-081 in the Construction Plans.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

**70-14 Contractor's responsibility for work.** Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.



**70-15 Contractor's responsibility for utility service and facilities of others.** As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

**FAA Technical Operations:**

Matthew Johnson, Augusta System Support System

Federal Aviation Administration

Office: (706) 798-5198

Cell: (706) 832-4931

**Augusta Regional Airport:**

Tyler Good, Airport Operations Manager

(706) 821-4839

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

**70-15.1 FAA facilities and cable runs.** The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

**a.** The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

**b.** The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

**c.** Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

**70-16 Furnishing rights-of-way.** The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

**70-17 Personal liability of public officials.** In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

**70-18 No waiver of legal rights.** Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

**70-19 Environmental protection.** The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

**70-20 Archaeological and historical findings.** Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

#### END OF SECTION 70

Page Intentionally Blank

## Section 80 Execution and Progress

**80-01 Subletting of contract.** The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least **25** percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

**80-02 Notice to proceed (NTP).** The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within **10** days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

**80-03 Execution and progress.** Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the bid.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a weekly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

**80-04 Limitation of operations.** The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant

communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. Refer to the Construction Safety and Phasing Plans for restrictions.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

**80-04.1 Operational safety on airport during construction.** All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

**80-05 Character of workers, methods, and equipment.** The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously complete work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of

equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

**80-06 Temporary suspension of the work.** The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

**80-07 Determination and extension of contract time.** The number of calendar days shall be stated in the bid and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

**80-07.1 Contract time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-workdays. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the bid. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.



**80-08 Failure to complete on time.** For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and bid as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Work Area	Liquidated Damages Cost	Allowed Construction Time
1	\$1,000 per day	150

The maximum construction time allowed for Work Area 1 shall be 150 calendar days.

The maximum construction time allowed for will be 180 calendar days, including 30 days of Mobilization. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

**80-09 Default and termination of contract.** The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

**80-10 Termination for national emergencies.** The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

**80-11 Work area, storage area and sequence of operations.** The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

## END OF SECTION 80

## Section 90 Measurement and Payment

**90-01 Measurement of quantities.** All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

### Measurement and Payment Terms

Term	Description
<b>Excavation and Embankment Volume</b>	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
<b>Measurement and Proportion by Weight</b>	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
<b>Measurement by Volume</b>	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level

<b>Term</b>	<b>Description</b>
	capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
<b>Asphalt Material</b>	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
<b>Cement</b>	Cement will be measured by the ton (kg) or hundredweight (km).
<b>Structure</b>	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
<b>Timber</b>	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
<b>Plates and Sheets</b>	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
<b>Miscellaneous Items</b>	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
<b>Scales</b>	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials</p>

Term	Description
	<p>received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
<b>Rental Equipment</b>	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i>.</p>
<b>Pay Quantities</b>	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

**90-02 Scope of payment.** The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

**90-03 Compensation for altered quantities.** When the accepted quantities of work vary from the quantities in the bid, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated

profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

**90-04 Payment for omitted items.** As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

**90-05 Payment for extra work.** Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

**90-06 Partial payments.** Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

a. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the bid or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

**90-07 Payment for materials on hand.** Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, Plans, and Specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

**a.** The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

**b.** The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

**c.** The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

**d.** The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.



e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

**90-08 Payment of withheld funds.** At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

**90-09 Acceptance and final payment.** When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

### 90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within seven (7) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within 14 days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

**90-11 Contractor Final Project Documentation.** Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers' warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

- i. All required record drawings, as-built drawings or as-constructed drawings.
- j. Project Operation and Maintenance (O&M) Manual(s).
- k. Security for Construction Warranty.
- l. Equipment commissioning documentation submitted, if required.

**END OF SECTION 90**

All materials used shall be in accordance with Georgia Department of Transportation,  
State of Georgia, Standard Specifications Construction of Transportation Systems, 2021  
Edition or by Special Provision.

**GDOT 151 – MOBILIZATION****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 101 through 150).

Payment for mobilization shall be made at the contract unit price per lump sum. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 151-1000

Mobilization – Lump sum

**END ITEM GDOT 151**

Page Intentionally Blank

**GDOT 163 – MISCELLANEOUS EROSION CONTROL ITEMS****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 161, 171, 890, and 603).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 163-0301 Construct, and Remove Construction Exit – per each

Item 163-0535 Construct, and Remove Inlet Sediment Trap – per each

Item 163-0529 Construct, and Remove Straw Bale Check Dam – per each

**END ITEM GDOT 163**



Page Intentionally Blank

**GDOT 171 – SILT FENCE****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 163, 171, and 700).

Payment for Silt Fence shall be made at the contract unit price per linear foot. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 171-0030

Construct and Remove Silt Fence Type C– per linear foot

**END ITEM GDOT 171**

Page Intentionally Blank

**GDOT 210 – GRADING COMPLETE****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 210).

Payment for grading complete shall be made at the contract unit price per lump sum. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 210-0100	Grading Complete – per lump sum
---------------	---------------------------------

**END ITEM GDOT 210**

Page Intentionally Blank

**GDOT 310 – GRADED AGGREGATE CONSTRUCTION****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 310, and 412).

Payment for graded aggregate base shall be made at the contract unit price per cubic yard. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 310-5080

Graded Aggregate Base – per cubic yard

**END ITEM GDOT 310**

Page Intentionally Blank



**GDOT 400 – HOT MIX ASPHALTIC CONCRETE CONSTRUCTION****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 400).

Payment for hot mix asphaltic concrete shall be made at the contract unit price per ton. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 400-3101	Hot Mix Asphaltic Concrete Construction, 12.5 mm Superpave – per ton
---------------	--

**END OF ITEM GDOT 400**

Page Intentionally Blank

**GDOT 413 – BITUMINOUS TACK COAT****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 413).

Payment for bituminous tack coat shall be made at the contract unit price per gal. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 413-1000	Bituminous Tack Coat– per gal
---------------	-------------------------------

**END OF ITEM GDOT 413**

Page Intentionally Blank

**GDOT 432 – MILL ASPHALTIC CONCRETE PAVEMENT****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Section 432).

Payment for mill asphaltic concrete pavement shall be made at the contract unit price for square yard of concrete at a 2” depth. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 432-0208	Mill Asphaltic Concrete Pavement, 2in Depth– per square yard
---------------	--

**END ITEM GDOT 432**

Page Intentionally Blank

## **GDOT 550 – STORM DRAIN PIPE, PIPE-ARCH CULVERTS AND SIDE DRAIN PIPE**

### **DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 550).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 550-5150	Storm Drain Pipe 15” RCP, Class III – per linear feet
Item 550-4215	Concrete Flared-end Section 15” – per each

### **END ITEM GDOT 550**



Page Intentionally Blank

**GDOT 603 – RIP RAP****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Section 603).

Payment for rip rap type class II shall be made at the contract unit price for square yard at an 18” depth. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 603-1018	Rip Rap Type Class II, 18” Depth– per square yard
---------------	---

**END ITEM GDOT 603**

Page Intentionally Blank

**GDOT 636 – HIGHWAY SIGNS****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 636).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

- |            |  |
|------------|--|
| Item 636.a | Highway Sign R1-1 30"x30" Type IX Mounted on Galvanized Steel Post,<br>Complete – per each |
| Item 636.b | Highway Sign R2-1 24"x30" Type IX Mounted on Galvanized Steel Post,<br>Complete – per each |

**END ITEM GDOT 636**

Page Intentionally Blank

**GDOT 652 – PAINTING TRAFFIC STRIPE****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 652).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 652-2402	Solid Traffic Stripe 4' Yellow – per linear foot
Item 652-2401	Solid Traffic Stripe 4' White – per linear foot
Item 6525-5701	Solid Traffic Stripe 24" White – per each

**END ITEM GDOT 652**

Page Intentionally Blank



**GDOT 680 – HIGHWAY LIGHTING****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Section 680 and 682).

Payment for 25' Light Pole installation shall be made at the contract unit price per each. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 680-3600	25' Light Pole Installation, Complete– per each
---------------	---

**END ITEM GDOT 680**

Page Intentionally Blank

**GDOT 682 – ELECTRICAL WIRE, CABLE, AND CONDUIT****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Sections 680 and 682).

Payment for each item varies and is defined below. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 682.a	Cable, 3 No. 10 – per linear foot
Item 682.b	Conduit, 1W-1” PVC – per linear foot
Item 682-2130	Handhole Installation, Complete – per each
Item 682-9950	Directional Bore 2W-1” PVC – per linear foot

**END ITEM GDOT 682**

Page Intentionally Blank

**GDOT 700 – GRASSING****DESCRIPTION**

Refer to State of Georgia and Supplemental Specifications modifying (GDOT 2021 Standard Specifications, Construction of Transportation Systems in general and Section 163 and 700).

Payment for grassing shall be made at the contract unit price per acre. This price shall be full compensation for furnishing all materials, for all preparation, delivery, and application of these materials, and for all labor, equipment, tools and incidentals necessary to complete the item per GDOT specifications. Payment for this item will be made under:

Item 700-6910	Permanent Grassing— per acre
---------------	------------------------------

**END ITEM GDOT 700**

Page Intentionally Blank



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

**Augusta Aviation Commission  
Meeting Minutes  
March 20, 2025  
10:00 a.m.  
Orwen Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi  
Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Marshall McKnight; Commissioner Randy Sasser;  
Commissioner William Fennoy

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa  
Bingham; Chief R. Beal; Mr. Bruce Keller; Ms. Diane  
Johnston; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Hinkle;  
Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey;  
Ms. Catherine Highsmith; Mr. Robert Kerr- Staff Attorney;

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily; Lucy & Jaz - WFXG

**CALL TO ORDER & PRAYER** –Chairwoman Ronic West called the meeting to order at 10:05 am  
Prayer by Commissioner Troutman

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

**A. March 20, 2025 Meeting Agenda**

*Motion by Commissioner Troutman 2<sup>nd</sup> by Commissioner Germany to walk on Item M - (AGS) Masters  
2025 Van Rentals*

**B. February 27, 2025 Commission Meeting Minutes**

*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve March 20, 2025, Augusta  
Aviation Commission meeting agenda, and the February 27, 2025, Commission Meeting Minutes.*



**II. COMMITTEE REPORTS:**

**III. FINANCE REPORT–** Risa Bingham

February Financials

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve the February 2025 Financial Report as Presented*  
*No Discussion; Unanimous Ayes; Motin carries*

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #4 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements – Change Order #4*  
*No Discussion; Unanimous Ayes; Motin carries*
- B. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #5 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements - Change Order #5*  
*No Discussion; Unanimous Ayes; Motin carries*
- C. Augusta Regional Airport (AGS)- Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1*  
*No Discussion; Unanimous Ayes; Motin carries*
- D. Augusta Regional Airport (AGS)- Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project – Elizabeth Giles  
*Motion by Commissioner Fennoy 2nd by Commissioner McKnight to approve Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project*  
*No Discussion; Unanimous Ayes; Motin carries*
- E. Augusta Regional Airport (AGS)- 2025 Commercial Ground Transportation Permit – Tyler Good  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve 2025 Commercial Ground Transportation Permit*  
*No Discussion; Unanimous Ayes; Motin carries*
- F. Augusta Regional Airport (AGS)- 2025 Ground Transportation Agreement with Turo, Inc. – Tyler Good

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve 2025 Ground Transportation Agreement with Turo, Inc.  
No Discussion; Unanimous Ayes; Motion carries*

- G. Augusta Regional Airport (AGS)- Go Rentals Masters Rental Car Agreement – Kenneth Hinkle  
*Fennoy made a motion to approve, no one 2<sup>nd</sup>, motion died.  
Motion by Commissioner Troutman 2nd by Commissioner Germany to direct staff to handle as last year with a time frame to be determined by staff for the permit and pursue updating contract with Go Rentals Masters Rental Car at a later date.  
Discussion; Unanimous Ayes; Motion carries*
- H. Augusta Regional Airport (AGS)- Georgia Carolina Air LLC Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Georgia Carolina Air LLC Lease Agreement 2025-2026  
Point of Privilege, Commissioner Troutman disclosed non-financial affiliation with stated company, voted to maintain quorum; Unanimous Ayes; Motion carries*
- I. Augusta Regional Airport (AGS)- Murphy Auto Group Hangar Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve Murphy Auto Group Hangar Lease Agreement 2025-2026  
No Discussion; Unanimous Ayes; Motion carries*
- J. Augusta Regional Airport (AGS)- Airport Fire Alarm Computer Upgrade – Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Airport Fire Alarm Computer Upgrade  
No Discussion; Unanimous Ayes; Motion carries*
- K. Augusta Regional Airport (AGS)- New Vehicle Purchase; AGS Facilities Maintenance Dept. – Bruce Keller  
*Motion by Commissioner Germany 2nd by Commissioner Sasser to approve New Vehicle Purchase; AGS Facilities Maintenance Dept.  
No Discussion; Unanimous Ayes; Motion carries*
- L. Augusta Regional Airport (AGS)- Memorandum of Understanding (MOU) with Destination Augusta (DA) – Lauren Smith  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Memorandum of Understanding (MOU) with Destination Augusta (DA)  
No Discussion; Unanimous Ayes; Motion carries*
- M. Augusta Regional Airport (AGS)- Masters 2025 Van Rentals – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Germany to approve Masters 2025 Van Rentals  
No Discussion; Unanimous Ayes; Motion carries*

## V. INFORMATION ITEMS

**VI. COMMISSION COMMENTS/ACTION REQUESTS:**

**ADJOURN MEETING**

**Motion to adjourn by Commissioner Sasser 2<sup>nd</sup> by Vacating Seats  
No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 11:19 am**

---

**Ronic West, Chairwoman  
Augusta Aviation Commission**

Augusta Regional Airport  
Cargo Road / Rental Car Access Road Improvement Project

AIP:

January 7, 2025

Bid Tabulation

MH #: 0119700-232165.01

Base Bid Mill & Fill of Existing Cargo Road and Extension to Connect to Existing Parking Lot

Item 11.

					ENGINEER'S ESTIMATE		ER Snell		Reeves		JHC Coord	
Item	Spec Ref.	Description	Unit	Quantity	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
1	GDOT 151-1000	Mobilization, Cleanup, and Demobilization	LS	1	\$ 43,094.95	\$ 43,094.95	\$ 57,900.00	\$ 57,900.00	-	#VALUE!	-	#VALUE!
2	GDOT 163-0301	Construct & Remove Construction Exit	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 3,920.00	\$ 3,920.00	-	#VALUE!	-	#VALUE!
3	GDOT 163-0535	Construct & Remove Inlet Sediment Trap	EA	6	\$ 1,000.00	\$ 6,000.00	\$ 620.00	\$ 3,720.00	-	#VALUE!	-	#VALUE!
4	GDOT 163-0529	Construct & Remove Straw Bale Check Dam	EA	5	\$ 280.00	\$ 1,400.00	\$ 2,660.00	\$ 13,300.00	-	#VALUE!	-	#VALUE!
5	GDOT 171-0030	Construct & Remove Silt Fence Type C	LF	1530	\$ 9.00	\$ 13,770.00	\$ 11.00	\$ 16,830.00	-	#VALUE!	-	#VALUE!
6	GDOT 210-0100	Grading Complete	LS	1	\$ 94,000.00	\$ 94,000.00	\$ 180,500.00	\$ 180,500.00	-	#VALUE!	-	#VALUE!
7	GDOT 310-5080	Graded Aggregate Base	CY	290	\$ 74.00	\$ 21,460.00	\$ 157.00	\$ 45,530.00	-	#VALUE!	-	#VALUE!
8	GDOT 400-3101	Hot Mix Asphaltic Concrete Construction, 12.5mm Superpave	TON	620	\$ 280.00	\$ 173,600.00	\$ 167.00	\$ 103,540.00	-	#VALUE!	-	#VALUE!
9	GDOT 413-1000	Bituminous Tack Coat	GAL	330	\$ 12.00	\$ 3,960.00	\$ 3.80	\$ 1,254.00	-	#VALUE!	-	#VALUE!
10	GDOT 432-0208	Mill Asphaltic Concrete Pavement, 2 in Depth	SY	1500	\$ 6.00	\$ 9,000.00	\$ 6.90	\$ 10,350.00	-	#VALUE!	-	#VALUE!
11	GDOT 550-5150	Storm Drain Pipe 15" RCP, Class III	LF	112	\$ 55.00	\$ 6,160.00	\$ 124.00	\$ 13,888.00	-	#VALUE!	-	#VALUE!
12	GDOT 550-4215	Concrete Flared-end Section 15"	EA	2	\$ 300.00	\$ 600.00	\$ 1,410.00	\$ 2,820.00	-	#VALUE!	-	#VALUE!
13	GDOT 603-1018	Rip Rap Type Class II, 18" Depth	SYJ	22	\$ 100.00	\$ 2,200.00	\$ 97.75	\$ 2,150.50	-	#VALUE!	-	#VALUE!
14	GDOT - 636a	Highway Sign R1-1 30"x30" Type IX Mounted on Galvanized Steel Post, C	EA	3	\$ 500.00	\$ 1,500.00	\$ 739.00	\$ 2,217.00	-	#VALUE!	-	#VALUE!
15	GDOT - 636b	Highway Sign R2-1 24"x30" Type IX Mounted on Galvanized Steel Post, C	EA	2	\$ 500.00	\$ 1,000.00	\$ 739.00	\$ 1,478.00	-	#VALUE!	-	#VALUE!
16	GDOT 652-2402	Solid Traffic Stripe 4" Yellow	LF	1600	\$ 0.35	\$ 560.00	\$ 1.85	\$ 2,960.00	-	#VALUE!	-	#VALUE!
17	GDOT 652-2401	Solid Traffic Stripe 4" White	LF	1750	\$ 0.35	\$ 612.50	\$ 1.85	\$ 3,237.50	-	#VALUE!	-	#VALUE!
18	GDOT 652-5701	Solid Traffic Stripe 24" White	EA	3	\$ 45.00	\$ 135.00	\$ 154.00	\$ 462.00	-	#VALUE!	-	#VALUE!
19	GDOT 680-3600	25' Light Pole Installation, Complete	EA	6	\$ 5,000.00	\$ 30,000.00	\$ 9,060.00	\$ 54,360.00	-	#VALUE!	-	#VALUE!
20	GDOT - 682a	Cable, 3 No. 10	LF	1090	\$ 8.00	\$ 8,720.00	\$ 15.25	\$ 16,622.50	-	#VALUE!	-	#VALUE!
21	GDOT - 682b	Conduit, 1W-1" PVC	LF	1720	\$ 7.60	\$ 13,072.00	\$ 9.80	\$ 16,856.00	-	#VALUE!	-	#VALUE!
22	GDOT 682-2130	Handhole Installation, Complete	EA	7	\$ 1,500.00	\$ 10,500.00	\$ 1,710.00	\$ 11,970.00	-	#VALUE!	-	#VALUE!
23	GDOT 682-9950	Directional Bore 2W-1" PVC	LF	740	\$ 30.00	\$ 22,200.00	\$ 30.00	\$ 22,200.00	-	#VALUE!	-	#VALUE!
24	GDOT 700-6910	Permanent Grassing	AC	0	\$ 5,000.00	\$ 2,000.00	\$ 4,310.00	\$ 1,724.00	-	#VALUE!	-	#VALUE!
					SubTotal	\$ 474,044.45	SubTotal	\$ 589,789.50	SubTotal	\$ 591,316.70	SubTotal	\$ 1,142,010.00



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

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

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

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

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

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

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

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

C. December Statistics

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

II. **FINANCE REPORT – Risa Bingham**

December Financials

December 2024 Financial

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

*No Discussion; Unanimous Ayes; Motion carries*

III. **DIRECTOR ACTION REQUESTS:**

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

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

*No Discussion; Unanimous Ayes; Motion carries*

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

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

*No Discussion; Unanimous Ayes; Motion carries*

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

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

*No Discussion; Unanimous Ayes; Motion carries*

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

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

*No Discussion; Unanimous Ayes; Motion carries*

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

*No Discussion; Unanimous Ayes; Motion carries*

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

*No Discussion; Unanimous Ayes; Motin carries*

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

*No Discussion; Unanimous Ayes; Motin carries*

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

*No Discussion; Unanimous Ayes; Motin carries*

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

*No Discussion; Unanimous Ayes; Motin carries*

#### **IV. INFORMATION ITEMS**

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

#### **V. COMMISSION ACTION REQUESTS:**

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

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

*No Discussion; Unanimous Ayes; Motin carries*

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

*No Discussion; Unanimous Ayes; Motin carries*

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

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

*No Discussion; Unanimous Ayes; Motin carries*

#### **ADJOURN MEETING**

**Motion to adjourn by Commissioner Fennoy 2<sup>nd</sup> by Commissioner Sasser**

**No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 10:51 am**

---

**Ronic West, Chairwoman  
Augusta Aviation Commission**





---

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

**DATE:** January 30, 2025

**STAFF RESOURCE:** Elizabeth Giles, Sr. Construction Project Manager

**PROJECT TITLE:** Augusta Regional Airport (AGS) – Cargo Road / Rental Car Access Road Improvement Project

**ACTION REQUESTED:**

Approve **Recommendation of Award** to E.R. Snell in the amount of \$589,789.50 for the mill, overlay, and extension of the existing Cargo Road.

**BACKGROUND:**

Bids were opened and read publicly on December 18, 2024, at 3:00 pm, local time at the Augusta Procurement Department. Bids were received from E.R. Snell Contractor Inc., Reeves Construction, and JHC Corporation.

Based on Mead & Hunt's review, we recommend awarding the base bid to E.R. Snell Contractor in the amount of \$589,789.50 (See attached Bid Tabulation). The unit costs for each of the items and the overall project cost are in line with costs for similar projects in the region. After evaluating the costs for this work, we believe that it is an appropriate amount for the work involved. Based upon our review and the City's Procurement Department's review, we believe E.R. Snell has submitted a responsive bid and is a responsible, experienced airport pavement paving contractor.

It is hereby requested that the Aviation Commission approve this Recommendation of Award, allowing Augusta Regional Airport to award the project to E.R. Snell Contractor, Inc.

**ANALYSIS:**

Mead & Hunt's construction estimate for this project was **\$474,044.45**. E.R. Snell's bid came in at **\$589,789.50**. Because the low bid and corresponding line items are in line with the overall current costs in the region and E.R. Snell's bid was compliant, Mead and Hunt recommends award.

Mead and Hunt has reviewed the response to the advertisement for bids (IFB #24-272) for the Cargo Road / Rental Car Access Road Improvement project and recommends awarding the project to E.R. Snell in the amount of **\$589,789.50**.

This Recommendation of Award has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

**FINANCIAL:**

This project is proposed to be funded through Customer Facility Charges (CFCs) previously collected.

AUGUSTA REGIONAL AIRPORT  
CARGO ROAD/RENTAL CAR  
ACCESS IMPROVEMENT PROJECT  
1501 AVIATION WAY  
AUGUSTA, GA 30906-9620

ISSUED  
ISSUED FOR BID

NOT FOR CONSTRUCTION

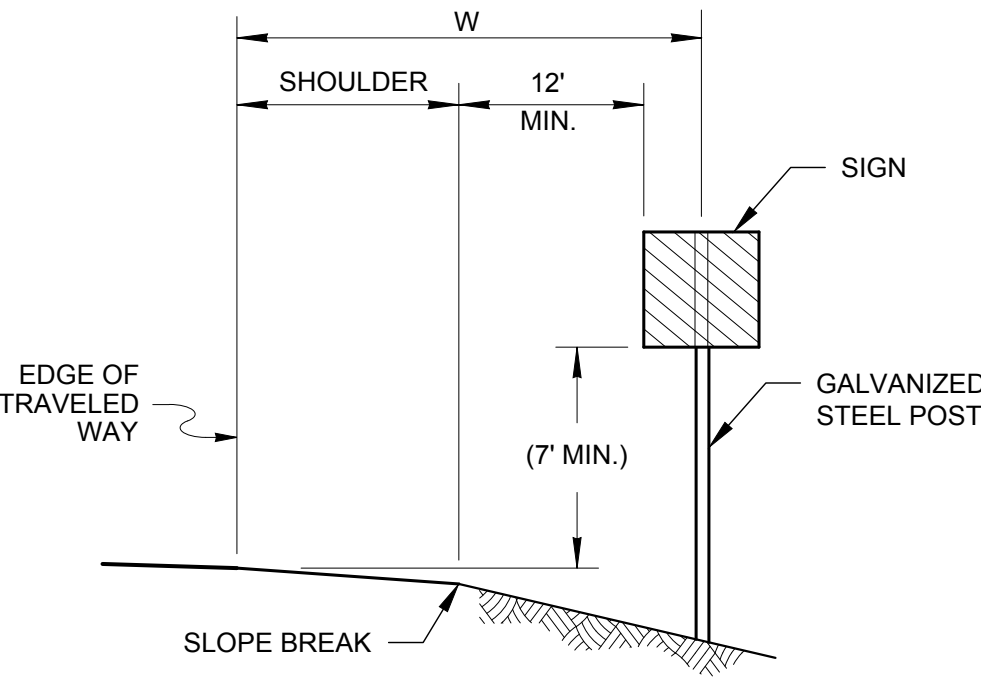
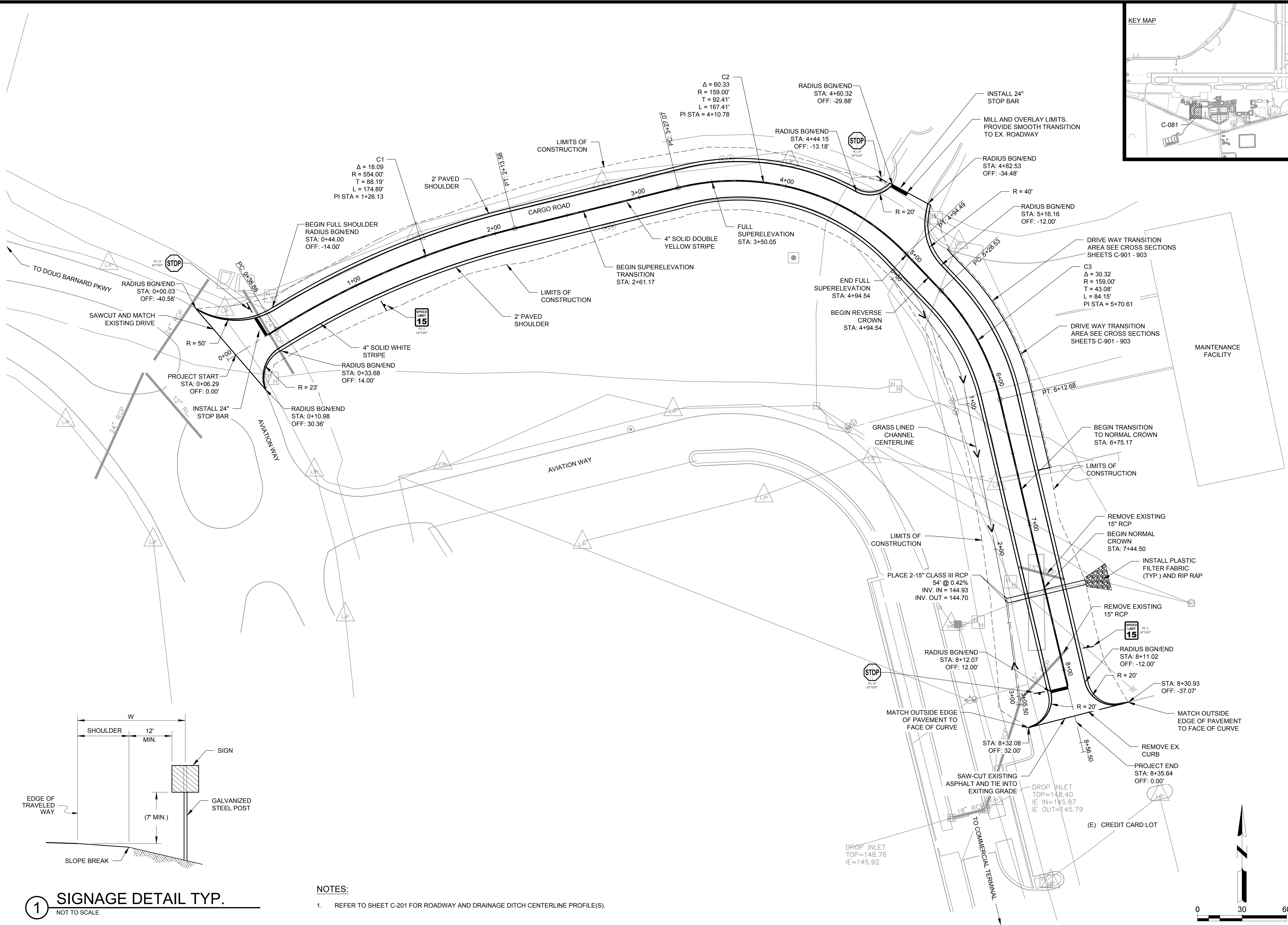
M&H NO.: 0119700-232165.01  
DATE: OCTOBER 11, 2024  
DESIGNED BY: ATF  
DRAWN BY: ATF  
CHECKED BY: ZAV  
DO NOT SCALE DRAWINGS

SHEET CONTENTS  
PROJECT  
GEOMETRICS

SHEET NO.

C-081

KEY MAP



1 SIGNAGE DETAIL TYP.  
NOT TO SCALE

NOTES:

1. REFER TO SHEET C-201 FOR ROADWAY AND DRAINAGE DITCH CENTERLINE PROFILE(S).





## Public.Service.Committee.Meeting

Meeting Date: 04/15/2025

### Airport Fire Alarm Computer Upgrade

<b>Department:</b>	Augusta Regional Airport
<b>Presenter:</b>	Herbert L. Judon, Jr., Airport Executive Director
<b>Caption:</b>	Motion to approve Upgrade of Airport Fire Alarm Computer System
<b>Background:</b>	Fire Alarms across the airport report to a central computer (Truesite Workstation-TSW) located in the Marshall's Operation Center (MOC). The computer provides dispatch information to ARFF for response through the MOC operator. Updates to building fire alarms and new facilities have outpaced the computer. The computer is original to the building, and it is no longer capable of growing with the airport
<b>Analysis:</b>	The system is proprietary to Simplex (Johnson Control Inc) and needs to be upgraded to provide fast efficient information to aid in Fire Department response to emergencies.
<b>Financial Impact:</b>	<p>\$80,000 was budgeted this year for the upgrade to the Truesite Workstation (TSW) computer.</p> <p>This Software has been budgeted and will be funded by the Airport Enterprise Fund</p> <p>Account Number: 551-08-1207: 54.21110</p>
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Approve Upgrade of Airport Fire Alarm Computer System
<b>Funds are available in the following accounts:</b>	551-08-1207: 54.21110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





Johnson Controls Fire Protection  
3243 Sunset Blvd  
West Columbia, SC 29169  
(803) 476-0023

Item 12.

## Johnson Controls Fire Protection LP Quotation

To:  
Augusta Regional Airport Commission  
1501 Aviation Way  
AUGUSTA, GA 30906

Project: Augusta Reg Airport TSW Upgrade Rev5  
CPQ-633758  
Johnson Controls Reference: 650633758  
Proposal #: 1  
Date: 03/04/2025  
Page: 1 of 14

Johnson Controls is pleased to offer for your consideration this quotation for the above project

### Scope of Work

*This quote is valid for 45 days from the date of issue. Due to the upcoming tariffs that are being implemented, this quote will have to be reexamined in 45 days. A new quote will have to be issued in 45 days if the tariffs make a major impact on parts. We will do all we can to keep the price where it is at currently, but because of the tariffs there is no guarantee that the pricing will stay exactly the same.*

This quote is to upgrade the current TSW and reconnect to the Fire Alarm system. This **does include** adding graphics for a point notification. All buildings connected to the network will be added to the graphics **except** both Hangers and the Fire Department. We do not have cad drawings of those buildings and can't add them without cad drawings. They will still report but the TSW will not pull up a cad file of the building for graphic identification.

This quote includes the equipment listed, installation materials, labor, programming, testing of the devices listed by a factory trained technician and a **one-year warranty** on the equipment listed. This quote is based on all work being performed **during normal working hours of 8am to 5pm EST Monday through Friday**. *This quote includes estimated sales tax only. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.*

This quote **does include** any and all applicable taxes that may apply.

If you have any questions please do not hesitate to contact me at any time. Thank you very much for your time, consideration and continued business.

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection  
3243 Sunset Blvd  
West Columbia , SC 29169  
(803) 476-0023

Item 12.

Have a great day!

**Jason C. Mack - Master's Circle 2021, 2022**

Mr Carolina Masters 50+ Bodybuilding Champ

**Life Safety Service Representative II**

**Fire / Electronic Sales**

**803-566-6101**

**[Jason.Mack@JCI.com](mailto:Jason.Mack@JCI.com)**



TSW

QTY	MODEL NUMBER	DESCRIPTION
1	4190-8401	TRUESITE WORKSTATION
1	4190-7041	DSKTOP PC WIN10 NO RAID
1	4190-5050	TSW SOFTWARE
1	4190-6010	PC LAN SUPPRESSOR
1	4190-7132	24IN VGA HDMI DVI LCD W SPKS

CPU Parts & Network

QTY	MODEL NUMBER	DESCRIPTION
1	4190-9829	PCI MODULAR NTWRK INTRFCE CARD
1	4190-9853	4120 MM-L DUPLEX FIBER MEDIA
1	4190-9854	4120 MM-R DUPLEX FIBER MEDIA

Technician & Professional Labor

QTY	MODEL NUMBER	DESCRIPTION
	DSGN LAB	DESIGN LABOR
	PM LAB	PROJECT/CONSTRUCTION MGMT
	PREP LAB	PRE-SITE PREPARATION LABOR
	TECH LAB	TECHNICAL LABOR

Installation Materials

QTY	MODEL NUMBER	DESCRIPTION
1	DPFA	DP FIRE ALARM

**Total net selling price, FOB shipping point, \$73,869.00**

To the extent applicable, Johnson Controls has included an estimate only for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



**IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

**CUSTOMER ACCEPTANCE:**

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

**Planned Monthly Progress Billing Schedule of Values**

Item #	Description	%
1	Deposit	0%
2	Mobilization	10%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

\*To be mutually agreed upon in writing at a later date



**This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.**

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement  
☐ YES: Please reference this PO Number: \_\_\_\_\_

**Deposit Invoice accepted (    %):**

☐ **No** ☐ **Yes**



<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>3243 Sunset Blvd</p> <p>West Columbia , SC 29169</p> <p>Telephone: (803) 476-0023</p> <p>Representative: <u>Jason C. Mack</u></p> <p>Email: jason.mack@jci.com</p>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
---	---

**TERMS AND CONDITIONS**  
**(Rev. 12.12.24)**

**1. Deposit, Invoicing and Payments.** Customer agrees to pay Company pursuant to the progress-based billing schedule of values set forth in Company's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Company will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Company progress-based billing can also include any services performed on-site or off-site. Invoicing disputes must be identified in writing within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. All invoices will be delivered via Email, paid via Electronic Funds Transfer and are due Net 30 days from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit and Customers who fail to pay amounts when due may be required to make payments of cash in advance, upon delivery or as otherwise specified by Company. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Customer's failure to make payment when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount.

Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs services at the premises following suspension, those services shall be governed

by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs, including legal fees and expenses.

**2. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer.

Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

**3. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**4. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g., Fire Marshal) may establish additional requirements for compliance with federal, state/provincial, and local codes. Any additional services or

equipment required will be provided at an additional cost to Customer.

**5. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company to be calculated with reference to payments made at the time the loss is sustained. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. In no event shall Company be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the Covered System(s) or any of its component parts by Customer or any third party. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

**6. Reciprocal Waiver of Claims (SAFETY Act).**

Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**7. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Unless otherwise specified in this Agreement, any inspection (and, if specified, testing) provided under this Agreement does not include any maintenance, repairs, alterations, replacement of parts, or any field adjustments whatsoever, nor does it include the correction of any deficiencies identified by Company to Customer. Company shall not be responsible for equipment failure occurring while Company is in the process of following its inspection techniques, where the failure also results from the age or obsolescence of the item or due to normal wear and tear. This Agreement does not cover systems, equipment, components or PARTS THAT are below grade, behind walls or other obstructions or exterior to the building, electrical wiring, and piping.

**8. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are



recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this Agreement.

Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

**9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by Company or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**11. Confined Space.** If access to confined space by Company is required for the performance of Services,

Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**12. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapor, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work performed by Company in the United States,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of testing involving a discharge or release, capture, containment, transport, removal, or disposal (collectively, the "Discharge Services") of any hazardous waste materials, hazardous materials, or firefighting materials including without limitation firefighting foam encountered in and/or discharged from any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Customer shall be responsible for any Discharge Services associated with such materials, including all discharged firefighting foam in accordance with all applicable law. Company shall not be responsible for the testing, removal or disposal of such hazardous materials. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the use of or any Discharge Services associated with any hazardous waste, hazardous materials, or firefighting materials including without limitation firefighting foam encountered or discharged from any of the Covered System(s) and/or during performance of the Services.

**13. Occupational Health and Safety/OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of applicable laws regarding occupational health and safety for work performed in

Canada or the Occupational Safety Health Act for work performed by Company in the United States. (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**14. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**15. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**16. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**17. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**18. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**19. Back charges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**20. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**21. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**22. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and

Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID-19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Company, such as suggestions as to design use and suitability of the products for the customer's application, is provided in good faith, but Customer acknowledges and agrees that Company is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by Company are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the products.

**23 . Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or

otherwise. Company reserves the right to select counsel to represent it in any such action.

**24. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**25. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined.

If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

**26. Default.** An Event of Default shall be (a) failure of Customer to pay any amount when due and payable, (b) abuse of the System or the Equipment, (c) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies: (i) discontinue furnishing Services and delivering Equipment, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable; (iii) receive immediate possession of any Equipment for which Customer has not paid; (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**27. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment,



components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**28. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**29. Force Majeure; Delays.** Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly

increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements, or other costs and expenses incurred by Company in connection with the Force Majeure Event.

**30. One-Year Claims Limitation; Forum; Choice of Law.** Company shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Company and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Company, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Customer will pay all of Company's reasonable collection costs (including legal fees and expenses).

**31. Assignment.** This Agreement is not assignable by the Customer except upon written consent of Company first being obtained. Company shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

**32. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**33. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this

Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**34. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**35. Software and Digital Services.**

**Digital Enabled Services.** Data. If Company provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Company's cloud-hosted software applications. Customer consents to and grants Company the right to collect, transfer, ingest and use such data to enable Company and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Company products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Company secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Company software and related equipment installed at Customer facilities and Company cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

**Digital Solutions.** Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at [www.johnsoncontrols.com/techterms](http://www.johnsoncontrols.com/techterms) (collectively, the "Software Terms"). Specifically, the Company General EULA set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaleula](http://www.johnsoncontrols.com/buildings/legal/digital/generaleula) governs access to and use of software installed on Customer's premises or systems and the Company Terms of Service set forth at [www.johnsoncontrols.com/buildings/legal/digital/generaltos](http://www.johnsoncontrols.com/buildings/legal/digital/generaltos)

govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern

with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Company's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

**36. Electronic Media.** Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Company may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

**37. Lien Legislation.** Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

**38. Privacy. Company as Processor :** Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at [www.johnsoncontrols.com/dpa](http://www.johnsoncontrols.com/dpa) ("DPA") shall apply. **Company as Controller :** Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's

personnel under applicable law, Customer warrants and represents that it has obtained such consent.

**39. FAR.** Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

**40. LICENSE INFORMATION (US SECURITY SYSTEM CUSTOMERS):** AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.johnsoncontrols.com](http://www.johnsoncontrols.com) or contact your local Johnson Controls office.

#### **IMPORTANT NOTICE TO CUSTOMER**

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.



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

**Augusta Aviation Commission  
Meeting Minutes  
March 20, 2025  
10:00 a.m.  
Orwen Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi  
Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Marshall McKnight; Commissioner Randy Sasser;  
Commissioner William Fennoy

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa Bingham; Chief R. Beal; Mr. Bruce Keller; Ms. Diane Johnston; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Hinkle; Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey; Ms. Catherine Highsmith; Mr. Robert Kerr- Staff Attorney;

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily; Lucy & Jaz - WFXG

**CALL TO ORDER & PRAYER** –Chairwoman Ronic West called the meeting to order at 10:05 am  
Prayer by Commissioner Troutman

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

**A. March 20, 2025 Meeting Agenda**

*Motion by Commissioner Troutman 2<sup>nd</sup> by Commissioner Germany to walk on Item M - (AGS) Masters 2025 Van Rentals*

**B. February 27, 2025 Commission Meeting Minutes**

*Motion by Commissioner Troutman 2<sup>nd</sup> by Commissioner Germany to approve March 20, 2025, Augusta Aviation Commission meeting agenda, and the February 27, 2025, Commission Meeting Minutes.*

**II. COMMITTEE REPORTS:**

**III. FINANCE REPORT– Risa Bingham**

February Financials

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve the February 2025 Financial Report as Presented*  
*No Discussion; Unanimous Ayes; Motion carries*

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #4 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements – Change Order #4*  
*No Discussion; Unanimous Ayes; Motion carries*
- B. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #5 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements - Change Order #5*  
*No Discussion; Unanimous Ayes; Motion carries*
- C. Augusta Regional Airport (AGS)- Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1*  
*No Discussion; Unanimous Ayes; Motion carries*
- D. Augusta Regional Airport (AGS)- Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project – Elizabeth Giles  
*Motion by Commissioner Fennoy 2nd by Commissioner McKnight to approve Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project*  
*No Discussion; Unanimous Ayes; Motion carries*
- E. Augusta Regional Airport (AGS)- 2025 Commercial Ground Transportation Permit – Tyler Good  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve 2025 Commercial Ground Transportation Permit*  
*No Discussion; Unanimous Ayes; Motion carries*
- F. Augusta Regional Airport (AGS)- 2025 Ground Transportation Agreement with Turo, Inc. – Tyler Good

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve 2025 Ground Transportation Agreement with Turo, Inc.  
No Discussion; Unanimous Ayes; Motin carries*

- G. Augusta Regional Airport (AGS)- Go Rentals Masters Rental Car Agreement – Kenneth Hinkle  
*Fennoy made a motion to approve, no one 2<sup>nd</sup>, motion died.  
Motion by Commissioner Troutman 2nd by Commissioner Germany to direct staff to handle as last year with a time frame to be determined by staff for the permit and pursue updating contract with Go Rentals Masters Rental Car at a later date.  
Discussion; Unanimous Ayes; Motin carries*
- H. Augusta Regional Airport (AGS)- Georgia Carolina Air LLC Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Georgia Carolina Air LLC Lease Agreement 2025-2026  
Point of Privilege, Commissioner Troutman disclosed non-financial affiliation with stated company, voted to maintain quorum; Unanimous Ayes; Motin carries*
- I. Augusta Regional Airport (AGS)- Murphy Auto Group Hangar Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve Murphy Auto Group Hangar Lease Agreement 2025-2026  
No Discussion; Unanimous Ayes; Motin carries*
- J. Augusta Regional Airport (AGS)- Airport Fire Alarm Computer Upgrade – Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Airport Fire Alarm Computer Upgrade  
No Discussion; Unanimous Ayes; Motin carries*
- K. Augusta Regional Airport (AGS)- New Vehicle Purchase; AGS Facilities Maintenance Dept. – Bruce Keller  
*Motion by Commissioner Germany 2nd by Commissioner Sasser to approve New Vehicle Purchase; AGS Facilities Maintenance Dept.  
No Discussion; Unanimous Ayes; Motin carries*
- L. Augusta Regional Airport (AGS)- Memorandum of Understanding (MOU) with Destination Augusta (DA) – Lauren Smith  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Memorandum of Understanding (MOU) with Destination Augusta (DA)  
No Discussion; Unanimous Ayes; Motin carries*
- M. Augusta Regional Airport (AGS)- Masters 2025 Van Rentals – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Germany to approve Masters 2025 Van Rentals  
No Discussion; Unanimous Ayes; Motin carries*

## V. INFORMATION ITEMS

**VI. COMMISSION COMMENTS/ACTION REQUESTS:**

**ADJOURN MEETING**

**Motion to adjourn by Commissioner Sasser 2<sup>nd</sup> by Vacating Seats  
No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 11:19 am**

---

**Ronic West, Chairwoman  
Augusta Aviation Commission**





## Public.Service.Committee.Meeting

Meeting Date: 04/15/2025

Airport Fuel Farm Improvements – Change Order #5

**Department:** Augusta Regional Airport

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

**Caption:** Motion to approve **Change Order #5** to RW Allen Construction’s Contract, for a total decrease of **(\$333.00)**.

**Background:** RW Allen Construction, LLC is currently contracted to construct the Fuel Farm Improvement project. This requested Change Order #5 includes costs associated with the installation of a new Fuel Release Control Valve within the existing concrete fuel pad, concrete curbing around the existing inlet(s), and demolition of a portion of the concrete containment curbing.

Within the original scope of the contract, the existing Jet-A Containment area was to be demolished entirely. However, the airport has directed that this area be retained for the storage of De-Icing fluid containers and other materials. The existing release valve and associated piping connected to the sanitary sewer have exhibited leaks in the past, which contributed to the decision to remove them under the original contract. Because the area will now be used for De-Icing fluid storage, requiring its own containment, and the existing drainage system is to remain in place, the most cost-effective solution is to provide initial containment via the proposed control valve and associated curbing. In the event of a spill, the affected area could be mitigated or treated prior to reaching the compromised drainage system. The contractor will also remove part of the existing curbing to provide easier access to the De-Icing containers, eliminating the need for equipment to traverse the often-soft grassed area.

With the existing concrete pad staying in place, the scope and labor associated for this work has been removed from the project offsetting the cost of the additional control valve and concrete work.

Mead & Hunt has evaluated the change order request provided by RW Allen and finds that the costs associated are acceptable and are within the unit prices provided as part of the original contract and/or within the industry.

This is the fifth Change Order for this project and revises RW Allen’s contract to **\$2,734,958.15**.



**Analysis:**

This Change Order will result in a **Net Decrease** to the overall project.

It is hereby requested that the Aviation Commission approve this Change Order #5 in the amount of **(\$333.00)** allowing Augusta Regional Airport to amend RW Allen's contract total to **\$2,734,958.15** for this Project.

This Change Order has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.

**Financial Impact:**

This project is funded directly by the Augusta Regional General/Enterprise fund.

Account Number: 551081306: 54.14910

**Alternatives:**

N/A

**Recommendation:**

Approve **Change Order #5** to RW Allen Construction's Contract, for a total decrease of **(\$333.00)**.

**Funds are available in the following accounts:**

551081306: 54.14910

**REVIEWED AND  
APPROVED BY:**

N/A



# CHANGE ORDER

**OWNER -** Augusta Aviation Commission  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, GA 30906  
Ph: 706-796-4010

**ARCHITECT / ENGINEER –** Mead & Hunt, Inc.  
5955 Core Road, Suite 515  
North Charleston, SC 29406  
Ph. (843) 486-8330

**PROJECT:** AGS Fuel Farm Improvements  
Project No.: 0119700-210446.02

**CHANGE ORDER NO.:** 05  
**Date:** 03/07/2025  
**Cc:**

**CONTRACTOR:** RW Allen Construction, LLC  
1015 Broad St, Augusta, GA 30901

## DESCRIPTION of CHANGE: Quantity Adjustments

CP No.	Description	Amount
COP-5	Containment Valve	(\$333.00)
TOTAL		(\$333.00)

CP No.	Spec	Description	Unit	Quantity	Unit Price	Amount
COP-5		Containment Valve	LS	1	\$4,967.00	\$4,967.00
COP-5	P-610.1	Containment Curb (LABOR)	LS	1	\$3,000.00	\$3,000.00
COP-5	P-610.1	Containment Curb	LS	1	\$1,250.00	\$1,250.00
COP-5	P-101.5	PCC Pavement Removal, Dispose Off Site	SY	-841.87	\$13.66	(\$11,500.00)
COP-5	X-150.3	Demo Curb for Vehicle Passthrough	LS	1	\$1,950.00	\$1,950.00
TOTAL						(\$333.00)

## PROVIDED JUSTIFICATION:

1. Costs associated with the additional work are required per grading changes made during construction.
2. The contractor believes that figures in the CO to be reasonable and therefore final.
3. RW Allen has executed a change order with the subcontractor in order to move forward as a good faith effort.

## ADJUSTMENT of CONTRACT SUM

Original Contract Sum:	\$ 2,660,424.91
Prior Adjustments:	\$ 74,866.24
Contract Sum Prior to this Change:	\$ 2,735,531.15
Adjustment for this Change:	\$ -333.00
Revised Contract Sum:	\$ 2,734,958.15

## ADJUSTMENT of CONTRACT TIME

Original Contract Time:	180 (days)
Prior Adjustments:	36 (days)
Contract Time Prior to this Change:	216 (days)
Adjustment for this Change:	4 (days)
Revised Contract Time:	220 (days)

**Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.**

**ENGINEER**

Recommended by: Mead & Hunt

\_\_\_\_\_  
Engineer

\_\_\_\_\_  
Date

**OWNER'S REPRESENTATIVE**

Recommended by:

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date

**CONTRACTOR**

Accepted by:

\_\_\_\_\_  
Date

**OWNER**

Approved by:

\_\_\_\_\_  
Date



R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Item 13.  
**PCCO #005**

**Project:** 23-160 - AGS Fuel Farm  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Change Order #005: Revision 7 - Containment Valve

<b>TO:</b>	<b>Augusta Regional Airport</b> 1501 Aviation Way Augusta , Georgia 30906	<b>FROM:</b>	<b>RW Allen Construction LLC</b> 1015 Broad St Augusta, Georgia 30901
<b>DATE CREATED:</b>	1/22/2025	<b>CREATED BY:</b>	Alex Koch (RW Allen Construction LLC)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	03/03/2025
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>	0 days	<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	23-160:Fuel Farm Improvements	<b>TOTAL AMOUNT:</b>	(\$333.00)

### DESCRIPTION:

1. Costs associated to the Revision 7 drawings.
2. Includes furnishing and install of a new heavy-duty valve and a concrete curb around it.
3. Includes credit to leave containment pad.
4. Includes sawcutting existing curb for vehicle access.

### ATTACHMENTS:

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
PR#08	Revision 7 - Containment Valve	4 days	(\$333.00)
<b>Total:</b>			(\$333.00)

### CHANGE ORDER LINE ITEMS:

#### PCO # PR#08: Revision 7 - Containment Valve

#	Budget Code	Description	Amount
1	13-001-110.SU Plumbing Sub	Containment Valve	\$4,967.00
2	3-010-100.SU Jet Fuel Tanks Containment Pad	Containment Curb Labor	\$3,000.00
3	3-010-100.MA Containment Pad.Material	Containment Curb Material	\$1,250.00
4	2-200-400.SU Demolition Existing Building/Shed/Awning	Containment Pad Demo	\$(11,500.00)
5	2-200-400.SU Demolition Existing Building/Shed/Awning	Demo Curb for Vehicle Passthrough	\$1,950.00
<b>Grand Total:</b>			<b>\$(333.00)</b>

The original (Contract Sum)	\$2,660,428.00
Net change by previously authorized Change Orders	\$74,863.15
The contract sum prior to this Change Order was	\$2,735,291.15
The contract sum will be decreased by this Change Order in the amount of	(\$333.00)
The new contract sum including this Change Order will be	\$2,734,958.15
The contract time will not be changed by this Change Order.	



Edwin Scott (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta , Georgia 30906

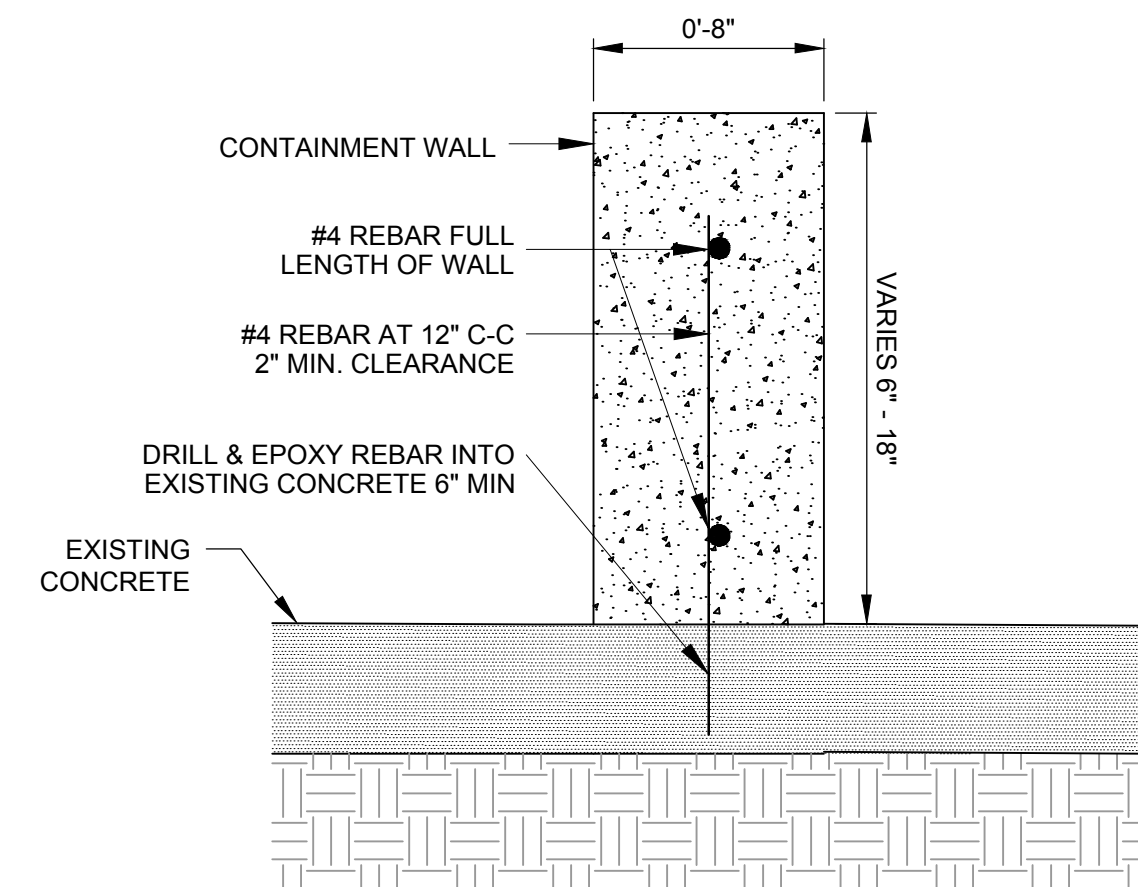
RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

3/3/2025

SIGNATURE DATE

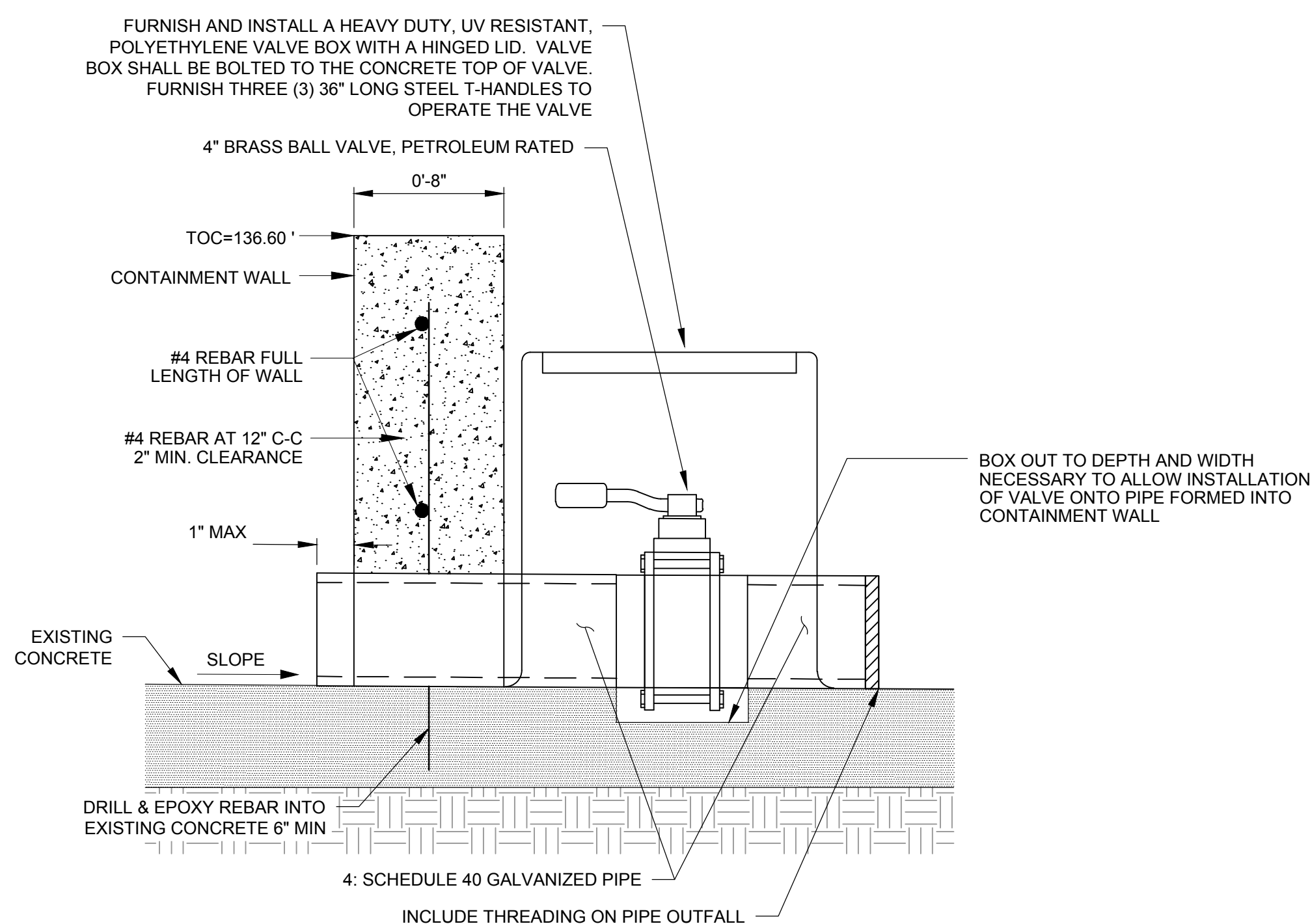
SIGNATURE DATE

SIGNATURE DATE



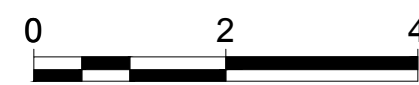
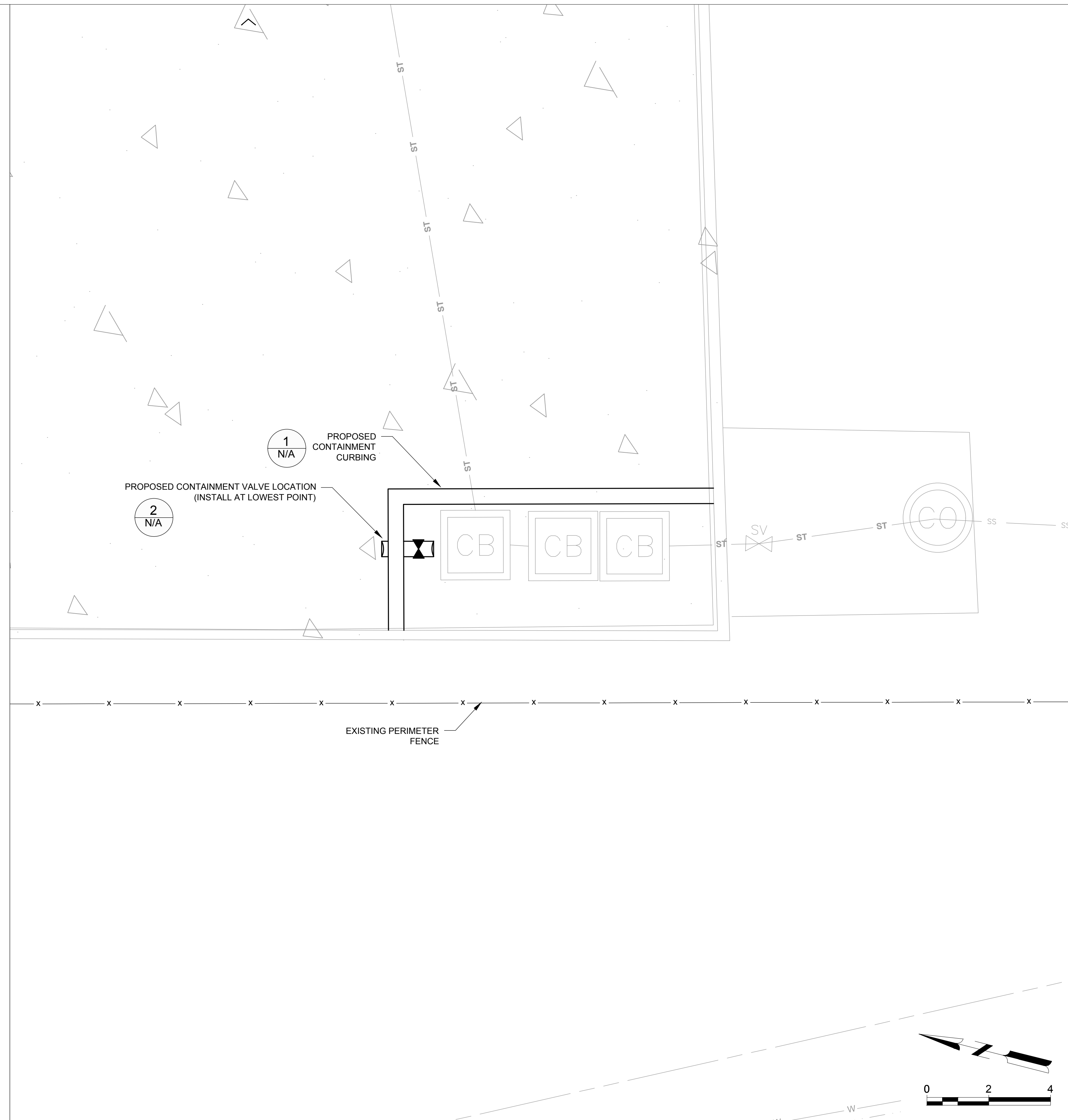
CURB DETAIL  
SCALE: NTS

1  
N/A



VALVE AND  
VALVE BOX DETAIL  
SCALE: NTS

2  
N/A



16/2025 12:52:01 PM  
X:\019700\210446\02\TECH\CD\EXHIBITS\FUEL FARM CONCRETE PAD OPTIONS.DWG



AUGUSTA REGIONAL AIRPORT  
1501 AVIATION WAY  
AUGUSTA, GA  
FUEL FARM REHABILITATION & IMPROVEMENTS  
0119700-210446.02  
1/03/2024

EXISTING JET-A CONTAINMENT PAD REHAB - OPTION A



EXHIBIT 1.01



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

**Augusta Aviation Commission  
Meeting Minutes  
March 20, 2025  
10:00 a.m.  
Orwen Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi  
Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Marshall McKnight; Commissioner Randy Sasser;  
Commissioner William Fennoy

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa  
Bingham; Chief R. Beal; Mr. Bruce Keller; Ms. Diane  
Johnston; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Hinkle;  
Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey;  
Ms. Catherine Highsmith; Mr. Robert Kerr- Staff Attorney;

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily; Lucy & Jaz - WFXG

**CALL TO ORDER & PRAYER** –Chairwoman Ronic West called the meeting to order at 10:05 am  
Prayer by Commissioner Troutman

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

**A. March 20, 2025 Meeting Agenda**

*Motion by Commissioner Troutman 2<sup>nd</sup> by Commissioner Germany to walk on Item M - (AGS) Masters  
2025 Van Rentals*

**B. February 27, 2025 Commission Meeting Minutes**

*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve March 20, 2025, Augusta  
Aviation Commission meeting agenda, and the February 27, 2025, Commission Meeting Minutes.*

**II. COMMITTEE REPORTS:**

**III. FINANCE REPORT–** Risa Bingham

February Financials

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve the February 2025 Financial Report as Presented*  
*No Discussion; Unanimous Ayes; Motin carries*

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #4 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements – Change Order #4*  
*No Discussion; Unanimous Ayes; Motin carries*
- B. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #5 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements - Change Order #5*  
*No Discussion; Unanimous Ayes; Motin carries*
- C. Augusta Regional Airport (AGS)- Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1*  
*No Discussion; Unanimous Ayes; Motin carries*
- D. Augusta Regional Airport (AGS)- Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project – Elizabeth Giles  
*Motion by Commissioner Fennoy 2nd by Commissioner McKnight to approve Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project*  
*No Discussion; Unanimous Ayes; Motin carries*
- E. Augusta Regional Airport (AGS)- 2025 Commercial Ground Transportation Permit – Tyler Good  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve 2025 Commercial Ground Transportation Permit*  
*No Discussion; Unanimous Ayes; Motin carries*
- F. Augusta Regional Airport (AGS)- 2025 Ground Transportation Agreement with Turo, Inc. – Tyler Good



*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve 2025 Ground Transportation Agreement with Turo, Inc.  
No Discussion; Unanimous Ayes; Motin carries*

- G. Augusta Regional Airport (AGS)- Go Rentals Masters Rental Car Agreement – Kenneth Hinkle  
*Fennoy made a motion to approve, no one 2<sup>nd</sup>, motion died.  
Motion by Commissioner Troutman 2nd by Commissioner Germany to direct staff to handle as last year with a time frame to be determined by staff for the permit and pursue updating contract with Go Rentals Masters Rental Car at a later date.  
Discussion; Unanimous Ayes; Motin carries*
- H. Augusta Regional Airport (AGS)- Georgia Carolina Air LLC Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Georgia Carolina Air LLC Lease Agreement 2025-2026  
Point of Privilege, Commissioner Troutman disclosed non-financial affiliation with stated company, voted to maintain quorum; Unanimous Ayes; Motin carries*
- I. Augusta Regional Airport (AGS)- Murphy Auto Group Hangar Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve Murphy Auto Group Hangar Lease Agreement 2025-2026  
No Discussion; Unanimous Ayes; Motin carries*
- J. Augusta Regional Airport (AGS)- Airport Fire Alarm Computer Upgrade – Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Airport Fire Alarm Computer Upgrade  
No Discussion; Unanimous Ayes; Motin carries*
- K. Augusta Regional Airport (AGS)- New Vehicle Purchase; AGS Facilities Maintenance Dept. – Bruce Keller  
*Motion by Commissioner Germany 2nd by Commissioner Sasser to approve New Vehicle Purchase; AGS Facilities Maintenance Dept.  
No Discussion; Unanimous Ayes; Motin carries*
- L. Augusta Regional Airport (AGS)- Memorandum of Understanding (MOU) with Destination Augusta (DA) – Lauren Smith  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Memorandum of Understanding (MOU) with Destination Augusta (DA)  
No Discussion; Unanimous Ayes; Motin carries*
- M. Augusta Regional Airport (AGS)- Masters 2025 Van Rentals – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Germany to approve Masters 2025 Van Rentals  
No Discussion; Unanimous Ayes; Motin carries*

## V. INFORMATION ITEMS

**VI. COMMISSION COMMENTS/ACTION REQUESTS:**

**ADJOURN MEETING**

**Motion to adjourn by Commissioner Sasser 2<sup>nd</sup> by Vacating Seats  
No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 11:19 am**

---

**Ronic West, Chairwoman  
Augusta Aviation Commission**



## Public.Service.Committee.Meeting

Meeting Date: 04/15/2025

Airport Fuel Farm Improvements – Change Order #4

<b>Department:</b>	Augusta Regional Airport
<b>Presenter:</b>	Herbert L. Judon, Jr., Airport Executive Director
<b>Caption:</b>	Motion to approve <b>Change Order #4</b> to RW Allen Construction's Contract, for a total increase of <b>\$6,750.00</b>
<b>Background:</b>	<p>RW Allen Construction, LLC is currently contracted to construct the Fuel Farm Improvement project. This requested Change Order #4 includes costs associated with additional asphalt around the existing asphalt access road.</p> <p>The additional asphalt within this change order request is due to areas identified within the project area that were not originally included within the scope of the awarded contract and included addressing existing failed areas (potholes) and trenches.</p> <p>Mead &amp; Hunt has evaluated the change order request provided by RW Allen and finds that the costs associated are acceptable and are within the unit prices provided as part of the original contract and/or within the industry.</p> <p>This is the fourth Change Order for this project and revises RW Allen's contract to <b>\$2,735,291.15</b>.</p>
<b>Analysis:</b>	<p>This Change Order will result in a <b>Net Increase</b> to the overall project.</p> <p>It is hereby requested that the Aviation Commission approve this Change Order #4 in the amount of <b>\$6,750.00</b> allowing Augusta Regional Airport to amend RW Allen's contract total to <b>\$2,735,291.15</b> for this Project.</p> <p>This Change Order has been reviewed by Airport Legal Counsel, Mr. Robert Kerr.</p>
<b>Financial Impact:</b>	This project is funded directly by the Augusta Regional General/Enterprise fund.

Account Number: 551081306: 54.14910

Item 14.

**Alternatives:** N/A

**Recommendation:** Approve **Change Order #4** to RW Allen Construction's Contract, for a total increase of **\$6,750.00**

**Funds are available in the following accounts:** 551081306: 54.14910

**REVIEWED AND**  
**APPROVED BY:** N/A



# CHANGE ORDER

**OWNER -** Augusta Aviation Commission  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, GA 30906  
Ph: 706-796-4010

**ARCHITECT / ENGINEER –** Mead & Hunt, Inc.  
5955 Core Road, Suite 515  
North Charleston, SC 29406  
Ph. (843) 486-8330

**PROJECT:** AGS Fuel Farm Improvements  
Project No.: 0119700-210446.02

**CHANGE ORDER NO.:** 04  
**Date:** 03/07/2025  
**Cc:**

**CONTRACTOR:** RW Allen Construction, LLC  
1015 Broad St, Augusta, GA 30901

## DESCRIPTION of CHANGE: Quantity Adjustments

CP No.	Description	Amount
COP-4	2-900-150.SU 4" GDOT 12.55mm Superpave – Additional Asphalt Paving	\$6,750.00
TOTAL		\$6,750.00

CP No.	Spec	Description	Unit	Quantity	Unit Price	Amount
COP-4	GDOT-400.1	4" GDOT 12.5mm Superpave	TON	27	\$250.00	\$6,750.00
TOTAL						\$6,750.00

## PROVIDED JUSTIFICATION:

1. RW Allen has executed a change order with the subcontractor in order to move forward as a good faith effort.

## ADJUSTMENT of CONTRACT SUM

Original Contract Sum: \$ 2,660,424.91  
Prior Adjustments: \$ 68,106.24  
Contract Sum Prior to this Change: \$ 2,728,531.15  
Adjustment for this Change: \$ 6,750.00  
Revised Contract Sum: \$ 2,735,281.15

## ADJUSTMENT of CONTRACT TIME

Original Contract Time: 180 (days)  
Prior Adjustments: 36 (days)  
Contract Time Prior to this Change: 216 (days)  
Adjustment for this Change: 0 (days)  
Revised Contract Time: 216 (days)

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.

## ENGINEER

Recommended by: Mead & Hunt

## OWNER'S REPRESENTATIVE

Recommended by:

\_\_\_\_\_  
Engineer Date

\_\_\_\_\_  
Representative Date

## CONTRACTOR

Accepted by:

## OWNER

Approved by:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-160 - AGS Fuel Farm  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#06: Additional Superpave

TO:	Augusta Regional Airport 1501 Aviation Way Augusta , Georgia 30906	FROM:	RW Allen Construction LLC 1015 Broad St Augusta, Georgia 30901
PCO NUMBER/REVISION:	PR#06 / 0	CONTRACT:	23-160 - Fuel Farm Improvements
REQUEST RECEIVED FROM:		CREATED BY:	Alex Koch (RW Allen Construction LLC)
STATUS:	Approved	CREATED DATE:	6/13/2024
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$6,760.00

POTENTIAL CHANGE ORDER TITLE: Additional Superpave

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

1. Cost for an additional 27.04 tons of 4" GDOT 12.5mm Superpave.

### ATTACHMENTS:

#	Budget Code	Description	Amount
1	2-900-150.SU 4" GDOT 12.55mm Superpave	Additional Asphalt Paving	\$6,760.00
Grand Total:			\$6,760.00

Edwin Scott (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta , Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch 06.13.24

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

Ticket No.:

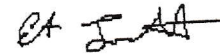
70966


Item 14.

	Pounds	Tons	Metric
Gross	63960	31.98	29.01
Tare	24160	12.08	10.96
Net	39800	19.90	18.05

	Tons	Metric
Ordered	250.00	226.80
Received	2,386.44	2,164.94
Remaining	-2,136.44	-1,938.15
Today MG		54.16
Today: Tons	59.70	Loads: 3

Weighmaster: Ernest Jewett 273830





**E.R. Snell Contractor, Inc.**  
 1785 Oak Road  
 Snellville, GA 30078  
 Main Phone: (770) 985-0600

**Augusta Plant #P1600**  
 5601 Columbia Road  
 Grovetown, GA 30813  
 Phone: (706) 228-3041

Date : 05/03/2024 Time: 11:22 AM  
 Customer : 14391 ASAPAVINGLLC PO#  
 Order : 14391-9999 MISCELLANEOUS ORDER  
 Product : 12.5SPR 12.5MM SUPER PAVE W/RAP 19.90 Ton

Foreman : FOB  
 Info: MISCELLANEOUS ORDER

fuel farm rd augusta airport

Carrier : FOB A4  
 Vehicle : A1 A1  
 Received :

ALL LOADS MUST BE TARPED AND STRAPPED -  
 TRUCKS OVER 51,000 NOT LEGAL FOR INTERSTATE.

COPY 2 TRUCKER

Ticket No.:

70973

	Pounds	Tons	Metric
Gross	61160 *	30.58 *	27.74 *
Tare	24480	12.24	11.10
Net	36680 *	18.34 *	16.64 *

\* Manual Weight

	Tons	Metric
Ordered	250.00	226.80
Received	2,404.78	2,181.58
Remaining	-2,154.78	-1,954.78
Today MG		70.80
Today: Tons	78.04	Loads: 4

Weighmaster: Ernest Jewett 273830





**E.R. Snell Contractor, Inc.**  
 1785 Oak Road  
 Snellville, GA 30078  
 Main Phone: (770) 985-0600

**Augusta Plant #P1600**  
 5601 Columbia Road  
 Grovetown, GA 30813  
 Phone: (706) 228-3041

Date : 05/03/2024 Time: 12:28 PM  
 Customer : 14391 ASAPAVINGLLC PO#  
 Order : 14391-9999 MISCELLANEOUS ORDER  
 Product : 12.5SPR 12.5MM SUPER PAVE W/RAP 18.34 Ton

Foreman : FOB  
 Info: MISCELLANEOUS ORDER

fuel farm rd augusta airport

Carrier : FOB A2  
 Vehicle : A1 A1  
 Received :

ALL LOADS MUST BE TARPED AND STRAPPED -  
 TRUCKS OVER 51,000 NOT LEGAL FOR INTERSTATE.

COPY 3 JOB TICKET

Ticket No.:

70948

	Pounds	Tons	Metric	Item 14.
Gross	61720	30.86	28.00	
Tare	22480	11.24	10.20	
Net	39240	19.62	17.80	

	Tons	Metric
Ordered	250.00	226.80
Received	2,346.36	2,128.58
Remaining	-2,096.36	-1,901.79
Today MG		17.80
Today: Tons	19.62	Loads: 1

Weighmaster: Ernest Jewett 273830



Ticket No.:

70949

	Pounds	Tons	Metric
Gross	63180	31.59	28.66
Tare	22820	11.41	10.35
Net	40360	20.18	18.31

	Tons	Metric
Ordered	250.00	226.80
Received	2,366.54	2,146.89
Remaining	-2,116.54	-1,920.09
Today MG		36.11
Today: Tons	39.80	Loads: 2

Weighmaster: Ernest Jewett 273830




**E.R. Snell Contractor, Inc.** **Augusta Plant #P1600**  
 1785 Oak Road 5601 Columbia Road  
 Snellville, GA 30078 Grovetown, GA 30813  
 Main Phone: (770) 985-0600 Phone: (706) 228-3041

Date: 05/03/2024 Time: 8:57 AM  
 Customer: 14391 ASA PAVING LLC PO#  
 Order: 14391-9999 MISCELLANEOUS ORDER  
 Product: 12.5SPR 12.5MM SUPER PAVE W/RAP 19.62 Ton  
 Foreman: FOB  
 Info: MISCELLANEOUS ORDER

fuel farm rd augusta airport

Carrier: FOB FOB A4  
 Vehicle: A1 A1  
 Received:

ALL LOADS MUST BE TARPED AND STRAPPED -  
 TRUCKS OVER 51,000 NOT LEGAL FOR INTERSTATE.

COPY 3 JOB TICKET



**E.R. Snell Contractor, Inc.** **Augusta Plant #P1600**  
 1785 Oak Road 5601 Columbia Road  
 Snellville, GA 30078 Grovetown, GA 30813  
 Main Phone: (770) 985-0600 Phone: (706) 228-3041

Date: 05/03/2024 Time: 8:59 AM  
 Customer: 14391 ASAPAVINGLLC PO#  
 Order: 14391-9999 MISCELLANEOUS ORDER  
 Product: 12.5SPR 12.5MM SUPER PAVE W/RAP 20.18 Ton  
 Foreman: FOB  
 Info: MISCELLANEOUS ORDER

fuel farm rd augusta airport

Carrier: FOB FOB A2  
 Vehicle: A1 A1  
 Received:

ALL LOADS MUST BE TARPED AND STRAPPED -  
 TRUCKS OVER 51,000 NOT LEGAL FOR INTERSTATE.

COPY 1 CUSTOMER





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

**Augusta Aviation Commission  
Meeting Minutes  
March 20, 2025  
10:00 a.m.  
Orwen Commission Chambers  
2nd Floor - Terminal Building**

**Committee Members:** Chairwoman Ronic West; Vice-Chairman Commissioner Michael Cioffi  
Commissioner Dan Troutman; Commissioner James Germany;  
Commissioner Marshall McKnight; Commissioner Randy Sasser;  
Commissioner William Fennoy

**Staff:** Mr. Herbet Judon; Ms. Lauren Smith; Ms. Elizabeth Giles; Ms. Risa  
Bingham; Chief R. Beal; Mr. Bruce Keller; Ms. Diane  
Johnston; Mr. Cody Mitchell; Mr. Kory Anderson; Mr. Ken Hinkle;  
Mr. DeAndre Davis; Mr. Tyler Good; Ms. Jennifer Humphrey;  
Ms. Catherine Highsmith; Mr. Robert Kerr- Staff Attorney;

**Others:** Ms. Dana Lynn McIntyre – Augusta Business Daily; Lucy & Jaz - WFXG

**CALL TO ORDER & PRAYER** –Chairwoman Ronic West called the meeting to order at 10:05 am  
Prayer by Commissioner Troutman

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

**A. March 20, 2025 Meeting Agenda**

*Motion by Commissioner Troutman 2<sup>nd</sup> by Commissioner Germany to walk on Item M - (AGS) Masters  
2025 Van Rentals*

**B. February 27, 2025 Commission Meeting Minutes**

*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve March 20, 2025, Augusta  
Aviation Commission meeting agenda, and the February 27, 2025, Commission Meeting Minutes.*

**II. COMMITTEE REPORTS:**

**III. FINANCE REPORT–** Risa Bingham

February Financials

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve the February 2025 Financial Report as Presented*  
*No Discussion; Unanimous Ayes; Motin carries*

**IV. DIRECTOR ACTION REQUESTS:**

- A. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #4 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements – Change Order #4*  
*No Discussion; Unanimous Ayes; Motin carries*
- B. Augusta Regional Airport (AGS)- Fuel Farm Improvements - Change Order #5 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Fuel Farm Improvements - Change Order #5*  
*No Discussion; Unanimous Ayes; Motin carries*
- C. Augusta Regional Airport (AGS)- Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1 – Elizabeth Giles  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Construction Contract with C.W. Matthews for Taxiway F Reconstruction, Amendment #1*  
*No Discussion; Unanimous Ayes; Motin carries*
- D. Augusta Regional Airport (AGS)- Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project – Elizabeth Giles  
*Motion by Commissioner Fennoy 2nd by Commissioner McKnight to approve Construction Contract with E.R. Snell for Cargo Road/Rental Car Access Road Construction Project*  
*No Discussion; Unanimous Ayes; Motin carries*
- E. Augusta Regional Airport (AGS)- 2025 Commercial Ground Transportation Permit – Tyler Good  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve 2025 Commercial Ground Transportation Permit*  
*No Discussion; Unanimous Ayes; Motin carries*
- F. Augusta Regional Airport (AGS)- 2025 Ground Transportation Agreement with Turo, Inc. – Tyler Good

*Motion by Commissioner Germany 2nd by Commissioner Fennoy to approve 2025 Ground Transportation Agreement with Turo, Inc.  
No Discussion; Unanimous Ayes; Motin carries*

- G. Augusta Regional Airport (AGS)- Go Rentals Masters Rental Car Agreement – Kenneth Hinkle  
*Fennoy made a motion to approve, no one 2<sup>nd</sup>, motion died.  
Motion by Commissioner Troutman 2nd by Commissioner Germany to direct staff to handle as last year with a time frame to be determined by staff for the permit and pursue updating contract with Go Rentals Masters Rental Car at a later date.  
Discussion; Unanimous Ayes; Motin carries*
- H. Augusta Regional Airport (AGS)- Georgia Carolina Air LLC Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Fennoy 2nd by Commissioner Sasser to approve Georgia Carolina Air LLC Lease Agreement 2025-2026  
Point of Privilege, Commissioner Troutman disclosed non-financial affiliation with stated company, voted to maintain quorum; Unanimous Ayes; Motin carries*
- I. Augusta Regional Airport (AGS)- Murphy Auto Group Hangar Lease Agreement 2025-2026 – Kenneth Hinkle  
*Motion by Commissioner Troutman 2nd by Commissioner Germany to approve Murphy Auto Group Hangar Lease Agreement 2025-2026  
No Discussion; Unanimous Ayes; Motin carries*
- J. Augusta Regional Airport (AGS)- Airport Fire Alarm Computer Upgrade – Richard Beal  
*Motion by Commissioner Troutman 2nd by Commissioner Fennoy to approve Airport Fire Alarm Computer Upgrade  
No Discussion; Unanimous Ayes; Motin carries*
- K. Augusta Regional Airport (AGS)- New Vehicle Purchase; AGS Facilities Maintenance Dept. – Bruce Keller  
*Motion by Commissioner Germany 2nd by Commissioner Sasser to approve New Vehicle Purchase; AGS Facilities Maintenance Dept.  
No Discussion; Unanimous Ayes; Motin carries*
- L. Augusta Regional Airport (AGS)- Memorandum of Understanding (MOU) with Destination Augusta (DA) – Lauren Smith  
*Motion by Commissioner Troutman 2nd by Commissioner McKnight to approve Memorandum of Understanding (MOU) with Destination Augusta (DA)  
No Discussion; Unanimous Ayes; Motin carries*
- M. Augusta Regional Airport (AGS)- Masters 2025 Van Rentals – Kenneth Hinkle  
*Motion by Commissioner McKnight 2nd by Commissioner Germany to approve Masters 2025 Van Rentals  
No Discussion; Unanimous Ayes; Motin carries*

## V. INFORMATION ITEMS

**VI. COMMISSION COMMENTS/ACTION REQUESTS:**

**ADJOURN MEETING**

**Motion to adjourn by Commissioner Sasser 2<sup>nd</sup> by Vacating Seats  
No Discussion; Unanimous Ayes; Motion carries**

**Meeting adjourned at 11:19 am**

---

**Ronic West, Chairwoman  
Augusta Aviation Commission**



## Administrative Services Committee Meeting

Meeting Date: 04/08/2025

HCD\_ CapitalRise, LLC Funding Request – Amendment #1

<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funding to CapitalRise, LLC to complete construction of two (2) single family units in the Pebble Creek Area to be sold to low income homebuyers (2).
<b>Background:</b>	<p>Housing and Community Development is assisting CapitalRise, LLC by providing guidance and techniques of development via utilizing HOME funds. CapitalRise, LLC has partnered with local developers in the past as a contractor and continues to show interest in developing affordable housing in the South Augusta area. Commission granted approval on Nov. 12, 2024, for HCD to provide funding for construction of two units. CapitalRise, LLC requested additional funds to assist in the completion of the units due to the increase of construction cost and predevelopment cost were not included in original submission. To continue this partnership, HCD is requesting to provide additional HOME funds to assist in completing the construction of two single family units:</p> <p>CapitalRise, LLC is requesting:</p> <ul style="list-style-type: none"> <li>• 4104 Darsey Court, Hephzibah, GA 30815: Additional Funding Request: \$ 31,643.26</li> <li>• 4105 Darsey Court, Hephzibah, GA 30815: Additional Funding Request: \$ 30,136.26</li> </ul> <p>The funding request is to assist with the additional cost associated with the construction of two (2) single family affordable units. (50% of Total Development Cost).</p>
<b>Analysis:</b>	Approval of the contract will allow the partnership to construct (2) single family units in the South Augusta area to aid in the fight of blight.

<b>Financial Impact:</b>	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 61,779.52 to assist in the construction of two single family affordable housing units.
<b>Alternatives:</b>	Do not approve HCD's Request.
<b>Recommendation:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funding to CapitalRise,LLC to complete construction of two (2) single family units in the Pebble Creek Area to be sold to low income homebuyers (2).
<b>Funds are available in the following accounts:</b>	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212
<b><u>REVIEWED AND APPROVED BY:</u></b>	Procurement Finance Law Administrator Clerk of Commission

**Office of the Administrator**

Tameka Allen  
Administrator

November 12, 2024

Mr. Hawthorne Welcher, Director  
Housing Community & Development  
510 Fenwick Street  
Augusta, GA 30901

Dear Mr. Welcher,

At the meeting held on Tuesday, November 5, 2024, and continued November 12, 2024, the Augusta, Georgia Commission, acted on the following items:

18. Approved Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to begin development in the Pebble Creek Area and support the construction of two (2) single family units to be sold to low income homebuyers.
19. Approved Housing and Community Development Department's (HCD's) request to provide funding to McKie Hayes Enterprise to continue development in the Turpin Hills Area and support the construction of one (1) single family unit to be sold to a low-income homebuyer.
20. Approved Housing and Community Development Department's (HCD's) request to provide funding to Reality Dream House in becoming a developer for the Turpin Hills Area and support the construction of one (1) single family unit to be sold to a low-income homebuyer.

If you have any questions, please contact me.

In Service,

  
Tameka Allen, Administrator

TA/nd

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
AUGUSTA, GEORGIA  
&  
CAPITALRISE, LLC  
FOR  
2023 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**“4104 Darsey Ct. – Single Family”**

This First Amendment to the agreement executed by and between the Parties on December 11, 2024, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between AUGUSTA, GEORGIA, (hereafter referred to as “Augusta”), and CAPITALRISE, LLC. (hereinafter referred to as the “CAPITALRISE”).

WHEREAS, AUGUSTA desires to amend the original agreement to allow the CAPITALRISE to effectively administer its HOME eligible affordable housing development activities;

WHEREAS, the CAPITALRISE has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and CapitalRise, LLC agree to amend said agreement as follows:

(1)

Article I Section B. Use of Funds. Construction shall be revised to provide additional funding in the amount of \$ 31,643.26 of HOME funding to support the predevelopment cost and the construction of a single-family unit located at 4104 Darsey Court.

**B. Use of Funds**

HOME Program funds shall be used by the CAPITALRISE for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose is not permitted. The following summarizes the proposed uses of funds under this agreement:

**A. Construction**

An amount not to exceed \$ 84,686.26 shall be expended by the CAPITALRISE to support the construction of an affordable single-family housing units to be made available for purchase by HOME program eligible low and moderate home buyers.



Original contract states not to exceed \$ 75,000.00 whereas amendment adds an additional \$ 9,686.26 to support construction cost.

**B. Soft Cost (Pre-Development)**

An amount not to exceed \$ 21,957.00 in HOME funds shall be expended by CapitalRise from Year 2023 HOME Program funds for predevelopment cost such as land, surveys and etc., costs as related to the development of one (1) single family unit on Darsey Ct in the Pebble Creek Community.

C. *Initial:* \_\_\_\_\_

Article II Section D shall be revised to show the additional funding with the following:

**D. Project Budget: Limitations**

CAPITALRISE shall be paid a total consideration of \$106,643.26 for full performance of the services specified under this Agreement. Contingency may be used only if HCD approves the additional funding for unexpected costs. Any cost above this amount shall be the sole responsibility of CAPITALRISE. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and CAPITALRISE.

The CAPITAL RISE shall adhere to the following budget in the performance of this contract:

Soft Cost	\$ 31,643.26
Construction	\$ 84,686.26

---

---

<b>Total Project Activity Cost</b>	<b>\$ 106,643.26</b>
------------------------------------	----------------------

Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set as of the date first written above.

\_\_\_\_\_  
**CAPITALRISE, LLC**

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

**ATTEST: AUGUSTA, GEORGIA**  
(The City)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tameka Allen  
As its City Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

**FIRST AMENDMENT  
TO  
AGREEMENT BETWEEN  
AUGUSTA, GEORGIA  
&  
CAPITALRISE, LLC  
FOR  
2023 HOME INVESTMENT PARTNERSHIPS PROGRAM**

**“4105 Darsey Ct. – Single Family”**

This First Amendment to the agreement executed by and between the Parties on December 11, 2024, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between AUGUSTA, GEORGIA, (hereafter referred to as “Augusta”), and CAPITALRISE, LLC. (hereinafter referred to as the “CAPITALRISE ”).

WHEREAS, AUGUSTA desires to amend the original agreement to allow the CAPITALRISE to effectively administer its HOME eligible affordable housing development activities;

WHEREAS, the CAPITALRISE has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and CapitalRise, LLC agree to amend said agreement as follows:

(1)

Article I Section B. Use of Funds. Construction shall be revised to provide additional funding in the amount of \$ 30,136.26 of HOME funding to support the predevelopment cost and the construction of a single-family unit located at 4105 Darsey Court.

**B. Use of Funds**

HOME Program funds shall be used by the CAPITALRISE for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose is not permitted. The following summarizes the proposed uses of funds under this agreement:

**A. Construction**

An amount not to exceed \$ 84,686.26 shall be expended by the CAPITALRISE to support the construction of affordable single-family housing units to be made available for purchase by HOME program eligible low and moderate home buyers.

Original contract states not to exceed \$ 75,000.00 whereas amendment adds an additional \$ 9,686.26 to support construction cost.

**B. Soft Cost (Pre-Development)**

An amount not to exceed \$ 20,450.00 in HOME funds shall be expended by CapitalRise from Year 2023 HOME Program funds for predevelopment cost such as land, surveys and etc., costs as related to the development of one (1) single family unit on Darsey Ct in the Pebble Creek Community.

C. *Initial:* \_\_\_\_\_

Article II Section D shall be revised to show the additional funding with the following:

**D. Project Budget: Limitations**

CAPITALRISE shall be paid a total consideration of \$105,136.26 for full performance of the services specified under this Agreement. Contingency may be used only if HCD approves the additional funding for unexpected costs. Any cost above this amount shall be the sole responsibility of CAPITALRISE. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and CAPITALRISE.

The CAPITALRISE shall adhere to the following budget in the performance of this contract:

Soft Cost	\$ 20,450.00
Construction	84,686.26

---

---

<b>Total Project Activity Cost</b>	<b>\$ 105,136.26</b>
------------------------------------	----------------------

Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set as of the date first written above.

\_\_\_\_\_  
**CAPITALRISE, LLC**

\_\_\_\_\_  
Date

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

**ATTEST: AUGUSTA, GEORGIA**  
(The City)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tameka Allen  
As its City Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk



## Administrative Services Committee

Meeting Date: April 15, 2025

Bid Item #24-905; Augusta Municipal Building Leak Investigation

---

<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Motion to approve the award of bid #24-905; Augusta Municipal Building Leak Investigation in the total amount of \$85,578.00 (\$60,578.00 plus a contingency of \$25,000.00) to be performed by Midwest Maintenance, Inc.
<b>Background:</b>	The project relates to a leak investigation for the Municipal Building facility, located at 535 Telfair Street in Augusta, GA. Work will be performed in accordance to plans and specification provided by Midwest Maintenance, Inc.
<b>Analysis:</b>	Central Services recommends award to Midwest Maintenance, Inc., as the company submitted the lowest compliant bid.
<b>Financial Impact:</b>	\$85,578.00, Capital (\$60,578.00 + \$25,000.00 contingency) 272016211/54.13120
<b>Alternatives:</b>	A -Award bid B -Do not award bid
<b>Recommendation:</b>	Motion to approve the award of bid #24-905; Augusta Municipal Building Leak Investigation in the total amount of \$85,578.00 (\$60,578.00 plus a contingency of \$25,000.00) to be performed by Midwest Maintenance, Inc.
<b>Funds are available in the following accounts:</b>	\$85,578.00, Capital (\$60,578.00 + \$25,000.00 contingency) 272016211/54.13120
<b><u>REVIEWED AND APPROVED BY:</u></b>	

### Invitation to Bid

Sealed bids will be received at this office until **Wednesday, October 16, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **870 4528 6188**; Passcode: **24905** for furnishing:

**Bid Item #24-905      Augusta Municipal Building - Leak Investigation for Augusta, GA – Central Services Department -Facilities Maintenance Division**

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from ARC Southern. **The fees for the plans and specifications which are non-refundable is \$150.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.e-arc.com](http://www.e-arc.com)) at no charge through ARC Southern (706 821-0405) beginning **Thursday, September 5, 2024**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, September 30, 2024 @ 11:00 a.m. Via Zoom Meeting ID: 830 2309 0643; Passcode: 24905. Optional Site Visit will be held on Tuesday, October 1, 2024; please contact Ron Lampkin at (706) 828-7174 in advance.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, October 2, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      September 5, 12, 19, 26, 2024  
Metro Courier      September 5, 2024



**Bid Opening: Bid Item #24-905 Augusta Municipal Building- Leak Investigation  
for Augusta, GA-Central Services Department-  
Facilities Maintenance Division  
Bid Date: Friday, November 15, 2024 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 9  
Total Electronic Notifications (Demandstar): 38  
Georgia Procurement Registry: 151  
Total packages submitted: 2  
Total Noncompliant: 0**

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Bid Bond	Bid Total
Midwest Maintenance, Inc. 101 Fox Drive Piqua, OH 45356	YES	YES	417220	YES	YES	\$60,578.00
Kuhlke Construction & Associates, Inc. 3704 Benchmark Drive Augusta, GA 30909	YES	YES	247102	YES	YES	\$147,620.00





## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta GA 30906  
(706) 828-7174 Phone (706) 799-5077 Fax

### MEMORANDUM

**TO:** Mr. Darrell White, Interim Director, Procurement Department  
**FROM:** Mr. Ron Lampkin, Interim Director, Central Services Department  
**DATE:** February 19, 2025  
**SUBJECT:** Bid Item #24-905; Augusta Municipal Building – Leak Investigation

---

On Friday, November 14, 2024, the Central Services Department – Facilities Maintenance Division received proposals for Bid Item #24-905; Augusta Municipal Building – Leak Investigation. Midwest Maintenance, Inc submitted the lowest compliant bid for a total of \$60,578.00 plus a contingency of 25,000.00.

The Central Services Department recommends the award of a contract to Midwest Maintenance, Inc. This company will perform the required work utilizing the specification provided in the bid scope.

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

cc: Ron Lampkin  
Maria Rivera-Rivera

**CONTRACT MANAGEMENT**  
**1829 KILLINGSWORTH RD.**  
**AUGUSTA, GA 30904**

**KUHLKE CONSTRUCTION**  
**3704 BENCHMARK DR.**  
**AUGUSTA, GA 30909**

**R.W. ALLEN LLC**  
**1015 BROAD STREET**  
**AUGUSTA, GA 30901**

**ACC CONSTRUCTION CO**  
**635 NORTHWEST FRONTAGE**  
**AUGUSTA, GA 30907**

**RCN CONSTRUCTION**  
**1115 FRANKE INDUSTRIAL BLVD.**  
**AUGUSTA, GA 30909**

**MCKNIGHT CONSTRUCTION**  
**635 NE FRONTAGE RD**  
**AUGUSTA, GA 30907**

**BOWLES CONSTRUCTION, INC.**  
**2112 HIGHLAND AVE.**  
**AUGUSTA, GA 30904**

**BLOUNT'S COMPLETE HOME**  
**2907 C OLD TOBACCO RD.**  
**HEPHZIBAH, GA 30815**

**ATTN: PAT PATRICK**  
**MCKNIGHT CONSTRUCTION CO**  
**P. O. BOX 204718**  
**AUGUSTA GA 30917**

**LANDMARK PRESERVATION,**  
**P.O. BOX 8604**  
**SAVANNAH, GA 31412**

**PROQUA CORPORATION**  
**1827 KILLINGSWORTH RD.**  
**AUGUSTA, GA 30904**

**LARRY MCCORD DESIGN BUILD**  
**2016 HIGHLAND AVE**  
**AUGUSTA, GA 30904**

**CONTINENTAL CONSTRUCTION**  
**4190 CROSSTOWNE COURT**  
**EVANS, GA 30809**

**HEAVENER & ASSOCIATES**  
**CONSTRUCTION**  
**PO BOX 14129**  
**AUGUSTA, GA 30919**

**ATTN: TODD L. SELKE**  
**SHENANDOAH RESTORATIONS**  
**10229 BROAD RIVER ROAD**  
**IRMO, SC 29063**

**THOMPSON BUILDING WRECKING CO.**  
**631 11TH STREET**  
**AUGUSTA, GA 30901**

**S. D. CLIFTON CONSTRUCTION**  
**4324 WHEELER ROAD**  
**AUGUSTA, GA 30907**

**DABBS-WILLIAMS GC**  
**ATTN JAY JAMES**  
**319 S WALNUT STREET**  
**STATESBORO GA 30459**

**PHYLISS JOHNSON**  
**COMPLIANCE DEPT.**

**RON LAMPKIN**  
**CENTRAL SERVICE**

**BID ITEM #24-905 AUGUSTA MUNICIPAL**  
**BUILDING-LEAK INVESTIGATION for**  
**AUGUSTA, GA-CENTRAL SERVICES**  
**DEPARTMENT**  
**BID DUE: Wednesday,10/16/24 @ 11:00 a.m.**

**BID ITEM #24-905 AUGUSTA MUNICIPAL**  
**BUILDING-LEAK INVESTIGATION for**  
**AUGUSTA, GA-CENTRAL SERVICES**  
**DEPARTMENT**  
**Mail Date: 09/06/24**

**Nancy M. Williams**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Friday, September 6, 2024 5:39 PM  
**To:** Nancy M. Williams  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000080

Dear Nancy Williams,  
nwilliams@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2025-000000080  
**Event Title:** ITB 24-905 Municipal Bldg. Leak Investigation  
**Event Type:** Non-State Agency

Process Log

2024/09/06 17:37:53 : Log starts for - 17532968 - EVENT\_RELEASE\_TO\_SUPL  
2024/09/06 17:37:55 : Email Process Log for the Event#: PE-72155-NONST-2025-000000080  
2024/09/06 17:37:55 : Email Batch# 2409063236  
2024/09/06 17:37:55 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2024/09/06 17:38:50 : Total No of Contacts found for sending Email: 148  
2024/09/06 17:38:50 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:  
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000080&sourceSystemType=gpr20>

09/06/2024 05:38:50 PM

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

## Planholders

Add Supplier

Export To Excel

## Supplier (9)

Supplier

Download Date

Dodge Data	09/06/2024
McKim & Creed, Inc.	09/08/2024
Meetze Plumbing	11/01/2024
Midwest Maintenance, Inc.	09/30/2024
NOVA Engineering & Environmental, LLC	10/18/2024
Onvia, Inc. - Content Department	09/06/2024
PICA Corp	10/18/2024
Simpson Gumpertz & Heger	09/13/2024
Structural Preservation Systems LLC	10/30/2024

Add Supplier

## Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

## Documents

Filename	Type	Action
24-905_ITB	Bid Document / Specifications	<a href="#">View</a> <a href="#">History</a>



## Administrative Services Committee

Meeting Date: Tuesday, April 15, 2025

### Emergency – Augusta Judicial Center Power Generator Automatic Transfer Switch (ATS) Replacement

---

<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
<b>Background:</b>	After an assessment of the emergency backup generator at the Augusta Judicial Center, it was found that the transfer switch is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.
<b>Analysis:</b>	Georgia Power will perform the replacement of the Automatic Transfer Switch.
<b>Financial Impact:</b>	<p>\$25,862.00</p> <p>GL: 330-05-1120/53.19130</p> <p>JL: 225-05-1130/53.19130</p>
<b>Alternatives:</b>	<p>A – Receive as information</p> <p>B – Do not receive as information</p>
<b>Recommendation:</b>	Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
<b>Funds are available in the following accounts:</b>	<p>\$25,862.00</p> <p>GL: 330-05-1120/53.19130</p> <p>JL: 225-05-1130/53.19130</p>



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

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

### MEMORANDUM

*D. White*  
3/25/25

**TO:** Darrell White, Interim Director, Procurement Department  
**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department  
**DATE:** March 24, 2025  
**SUBJECT:** Emergency Memo – Augusta Judicial Center Emergency Generator

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Augusta Judicial Center in relation to the emergency generator.

After an assessment of the emergency backup generator at the Augusta Judicial Center, it was found that the transfer switch is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.

Please process a purchase order for Georgia Power, in the amount of \$25,862.00 for the needed replacement of the Automatic Transfer Switch.

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

RL/mcrr

**AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT**

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

REQUISITION:  
 REQUISITION DATE: 03/24/2025  
 PURCHASE ORDER NUMBER:  
 PURCHASE ORDER DATE:

VENDOR			NAME OF BIDDER		NAME OF BIDDER	
PHONE NUMBER			Georgia Power			
QUOTED BY			770-550-5370			
			Tammy Harrington			
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	PROVIDE AND REPLACE THE FAILED AUTOMATIC TRANSFER SWITCH (ATS) WITH A NEW ASCO 300 SERIES 480 VOLT 400 AMP 3 POLE NEMA 1 ATS @ THE AUGUSTA JUDICIAL CENTER LOCATED @ 735 JAMES BROWN BLVD	1	\$ 25,862.00	\$ 25,862.00		
2						
3						
4						
5						
6	*Emergency - Augusta Judicial Center ATS					
7	Proposal February 25, 2025					
8	Funding is available in the following accounts:					
9	GL: 330-05-1120 / 53.19130					
10	JL: 225-05-1130 / 53.19130					
11						
12						
13						
14						
TOTAL BID			\$	25,862.00		
SHIPPING CHARGES						
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER						



## Katie Cornelius

---

**From:** Darrell White  
**Sent:** Thursday, February 20, 2025 9:41 AM  
**To:** Katie Cornelius  
**Cc:** Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Audrey Sutton; Nancy M. Williams  
**Subject:** RE: Emergency Request - Augusta Judicial Center ATS Replacement  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please proceed with this request.

**From:** Katie Cornelius <KCornelius@augustaga.gov>  
**Sent:** Thursday, February 20, 2025 9:40 AM  
**To:** Darrell White <DWhite2@augustaga.gov>  
**Cc:** Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>  
**Subject:** Emergency Request - Augusta Judicial Center ATS Replacement  
**Importance:** High

Good morning,

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

- Augusta Judicial Center
  - After an assessment, it was found that the transfer switch to the power generator at this facility is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.

To resolve this issue, we are requesting approval to contact several vendors to provide the necessary services for the replacement and installation of the transfer switch.

Please contact us with any questions or concerns regarding this information.

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](mailto:KCornelius@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)

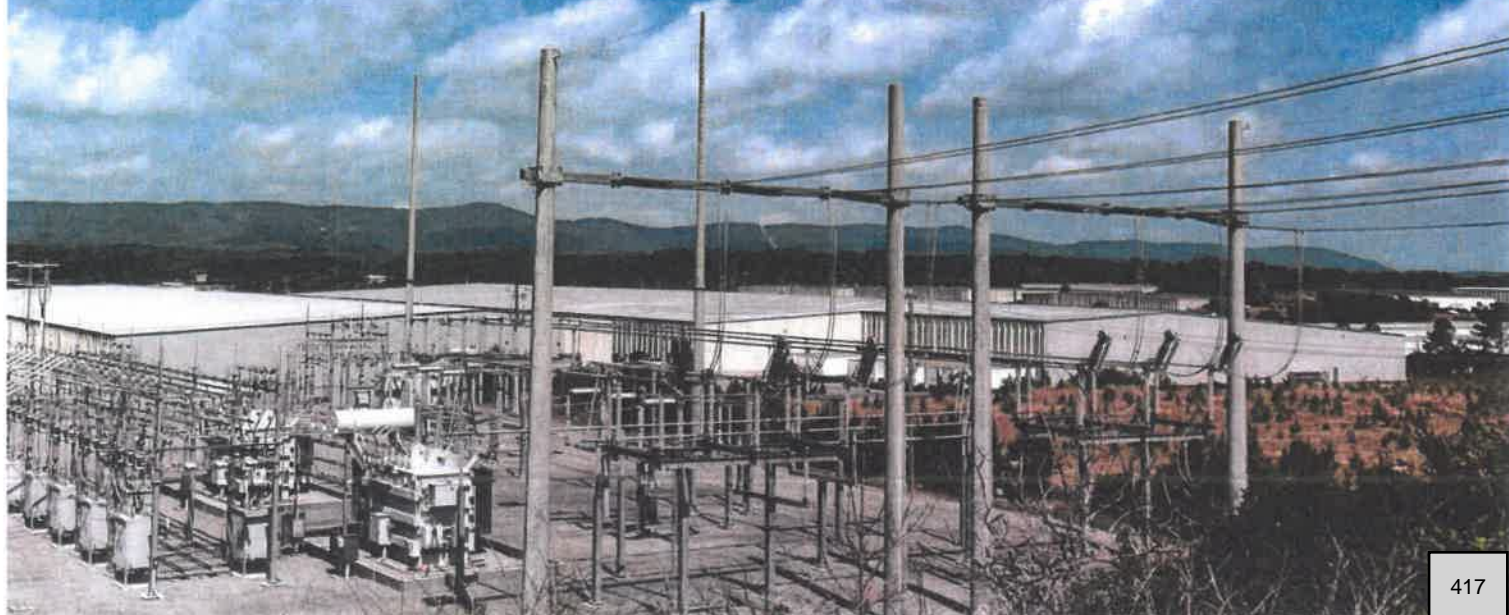




# Proposal for AUGUSTA RICHMOND COUNTY

Augusta Richmond County Honorable Carl E.  
Brown Jr Judicial Center - Automatic Transfer  
Switch

Tuesday, February 25, 2025





# Proposal

1769 Sands Place  
Customer Solutions  
Marietta, GA 30067  
770-550-5370

Tuesday, February 25, 2025

## **AUGUSTA RICHMOND COUNTY**

Maria Rivera-Rivera  
Deputy Director, Facilities  
Augusta-Richmond County – Central Services Department

## **Re: Augusta Richmond County Honorable Carl C Brown Jr Judicial Center- Automatic Transfer Switch**

Georgia Power Company is pleased to offer you our proposal to provide and replace the failed Automatic Transfer Switch (ATS) at the Judicial Center located at 735 James Brown Blvd, Augusta GA 30901.

### **Scope of work:**

- Replace the failed Generac transfer switch with a new Asco 300 series, 480 Volt, 400-amp, 3 pole Nema 1, automatic transfer switch.
- Work will be performed and completed outside of normal business hours.
- ATS will be tested under building load before site departure and operation verified.
- This proposal will include powering down and removing the existing automatic transfer switch, installation and start-up of the new automatic transfer switch, as well as warranty registration.

### **Exceptions/Clarifications**

1. Proposal is based on project specifications, project electrical system sheets, site visits, and/or communications with Georgia Power; any alterations to quantities and/or functions by the Owner, Architect, Engineer, Local and/or State Fire Marshal's Office shall incur a change in the quoted price.
2. Payment Terms:
  - a. 50% due upon contract execution.
  - b. 25% due upon major equipment delivery.
  - c. 25% due at completion of project.
3. The quoted price **does not** include the following:
  - a. Local, State, or Federal Sales Tax
  - b. Bid bond, performance or payment bond
  - c. Accelerated schedule
  - d. Spare parts



### Warranty

Georgia Power shall provide the manufacturer's standard warranty on all new equipment beginning at equipment start up. We shall also provide a one-year warranty covering material furnished by Georgia Power excluding Acts of God, fire, theft, vandalism or tampering by unauthorized personnel. All warranty work shall be completed during normal working hours. If warranty work is requested for after hours or on holidays it will be billed based on the afterhours and holiday work service rates.

### The total project price is \$25,862.00 which excludes taxes

Notes:

- o Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- o Utility Services not responsible for damages Resulting from "pre-existing conditions"
- o This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

***This proposal is subject to, and is pending final approval by Georgia Power management subsequent to customer acceptance.***

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

***Tammy Harrington***

Customer Solutions - Georgia Power Company  
Phone – 770-550-5370 - Email – [TJHARRIN@southernco.com](mailto:TJHARRIN@southernco.com)

---

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

**AUGUSTA RICHMOND COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: - Terms and Conditions

### TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnitee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnitee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.

**Katie Cornelius**

---

**From:** Scarlet Green  
**Sent:** Monday, March 24, 2025 8:58 AM  
**To:** Katie Cornelius  
**Cc:** Maria Rivera-Rivera; Arlene New; Ron Lampkin  
**Subject:** FW: AJC Transfer Switch  
**Attachments:** A J C Transfer Switch 1.pdf; RE: Emergency Request - Augusta Judicial Center ATS Replacement

Katie,

Please use the account numbers below for the AJC transfer switch.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Timothy Schroer <tschroer@augustaga.gov>  
**Sent:** Thursday, March 20, 2025 5:32 PM  
**To:** Scarlet Green <SGreen@augustaga.gov>  
**Cc:** Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Arlene New <anew@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Rachel McFatridge <RMcFatridge@augustaga.gov>  
**Subject:** RE: AJC Transfer Switch

Done

GL 330-05-1120 / 5319130  
 JL 225051130 / 5319130

Ledger: JL  
Report Date: 03/20/2025

**JL Budgets and Actuals with Encumbrances**

Fiscal Year:  
Fiscal Period:  
Budget Version:

<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Ba</u>
225051130	Augusta Judicial Center				
5319130	R & M-Equipment	25,900.00	0.00	0.00	25,
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	25,900.00	0.00	0.00	25
	Net:	-25,900.00	0.00	0.00	-25
	Grand Total (RV & TI):	0.00	0.00	0.00	
	Grand Total (XP & TO):	25,900.00	0.00	0.00	25
	Net:	-25,900.00	0.00	0.00	-25

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

| 535 Telfair St., Suite 800 | Augusta, GA 30901 | [www.augustaga.gov](http://www.augustaga.gov)  
✉ [tschroer@augustaga.gov](mailto:tschroer@augustaga.gov) | Office: 706.821.1741 | Mobile: 706.840.6226 | Fax: 706.821.2520

From: Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>

Sent: Thursday, March 20, 2025 11:58 AM

To: Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>

Cc: Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Arlene New  
<[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge  
<[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>

Subject: FW: AJC Transfer Switch

Good morning,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Scarlet Green  
**Sent:** Tuesday, March 18, 2025 3:23 PM  
**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
**Cc:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
**Subject:** FW: AJC Transfer Switch

Good afternoon,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Scarlet Green  
**Sent:** Friday, March 14, 2025 9:57 AM  
**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
**Cc:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
**Subject:** FW: AJC Transfer Switch

Hey Tim,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Scarlet Green  
**Sent:** Wednesday, March 12, 2025 1:57 PM  
**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
**Cc:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
**Subject:** FW: AJC Transfer Switch

Hey Tim,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>  
**Sent:** Wednesday, March 12, 2025 10:58 AM  
**To:** Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>

Cc: Timothy Howard <[THoward@augustaga.gov](mailto:THoward@augustaga.gov)>

Subject: AJC Transfer Switch

Good afternoon,

Please proceed with the request of a purchase order for this emergency.

Thanks,

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](mailto:MRivera-Rivera@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



---

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

AED:104.1



### Administrative Services Committee

Meeting Date: Tuesday, April 15, 2025

#### Emergency – Augusta Judicial Center Power Generator Automatic Transfer Switch (ATS) Replacement

---

<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
<b>Background:</b>	After an assessment of the emergency backup generator at the Augusta Judicial Center, it was found that the transfer switch is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.
<b>Analysis:</b>	Georgia Power will perform the replacement of the Automatic Transfer Switch.
<b>Financial Impact:</b>	\$25,862.00 GL: 330-05-1120/53.19130 JL: 225-05-1130/53.19130
<b>Alternatives:</b>	A – Receive as information B – Do not receive as information
<b>Recommendation:</b>	Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
<b>Funds are available in the following accounts:</b>	\$25,862.00 GL: 330-05-1120/53.19130 JL: 225-05-1130/53.19130



## Administrative Services Committee Meeting

Meeting Date:

2025 – Engineering Department Bid #24-181A, Motor Grader Lease

<b>Department:</b>	Central Services – Fleet Management
<b>Presenter:</b>	Ron Lampkin; Interim Central Services Director
<b>Caption:</b>	Motion to approve the lease of two Motor Graders from Yancey Brothers Company for the Engineering Department at a total cost of \$441,554.00 under a 48-month lease contract (Bid 24-181A)
<b>Background:</b>	<p>The current lease for assets #221002 and asset #221003 is set to expire, and replacement is necessary to meet ongoing operational needs. The Motor Graders are essential for maintenance of rural roads and are used extensively for various construction projects, making their continued availability critical to the department's functions.</p> <p>Each unit costs \$220,777 with a monthly lease payment of \$4,599.52. The total cost for both units over the 48 – month contract period is \$441,554.</p>
<b>Analysis:</b>	<p>The Procurement Department published a competitive bid using the Demand Star national electronic bid application for Motor Graders (Lease). The department provided justification supporting the recommendation to Yancey Brothers, which was reviewed and approved by Procurement with the following results:</p> <p>Bid 24-181A Motor Grader Lease:</p> <ul style="list-style-type: none"> <li>Yancey Brothers of Augusta, GA: 2024 Caterpillar 140 – 48-month lease - \$220,777 per unit</li> <li>Central Atlanta Tractor Sales Inc.: 2024 Sany SMG200 – 48-month lease - \$215,716.32 per unit</li> <li>Dobbs Equipment Southeast: 2024 John Deere 670G – 48-month lease - \$252,118 per unit</li> </ul> <p>The Engineering Department also provided the following justification for the award to Yancey:</p> <ol style="list-style-type: none"> <li>1) Machine familiarity</li> <li>2) Guarantee of factory -warranted parts and service directly from the manufacturer/dealer within 25 miles of Augusta.</li> <li>3) Low vendor provided several unacceptable executions to the specifications.</li> </ol>
<b>Financial Impact:</b>	<p>Funding is available in the following accounts:</p> <ul style="list-style-type: none"> <li>101-04-1260/52-24219</li> </ul>
<b>Alternatives:</b>	(1) Approve (2) Do not approve

**Recommendation:** Motion to approve the lease of two Motor Graders from Yancey Brothers Company for the Engineering Department at a total cost of \$441,554.00 under a 48-month lease contract.

**Funds are available in the** 101-04-1260/52.24219  
**following accounts:**

**REVIEWED AND** N/A  
**APPROVED BY:**

This General Liability and Physical Damage Self-Insurance Rider ("Self-Insurance Rider") between Caterpillar Financial Services Corporation ("we", "us" or "our") and AUGUSTA, GEORGIA ("you" or "your") is attached to and forms part of the Governmental Lease for the Contract Number set out above (the "Agreement").

1. PARTIES

LESSOR	LESSEE
CATERPILLAR FINANCIAL SERVICES CORPORATION	AUGUSTA, GEORGIA
2120 West End Avenue	535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE
Nashville, TN 37203	AUGUSTA, GA 30901

2. TERMS AND CONDITIONS

- a. Notwithstanding anything to the contrary contained in the Agreement, you may self-insure against (A) general liability risks including, but not limited to, liability coverage for personal injuries, death and damages to property owned by third parties with respect to or caused by the Units, and (B) physical damage to the Units, to the extent that you self-insure equipment which you own or lease that is similar in nature to the Units against such damage and risks, provided (i) no Event of Default has occurred and is continuing, and (ii) such self-insurance program is not and does not become, in our opinion, inconsistent with prudent industry practice with respect to equipment similar in nature to the Units.
- b. You will deliver to us, on or before the Delivery Date of each Unit with respect to which you will self-insure, a Self-Insurance certificate substantially in the form on the reverse and will provide us with such evidence as we may reasonably request regarding your method of accounting for such self-insurance, including, but not limited to, copies of your books and records showing the establishment and maintenance of satisfactory insurance reserve.
- c. Except as supplemented by this Self-Insurance Rider, the Agreement remains in full force and effect and is enforceable in accordance with its terms, including all provisions governing your obligations with respect to insurance for the Units.

SIGNATURE

CATERPILLAR FINANCIAL SERVICES CORPORATION	AUGUSTA, GEORGIA
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

**CERTIFICATE**

This is to acknowledge that AUGUSTA, GEORGIA ("you" or "your") is under a self-insurance program for (A) general liability risks and (B) physical damage with respect to the Units leased, sold, financed or otherwise securing obligations under the Governmental Lease, Contract Number 001-70176137 (the "Agreement"), between Caterpillar Financial Services Corporation ("we", "us" or "our") and you. You hereby certify that the self-insurance program (i) will be primary without right of contribution from any insurance carried by us; and (ii) will guarantee payment to us for any and all costs and expenses incurred by us in connection therewith, including, but not limited to, reasonable attorney's fees, losses, damage or liability asserted against us with respect to the Units. In the event the Agreement is assigned to a partnership or trust, the terms "we", "us" or "our" as used herein will mean and include such partnership or trust and each partner therein or beneficiary thereof.

**SIGNATURE****AUGUSTA, GEORGIA**

Signature \_\_\_\_\_

Name(Print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



# NEXT

Complete these five items to get started.



Complete and sign all documents in this package.

Submit completed and signed documents by clicking FINISH at the end of your documents.

Open and review your executed document package after you receive your confirmation email confirming all parties have signed.

Register for MyCatFinancial to manage your account anytime and anywhere via desktop or with the free mobile app.

Enroll in Auto Pay for one less thing to worry about. Skip the hassle of manually paying your bill every month and focus on running your business.



## REGISTER FOR MYCATFINANCIAL

1. Visit [mycatfinancial.com](http://mycatfinancial.com) and select your country/language. You can also download the free app on your mobile device from the App Store or Google Play.
2. Click CREATE ACCOUNT in the white box
3. Input the required registration information
4. Click CONTINUE
5. Enter the code sent to your email
6. Click VERIFY
7. Create your password
8. Click CONTINUE
9. Click LINK A CONTRACT



a. Contract Number: 001-70176137

b. Serial/Customer Number: EB201498, EB201499

c. Commencement Date: \_\_\_\_\_

- Apply for a Cat Card
- Make a payment
- Enroll in Auto Pay
- Request a payoff quote
- Review your contracts and invoices
- And more!



## ACCOUNT FEATURES



## ENROLL IN AUTO PAY

1. Login to MyCatFinancial and click ENROLL/MANAGE AUTO PAY in account settings (located at the top right of your screen)
2. Select the contracts you want to enroll in Auto Pay and click ENROLL
3. Enter your banking information for the recurring payment
4. That's it. Your payment will be automatically withdrawn from your account every month



## CONTACT US

Have questions about your account? We can help.

Hours: Monday – Friday | 7 a.m. – 6 p.m. CST

Phone: 1-800-651-0567

Email: [NABC.CustomerService@cat.com](mailto:NABC.CustomerService@cat.com)



## PUT IT ON YOUR CAT® CARD

Cat Card is the fast, easy way to pay for parts, service, rentals and more — with no annual fee, competitive rates, flexible payment terms\* and Cat Vantage Points earned on every qualifying purchase.\*\* Use your Cat Card at participating Cat dealers, The Cat Rental Store and online at [Parts.cat.com](http://Parts.cat.com) and Cat Central to get what you need and get back to work. Learn more at [catcard.com](http://catcard.com).

### PREVENTING FRAUD TOGETHER

Cat Financial is committed to helping you keep your personal and financial information secure. Find out how you can protect yourself against fraudulent activity by [visiting our website](#).

\* Financing is subject to credit approval by Caterpillar Financial Commercial Account Corporation for US customers, and Caterpillar Financial Services Limited for Canadian customers. Not all customers will qualify. Additional terms and conditions may apply. Visit [Catcard.com](http://Catcard.com) or contact your Cat dealer for more information. Offers subject to change without prior notice. Additional terms and conditions may apply.

\*\* Cat Vantage Points are earned on qualifying purchases at participating Cat dealers, The Cat Rental Store and approved online retailers — either [Parts.Cat.Com](http://Parts.Cat.Com) or Cat Central. Cat Vantage Points can be redeemed for Cat Credits to be used on future purchases of parts, service, sales, rentals and work tools at participating Cat dealers, The Cat Rental Store and approved online retailers. Availability to use Cat Credits on [Parts.Cat.Com](http://Parts.Cat.Com) and Cat Central varies by dealer. Not all dealers will participate. Visit [cat.com/catcardrewards](http://cat.com/catcardrewards) for full details on earning Cat Vantage Rewards through your Cat Card, as well as rules governing Cat Credits.

## Document Checklist – Governmental Lease

These documents were prepared especially for:  
AUGUSTA, GEORGIA  
535 TELFAIR STREET ST 800 ATTN: LISA SHERROUSE  
AUGUSTA, GA 30901

Dealer: YANCEY BROS. CO., D500  
Contract Number 001-70176137  
Transaction Number: 4843770  
Comments:

Date: 03/24/2025  
Time: 12:40:29 PM

Customer Executed Documents	Comments
<input type="checkbox"/> Governmental Lease Document	
<input type="checkbox"/> Insurance-Liability and Physical Damage	
<input type="checkbox"/> Advance Payment (cross out if N/A)	
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	
<input type="checkbox"/> Title applied for (cross out if N/A)	
<input type="checkbox"/> Customer Information Verification	
<input type="checkbox"/> Any necessary Riders/Amendments	
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	
<input type="checkbox"/> Other _____	
<input type="checkbox"/> 8038G / CG Form	
<input type="checkbox"/> Request for Minutes	
<input type="checkbox"/> Opinion of Counsel	
<input type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	

Dealer Executed Documents
<input type="checkbox"/> Purchase Agreement
<input type="checkbox"/> Dealer Invoice
<input type="checkbox"/> All Credit Conditions Met

\*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by:

Print Name:

Date:

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.

## 1. PARTIES

LESSOR ("we", "us", or "our"):

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37203

LESSEE ("you" or "your"):

**AUGUSTA, GEORGIA**  
535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE  
AUGUSTA, GA 30901

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

## 2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	MONTHLY LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
1 New 2025 Caterpillar 140-15 Motor Grader	EB201498	SEE ATTACHMENT	\$135,000.00	_____
1 New 2025 Caterpillar 140-15 Motor Grader	EB201499	SEE ATTACHMENT	\$135,000.00	_____

## TERMS AND CONDITIONS

**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.49% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.
- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may

substitute by notice to the other, which notice will be effective upon its receipt.

**14. Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the

required condition. Until the Units are returned as required, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

**15. Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

**16. Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

**SIGNATURES**

**LESSOR**                      **CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature                      \_\_\_\_\_

Name (Print)                      \_\_\_\_\_

Title                      \_\_\_\_\_

Date                      \_\_\_\_\_

**LESSEE**                      **AUGUSTA, GEORGIA**

Signature                      \_\_\_\_\_

Name (Print)                      \_\_\_\_\_

Title                      \_\_\_\_\_

Date                      \_\_\_\_\_

**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Georgia (the "State") authorize AUGUSTA, GEORGIA (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

**[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]**

Name (Print or Type)	Title (Print or Type)
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, \_\_\_\_\_, \_\_\_\_\_ of AUGUSTA, GEORGIA, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

**SIGNATURE [To be signed by authorized individual.]**

Signature   
Title   
Date

This Addendum ("Addendum") between Caterpillar Financial Services Corporation ("we", "us" or "our") and the Lessee identified below ("you" or "your") is attached to and forms part of the Governmental Lease-Purchase Agreement for the Contract Number set out above (the "Agreement"). Capitalized terms used but not defined herein will have the meaning given them in the Agreement.

1. PARTIES

LESSOR:	LESSEE:
CATERPILLAR FINANCIAL SERVICES CORPORATION 2120 West End Avenue Nashville, TN 37203	AUGUSTA, GEORGIA 535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE AUGUSTA, GA 30901

2. RECITALS

- a. The Agreement does not include those municipal contract limitations and termination provisions required by Official Code of Georgia Annotated § 36-60-13.
- b. We and you desire to execute this Addendum to incorporate into the Agreement the limitations on multi-year lease and purchase by municipalities in the State of Georgia.

3. TERMS AND CONDITIONS

- a. The Agreement will terminate absolutely and without further obligation on your part at the close of the calendar year in which the Agreement is executed and at the close of each succeeding calendar year for which it may be renewed.
- b. The Agreement will automatically renew for each succeeding calendar year provided therein unless you take positive action to terminate the Agreement by providing written notice to us at least thirty (30) days prior to January 1 of such calendar year.
- c. Your total obligation under the Agreement for each calendar year is as follows:

Calendar Year 1*	\$
Calendar Year 2	\$
Calendar Year 3	\$
Calendar Year 4	\$
Calendar Year 5	\$
Calendar Year 6	\$

\*Calendar year in which the Agreement is executed.

- d. Title to the Units will remain in us until you fully pay your obligations under the Agreement.
- e. The Agreement will terminate immediately and absolutely at such time as your appropriated and otherwise unobligated funds are no longer available to satisfy your obligations under the Agreement.
- f. In the event of any conflict or inconsistency between the Agreement and this Addendum, this Addendum will control.

**SIGNATURES**

**LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION**

**LESSEE: AUGUSTA, GEORGIA**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Purchase Agreement  
Contract Number 001-70176137

This Purchase Agreement is between YANCEY BROS. CO. ("Vendor") and Caterpillar Financial Services Corporation ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

Description of Unit(s)	Serial#	VIN #	Freight	Total Price
(1) 140-15 CATERPILLAR Motor Grader	EB201498		\$	\$304,419.00
(1) 140-15 CATERPILLAR Motor Grader	EB201499		\$	\$304,419.00
Lessee: AUGUSTA, GEORGIA 535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE AUGUSTA, GA 30901				Subtotal \$608,838.00
				Federal Excise Tax \$0.00
				Other Tax \$0.00
				Total Purchase Price \$608,838.00
				Unit(s) Delivery Point: 2316 TOBACCO RD AUGUSTA, GA 30906-9616

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION	YANCEY BROS. CO.
Signature _____	Signature _____
Name (Print) _____	Name (Print) _____
Title _____	Title _____
Date _____	Date _____

1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

1. PARTIES

LESSOR

CATERPILLAR FINANCIAL SERVICES CORPORATION

LESSEE

AUGUSTA, GEORGIA

2. PAYMENT SCHEDULE

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 48		\$9,127.83
49		\$270,000.00

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

AUGUSTA, GEORGIA

Signature

Signature

Name (Print)

Name (Print)

Title

Title

Date

Date

**Re: Governmental Equipment Lease-Purchase Agreement (Contract Number 001-70176137) (the "Lease")  
Between AUGUSTA, GEORGIA ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")**

Sir/Madam:

I am an attorney for Lessee, and in that capacity, I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessor and any subsequent assignee of Lessor's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Georgia (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

**SIGNATURE**

**AUGUSTA, GEORGIA**

Name(Print):	_____	Date:	_____
Signature:	_____	Address:	_____
Title:	_____		_____
			_____

## CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch, or Kroll Bond Agency ("KBRA").

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation (CISC), that has been designed specifically for those that purchase Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Program (the Program) Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

The Program protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, flood, sinking, earthquake and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides benefits you most likely would not find in other plans.

The Program does include normal exclusions. Some important exclusions include, but are not limited to, wear and tear, rust, loss of income, acts of war, nuclear damage, mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

The Program does not cover losses to your equipment that you loan, lease, or rent to others.

#### Repairs

When a covered loss occurs, the Program will pay for Cat® replacement parts, where available, on all your new or used Caterpillar equipment. For all other equipment from other manufacturers, the Program will pay for comparable replacement parts.

#### Rental Reimbursement

The Program allows for rental expenses up to \$10,000 per occurrence but not more than \$500 per day that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the Program will pay the greater of, not to exceed policy limits, the following:

- The payoff value of the loan, excluding past due payments and late charges, on the damaged parts or equipment as of the date of loss; or
- The actual cash value of the covered property; or
- The Fair Market Value of replacing that property with property of like kind and quality.

#### Debris Removal

The Program will pay 25% of the direct physical loss plus the deductible, up to a \$10,000 maximum above the limit of insurance of the covered property.

#### Fire Department Service Charge

The Program will pay fire department service fees up to \$10,000.

#### Deductible

Construction and Agricultural Equipment Deductible: \$1,000

Forestry Equipment Deductible: \$5,000

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CISC toll free at **1-800-248-4228 option 2**.

You may also e-mail CISC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com).

### POLICYHOLDER DISCLOSURE

#### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, as amended in 2007, as extended in 2015, and amended in 2019)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended defines in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2019. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00.

**APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE**

Item 18.

Model #	Equipment Description	Serial #	VIN	State	Policy Limit (Value Including Total Tax)	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. 140-15	Caterpillar Motor Grader	EB201498		GA	\$304,419.00	\$15,636.00	\$363.57
1. 140-15	Caterpillar Motor Grader	EB201499		GA	\$304,419.00	\$15,636.00	\$363.57

*Marsha Blaisdell*

---

Marsha Blaisdell, Authorized Insurance Producer

**Arranged by Caterpillar Insurance Services Corporation**

Item 18.

I understand that the total insurance premium for 48 months will be \$31,272.00, which is \$7818.00 per year based upon the total equipment value of \$608,838.00.

- Method 1 ☐ I will finance the insurance premium, including finance charges, of \$727.13 per scheduled equipment payment. The finance charge is calculated at 5.49% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document I am agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2 ☐ I desire coverage for an initial 12 month term. I will pay the \$7818.00 premium and return the payment with the signed equipment documents. Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70176137 on your check.
- Method 3 ☐ I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to Caterpillar Insurance Services Corp. and include Policy Number CIC - 70176137 on your check.
- Method 4 ☐ I decline insurance through Caterpillar Insurance Company. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2019), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer may receive commission compensation.

Dealer Name: YANCEY BROS. CO.  
Customer Name: AUGUSTA, GEORGIA  
Billing Address: 535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE  
AUGUSTA, GA 30901

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 option 2.

Accepted By: \_\_\_\_\_ Name (PRINT): \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Fraud Warning:**

Item 18.

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in AL:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines or confinement in prison, or any combination thereof.

**Applicable in MD:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Applicable in AK:** A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**Applicable in CA:** For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in DC:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Applicable in FL:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Applicable in HI:** Intentionally or knowingly misrepresenting or concealing a material fact, opinion or intention to obtain coverage, benefits, recovery or compensation when presenting an application for the issuance or renewal of an insurance policy or when presenting a claim for the payment of a loss is a criminal offense punishable by fines or imprisonment, or both.

**Applicable in ID:** Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete, or misleading information is guilty of a felony.

**Applicable in KS:** Any person who commits a fraudulent insurance act is guilty of a crime and may be subject to restitution, fines, and confinement in prison. A fraudulent insurance act means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer or insurance agent or broker, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for insurance, or the rating of an insurance policy, or a claim for payment or other benefit under an insurance policy, which such person knows to contain materially false information concerning any material fact thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

**Applicable in KY, NY, and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA, and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines, and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in NM:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

**Applicable in OH:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**Applicable in OK:** WARNING – Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with a penalty of a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.





## INSURANCE SELECTION FORM- INSURANCE REQUIREMENTS

Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company has a financial strength rating of at least A- from either A.M. Best, Moody's, S&P, Fitch or Kroll Bond Rating Agency ("KBRA").

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation designed specifically for those that purchase Cat® equipment. If a quote is not included in your document package, please contact your Cat dealer, call **1-800-248-4228**, or e-mail PhysicalDamage@cat.com.

**Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect to arrange your physical damage coverage through Caterpillar Insurance Services Corporation.**

**Transaction Number:** 001-70176137  
**Dealer Name:** YANCEY BROS. CO.  
**Customer's Name:** AUGUSTA, GEORGIA  
**Address:** 535 TELFAIR STREET ST 800 ATTN: LISA SHERROUSE  
 AUGUSTA, GA 30901

I have entered into the above agreement under which **I am responsible for providing insurance** against **ALL RISKS** of direct physical loss or damage for the replacement value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Model #	Equipment Description	Serial #	VIN#	Policy Limit (Value Including Tax)
1. 140-15	2025 Caterpillar Motor Grader	EB201498		\$304,419.00
1. 140-15	2025 Caterpillar Motor Grader	EB201499		\$304,419.00

Insurance Agency \_\_\_\_\_ Insurance Agent's Name \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Agent's Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ E-mail Address \_\_\_\_\_

### TO CUSTOMER'S INSURANCE AGENT

**Caterpillar Financial Services Corporation must be added as a Loss Payee for physical damage and as an Additional Insured for general liability for the equipment listed above:**

- ☐ To my existing policy number(s) \_\_\_\_\_, which now provide the coverage required, or  
☐ To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature \_\_\_\_\_  
 Name(Print) \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:

CATERPILLAR FINANCIAL SERVICES CORPORATION Attn: Document Services  
2120 West End Avenue Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

**CUSTOMER INFORMATION VERIFICATION**  
**Contract Number 001-70176137**

**CUSTOMER INFORMATION**

**CHANGES TO CUSTOMER INFORMATION**

Customer Name: AUGUSTA, GEORGIA

Physical Address: 535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE  
AUGUSTA, GA, 30901

Mailing Address: 535 TELFAIR STREET ST 800, ATTN: LISA SHERROUSE  
AUGUSTA, GA, 30901

Equipment Location: 2316 TOBACCO RD  
AUGUSTA, GA, 30906-9616

Business Phone: 7068212334

Mobile Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

The changes above apply to: ☐ Current Request for financing ☐ All active contracts

**TAX INFORMATION**

**Tax Exempt\*\***

**Non-Exempt**

Asset outside the City limits Yes \_\_\_\_\_ No \_\_\_\_\_

**\*\*A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt – please enclose a current tax exemption certificate to be returned with your documents.**

**AUTO PAY INFORMATION (Checking Account Information)**

☐ I decline Auto Pay authorization at this time

☐ I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Auto Pay on:

Bank Name

Routing Number

9 digits

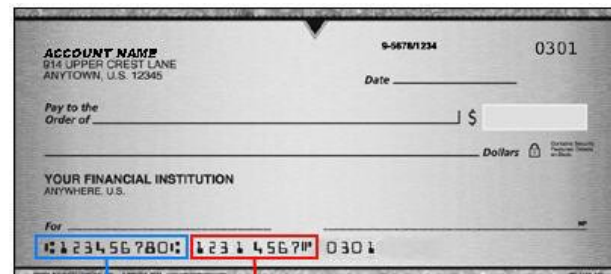
Account Number

3-17 digits

Re-Enter Account Number

3-17 digits

Account Name (exactly as it appears on Check)



Routing Number Account Number

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

For questions or assistance with Auto Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C.**

**Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

YANCEY BROS. CO.  
330 LEE INDUSTRIAL BLVD  
AUSTELL, GA 30168-7406

**Reference:**

AUGUSTA, GEORGIA

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT

**Approval of Executed Documents for Governmental Equipment Lease-Purchase Agreements with  
Augusta, Georgia**

**Contract Number 001-70176137**

The signature on behalf of Caterpillar Financial Services Corporation ("Lessor") on the original counterpart of the Governmental Equipment Lease-Purchase Agreement attached hereto (the "Agreement") between Lessor and Augusta, Georgia ("Lessee") is provided for the purpose of indicating Lessor's approval of the terms and forms of the Agreement. Upon Lessor's receipt of original counterparts of the Agreement (and the "Lease Documents" as defined therein) duly executed on behalf of Lessee, (i) Lessor will provide a date for the signatures on its behalf on an original counterpart of the Agreement; (ii) Lessor will become bound by the terms of the Agreement; and (iii) Lessor will deliver the funds for the purchase of the equipment subject to the Agreement.

**Caterpillar Financial Services Corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Amendment to Governmental Equipment Lease-Purchase Agreement

## Contract Number 001-70176137

This Amendment to Governmental Equipment Lease-Purchase Agreement (this "Amendment"), dated \_\_\_\_\_, 2025 (the "Effective Date"), to the Governmental Equipment Lease-Purchase Agreement (the "Lease") for the Contract Number set out above is by and between the parties identified below.

### PARTIES

#### LESSOR:

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
2120 West End Avenue  
Nashville, TN 37201

#### LESSEE:

**CITY OF AUGUSTA, GEORGIA**  
535 Telfair Street  
Augusta, GA 30901-2371

### TERMS AND CONDITIONS

1. Capitalized terms used but not defined herein shall have the meaning given them in the Lease.
2. Except as provided herein, the Lease shall remain unchanged and in full force and effect in accordance with its terms. Any additional modifications are null and void unless approved in writing by you and us. Nothing herein shall be deemed to be a waiver or amendment of any other provision contained in the Lease or any of our rights or remedies under the Lease.
3. As of the Effective Date, the Lease is hereby amended as set forth below.

### AMENDMENTS

1. Section 4 of the Lease (bearing the heading **Late Fee**) is amended and restated as follows:  
  
**Late Charges** If we do not receive a Payment within forty-five (45) days of the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of three percent (3%) of such Payment or the highest charge allowed by law.
2. Section 12 of the Lease (bearing the heading **Default; Remedies**) is amended by deleting the words "ten (10) days" and substituting in lieu thereof "forty-five (45) days".
3. Section 16 of the Lease (bearing the heading **Applicable Law**) is amended by adding the following sentence at the end of the existing text thereof: "You consent to the jurisdiction of any state or federal court located within the State of Georgia."

### SIGNATURES

**CATERPILLAR FINANCIAL SERVICES CORPORATION**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**CITY OF AUGUSTA, GEORGIA**

Signature \_\_\_\_\_

Name (print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_





**CREDIT APPLICATION**

Caterpillar Financial Services Corporation  
Caterpillar Financial Commercial Account Corporation  
2120 West End Avenue, P.O. Box 340001  
Nashville, Tennessee 37203

**Check all that apply. I am financing:**

- ☐ Equipment from a Cat dealer  
☐ Equipment from an auction  
☐ Parts, service, attachments or renting equipment from a Cat dealer with Cat Card

**I have previously applied with Cat Financial:**

- ☐ Equipment financing  
☐ Commercial account to pay for parts, attachments or to rent equipment from a dealer  
☐ N/A

Item 18.

**SECTIONS 1-3 ARE REQUIRED FOR ALL CUSTOMERS**

Your local Cat dealer \_\_\_\_\_

**1 CUSTOMER**

Legal Business Name Augusta, Georgia DBA (if any) City of Augusta  
Type of Business ☐ Corporation ☐ Limited Liability Co ☐ General Partnership ☐ Limited Partnership ☐ Sole Proprietor ☒ Municipality ☐ Trust ☐ Other  
Description of Business local municipality  
Primary Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
If Yes, please provide mobile carrier.  
Phone # \_\_\_\_\_ Mobile? ☐ Yes ☐ No E-Mail \_\_\_\_\_  
Physical Address 535 Telfair St SE City Augusta County Richmond State/Zip Ga / 30901  
Billing Address (if different) \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State/Zip \_\_\_\_\_  
Phone # 706 821 2334 Fax # 706-821-2855 Business Start Date \_\_\_\_\_ Years as Owner of this Business \_\_\_\_\_  
Federal Tax ID Number 58-2204274 State Incorporated \_\_\_\_\_ Sales Tax Exempt ☒ Yes (please attach certificate) ☐ No  
Prior bankruptcy? ☒ No ☐ Personal ☐ Current Business ☐ Prior Business

**2 OWNERSHIP: Provide copy of government issued ID for all owners completing this section**

1) Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ SSN \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ % of Ownership \_\_\_\_\_ % Net Worth \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ / \_\_\_\_\_ Annual Income \_\_\_\_\_  
2) Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ SSN \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ % of Ownership \_\_\_\_\_ % Net Worth \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_ / \_\_\_\_\_ Annual Income \_\_\_\_\_

**3 REFERENCES**

	Phone #	Contact Name	Account #	Average Balance
Primary Bank Deposit Information				
<u>Bank of America</u>	<u>800-863-6267</u>	<u>Cennie Cotton</u>	<u>0328250768</u>	
Primary Bank Credit Facility Information				
Additional (Cat dealer/equipment rental/bonding)				
1)				
2)				
3)				

**4 COMPLETE if you are financing PARTS, SERVICE, ATTACHMENTS or RENTING equipment from a Cat dealer with Cat Card**

Requesting a revolving credit limit range of (select ONE): ☐ \$ \_\_\_\_\_ ☐ \$25,000 or less ☐ \$25,000-\$75,000 ☒ \$75,000 or more (see FINANCIAL section below)  
Billing preference (select ONE or statement billing will apply):  
Please choose Statement Billing if you are taking advantage of a special financing program.  
☐ **STATEMENT BILLING:** Receive one statement monthly that covers all transactions made during that period. A minimum payment of 10% (revolving) of the account balance plus interest is due each payment cycle, or pay in full without interest charges. Rental charges are due in full by the due date. As with all statement billing methods payments are applied to the oldest outstanding balance.  
☒ **INVOICE BILLING:** Immediately receive a separate Invoice Bill that mirrors the dealer invoice for each transaction you make, plus receive a monthly summary of all paid and open invoices. The full payment of the invoice is due on the stated terms.

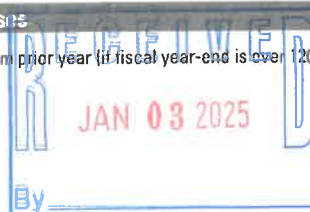
Name(s) of individual(s) authorized to charge on account: 1) Name \_\_\_\_\_ 2) Name \_\_\_\_\_  
Contact Credit.Department@cat.com to request additional authorized users.

**5 LINE OF CREDIT DETAILS**

> Finance equipment from an Auction  
Requesting a line amount at: \$ \_\_\_\_\_  
☐ Ritchie Brothers/Iron Planet ☐ Other: \_\_\_\_\_

**FINANCIAL: Attach the following if financing exceeds \$350,000 for equipment purchases:**

Financial statements for the last 2 fiscal year-ends, latest interim statements and comparable interims from prior year (if fiscal year-end is over 120 days), and a detailed list of work on hand  
Additional financial information may be required.



REVISED 2021

## NOTICES

Item 18.

**Definitions:** The terms "you" and "your" will refer to the person applying for financing, each Guarantor and each Signatory signing this credit application. The terms "we", "us" refer to each of Caterpillar Financial Services Corporation ("CFSC") and Caterpillar Financial Commercial Account Corporation ("CFCA"). CFSC, CFCA, Caterpillar Inc. and their affiliates and subsidiaries are collectively referred to herein as "Caterpillar".

**Representations and warranties:** You represent that the information provided by you in this Credit Application (i) is true, correct and complete and (ii) is provided for the purpose of obtaining business credit from one or both of us.

**Notice and Consent:** We may collect and use personal and business contact information, personal and business details, credit and financial information (including, without limitation, credit reports), and government identifiers. Any of your information supplied or obtained in connection with this Credit Application that relates to an identified or identifiable individual may sometimes be referred to herein as "Personal Information" (see Caterpillar's Global Data Privacy Statement at the link referenced below ("Privacy Statement") for a complete definition). We may collect your information directly from you or from other Caterpillar companies, sellers of Caterpillar products (each a "Dealer"), banks, consumer reporting agencies, financial institutions, merchants, customers or any other person or entity for the uses described herein. You further authorize and instruct each such person or entity to furnish, share or otherwise make accessible to us any such information in their possession. We may use and rely upon such information, and any information provided in this Credit Application, to: (a) make a credit decision to extend credit now or in the future pursuant to a subsequent application or request, (b) continue any previously provided credit, (c) review your account, (d) assist in any collection activity, and (e) share such information with any other person or entity, including but not limited to Caterpillar companies, Dealers, consumer reporting agencies, financial institutions, and merchants, to the extent permitted by law. Additionally, we may use and/or disclose any of your information, including any Personal Information, as required by law or regulation, or as requested by government authorities or for the protection of persons or property.

We may share your information, including any Personal Information, supplied or obtained in connection with this Credit Application, with Caterpillar, Dealers, and external service providers processing such information on our behalf. We may, from time to time, use such information and share such information among and with Caterpillar companies and Dealers to promote and market additional products or services of the Caterpillar companies to you. Caterpillar's Privacy Statement describes how Caterpillar collects, processes, and shares Personal Information and rights that individuals might have under applicable data privacy laws. Caterpillar also publishes its Data Governance Statement covering other matters relating to equipment or data collected by Caterpillar, including geolocation and operational data relating to equipment or owners or operators of the equipment from which telematic data is received. By providing information, including Personal Information for this Credit Application, you agree: (1) that you have received and reviewed the Privacy Statement online at <https://www.caterpillar.com/dataprivacy> and the Data Governance Statement online at [https://www.cat.com/data\\_governance\\_statement](https://www.cat.com/data_governance_statement); (2) to the collection, use, disclosure, and sharing of Personal Information as set forth in the Privacy Statement; and (3) that you will provide any individuals access to or a copy of the Data Governance Statement and the Privacy Statement before providing such individuals' information to us or our affiliates. Customer (or individuals representing Customer) may also authorize and/or consent to the collection, use, disclosure, and sharing of information and/or Personal Information in other agreements or documents with us or our affiliates, or Caterpillar dealers, and nothing contained herein shall interfere with or affect such agreements or documents in any way. You further agree that telematic data can be accessed for the management of risk contemplated by this application, at the present time or in the future.

To update your Personal Information or for additional information about how we handle the Personal Information, please contact us at:

Caterpillar Financial Services Corporation  
Attn: Customer Relations Manager  
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203  
E-Mail: [NABC.CustomerService@cat.com](mailto:NABC.CustomerService@cat.com)  
Phone: (800) 651-0567

Caterpillar Financial Commercial Account Corporation  
Attn: Customer Service  
Mailing Address: 2120 West End Avenue, P.O. Box 340001, Nashville, TN 37203  
E-Mail: [CatCard.CustomerService@cat.com](mailto:CatCard.CustomerService@cat.com)  
Phone: (877) 373-9510

By signing below, each individual Signatory authorizes and instructs us to procure a personal consumer credit report in connection with this Credit Application. This application for credit is solely addressed to us. A decision to grant or deny business credit requested of any company on this joint application will be made by such company. We may, in our sole discretion, refuse to extend business credit, goods, or services to you.

Any references to a requested amount of credit in this Credit Application will not be deemed a limitation of liability by you. You understand and agree that any credit granted by us to you will be governed by the provisions and conditions set forth in the applicable agreements between us.

**You acknowledge that this Credit Application is for business customers only (including sole proprietorships) and credit provided by us in connection with this Credit Application may not be used to acquire equipment or services for personal, household or family purposes. You acknowledge that you have read and fully understand the terms and conditions contained in this Credit Application.**

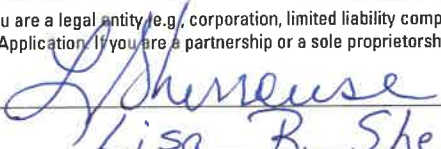
**The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning these creditors is the FTC Regional Office for the region in which CFCA or CFCA operates or the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.**

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, contact the applicable company denying the credit at the the applicable address below within 60 days from the date you are notified of our decision. We will send you a written statement of the reasons for the denial within 30 days from receiving your request for the statement.

Caterpillar Financial Services Corporation, Attn: Credit Manager, 2120 West End Ave., P.O. Box 340001, Nashville, TN 37203, (800) 651-0567  
Caterpillar Financial Commercial Account Corporation, Attn: Credit Manager, 2120 West End Avenue, Nashville, TN 37203, (877) 373-9510

## SIGNATURES

**Required signatures:** If you are a legal entity (e.g., corporation, limited liability company or limited liability partnership), an authorized person must sign below on your behalf in addition to each owner listed in this Credit Application. If you are a partnership or a sole proprietorship, each owner must sign below.

Authorized Signature  Date 11/17/25  
Printed Name Lisa R. Sherrouse Title Acct. Manager

**Ownership** (To be completed by every owner identified in the OWNERSHIP Section of this Application; ID required)

1) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_  
2) Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Date \_\_\_\_\_

### Invitation to Re-Bid

Sealed rebids will be received at this office until **Friday, July 26, 2024 @ 11:00 a.m.** via ZOOM Meeting ID: 874 2949 3640; Passcode: 24181 for furnishing:

#### Re-Bid Item #24-181A 2024/2025 Motorgrader Lease – Central Service Department – Fleet Management

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

Geri A. Sams, Director

Augusta Procurement Department

535 Telfair Street - Room 605

Augusta, Georgia 30901

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

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Friday, July 12, 2024 @ 5:00 P.M. No re-bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No re-bids may be withdrawn for a period of ninety (90) days after re-bids have been opened, pending the execution of contract with the successful bidder.

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

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

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

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

**Augusta Procurement Department**

**Attn: Geri A. Sams, Director of Procurement**

**535 Telfair Street, Room 605**

**Augusta, GA 30901**

**Fax: 706-821-2811 or Email: [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov)**

**No re-bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle June 20, 27, 2024 and July 5, 11, 2024

Metro Courier June 20, 2024

Revised: 3/22/21



**Re-Bid Opening Bid Item #24-181A**  
**2024/2025 Motor Grader Lease for Augusta, GA -**  
**Central Services Department-Fleet Management**  
**Re-Bid Date: Friday, July 26, 2024 @ 11:00 a.m. via ZOOM**

Total Number Specifications Mailed Out: 14  
 Total Number Specifications Download (Demandstar):  
 Total Electronic Notifications (Demandstar):  
 Georgia Procurement Registry:  
 Total packages submitted:  
 Total Noncompliant:

VENDORS	Yancey Brothers 4165 Mike Padgett Hwy Augusta, Ga. 30906	Central Atlanta Tractor Sales Inc. 4240 Martin Luther King Jr. Dr. SW Atlanta, GA 30336	Dobbs Equipment Southeast, LLC DBA Dobbs Equipment 2730 South Falkenberg Rd. Riverview, FL 33578
Attachment B	Yes	Yes	Yes
E-Verify Number	1463813	1174694	1886290
Save Form	Yes	Yes	Yes
<b>OPTION 1</b>			
Total 36 Months Least Cost with Ext Pow Warr	\$184,073.00	\$182,352.56	\$219,103.00
Purchase Amount at End of Lease(Optional or Ret)	\$160,000.00	\$118,348.47	\$162,433.00
<b>OPTION 2</b>			
Total 48 Months Least Cost with Ext Pow Warr	\$220,777.00	\$215,176.32	\$252,118.00
Purchase Amount at End of Lease(Optional or Ret)	\$135,000.00	\$105,107.71	\$148,309.00
<b>243764.4</b>			
Total 60 Months Least Cost with Ext Pow Warr	\$251,158.00	\$243,764.40	\$278,116.00
Purchase Amount at End of Lease(Optional or Ret)	\$115,000.00	\$92,515.25	\$130,653.00
<b>2024/2025 Motor Grader Lease</b>			
Year	2024	2024	2024
Make	Caterpillar	Sany	John Deere
Model	140	SMG200 AWD	670G
Approximate Delivery Time	160 Days ARO	Aug-24	90 Days ARO
Exceptions	None	Yes	Yes





# Central Services Department

Ron Lampkin, Interim Director  
Laquona Sanderson, Fleet Manager

2760 Peach Orchard Road, Augusta, GA 30906  
(706) 821-7174 Phone (706) 796-5077 Fax

DEC 27 '24 PM 1:42

## MEMORANDUM

**TO:** Darrell White, Interim Director, Procurement Department  
**FROM:** ~~Ron Lampkin~~, Interim Director, Central Services Department  
**DATE:** December 23, 2024  
**SUBJECT:** Overbudget for Bid #24-181A – 2024/2025 Motor Grader Lease

On July 26, 2024, three proposals were received for bid #24-181A, 2024/2025 Motor Grader Lease. The estimated budget submitted on the Procurement Solicitation Form was estimated based on previous pricing with a total amount of \$400,000. Fleet Management request the estimated budget to be increased to \$450,000 to purchase the two units. The budget increase is under the 20% threshold outlined in the Procurement Policies and Procedures.

Originally, Utilities – Construction and Maintenance Division requested to purchase three units based on the 2019 cost of \$81,558 each. Due to the 2024-unit price exceeding historical purchase cost, the department has requested to only purchase two units from the lowest compliant local vendor based on current funds available. The purchase price exceeds the estimated budget per unit by \$20,777.00, totaling \$41,554.00. Fleet Management has confirmed with Utilities Construction and Maintenance that funding is available to proceed with this purchase.

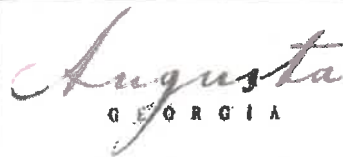
Fleet Management recommends awarding bid #24-181A, Motor Grader Lease to Yancey Brothers in the amount of \$220,777.00/unit for a 48-month lease, totaling \$441,554.00. The funds are available in account #506-04-410/54-22910.

Thank you for your assistance. Feel free to contact Fleet Management with any questions or concerns.

RL/lis

  
12/30/24

OFFICIAL



Re-Bid Opening Bid Item #24-181A  
 2024/2025 Motor Grader Lease for Augusta, GA -  
 Central Services Department-Fleet Management  
 Re-Bid Date: Friday, July 26, 2024 @ 11:00 a.m. via ZOOM

Total Number Specifications Mailed Out: 14  
 Total Number Specifications Download (Demandstar):  
 Total Electronic Notifications (Demandstar):  
 Georgia Procurment Registry:  
 Total packages submitted:  
 Total Noncompliant:

VENDORS	Yancey Brothers 4165 Mike Padgett Hwy Augusta, Ga. 30906	Central Atlanta Tractor Sales Inc. 4240 Martin Luther King Jr. Dr. SW Atlanta, GA 30336	Dobbs Equipment Southeast, LLC DBA Dobbs Equipment 2730 South Falkenberg Rd. Riverview, FL 33578
Attachment B	Yes	Yes	Yes
E-Verify Number	1463813	1174694	1886290
Save Form	Yes	Yes	Yes
<b>OPTION 1</b>			
Total 36 Months Least Cost with Ext Pow Warr	\$184,073.00	\$182,352.56 ✓	\$219,103.00
Purchase Amount at End of Lease(Optional or Ret)	\$160,000.00	\$118,348.47	\$162,433.00
<b>OPTION 2</b>			
Total 48 Months Least Cost with Ext Pow Warr	\$220,777.00	\$215,176.32	\$252,118.00
Purchase Amount at End of Lease(Optional or Ret)	\$135,000.00	\$105,107.71	\$148,309.00
<b>243764.4</b>			
Total 60 Months Least Cost with Ext Pow Warr	\$251,158.00	\$243,764.40	\$278,116.00
Purchase Amount at End of Lease(Optional or Ret)	\$115,000.00	\$92,515.25	\$130,653.00
<b>2024/2025 Motor Grader Lease</b>			
Year	2024	2024	2024
Make	Caterpillar	Sany	John Deere
Model	140	SMG200 AWD	670G
Approximate Delivery Time	160 Days ARO	Aug-24	90 Days ARO
Exceptions	None	Yes	Yes




## ENGINEERING &amp; ENVIRONMENTAL SERVICES DEPARTMENT

**Hameed Malik, Ph.D., P.E.**  
**Director**

## MEMORANDUM

**TO:** LaQuona Sanderson, Fleet Manager  
 Central Services Department

**FROM:**  Hameed Malik, Ph.D., P.E.  
 Director

**DATE:** November 19, 2024

**SUBJECT:** Motor Grader Lease

Engineering and Environmental Services recommend awarding Yancey Brothers this lease even though they are the second lowest bidder. The following supports this position:

1. Machine familiarity.

We currently run Caterpillar motor graders with full joystick controls. Per our conversation with Central Atlanta Tractor Sales, Robin Lochard, the machine offered by them incorporates a combination of steering wheels and joystick controls. This will require new operator training and a period of adjustment for the operator to get comfortable with the new arrangement.

2. Section 2.06 of our bid package requires the successful bidder to guarantee that factory-warranted parts and services are available directly from the equipment manufacturer/dealer service center within 25 miles of the Augusta Fleet Management located at 1568-C Broad Street Augusta Ga. 30901. Per our conversation with Central Atlanta Tractor Sales, Inc., their nearest service center is in Atlanta, Ga., in the Six Flags area. They said they have plans to open a center in the Augusta area but could not provide a proposed date.

3. Atlanta Tractor Sales included several exceptions to the bid requirements concerning their machine, some of which are.

\*Bid Package Section Two, item 5.03 requires 179 base horsepower. Central Atlanta Tractor Sales offering is 153 horsepower. This represents an approximate fifteen percent(15%) reduction in power and could result in reduced performance.

\*Bid Package Section Two, item 5.04 requires minimum 100 gallon fuel tank capacity. Central Atlanta Tractor Sales offering has an 80.3 gallon capacity.

\*Bid Package Section Two, item 5.05 requires 150 amp alternator. Central Atlanta Tractor Sales offering has a 120 amp alternator

\*Bid Package Section Two, item 6.03 requires a .87 inch thick cutting edge. Central Atlanta Tractor Sales offering is for a .75 inch thick cutting edge. The thicker cutting edge will allow longer work intervals between replacements.

\*Bid Package Section Two, item 7.02 requires a mid-mounted scarifier. Per our last conversation with Central Atlanta Tractor Sales, they only offered a rear mount. While this is not an insurmountable change, the mid mount offers better visibility of work as it is performed.

Engineering & Environmental Services Department  
 452 Walker Street, Ste. 110, Augusta, Georgia 30901  
 (706) 796-5040 – Fax (706) 706-796-5045  
 WWW.AUGUSTAGA.GOV



4. Cost – For the three-year lease option, while Yancey Brothers is higher it's minimal, it is \$1,720.44 over the three-year lease or \$573.48 per year. The four-year option would put Yancey Brothers \$5600.68 higher over the lease period or \$1,400.17 per year. Yancey Brothers is not the cheapest option but provides us with a machine that our operators are already familiar with and is serviced at a local facility in Richmond County, within our specified twenty-five-mile range and at a location which maintains local parts inventory and service technicians.

All things considered; our recommendation is to award Yancey Brothers for the four-year lease.

Thank you in advance for your time and attention. Please feel free to contact me on 706-796-5040 should you have any questions or require any additional information.

Attachment

Cc: File

**NASSER HEAVY EQUIPMENT  
525B HURRICANE SHOALS RD NE  
LAWRENCEVILLE, GA 30046**

**BRUCE EQUIPMENT INC.  
218 WINGO HEIGHTS RD  
SPARTENBURG, SC 29303**

**J & B TRACTOR COMPANY  
3585 MIKE PADGETT HIGHWAY  
AUGUSTA, GA 30906**

**DOBBS EQUIPMENT/JOHN DEERE  
1900 WILLIAM FEW PARKWAY  
GROVETOWN, GA 30813**

**INTERSTATE EQUIPMENT CO  
143 N. SEYMORE DR.  
THOMSON, GA 30824**

**BEARD EQUIPMENT CO.  
2480 EAST I-65 SERVICE RD NORTH  
MOBILE, AL 36617**

**YANCEY BROS CO.  
4165 MIKE PADGETT HIGHWAY  
AUGUSTA, GA 30906**

**CAROLINA EARTH MOVERS EQUIPMENT  
SALES & SERVICES LLC  
4949 LANCASTER HWY  
RICHBURG, SC 29729**

**FLINT CONSTRUCTION & FORESTRY DIV  
1900 WILLIAM FEW PARKWAY  
GROVETOWN, GA 30813**

**DOBBS EQUIPMENT SOUTHEAST  
2430 SOUTH FALKERNBERG RD  
RIVERVIEW, FL 33578**

**BORDER EQUIPMENT  
2804 WYLDs ROAD  
AUGUSTA, GA 30909**

**M & B CONSTRUCTION EQUIPMENT  
9899 US-280  
CLAXTON, GA 30417**

**CENTRAL ATLANTA TRACTOR SALES  
4240 MLK JR DRIVE SW  
ATLANTA, GA 30336**

**AG-PRO COMPANY  
1377 DOGWOOD DRIVE SW  
CONYERS, GA 30012**

**RON LAMPKIN  
CENTRAL SERVICES**

**LAQUONA SANDERSON  
KAYCEE BRASWELL  
FLEET MANAGEMENT**


**PHYLLIS JOHNSON  
COMPLIANCE**

**BID ITEM# 24-181  
2024/2025 MOTORGRADER LEASE  
for AUGUSTA, GEORGIA-CENTRAL SERVICES  
BID DUE 4/19/2024 @ 11:00 A.M.**

**BID ITEM# 24-181  
2024/2025 MOTORGRADER LEASE  
for AUGUSTA, GEORGIA-CENTRAL SERVICES  
MAIL DATE 3/14/2024**

# BIDDERS LIST

BID ( ) RFP ( ) RFQ ( ) ITEM # 2418/A

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
7/8/24	Yancey Bros. Company Daniel B. Hobbs 4165 Mike Padgett Hwy Augusta, GA 3090	Yancey Bros. Company Daniel B. Hobbs 4165 Mike Padgett Hwy Augusta, GA 3090	2 Hwy	

**Nancy M. Williams**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Monday, June 24, 2024 6:04 PM  
**To:** Nancy M. Williams  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000064

Dear Nancy Williams,  
nwilliams@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2024-000000064  
**Event Title:** 24-181A ITB 2024/2025 Motorgrader Lease  
**Event Type:** Non-State Agency

Process Log
2024/06/24 18:02:47 : Log starts for - 14648083 - EVENT_RELEASE_TO_SUPL
2024/06/24 18:02:49 : Email Process Log for the Event#: PE-72155-NONST-2024-000000064
2024/06/24 18:02:49 : Email Batch# 2406240914
2024/06/24 18:02:49 : Notification Type: EVENT_RELEASE_TO_SUPL
2024/06/24 18:04:10 : Total No of Contacts found for sending Email: 191
2024/06/24 18:04:10 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:  
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000064&sourceSystemType=gpr20>

06/24/2024 06:04:10 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (2)

Supplier

Download Date

Dodge Data

06/24/2024

Onvia, Inc. - Content Department

06/24/2024

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Loading data



## Administrative Services Committee

Meeting Date: Tuesday, April 15, 2025

### Marshall's Office/E911 Power Generator Installation – Emergency Request

- 
- Department:** Central Services Department
- Presenter:** Ron Lampkin
- Caption:** Approve the emergency request for the purchase and installation of a new 100KW diesel Winco generator with its corresponding automatic transfer switch, manual switch, and electrical conduits for the Marshall's Office located at 3050 Deans Bridge Road in the amount of \$224,831.00 by Georgia Power.
- Background:** The Marshall's Office, located at 3050 Deans Bridge Road, serves as the backup location for E911 Operations in case of total failure in the main E911 building at 911 4<sup>th</sup> Street. The Deans Bridge Marshall's Office does not possess a backup generator, nor does the facility comply with National Electrical Code NFPA 70-2020, in specific with article 708.20 F 6 which states the Means for Connecting Portable or Vehicle-Mounted Generator must be provided.
- a) **708.2 Definitions:** Designated Critical Operations Area (DCOA) – Areas within a facility or site designated as requiring critical operations power. (The 911 Building falls within this area.)
  - b) **708.20 Sources of Power:** Current supply shall be such that, in the event of failure of the normal supply to the DCOA, critical operations power shall be available within the time required for the application. The supply system of critical operations power, in addition to the normal services to the building and meeting the general requirements of this section, shall be one or more of the types of systems described in 708.10(E) through (H).
    - i) **708.20 E – Storage Battery:** An automatic battery charging means shall be provided.
    - ii) **708.20 F – Generator Set**
      - (1) **708.20 F 5 – Outdoor Generator Sets**
      - (2) **708.20 F 6 – Means for Connecting Portable or Vehicle-Mounted Generator.** Where the COPS is supplied by a single generator, a means to connect to a portable or vehicle-mounted generator shall be provided.
    - iii) **708.20 G – Uninterruptible Power Supplies.** Uninterruptible power supplies used as the sole source of power for COPS shall comply with 708.20 (E) and (F).

<b>Analysis:</b>	Georgia Power will perform the installation of the new 100KW diesel Winco generator with its corresponding automatic transfer switch, manual switch, and electrical conduits.
<b>Financial Impact:</b>	\$224,831.00, SPLOST VIII
<b>Alternatives:</b>	A – Approve the request B – Do not approve the request
<b>Recommendation:</b>	Approve the request for the purchase and installation of a new 100KW diesel Winco generator with its corresponding automatic transfer switch, manual switch, and electrical conduits for the Marshall’s Office located at 3050 Deans Bridge Road in the amount of \$224,831.00 by Georgia Power.
<b>Funds are available in the following accounts:</b>	\$224,831.00, SPLOST VIII



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

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

A handwritten signature in dark ink, appearing to read "D. White", located to the right of the memorandum header.

### MEMORANDUM

**TO:** Darrell White, Interim Director, Procurement Department

**FROM:** Ron Lampkin, Interim Director, Central Services Department

**DATE:** March 24, 2025

**SUBJECT:** Emergency Memo – Augusta Judicial Center Emergency Generator

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Augusta Judicial Center in relation to the emergency generator.

After an assessment of the emergency backup generator at the Augusta Judicial Center, it was found that the transfer switch is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.

Please process a purchase order for Georgia Power, in the amount of \$25,862.00 for the needed replacement of the Automatic Transfer Switch.

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

RL/mcrr



**AUGUSTA-RICHMOND COUNTY GEORGIA  
PURCHASING DEPARTMENT**

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

**REQUISITION:**  
**REQUISITION DATE:** 03/24/2025  
**PURCHASE ORDER NUMBER:**  
**PURCHASE ORDER DATE:**

			NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
VENDOR			Georgia Power					
PHONE NUMBER			770-550-5370					
QUOTED BY			Tammy Harrington					
ITEM NO	DESCRIPTION	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	PROVIDE AND REPLACE THE FAILED AUTOMATIC TRANSFER SWITCH (ATS) WITH A NEW ASCO 300 SERIES 480 VOLT 400 AMP 3 POLE NEMA 1 ATS @ THE AUGUSTA JUDICIAL CENTER LOCATED @ 735 JAMES BROWN BLVD	1	\$ 25,862.00	\$ 25,862.00				
2								
3								
4								
5								
6	*Emergency - Augusta Judicial Center ATS							
7	Proposal February 25, 2025							
8	Funding is available in the following accounts:							
9	GL: 330-05-1120 / 53.19130							
10	JL: 225-05-1130 / 53.19130							
11								
12								
13								
14								
TOTAL BID			\$	25,862.00				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Item 19.

## Katie Cornelius

---

**From:** Darrell White  
**Sent:** Thursday, February 20, 2025 9:41 AM  
**To:** Katie Cornelius  
**Cc:** Ron Lampkin; Maria Rivera-Rivera; Scarlet Green; Arlene New; Audrey Sutton; Nancy M. Williams  
**Subject:** RE: Emergency Request - Augusta Judicial Center ATS Replacement  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Please proceed with this request.

**From:** Katie Cornelius <KCornelius@augustaga.gov>  
**Sent:** Thursday, February 20, 2025 9:40 AM  
**To:** Darrell White <DWhite2@augustaga.gov>  
**Cc:** Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Scarlet Green <SGreen@augustaga.gov>; Arlene New <anew@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>  
**Subject:** Emergency Request - Augusta Judicial Center ATS Replacement  
**Importance:** High

Good morning,

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

- Augusta Judicial Center
  - After an assessment, it was found that the transfer switch to the power generator at this facility is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.

To resolve this issue, we are requesting approval to contact several vendors to provide the necessary services for the replacement and installation of the transfer switch.

Please contact us with any questions or concerns regarding this information.

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](mailto:KCornelius@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



# Proposal for AUGUSTA RICHMOND COUNTY

Augusta Richmond County Honorable Carl E.  
Brown Jr Judicial Center - Automatic Transfer  
Switch

Tuesday, February 25, 2025

# Proposal

1769 Sands Place  
Customer Solutions  
Marietta, GA 30067  
770-550-5370

Tuesday, February 25, 2025

## **AUGUSTA RICHMOND COUNTY**

Maria Rivera-Rivera  
Deputy Director, Facilities  
Augusta-Richmond County – Central Services Department

## **Re: Augusta Richmond County Honorable Carl C Brown Jr Judicial Center- Automatic Transfer Switch**

Georgia Power Company is pleased to offer you our proposal to provide and replace the failed Automatic Transfer Switch (ATS) at the Judicial Center located at 735 James Brown Blvd, Augusta GA 30901.

### **Scope of work:**

- Replace the failed Generac transfer switch with a new Asco 300 series, 480 Volt, 400-amp, 3 pole Nema 1, automatic transfer switch.
- Work will be performed and completed outside of normal business hours.
- ATS will be tested under building load before site departure and operation verified.
- This proposal will include powering down and removing the existing automatic transfer switch, installation and start-up of the new automatic transfer switch, as well as warranty registration.

### **Exceptions/Clarifications**

1. Proposal is based on project specifications, project electrical system sheets, site visits, and/or communications with Georgia Power; any alterations to quantities and/or functions by the Owner, Architect, Engineer, Local and/or State Fire Marshal's Office shall incur a change in the quoted price.
2. Payment Terms:
  - a. 50% due upon contract execution.
  - b. 25% due upon major equipment delivery.
  - c. 25% due at completion of project.
3. The quoted price **does not** include the following:
  - a. Local, State, or Federal Sales Tax
  - b. Bid bond, performance or payment bond
  - c. Accelerated schedule
  - d. Spare parts



## Warranty

Georgia Power shall provide the manufacturer's standard warranty on all new equipment beginning at equipment start up. We shall also provide a one-year warranty covering material furnished by Georgia Power excluding Acts of God, fire, theft, vandalism or tampering by unauthorized personnel. All warranty work shall be completed during normal working hours. If warranty work is requested for after hours or on holidays it will be billed based on the afterhours and holiday work service rates.

## The total project price is \$25,862.00 which excludes taxes

### Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Utility Services not responsible for damages Resulting from "pre-existing conditions"
- This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

***This proposal is subject to, and is pending final approval by Georgia Power management subsequent to customer acceptance.***

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

*Tammy Harrington*

Customer Solutions - Georgia Power Company  
Phone – 770-550-5370 - Email – [TJHARRIN@southernco.com](mailto:TJHARRIN@southernco.com)

---

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

**AUGUSTA RICHMOND COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: - Terms and Conditions

### TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnitee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnitee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.



**Katie Cornelius**

---

**From:** Scarlet Green  
**Sent:** Monday, March 24, 2025 8:58 AM  
**To:** Katie Cornelius  
**Cc:** Maria Rivera-Rivera; Arlene New; Ron Lampkin  
**Subject:** FW: AJC Transfer Switch  
**Attachments:** A J C Transfer Switch 1.pdf; RE: Emergency Request - Augusta Judicial Center ATS Replacement

Katie,

Please use the account numbers below for the AJC transfer switch.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)




---

**From:** Timothy Schroer <tschroer@augustaga.gov>  
**Sent:** Thursday, March 20, 2025 5:32 PM  
**To:** Scarlet Green <SGreen@augustaga.gov>  
**Cc:** Ron Lampkin <RLampkin@augustaga.gov>; Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Arlene New <anew@augustaga.gov>; Katie Cornelius <KCornelius@augustaga.gov>; Rachel McFatridge <RMcFatridge@augustaga.gov>  
**Subject:** RE: AJC Transfer Switch

Done

GL 330-05-1120 / 5319130

JL 225051130 / 5319130

Ledger: JL  
Report Date: 03/20/2025

**JL Budgets and Actuals with Encumbrances**

Fiscal Year:  
Fiscal Period:  
Budget Version:

<u>Object</u>	<u>Description</u>	<u>Budget</u>	<u>Actual</u>	<u>Encumbrance</u>	<u>Ba</u>
225051130	Augusta Judicial Center				
5319130	R & M-Equipment	25,900.00	0.00	0.00	25,
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	25,900.00	0.00	0.00	25
	Net:	-25,900.00	0.00	0.00	-25
<hr/>					
	Grand Total (RV & TI):	0.00	0.00	0.00	
	Grand Total (XP & TO):	25,900.00	0.00	0.00	25
	Net:	-25,900.00	0.00	0.00	-25

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

| 535 Telfair St., Suite 800 | Augusta, GA 30901 | [www.augustaga.gov](http://www.augustaga.gov)  
✉ [tschroer@augustaga.gov](mailto:tschroer@augustaga.gov) | Office: 706.821.1741 | Mobile: 706.840.6226 | Fax: 706.821.2520

From: Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>  
Sent: Thursday, March 20, 2025 11:58 AM  
To: Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
Cc: Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
Subject: FW: AJC Transfer Switch

Good morning,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

Thanks,  
Scarlet

Scarlet Green | Business Analyst  
Augusta – Richmond County | Central Services Department  
2760 Peach Orchard Rd | Augusta, Georgia 30906

(p) 706-432-5254 l (c) 762-333-4654  
[sgreen@augustaga.gov](mailto:sgreen@augustaga.gov) l [www.augustaga.gov](http://www.augustaga.gov)



**From:** Scarlet Green  
**Sent:** Tuesday, March 18, 2025 3:23 PM  
**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
**Cc:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
**Subject:** FW: AJC Transfer Switch

Good afternoon,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

Thanks,  
Scarlet

**Scarlet Green | Business Analyst**  
**Augusta – Richmond County | Central Services Department**  
2760 Peach Orchard Rd | Augusta, Georgia 30906  
(p) 706-432-5254 l (c) 762-333-4654  
[sgreen@augustaga.gov](mailto:sgreen@augustaga.gov) l [www.augustaga.gov](http://www.augustaga.gov)



**From:** Scarlet Green  
**Sent:** Friday, March 14, 2025 9:57 AM  
**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
**Cc:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
**Subject:** FW: AJC Transfer Switch

Hey Tim,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Scarlet Green  
**Sent:** Wednesday, March 12, 2025 1:57 PM  
**To:** Timothy Schroer <[tschroer@augustaga.gov](mailto:tschroer@augustaga.gov)>  
**Cc:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Ron Lampkin <[RLampkin@augustaga.gov](mailto:RLampkin@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>; Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Rachel McFatridge <[RMcFatridge@augustaga.gov](mailto:RMcFatridge@augustaga.gov)>  
**Subject:** FW: AJC Transfer Switch

Hey Tim,

Could you provide me with a SPLOST 8 Facilities Maintenance account for the attached quote? This is for the replacement of the transfer switch at the Judicial Center. I have also attached Procurement approval and the object code will be 53.19130.

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](mailto:sgreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**From:** Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>  
**Sent:** Wednesday, March 12, 2025 10:58 AM  
**To:** Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)>; Scarlet Green <[SGreen@augustaga.gov](mailto:SGreen@augustaga.gov)>; Arlene New <[anew@augustaga.gov](mailto:anew@augustaga.gov)>

**Cc:** Timothy Howard <[THoward@augustaga.gov](mailto:THoward@augustaga.gov)>

**Subject:** AJC Transfer Switch

Good afternoon,

Please proceed with the request of a purchase order for this emergency.

Thanks,

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](mailto:MRivera-Rivera@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



---

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

AED:104.1



### Administrative Services Committee

Meeting Date: Tuesday, April 15, 2025

## Emergency – Augusta Judicial Center Power Generator Automatic Transfer Switch (ATS) Replacement

---

<b>Department:</b>	Central Services Department
<b>Presenter:</b>	Ron Lampkin
<b>Caption:</b>	Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
<b>Background:</b>	After an assessment of the emergency backup generator at the Augusta Judicial Center, it was found that the transfer switch is malfunctioning and will require replacement. In its current state, the transfer switch will prevent the building from connecting to the power generator in the event of a power outage, leaving the facility without backup power. This issue poses a significant risk to the building's operations and security. It is crucial that the replacement of the transfer switch takes place as soon as possible to prevent these risks.
<b>Analysis:</b>	Georgia Power will perform the replacement of the Automatic Transfer Switch.
<b>Financial Impact:</b>	\$25,862.00 GL: 330-05-1120/53.19130 JL: 225-05-1130/53.19130
<b>Alternatives:</b>	A – Receive as information B – Do not receive as information
<b>Recommendation:</b>	Receive as information the emergency request for the replacement of the Automatic Transfer Switch (ATS) for the power generator located at the Augusta Judicial Center in the amount of \$25,862.00 by Georgia Power.
<b>Funds are available in the following accounts:</b>	\$25,862.00 GL: 330-05-1120/53.19130 JL: 225-05-1130/53.19130





# Proposal for AUGUSTA RICHMOND COUNTY

Augusta Richmond – Marshall Office Generator

Tuesday, March 11, 2025



Tuesday, March 11, 2025

## **AUGUSTA RICHMOND COUNTY**

Maria Rivera-Rivera  
Deputy Director, Facilities  
Augusta-Richmond County – Central Services Department

# **Re: Augusta Richmond – Marshall Office Generator**

Georgia Power Company is pleased to offer you our proposal to provide the following **Turnkey Design/Build** and commissioning of a 100 KW, automatic transfer and manual switch for the Marshall Office located at 3050 Deans Bridge Rd, Augusta GA , 30815.

### **Scope of work:**

- Install (1) new 100KW diesel Winco generator on a new concrete pad on the existing concrete area in the back of the building.
- Install (1) new 600amp ASCO service entrance rated automatic transfer switch (ATS).
- Install (1) new 600amp Trystar manual switch.
- Install all conduit and wire in between all new equipment for a fully operational emergency electrical system.
- Work to be performed outside of normal business hours.

### **Exceptions/Clarifications**

1. Owner to provide free access to areas under construction in a timely manner, failure to do so would result in additional fees.
2. Proposal is based on project specifications and project electrical system sheets, any alterations to quantities and/or functions by the Owner, Architect, Engineer, Local and/or State Fire Marshal's Office shall incur a change in the quoted price.
3. The quoted price does not include the following at this time.
  - a. Fueling for generator.
  - b. Bid bond, performance or payment bond.
  - c. Overtime or accelerated schedule.
  - d. Spare parts.



**Pricing Details:**

	Pricing
PM Contract (5-year Term)	
100KW Diesel Generator, transfer switch, automatic and manual transfer switches, conduit and wire	<b>\$224,831</b>

**The total price is \$224,831.00 taxes excluded**

## Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Utility Services not responsible for damages Resulting from “pre-existing conditions”
- This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

***This proposal is subject to, and is pending final approval by Georgia Power management subsequent to customer acceptance.***

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

*Tammy Harrington*

Customer Solutions Services - Georgia Power Company  
Phone – 770-550-5370 - Email – [TJHARRIN@southernco.com](mailto:TJHARRIN@southernco.com)

The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

**AUGUSTA RICHMOND COUNTY**

**GEORGIA POWER COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: - Terms and Conditions

### TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnatee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnatee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.



## Administrative Services Committee Meeting

Meeting Date: 03/25/2025

### HCD \_ 2024 Addendum Accounting Engagement Approval Request

<b>Department:</b>	HCD
<b>Presenter:</b>	Hawthorne Welcher, Jr. and/or HCD Staff
<b>Caption:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.
<b>Background:</b>	Augusta Housing and Community Development (HCD) has partnered with Cherry Bekaert, a nationally certified public accounting firm, to provide guidance and assistance related to grant management. As of March 2025, we have achieved 90% of the overall third addendum budget approved by the commission on December 3, 2024. This approved addendum will allow continual assistance with monthly bank reconciliations, provide guidance with the Schedule of Expenditure for Federal Awards (SEFA), and other accounting advisory services.
<b>Analysis:</b>	The approval of this request will enable us to strengthen our grant-related process and procedures, simplify our reconciliation process, and maintain compliance with the Department's Federal Programs.
<b>Financial Impact:</b>	In summation, this approval will enable HCD to continue its relationship with Cherry Bekaert to provide these accounting services. If approved, the term of the agreement expires on June 30, 2025.
<b>Alternatives:</b>	Do not approve HCD's request.
<b>Recommendation:</b>	Motion to approve Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.

**Funds are available in the following accounts:**

We will use the following General Ledger to pay the additional \$70,000.00  
221073110-5212119 – Misc Professional

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

Procurement

Finance

Law

Administrator

Clerk of Commission



## Office of the Administrator

Tameka Allen  
Administrator

December 3, 2024

Mr. Hawthorne Welcher, Director  
Housing Community & Development  
510 Fenwick Street  
Augusta, GA 30901

Dear Director Welcher,

At the regular meeting held on Tuesday, December 3, 2024, the Augusta, Georgia Commission, acted on the following items:

16. Approved Housing and Community Development Department's (HCD's) request to approve the addendum engagement agreement with Cherry Bekaert to continue to provide grant management assistance to the Housing and Community Development Department.

19. Approved HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process relative to authorization of Agreements/Contracts/Task Orders, for calendar year 2025.

20. Approved HCD's contract procedural process relative to authorization of Agreements / Contracts / HUD Forms related to HCD's federally funded programs for calendar year 2025. (Approved by Administrative Services Committee November 26, 2026)

21. Approved the submission of the FY2024 CoC Application to HUD, and grant the Mayor the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR).

22. Approved the 2023 HUD Consolidated Annual Performance and Evaluation Report (CAPER) for submission to the U.S. Department of Housing and Urban Development (HUD).

24. Approved Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development to continue development in the Sand Hills Area and support the construction of three (3) single family affordable housing units to be sold to low income homebuyers. (Approved by Administrative Services Committee November 26, 2026)

25. Approved Housing and Community Development Department's (HCD's) request to amend an existing Laney Walker Development Corporation ~ Miller Street Agreement to enable development partner (LWDC/WD Communities) reimbursement ahead of two (2) housing sales using an allowable non-federal source due to several interested buyers being over the HUD total household income limit.

If you have any questions, please contact me.

In Service,

Tameka Allen, Administrator

TA/nd



March 7, 2025

VIA EMAIL:  
HWelcher@augustaga.gov

Hawthorne Welcher  
510 Fenwick Street  
Augusta, Georgia 30901

Dear Mr. Welcher:

This the is Fourth Addendum to our original Engagement Letter dated August 1, 2022 ("Original Engagement Letter") between Cherry Bekaert Advisory LLC ("Cherry Bekaert", the "Firm", "we", "us") to provide advisory services to the Housing and Community Development Department of Augusta, Georgia (hereafter referred to as the "HCD", "you", "your", or "management") sets forth the nature and scope of the services we will provide in addition to the services set forth in our Original Engagement Letter, the fees we will charge for such additional services, as well as the terms of agreement. Unless otherwise described below, such services will be subject to the same terms and conditions as set forth in our Original Engagement Letter.

### ***Summary of Services***

We will provide additional technical accounting and GASB consulting services on complex accounting and financial reporting matters for reporting year 2024. Our services may include assistance with monthly bank reconciliations, and annual SEFA reconciliation, and other accounting advisory services requested by HCD, if any.

### ***Professional Fee Estimates***

Our fees for the services described above are generally based on the time spent at our established hourly rates, adjusted for other appropriate factors, including the difficulty of the assignment, the expertise of the personnel assigned, time limitations imposed risks, and responsibilities the work entails, and the value of our services.

Our hourly rates for these consulting services are reflected in the following table:

Experience Level	Rates
Partner and Principal	\$295
Managing Director and Director	\$275
Senior Manager	\$250
Manager	\$210
Senior Associate	\$185
Associate	\$165



Our estimated range of fees, based on the hours billed, will not exceed \$75,000. If we approach the maximum fee range noted above, we will notify you in writing. Any additional fees and associated scope will be agreed to in writing prior to the commencement of work.

### ***Other Matters***

Our procedures will not result in the expression of an opinion, or any other form of assurance, on HCD's financial statements or any part thereof; nor an opinion or any other form of assurance on HCD's internal control systems or its compliance with laws, regulations, or other matters. We will not express an opinion or any other form of assurance with respect to management's system of internal control over financial reporting or in safeguarding HCD's assets.

The terms of this agreement expire December 31, 2025.

This Addendum, together with our Original Engagement Letter and Engagement Letter Terms and Conditions and any Exhibits, sets forth the entire understanding between HCD and Cherry Bekaert regarding the additional services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral.

If the foregoing is in accordance with your understanding, please sign a copy of this Addendum in the space provided and return it to us in paper form or by electronic transmission. The parties agree that this Addendum may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures. The terms, fees, and conditions listed herein will expire 60 days from the date of this Addendum if unsigned, unless Cherry Bekaert, at its sole discretion, expressly agrees to waive the provisions of this paragraph. Please maintain a copy of this Addendum for your files.

We want to express our appreciation for this opportunity to be of service to you. If you have any questions or concerns regarding this Addendum, please do not hesitate to contact us.

Sincerely,

*Cherry Bekaert Advisory LLC*

**CHERRY BEKAERT ADVISORY LLC**

ACCEPTED BY:

**Housing and Community Development Department of Augusta, Georgia**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title / Entity

\_\_\_\_\_  
Date



## Engineering Services Committee

March 25, 2025

Traffic Lights or devices at Squire and Barton Chapel Road

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Discuss installation of traffic lights or other traffic devices at Squire and Barton Chapel Rd. ( <b>Requested by Commissioner Alvin Mason</b> )
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Engineering Services Committee Meeting

Meeting Date: April 8, 2025

Acceptance of Encroachment Agreement for Ann Boardman Park (Kroc Center)

---

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Encroachment Agreement for Ann Boardman Park (Kroc Center)
<b>Background:</b>	The Salvation Army Kroc Center is planning on constructing Ann Boardman Park at 1833 Broad Street. Augusta owns a permanent drainage and utility easement and canal maintenance easement on this property.
<b>Analysis:</b>	This Encroachment Agreement outlines the terms under which The Salvation Army and Kroc Center may construct the park within Augusta's easement.
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	Disapprove acceptance of the Encroachment Agreement.
<b>Recommendation:</b>	Approve and accept the Encroachment Agreement.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**ENCROACHMENT AGREEMENT**

**on Property located n/k/a 1833 Broad Street**

**Between**

**Augusta, Georgia, a political subdivision of the State of Georgia**

**And**

**The Salvation Army, a Georgia Non-Profit Corporation**

**Date:**

---

**I. Purpose**

This Encroachment Agreement (hereinafter referred to as "Agreement") commemorates the existence of an easement held by Augusta, Georgia (hereinafter referred to as "Augusta") on the property owned by The Salvation Army and on which The Salvation Army Ray & Joan Kroc Corps Community Center (hereinafter referred to as "the Kroc Center") is located. This Agreement outlines the terms under which The Salvation Army and the Kroc Center may construct the Ann Boardman Park and various constructed elements within the boundaries of the easement, subject to specific criteria agreed upon by all parties.

**II. Background**

**1. Easement History:**

Augusta owned several permanent drainage and utility (see Exhibit B) on property that was sold to The Salvation Army for the construction of the Kroc Center. At the time of the sale of the land, Augusta and The Salvation Army agreed to combine certain of these easements into one drainage and utility corridor and canal maintenance easement ranging in width from 100 feet to 133 feet, the description of which is recorded in the Warranty Deed recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Deed Book 1223 page 1645, dated July 8, 2009. between the Augusta Land Bank and The Salvation Army, on page 3 paragraph No. 3 of said document (see Exhibit B). Said easement

is included in a subdivision plat for The Salvation Army (Kroc Center) by Toole Surveying Company, Inc., dated May 29, 2009, and revised June 25, 2009, June 26, 2009 and June 30, 2009, recorded in said clerk's office in Plat Book 5, Page 101 and to which reference is hereby made for a more accurate description of the metes and bounds of said easement (hereinafter referred to as the "easement"). Augusta has continued to hold this easement for drainage, utility, maintenance, access, and canal maintenance purposes, for both existing systems, any and all future systems Augusta should decide to construct within said easement, as well as all uses described in the aforesaid deed.

**2. Proposed Sewer Alignment:**

The path of the proposed Mid-City Sewer Replacement alignment has been revisited and is depicted in Exhibit A, attached to this Agreement. When laying out the plan for the Ann Boardman Park, all existing utility structures (including but not limited to (water lines, gravity sanitary sewer line, force mains, fiber optics lines and storm sewer lines) within the easement must be taken into consideration and protected. Other future projects, besides the Mid-City Sewer, may be constructed in this area.

**III. Terms of Agreement**

**1. Construction Within Easement:**

The Salvation Army and the Kroc Center may construct a Park and various other non-permanent and non-habitable elements within the boundaries of Augusta's easement, provided that these constructions comply with the criteria outlined in this Agreement and all Federal, State and Local laws, rules, guidelines, and regulations. All initial plans and any subsequent changes must go through the approval process of Augusta, Georgia.

**2. City's Rights and Responsibilities:**

- a. Augusta reserves the right to exercise its rights as granted in Exhibit B.
- b. Augusta will not be responsible for replacing or repairing any of the Park or the constructed elements placed by The Salvation Army and the Kroc Center, within the Augusta's easement, that are damaged, destroyed or removed during such times that Augusta exercises any of its rights as outlined in Exhibit B.

**3. Restrictions on Construction:**

The Salvation Army and the Kroc Center agree to the following restrictions within the easement area:

- a. No constructed elements shall be placed in direct conflict with the utility alignment as shown in Exhibit A or any existing infrastructure.
- b. Nothing may be constructed that would interfere with Augusta's maintenance of the canal.
- c. No permanent (non-removable) or habitable structures, deep pavement, footings, or other substantial structures shall be built within the easement.
- d. To avoid interference with existing and future utility projects, as well as canal maintenance, no trees shall be planted within the easement.
- e. Any damages to Augusta's existing infrastructure that is due or caused by the initial construction of Ann Boardman Park, any subsequent construction, maintenance and

operation of the Park shall be the responsibility of The Salvation Army and the Kroc Center. If such damage occurs, The Salvation Army and the Kroc Center shall notify Augusta immediately. The Salvation Army and the Kroc Center agree to be responsible for any and all costs for the repair of said damages, as determined by Augusta, and shall make payment to Augusta within 30 days of receipt of an invoice.

#### **IV. Indemnification - Includes Initial Construction, Subsequent Construction, Maintenance and Operation of the Park:**

To the fullest extent permitted by Laws and Regulations, The Salvation Army, the Kroc Center, their employees, agents, consultants, contractors and subcontractors shall indemnify and hold harmless Augusta and its consultants, agents and employees from and against any and all claims, damages, losses, and expenses, direct and indirect or consequential (including, but not limited to fees and charges of architects, attorneys and court arbitration costs) arising out of or resulting from the planning, construction, operation, and maintenance of the Park, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of The Salvation Army, the Kroc Center, their employees, agents, or contractors, any subcontractors, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of any such party.

In any and all claims against Augusta or any of their consultants, agents or employees by any employee of The Salvation Army and the Kroc Center, any contractor or subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for The Salvation Army and the Kroc Center, contractor or any such subcontractor, or other person or organization under workers or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **V. Execution**

This Agreement serves as a formal acknowledgment of the terms under which the Kroc Center may utilize Augusta's easement for Park construction and other elements. It ensures that Augusta retains its utility rights while permitting The Salvation Army and the Kroc Center to enhance the community with Park amenities.

This Agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

This Agreement shall run with the land and be binding on all current and future owners.

This Agreement may be terminated by either party, with a sixty (60) day notice to either party.

This Agreement is executed on the date first above written and shall remain in effect until amended or terminated by mutual agreement of the parties.

Signed, sealed and delivered in the presence of

Signatories:

THE SALVATION ARMY, A Georgia Non-Profit Corp.

By: 

Signature

Printed Name: Major Jonathan Raymer

As Its: Area Commander/Senior Kroc Officer

Attest: 

Signature

Printed Name: Dawn Stribbling

As Its: Secretary

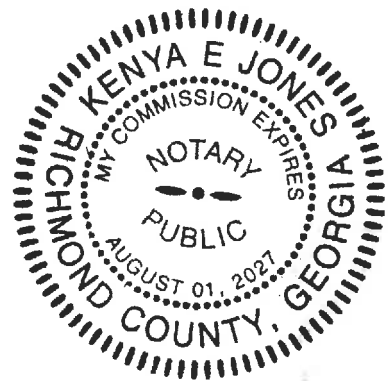
Witness: 

Notary Public: 

For the State of GA County of Richmond

My Commission Expires 8/1/2027

(Notary Seal)



AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

(Notary Seal)



Book 01223:1647 Augusta - Richmond County  
2009029987 07/09/2009 13:46:43.01

Said property is conveyed subject to applicable easements and restrictions shown on said plat and filed of record.

THIS CONVEYANCE IS MADE SUBJECT TO AND ENHANCED BY THE FOLLOWING:

1. As to the drainage utility structures and systems (hereinafter: UTILITIES) in place, both parties agree that all UTILITIES are not absolutely defined on any plats but do exist within these tracts to be deeded hereunder. Both parties agree that all UTILITIES as they exist are considered Augusta-Richmond County easements by prescription and will continue to be Augusta-Richmond County easements after the sale of subject properties. During this project, some of these will have to UTILITIES be relocated for the Kroc Center project to be completed as drawn. Both parties agree that, as these UTILITIES need to be considered to be moved or relocated, Toole Surveying Company, Inc., on behalf of The Salvation Army (Kroc Center Project) shall first obtain written permission from the engineering department and utility department of Augusta-Richmond County before these UTILITIES are relocated. Once that agreement is reached, a document will be drawn showing all of the new locations and new easements to be drawn and those easements will be granted and the new UTILITIES shall be dedicated, in writing, by The Salvation Army to Augusta-Richmond County and Augusta-Richmond County will abandon all previous easements and UTILITIES that are relocated by this agreement. Both parties understand that this process will be a work in progress as the engineering and architectural drawings proceed for the Kroc Center Project.
2. Augusta, Georgia, shall retain a twenty (20) foot permanent drainage, utility, access and maintenance easement over all existing water pipelines and sanitary sewer pipelines as shown on a plat prepared by Toole Surveying Company, Inc., for the Salvation Army (Kroc Center)), dated May 29, 2009, and revised June 30, 2009, said plat being recorded with this document and to which reference is made for a more accurate and complete description of metes, bounds and courses. Said easements are for the purposes of repairing, maintaining, laying, relaying, installing, expanding, and adding structures transporting Augusta's drainage and utilities.
3. Augusta, Georgia shall retain unto itself a permanent drainage and utility corridor and canal maintenance easement, which varies in width from one hundred (100) feet to one hundred thirty three (133) feet, as shown on said plat. Said easement shall be in the form of a permanent drainage, utility, access and maintenance easement covering all existing water and/or sanitary sewer pipelines, all future water and/or sanitary sewer pipelines, and any other utility services constructed, or maintained, by Augusta, Georgia. Said easement is for the purposes of repairing, maintaining, laying, relaying, installing, expanding, and adding structures transporting Augusta's drainage and utilities, as well as for the maintenance of the canal.
4. Augusta, Georgia shall also retain unto itself a twenty (20) foot permanent easement over any drainage and utility structure, constructed and/or maintained by Augusta, Georgia, which is not shown on said plat, but which may be discovered at a later date. Said easement(s) will be for the same purposes as stated above.
5. Augusta, Georgia, its successors and assigns, also retain the right, but not the duty, to clear and keep clear all trees, undergrowth and other obstructions from said permanent easement(s), along with the free right of ingress and egress to and from said permanent easements for this purpose and all aforesaid purposes. The Grantee, its successors, heirs and assigns shall have the right to use said easement(s) in any manner not inconsistent or interfering with the aforesaid

Exhibit B





## Engineering Committee Meeting

Meeting Date: 4/8/2025

### Midco Diving Emergency Costs for Repairs of Damage found during Inspection

<b>Department:</b>	Utilities Department
<b>Presenter:</b>	Wes Byne <i>FWB</i>
<b>Caption:</b>	Midco Diving was onsite to do cleaning and Inspection of Clearwell #5 upon Inspection Damage was found and needed to repaired immediately, while onsite had dive team clean the screens for East and West reservoirs, in the amount of \$35,392.50 as an emergency repair.
<b>Background:</b>	Midco Diving was onsite to do cleaning and Inspection of Clearwell #5 upon Inspection found damage inside the Clearwell that needed to be repaired due to water loss and stop further damage to critical infrastructure.
<b>Analysis:</b>	Midco Diving was on the contractor onsite doing the Inspection and cleaning of Clearwell, it was a cost savings to have them go ahead and repair damage then arrange for mobilization of another company.
<b>Financial Impact:</b>	\$ 35,392.50 is the impact and there are funds available
<b>Alternatives:</b>	No Alternatives as work has been completed
<b>Recommendation:</b>	Approve this purchase of service to Midco Diving
<b>Funds are available in the following accounts:</b>	506-04-3520-5425110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

**UTILITIES DEPARTMENT**

**Wes Byne, P.E.**  
**Director**

**TO:** Darrell White *D White* 3/31/25  
Interim Director, Procurement Department

**THRU:** Wes Byne, P.E. *FWB*  
Director, Utilities Department

**FROM:** Steve Orton, P.E.

**CC:**

**DATE:** 3/27/2025

**SUBJECT:** Emergency Repair of Clearwell #5 and Screens in Reservoirs Highland Water Treatment Plant

---

The Dive Team arrived onsite and upon cleaning #5 Clearwell they found some damage areas that need repairs so this emergency is for the time and material to repair this damage and also to clean the screens in the reservoirs East and West to fix an issue we had with pulling water out of the reservoirs and into the plant.

Thank You Steve Orton

Midco Diving & Marine Services, Inc.  
P.O. Box 513  
Rapid City, SD 57709-0513  
+18004791558  
lacy@midcodiving.com  
www.midcodiving.com



Item 23.

**BILL TO**

Augusta Utilities Department  
Attn: Stephen Orton  
2869 Central Ave  
Augusta, GA 30909

**SHIP TO**

Augusta Utilities Department  
Clearwell #2-#5  
33 28'10.2"N 82 01'56.0"W

-----  
West Raw Water Res. Intakes  
#1-3  
33.472312 N 82.034506 W

-----  
East Raw Water Res. Intakes  
#1-3  
33.472240 N 82.032618 W

-----  
Augusta, GA 30909

**INVOICE 6002**

**DATE** 02/13/2025 **TERMS** Net 10 Days

**DUE DATE** 03/29/2025

**PURCHASE ORDER**  
PENDING PO

**JOB ID**  
P2025113 & C2025004

DATE	DESCRIPTION	AMOUNT
02/19/2025	Discount (1/2 Day Work - None Customer Issue)	-2,068.00
02/23/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
02/23/2025	Additional Work (1 Hr)	517.00
02/24/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
02/25/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
02/26/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
02/26/2025	Additional Work (0.5 Hrs)	258.50
02/27/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
02/27/2025	Additional Work (3 Hrs)	1,551.00
02/28/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
02/28/2025	Additional Work (1 Hr)	517.00
03/01/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
03/01/2025	Additional Work (2 Hrs)	1,034.00
03/02/2025	Daily Crew Rate (Up to 8 Hrs)	4,136.00
03/02/2025	Full Written Report & Video x 1	495.00

Total Project Expense: \$61,858.50  
-- Inv 6030 - PO P480703: \$26,466.00  
-- Inv 6002 - Pending PO: \$35,392.50

**SUBTOTAL** 35,392.50  
**TOTAL** 35,392.50

Thank you for your business!

TOTAL DUE

\$35,392.50

Item 23.

# AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

Item 23.

**CHECK ALL THAT APPLY:**

**REQUISITION #**

DATE: 03/27/2025

DIVISION: Highland Water Filter Plant

FUND #: 506043520

- |  |                                    |                                      |   |                                    |   |
|--|------------------------------------|--------------------------------------|---|------------------------------------|---|
| <input checked="" type="checkbox"/> WATER    | <input type="checkbox"/> EQUIPMENT | <input type="checkbox"/> CHEMICAL    | <input type="checkbox"/> LAB              | <input type="checkbox"/> IT        | <input type="checkbox"/> ROUTINE              |
| <input type="checkbox"/> SEWER               | <input type="checkbox"/> TOOLS     | <input type="checkbox"/> GASES       | <input type="checkbox"/> UNIFORM          | <input type="checkbox"/> SCADA     | <input checked="" type="checkbox"/> EMERGENCY |
| <input checked="" type="checkbox"/> SUPPLIES | <input type="checkbox"/> SAFETY    | <input type="checkbox"/> REPAIR      | <input type="checkbox"/> LIFT STATION     | <input type="checkbox"/> INVENTORY | <input type="checkbox"/> SOLE SOURCE          |
| <input type="checkbox"/> SERVICE             | <input type="checkbox"/> OFFICE    | <input type="checkbox"/> MAINTENANCE | <input checked="" type="checkbox"/> OTHER | <input type="checkbox"/> BID ITEM  | <input type="checkbox"/> PREFER ITEM          |

SHIP TO:		VENDOR:	Midco Diving & Marine Services, Inc.					
2822 Central ave. Augusta, Ga		ADDRESS:	po box 513 Rapid City, SD 57709					
30909		PHONE #:	800-479-1558					
		QUOTED BY:	Carissa mcdonald					
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1.	Repairs needed while	1	35392.50	35392.5		0		0
2.	Inspecting #5 Clearwell			0		0		0
3.	and cleaning of east			0		0		0
4.	and west Resivoirs			0		0		0
5.	Screens			0		0		0
6.				0		0		0
7.				0		0		0
8.				0		0		0
9.				0		0		0
10.				0		0		0
11.				0		0		0
12.				0		0		0
13.				0		0		0
14.				0		0		0
SHIPPING CHARGES		1		0		0		0
TOTAL				35392.5		0		0

**JUSTIFICATION AND EXPLANATION FOR PURCHASE:**

This is for a Dive team to fix issues in #5 Clearwell and to clean the screens in the resivoirs

REQUESTED BY: *Steve Orton*

APPROVED BY: *Bobby Robinson* *Frank W Byne*



## Engineering Services Committee Meeting

Meeting Date: 4/8/2025

### Supplemental Funding for JLA Engineering Services to the Utilities Department

<b>Department:</b>	Utilities
<b>Presenter:</b>	Wes Byne, Director
<b>Caption:</b>	Approve supplemental funding to continue engineering services by Johnson, Laschober & Associates, P.C for the Utilities Department on Fort Eisenhower (18UTI451)
<b>Background:</b>	Fort Eisenhower has an ongoing post wide construction program. Johnson, Laschober & Associates, P.C. (JLA) have been on Fort Eisenhower's design team for the Cyber CoE Campus projects MCA-1 through MCA-4, and other projects such as AIT Phase 3, Willard Training Area, Brant Hall and Vincent Hall. Thus, JLA is knowledgeable of the planning, design, scheduling, and coordination information, which is often subject to change. JLA is uniquely positioned to continue to provide professional engineering services to AUD on Fort Eisenhower, and represent AUD interests on these and future projects.
<b>Analysis:</b>	JLA is currently contracted to provide engineering services to AUD for the Cyber CoE Campus projects, as well as on-call services for AUD on other assigned projects. However, their contract funding is nearly completely committed for AUD projects with less than \$28,000 uncommitted. Therefore, AUD requests approval of additional funding in the amount of \$250,000.00 for JLA to continue to provide engineering services to AUD on Fort Eisenhower. These professional services costs are to be recovered within AUD's projects' budgets paid for by Fort Eisenhower.
<b>Financial Impact:</b>	The cost is \$250,000.00.
<b>Alternatives:</b>	No alternatives are recommended.
<b>Recommendation:</b>	Recommend approval of supplemental funding to add \$250,000 to the contract with Johnson, Laschober & Associates, P.C. (JLA) to continue to provide engineering services for AUD on Fort Eisenhower.
<b>Funds are available in the following accounts:</b>	515043490/5212115 / 88880160/5212115
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





February 6, 2025

Steven Behrend, PE  
Augusta Utilities Department  
452 Walker Street  
Augusta, GA 30901

Re: Augusta Utilities Department (AUD) Fort Eisenhower Task Order Projects  
JLA No: PZL 033  
Letter No: 001

Dear Mr. Behrend:

Johnson, Laschober & Associates, P.C. (JLA) is pleased to provide consulting services to AUD for upcoming and future Task Order projects at the Fort Eisenhower Army Installation. The total Task Order fee of \$250,000 for Architectural/Engineering services is acceptable. Upcoming projects that are anticipated to be under this Task Order, but not limited to:

1. Cyber COE Campus Utilities – Project 4 (MCA-4) – Bidding and Construction Administration.
2. Additional projects to be determined by AUD.

Please let us know if you have any questions.

Sincerely,

JOHNSON, LASCHOB & ASSOCIATES, P.C.

A handwritten signature in blue ink, appearing to read 'T. Wimberly', is written over the printed name and title.

Trevor A. Wimberly, P.E.  
Project Manager

cc: file



# AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

## PURCHASE ORDER

PURCHASE ORDER  
18UTI451

Item 24.

DATE 11/04/22	DEPARTMENT 043490	VENDOR PHONE #	REQUISITION/QUOTE NO. R300396
VENDOR # 8657	E-VERIFY #	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR JOHNSON LASCHOB AND ASSOC P O BOX 2103 AUGUSTA, GA 30903		ATTN: CO1 BID NUMBER: 13124  CONTRACT #: 18UTI451 BUYER: NANCY	
SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901		BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335  ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.	

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		FORT GORDON CYBER COE CAMPUS ENGINEERING CONSULTANT SERVICES  APPROVED BY COMMISSION 2/20/18, ITEM #23  507-04-3490/52-12115	150,000.00	150,000.00
0002	1	EACH		ADD CO #1: SUPPLEMENTAL ENGINEERING SERVICES  APPROVED BY COMMISSION 7/18/19, ITEM #19  507-04-3490/52-12115	200,500.00	200,500.00
0003	1	EACH		ADD CO2: CYBER COE CAMPUS SUPP ENGINEERING SVCS  APPROVED BY COMMISSION 9/20/22, ITEM #33  515-04-3490/52-12115  8888160-5212115	200,000.00	200,000.00

CORRECTION:  
DATE 11/5/22 INITIALS [Signature]  
DISCUMBRANCE:  
DATE 5/1 INITIALS [Signature]

### CONDITIONS - READ CAREFULLY

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

Sent by:

NOV 17 2022

Tess Thompson

REQUISITIONER

NET TOTAL.....

550,500.00

APPROVED FOR ISSUE

[Signature]

PROCUREMENT DIRECTOR



### Meeting Name

Meeting Date: April 15, 2025

Dennis Road Improvements

TIA PI # 0017632

Bid #23-234

File Reference: 25 – 014(T)

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve Change Order 1 for the supplement Construction Contract to Reeves Construction Company in the amount of \$963,722.50 for completing needed supplemental Water Line Improvements for Transportation Investment Act (TIA) Project, Dennis Road Improvements Project. AE/ Bid 23-234 – 24ENG104
<b>Background:</b>	The Dennis Road Improvements is a project from the “Approved Investment List” of TIA2 that was approved by voters of the CSRA on the June 9, 2020 referendum. This is Band 1 project. The improvements consist of improving roadway safety by widening resurfacing, constructing the curb and gutter, sidewalks and improving the storm water system. The project will improve roadway safety. On March 5, 2024, Augusta Commission awarded the project construction contract to Reeves Construction Company. The project is under construction and it is determined that the existing water line needs replacement/upgrade. This is a supplement construction to the primary contacted improvements and its completion with road improvements is necessary for safe management of water conveyance and safety of the newly constructed road.
<b>Analysis:</b>	The project is under construction and roadway improvements are in progress. Additional identified supplement work is critical for completing roadway improvements as intended for enhancing roadway operation and safety. This cost was analyzed and determined to be reasonable and cost effective for the type of work being performed.
<b>Financial Impact:</b>	Funds in amount of \$963,722.50 are available in AUD fund (G/L 516043410-5425110 / J/L 82500020-5425110)
<b>Alternatives:</b>	1) Do not approve and find alternative to complete supplemental critical water line improvements and meet TIA project completion schedule.
<b>Recommendation:</b>	Approve to supplement Construction Contract to Reeves Construction Company in the amount of \$963,722.50 for completing needed supplemental

Water Line Improvements for Transportation Investment Act (TIA) Proj  
Dennis Road Improvements Project. AE/ Bid 23-234



Item 25.

**Funds are available in (\$963,722.50) 516043410-5425110 / 82500020-5425110 - AUD FUNDS  
the following accounts:**

**REVIEWED AND** HR/sr  
**APPROVED BY:**



**ENGINEERING DEPARTMENT****Hameed Malik, Ph.D., PE, Director****MEMORANDUM**

**TO:**  Darrell White, Interim Director, Procurement  
**FROM:**  Dr. Hameed Malik, Director, Engineering  
**DATE:** March 31, 2025  
**SUBJECT:** **Dennis Road Improvements Project**  
**Project No.: 17632**  
**Purchase Order No: 24ENG104**

  
4/1/25

---

Please approve Change Order 1 for supplemental funding for the Dennis Road Improvements project, for PO: 24ENG104, for Reeves Construction, in the amount of \$963,722.50. This supplemental funding is critical for completing roadway improvements as intended for enhancing roadway operation and safety.

It is agreed that as a result of the above described modifications the contract amount is increased by \$963,722.50 from \$4,021,957.00 to \$4,985,679.50.

Funding will come from account number:

(\$963,722.50) – 516043410-54.25110 / 82500020-54.25110

Should you have any questions, please contact the department at 706-796-5040.

HM/sr

Attachment: CST Change Order 1 – Dennis Road Improvements

**Cc:** Hameed Malik, P. E., PhD, Director  
Lewis Avery, Assistant Director of Finance & Administration, EESD



A COLAS COMPANY

1 APAC Industrial Way  
Augusta, Georgia 30907  
Phone: (706) 731-5230

Facsimile: (706) 731-8620

March 11, 2025

Sean Barr  
Engineering & Construction  
Augusta Utilities Department  
452 Walker St  
Suite 200  
Augusta, GA 30901

RE: Dennis Road Improvements Change order pricing- Water Line Relocation

Dear Mr. Barr,

Reeves Construction Company respectfully submits the below change order pricing for the water line relocation on the Dennis Road Improvements Project. Reeves Construction request an additional 93 Calendar days to be added to total contract time to complete this scope of work.

Please feel free to give me a call if you have any questions.

Sincerely,

Hugh O'Brien  
Assistant Project Manager  
Reeves Construction Company  
762-994-7305

CC: Dallas Suggs-RCC  
File:10321224



DENNIS ROAD WATER LINE RELOCATION					
Item No.	Quantity	Description	Unit	Unit Price	Total Cost
W-1A	2300	8" Water Main, DIP	LF	\$ 105.00	\$ 241,500.00
W-1B	20	2" COPPER PIPE	LF	\$ 345.00	\$ 6,900.00
W-2A	860	8" Water Main, DIP, Restrained Joint	LF	\$ 125.00	\$ 107,500.00
W-2B	210	6" Water Main, DIP, Restrained Joint	LF	\$ 110.00	\$ 23,100.00
W-4A	4	6"- 90° FITTING	EA	\$ 675.00	\$ 2,700.00
W-4B	2	6"- 45° FITTING	EA	\$ 675.00	\$ 1,350.00
W-4C	4	6" SLEEVE FITTING	EA	\$ 675.00	\$ 2,700.00
W-4D	1	6"x6" TEE FITTING	EA	\$ 875.00	\$ 875.00
W-4E	11	8"- 45° FITTING	EA	\$ 845.00	\$ 9,295.00
W-4F	3	8"- 90° FITTING	EA	\$ 845.00	\$ 2,535.00
W-4G	1	8" SLEEVE FITTING	EA	\$ 845.00	\$ 845.00
W-4H	3	8"x8" TEE FITTING	EA	\$ 1,000.00	\$ 3,000.00
W-4I	2	8"x6" TEE FITTING	EA	\$ 1,000.00	\$ 2,000.00
W-4J	1	8"- 22.5° FITTING	EA	\$ 845.00	\$ 845.00
W-4K	1	8"- 11.25° FITTING	EA	\$ 845.00	\$ 845.00
W-4L	3	8"x6" TEE FITTING	EA	\$ 1,000.00	\$ 3,000.00
W-4M	1	6"x2" TAPPED PLUG FITTING	EA	\$ 600.00	\$ 600.00
W-4N	8	6" CAP FITTING	EA	\$ 600.00	\$ 4,800.00
W-4O	4	2" CAP FITTING	EA	\$ 350.00	\$ 1,400.00
W-5	5	FIRE HYDRANT AND VALVE ASSEMBLY	EA	\$ 9,100.00	\$ 45,500.00
W-6A	3	6" GATE VALVE	EA	\$ 2,700.00	\$ 8,100.00
W-6B	9	8" GATE VALVE	EA	\$ 3,500.00	\$ 31,500.00
W-10	1	12"x8" TAPPING SLEEVE AND VALVE	EA	\$ 15,400.00	\$ 15,400.00
W-13	6	1" LONG SIDE WATER SERVICE CONNECTIONS	EA	\$ 3,900.00	\$ 23,400.00
W-14	9	1" SHORT SIDE WATER SERVICE CONNECTIONS	EA	\$ 1,500.00	\$ 13,500.00
W-15	1055	8" POLYETHYLENE PIPE WRAP	LF	\$ 11.50	\$ 12,132.50
W-16A	7	WATER MAIN TIE-IN TO EXISTING LINES	EA	\$ 14,300.00	\$ 100,100.00
W-17	4	MISCELLANEOUS CONCRETE	CY	\$ 750.00	\$ 3,000.00
W-18	10	ABANDON EXISTING WATER VALVES	EA	\$ 1,500.00	\$ 15,000.00
W-21	2	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	\$ 1,900.00	\$ 3,800.00
M-4	100	SELECT BACKFILL	CY	\$ 125.00	\$ 12,500.00
LS-4	1	TRAFFIC CONTROL (AUD RELATED)	LS	\$ 239,000.00	\$ 239,000.00
LS-7	1	OWNERS ALLOWANCE	LS	\$ 25,000.00	\$ 25,000.00
<b>TOTAL PROJECT COST</b>					<b>\$ 963,722.50</b>



## Engineering Services Committee Meeting

Meeting Date: April 8, 2025

Dedication of Orchard Landing

File Reference: 23-005(A)

---

<b>Department:</b>	Engineering & Environmental Services
<b>Presenter:</b>	Dr. Hameed Malik, Director
<b>Caption:</b>	Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Orchard Landing. Also, approve Augusta Utilities Department easement deed and maintenance agreement.
<b>Background:</b>	<p>The final plat for this portion of Orchard Landing was approved by the Commission on November 15, 2021. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.</p> <p>The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.</p>
<b>Analysis:</b>	<p>This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.</p> <p>Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.</p>
<b>Financial Impact:</b>	<p>By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.</p> <p>By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.</p>
<b>Alternatives:</b>	<ol style="list-style-type: none"> <li>1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Orchard Landing. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Orchard Landing.</li> <li>2. Do not approve and risk litigation.</li> </ol>
<b>Recommendation:</b>	Approve Alternative Number One.



**Funds are available in N/A  
the following accounts:**

**REVIEWED AND** HM/dh  
**APPROVED BY:**

AGENDA ITEM NUMBER: \_\_\_\_\_  
 EDITION: \_\_\_\_\_

**DATE:** APRIL 3, 2025

**TO:** HONORABLE GARNETT JOHNSON, MAYOR  
 MEMBERS OF COMMISSION  
 ALVIN MASON, CHAIRMAN,  
 ENGINEERING SERVICES COMMITTEE

**THROUGH:** TAMEKA ALLEN, ADMINISTRATOR

**FROM:** HAMEED MALIK, PHD., PE  
 DIRECTOR OF ENGINEERING

**SUBJECT:** DEDICATION OF: ORCHARD LANDING  
 FILE REFERENCE: 23-005(A)

**CAPTION:** Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Orchard Landing. Also, approve Augusta Utilities Department easement deed and maintenance agreement.

**BACKGROUND:** The final plat for this portion of Orchard Landing was approved by the Commission on November 15, 2021. The road design and plat for this section has been reviewed and accepted by our engineering staff and the construction has been reviewed by our inspectors.

The Utilities Department has inspected and reviewed the water and sanitary sewer installations, and hereby requests acceptance of the utility deed.

**ANALYSIS:** This section meets all codes, ordinances and standards. There are no wetlands, or 100-year flood plain boundaries involved in this section.

Acceptance of said utility deed shall dedicate, as required, the water and sanitary sewer mains along with the applicable easements to Augusta, Georgia for operation and maintenance.

AGENDA ITEM: \_\_\_\_\_

EDITION: \_\_\_\_\_

April 3, 2025

Page Two

**FINANCIAL  
IMPACT:**

By accepting this road and storm drainage installations into the County system and after the 18-month maintenance warranty by the developer/contractor for the roads and storm drainage has expired, all future maintenance and associated costs will be borne by Augusta, Georgia.

By acceptance of the utility deeds and maintenance agreements, all future maintenance and associated costs for water and sanitary sewer installations will be borne by Augusta, Georgia, and positive revenue will be generated from the sale of water and sanitary sewer taps and monthly billing of same.

- ALTERNATIVES:**
1. Approve the deed of dedication, maintenance agreement, and road resolution submitted by the Engineering Department for Orchard Landing. Also, approve Augusta Utilities Department easement deeds and maintenance agreements for Orchard Landing.
  2. Do not approve and risk litigation.

**RECOMMENDATION:** Approve Alternative Number One.

**REQUESTED AGENDA DATE:** Commission Meeting April 15, 2025

**DEPARTMENT  
DIRECTOR:** \_\_\_\_\_

**FUNDS ARE AVAILABLE IN THE  
FOLLOWING ACCOUNTS:**

N/A

**DEPARTMENT  
DIRECTOR:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ADMINISTRATOR:** \_\_\_\_\_

**FINANCE:** \_\_\_\_\_

HM/


Attachments


cc: Walt Corbin PE – Engineering Manager  
Agenda File  
Main File

Hameed Malik, PhD., PE, Director

Plan & Review Section Manager,  
Richard A. Holliday, Sr. Lead Design Engineer**MEMORANDUM**

**To:** Hameed Malik, P.E., PhD  
Director of Engineering

**Through:** Brett Parsons, Principal Engineer Land Development 

**From:** Richard A. Holliday, Lead Design Engineer 

**Date:** March 24, 2025

**Subject:** Certificate of Completion  
Dedication of Orchard Landing  
File reference: 23-005(A)3

---

A final inspection has been conducted on the above-mentioned development. This development meets the standards and specifications set forth in the Augusta-Richmond County Development Regulations Guidelines outlined in the Land Development and Stormwater Technical Manuals. The submitted Deed of Dedication and 18-Month Warranty Agreement reads appropriately, with the language in both documents meeting criteria for dedication of the roadway systems and drainage systems within. The final plat was previously accepted by the Commission on June 15, 2021. Therefore, these development dedication documents are ready to present to the Commission for acceptance into the City's infrastructure system.

Thank you for your assistance on this matter. Please call if you have any questions or need additional information, 706-821-1706.

RAH

Attachment

cc: Walt Corbin, P.E., Engineering Manager  
Carla Delaney, Director of Planning and Development  
Kevin Boyd, Development Services Manager  
File

D: PLAT B: 16 P: 192  
Recorded: 07/01/2021 06:42 PM  
Doc # 2021023104 Pages: 3 Fees: \$30.00  
Held: Holmes Sullivan  
Clerk of Superior Court, Augusta-Richmond County, GA  
eFile Participant ID#: 4471462047.

**SURVEY CERTIFICATION**  
AS REQUIRED BY SUBSECTION (b) OF O.C.G.A. SECTION 16-4-47, THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL SURVEYORS AND LAND SURVEYORS AS SET FORTH IN SECTION 16-4-47.

**ORCHARD LANDING**  
3508 PEACH ORCHARD ROAD, AUGUSTA, GEORGIA - TAX PARCEL 155-3-001-00-0

RECORD PLAT  
OF

PREPARED FOR

**GREENSPACE COMMUNITIES LLC**

5747 WHISPERING PINES WAY, EVANS, GEORGIA

DATE: APRIL 19, 2021

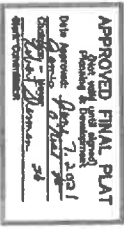
SCALE: 1" = 50'

DATE	REVISION
2/20/2021	REVISED COASTLINE DESCRIPTION
4/26/2021	ADDED SETBACKS / EASEMENTS

PREPARED BY

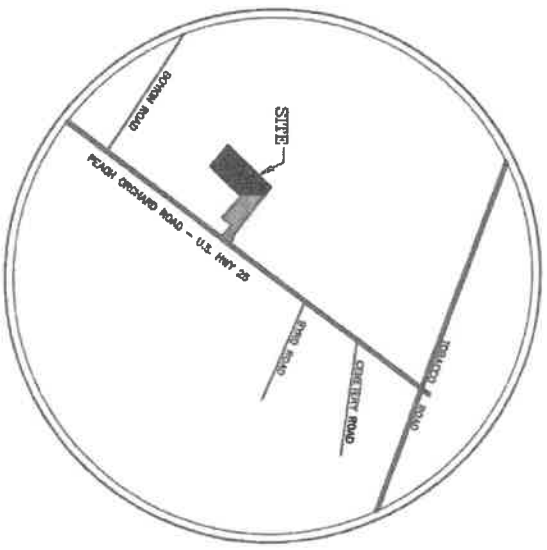


**AYER CORP**  
ENGINEERS SURVEYORS PLANNERS  
505 BROAD STREET - AUGUSTA, GEORGIA  
TEL: (706)-722-8800 FAX: (706)-722-6106  
email: ctyer@ayercorp.com



**LEGEND**  
REAR SET  
FRONT SET  
SIDE SET  
CORNER SET  
PROPERTY CORNER

**LOCATION MAP**  
NTS



**NOTES**

1. FROM ROAD (44' REAR) SET AT ALL LOT CORNERS, UNLESS OTHERWISE SHOWN.
2. THE REAR SET SHALL BE A 20' BOUNDARY & UNITS EASEMENT CENTERED OVER ALL UTILITIES INSTALLED OUTSIDE OF THE LOT.
3. ALL UTILITIES AND R/W'S SHOWN ON PLAT SHALL BE PUBLICLY OWNED AND MAINTAINED BY THE CITY OF AUGUSTA.
4. STORMWATER DRAINAGE SYSTEM WITHIN THE R/W SHALL BE OWNED AND MAINTAINED BY THE CITY OF AUGUSTA.
5. WATER SERVICE PROVIDED BY AUGUSTA UTILITIES DEPARTMENT.
6. SEWERAGE SERVICE PROVIDED BY AUGUSTA UTILITIES DEPARTMENT.
7. STORMWATER DRAINAGE SYSTEM OUTSIDE OF THE R/W INCLUDING DETENTION POND TO BE PRIVATELY OWNED AND MAINTAINED BY THE DEVELOPER.
8. DETENTION POND SHALL BE CONSTRUCTED AND MAINTAINED BY THE DEVELOPER.
9. EASEMENT WAY IS INGRESS-EGRESS EASEMENT FOR HANDICAP AT AUGUSTA, LP
10. 1744, PAGES 235-241.

**SURVEY NOTES**

1. EQUIPMENT USED: TOPCON GPT3000LK, TRIMBLE SPECTRA 60, AND PRISM.
2. INTERPRETATION OF REAR COMMUNITY-PANEL, 14-15-04-000000, DATED 11/15/2014, INDICATES THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD BOUNDARY.
3. DATE OF SURVEY: APRIL 16, 2021
4. THIS PLAT OR MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 425,347 FEET.

**OWNERS ACKNOWLEDGEMENT**

I, the undersigned, being the owner of the above described land, hereby acknowledge that the above described plat has been prepared in accordance with the rules and regulations of the Georgia Board of Registration for Professional Surveyors and Land Surveyors as set forth in Section 16-4-47 of the Official Code of Georgia Annotated.

PROJECT DATA	
SITE AREA	2.87 AC.
DEVELOPABLE AREA	2.01 AC.
OPEN SPACE PERCENTAGE	29.5%
DENSITY	2.56 LOTS/ACRE
NO. OF LOTS	14
MINIMUM LOT SIZE	2,739.25 SF
TAX PARCEL	(16-3-001-00-0)
SETBACKS FRONT	25'
SETBACKS REAR	25'
SETBACKS SIDE	25'
SETBACKS CORNER	25'
PREPARED BY	GREENSPACE COMMUNITIES, LLC
DATE	APRIL 19, 2021
BY	DAVID A. AYER
FOR	GREENSPACE COMMUNITIES, LLC
ADDRESS	5747 WHISPERING PINES WAY
CITY	EVANS, GA 30003
TEL	706-812-5973





[illegible]

D: PLAT B: 16 P: 194 07/01/2021 06:12 PM  
Doc # 2021023104 Page 3 of 3

# ORCHARD LANDING

JOHN PEACH ORCHARD ROAD, AUGUSTA, GEORGIA -- TAX PARCEL 185-3-001-00-0

PREPARED FOR

**GREENSPACE COMMUNITIES LLC**

DATE: APRIL 19, 2021

2/4/7 WASHINGTON FILES MAY, EVANS, GEORGIA

SCALE: 1 = 60

DATE	6/20/2001	TIME	12:31:15
BY	67837/001	NO.	20000000000000000000

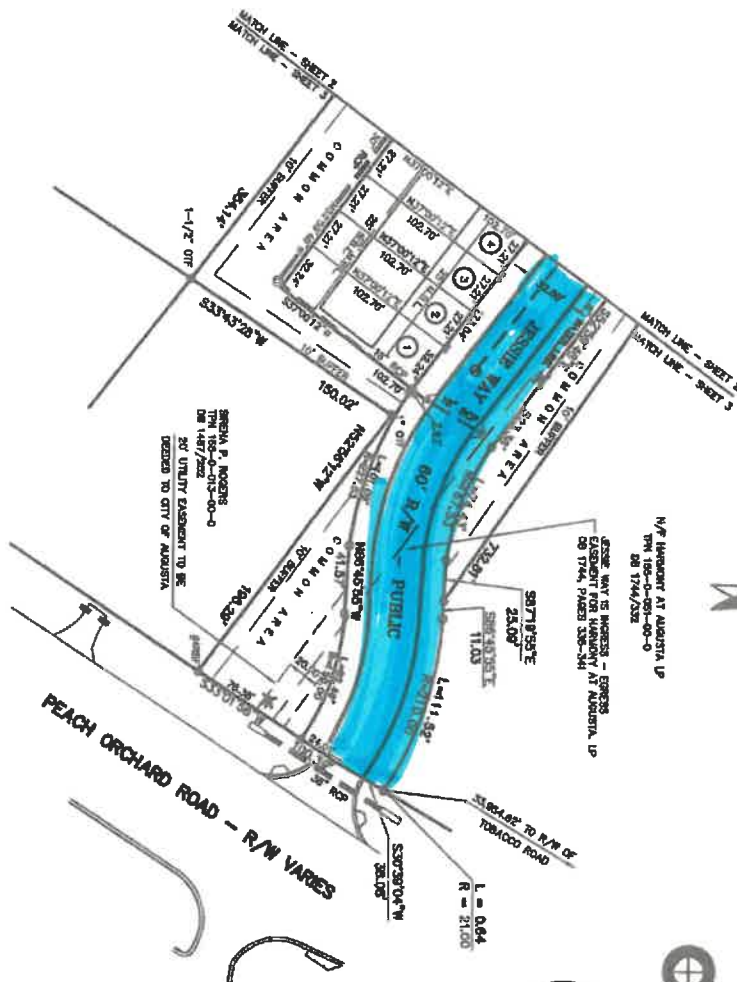
PREPARED BY

AYER CORP

**ENGINEERS SURVEYORS PLANNERS**  
305 BROAD STREET - AUGUSTA, GEORGIA  
Tel. (706)-722-8808 Fax (706)-722-6160  
email: [cjmcnary@aol.com](mailto:cjmcnary@aol.com)

**STATE OF NEW YORK**

2



LOT INFORMATION				LOT INFORMATION			
LOT	FRONT	REAR	LEFT SIDE	RIGHT SIDE	BLDG. HEIGHT	CORNER	ADDRESS
1	25	25	5	0	30'-10"	Y	1222 JESSIE WAY
2	25	25	0	0	30'-10"	Y	1204 JESSIE WAY
3	25	25	0	0	30'-10"	Y	1204 JESSIE WAY
4	25	25	0	0	30'-10"	Y	1204 JESSIE WAY
5	25	25	0	0	30'-10"	Y	1210 JESSIE WAY
6	25	25	0	3	30'-10"	Y	1213 JESSIE WAY
7	25	25	5	0	30'-10"	Y	1211 JESSIE WAY
8	25	25	0	0	30'-10"	Y	1210 JESSIE WAY
9	25	25	0	0	30'-10"	Y	1220 JESSIE WAY
10	25	25	0	0	30'-10"	Y	1222 JESSIE WAY
11	25	25	0	0	30'-10"	Y	1224 JESSIE WAY
12	25	25	0	5	30'-10"	Y	1222 JESSIE WAY
13	25	25	5	0	30'-10"	Y	1201 FARM ROAD
14	25	25	0	0	30'-10"	Y	1204 FARM ROAD
15	25	25	0	0	30'-10"	Y	1204 FARM ROAD
16	25	25	0	0	30'-10"	Y	1204 FARM ROAD
17	25	25	0	0	30'-10"	Y	1201 FARM ROAD
18	25	25	0	0	30'-10"	Y	1201 FARM ROAD
19	25	25	0	0	30'-10"	Y	1204 FARM ROAD
20	25	25	0	3	30'-10"	Y	1201 FARM ROAD
21	25	25	5	0	30'-10"	N	1201 FARM ROAD
22	25	25	0	0	30'-10"	N	1202 FARM ROAD
23	25	25	0	0	30'-10"	N	1202 FARM ROAD
24	25	25	0	0	30'-10"	N	1201 FARM ROAD
25	25	25	0	0	30'-10"	N	1201 FARM ROAD
26	25	25	0	0	30'-10"	N	1201 FARM ROAD
27	25	25	0	0	30'-10"	N	1201 FARM ROAD
28	25	25	0	0	30'-10"	N	1201 FARM ROAD
29	25	25	5	0	30'-10"	N	1201 FARM ROAD
30	25	25	5	0	30'-10"	N	1201 FARM ROAD
31	25	25	0	0	30'-10"	Y	1201 FARM ROAD
32	25	25	0	0	30'-10"	Y	1202 FARM ROAD
33	25	25	0	0	30'-10"	Y	1204 FARM ROAD
34	25	25	0	0	30'-10"	Y	1204 FARM ROAD
35	25	25	0	0	30'-10"	Y	1204 FARM ROAD
36	25	25	0	0	30'-10"	Y	1201 FARM ROAD
37	25	25	5	0	30'-10"	N	1201 FARM ROAD
38	25	25	0	0	30'-10"	N	1201 FARM ROAD
39	25	25	0	0	30'-10"	N	1201 FARM ROAD
40	25	25	0	0	30'-10"	N	1201 FARM ROAD
41	25	25	0	0	30'-10"	N	1201 FARM ROAD
42	25	25	0	0	30'-10"	N	1201 FARM ROAD
43	25	25	0	0	30'-10"	N	1201 FARM ROAD
44	25	25	0	0	30'-10"	N	1201 FARM ROAD
45	25	25	0	0	30'-10"	N	1201 FARM ROAD

LOT - SIZE	
1	3,311.06 S.F.
2	2,704.47 S.F.
3	3,704.47 S.F.
4	3,704.47 S.F.
5	2,704.47 S.F.
6	3,802.29 S.F.
7	3,311.06 S.F.
8	3,311.06 S.F.
9	3,311.06 S.F.
10	3,311.06 S.F.
11	3,311.06 S.F.
12	3,311.06 S.F.
13	3,311.06 S.F.
14	2,704.33 S.F.
15	2,704.33 S.F.
16	2,704.33 S.F.
17	2,704.33 S.F.
18	2,704.33 S.F.
19	2,208.22 S.F.
20	3,311.44 S.F.
21	3,311.44 S.F.
22	2,704.30 S.F.
23	2,704.33 S.F.
24	2,704.33 S.F.
25	2,704.33 S.F.
26	2,704.33 S.F.
27	2,704.33 S.F.
28	3,214.41 S.F.
29	3,064.61 S.F.
30	2,704.33 S.F.
31	2,208.22 S.F.
32	2,704.33 S.F.
33	2,208.22 S.F.
34	2,208.22 S.F.
35	3,311.44 S.F.
36	3,311.44 S.F.
37	3,311.44 S.F.
38	2,208.22 S.F.
39	2,704.33 S.F.
40	2,704.33 S.F.
41	2,704.33 S.F.
42	2,704.33 S.F.
43	2,704.33 S.F.
44	3,100.25 S.F.

Return To:  
 Augusta Engineering  
 452 Walker Street, Suite  
 Augusta, Georgia 30901  
 Attn: Diane Hilliard

STATE OF GEORGIA                    )  
   )  
 COUNTY OF RICHMOND            )

**DEED OF DEDICATION**  
**ORCHARD LANDING PHASES 1, 2 and 3**  
**ROADS AND STORM SYSTEM**

THIS INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **GREENSPACE COMMUNITIES, LLC**, a Georgia limited liability company, hereinafter referred to as the Party of the FIRST PART, and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through the Augusta Commission, hereinafter referred to as the Party of the SECOND PART.

**WITNESSETH:**

THAT the said Party of the FIRST PART, for and in consideration of the sum of One Dollar (\$1.00) in cash to it in hand paid by the Party of the SECOND PART, the receipt of which is hereby acknowledged, at and/or before the sealing and delivery of these presents, and other good and valuable considerations, has granted, bargained, sold, released, conveyed and confirmed and by these presents does grant, bargain, sell, release, convey and confirm unto the said Party of the SECOND PART, its successors and assigns, the following described property, to-wit:

All right, title and interest of the parties of the FIRST PART in and to the storm sewerage system as the same are now located within deeded and existing as shown and delineated on a plat of ORCHARD LANDING, as prepared by AYERCORP,



dated April 19, 2021 as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Cabinet B in Plat Book 15, Pages 192-194 reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

TOGETHER with all of the necessary rights of ingress and egress for the purpose of maintaining the described storm sewerage system.

TOGETHER WITH:

All that lot or parcel of land shown and designated as "ORCHARD LANDING" including Jessie Way (Phase 1) and Faith Trail (Phases 2 and 3) on that plat of GREENSPACE COMMUNITIES, LLC as prepared by AYERCORP dated April 19, 2021, as recorded in the Office of the Clerk of Superior Court of Richmond County, Georgia, in Plat Book 15 Pages 192-194, reference being hereby made to said plat for a more complete and accurate description as to the metes, courses, bounds, dimensions and location of said property.

As Evidenced by its acceptance of this deed, the Grantee agrees to incorporate and maintain said street(s) and roadway(s), drainage within R/W systems into its streets and utilities in Richmond County.

ADDITIONALLY, the party of the first part does hereby grant and convey unto the party of the second part, an easement appurtenant for the discharge of stormwaters from said streets, roadways, alleys, and rights of way herein granted into any and all existing and future appurtenant stormwater structures, pipes, channels, swales, basins, ponds, or any other device or manipulation of the land designed to hold or carry stormwaters away from said streets, roadways, alleys, and rights of way herein granted without charge, fee, or further consideration

TOGETHER with an easement to enter upon all areas shown as water system easements, drainage and utility easements shown on said plat.

TO HAVE AND TO HOLD SAID roads and easements together with all and singular, the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the SECOND PART, its successors and assigns, forever in FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the FIRST PART has caused these presents to be executed the day and year first above written as the date of these presents.

SIGNED, SEALED AND DELIVERED  
in our presence:

Witness

Elizabeth P. Nobles  
Notary Public, Georgia  
(SEAL)



(SEAL)

GREENSPACE COMMUNITIES  
LLC.

By: Oscar Jessie (Seal)

As its: President

ACCEPTED BY:

AUGUSTA, GEORGIA

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

Attest: \_\_\_\_\_  
Lean Bonner  
As Its Clerk of Commission

Return To:  
 Augusta Engineering  
 452 Walker Street, Suite  
 Augusta, Georgia 30901  
 Attn: Diane Hilliard

STATE OF GEORGIA            )  
   )  
 COUNTY OF RICHMOND        )

**MAINTENANCE AGREEMENT**  
**ORCHARD LANDING PHASES 1,2 and 3**  
**Roads and Storm System.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **GREENSPACE COMMUNITIES, LLC**, hereinafter referred to as "Developer," and **AUGUSTA, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Commission, hereinafter referred to as "Augusta."

WHEREAS, Developer requested that Augusta, accept all or a portion of certain roads, storm drains, and appurtenances for Jessie Way (60' R/W) and Faith Trail (60' R/W), as shown by a PLAT titled ORCHARD LANDING contemporaneously tendered and recorded in the Office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # 15 Pages # 192-194 and

WHEREAS, the City has adopted a policy requiring the Developer to maintain all installations laid or installed in the subdivision for a period of eighteen months, which Augusta accepts by Deed of Dedication;

NOW, THEREFORE, in consideration of the premises, the expense previously

incurred by Developer and the mutual agreements hereinafter set out, **IT IS AGREED** that:

(1) Augusta, Georgia, accepts the roads and appurtenances, storm drains and appurtenances, as respectfully described in the Plat, contemporaneously tendered herewith to the Augusta, Georgia, Commission, recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, in Plat Book # Book # 15 Pages # 192-194.

(2) The Developer agrees to maintain all the installations laid or installed in said subdivision as described in the Deed of Dedication for a period of eighteen months from the date of the Commission's approval herein.

(3) The Developer agrees that if during said eighteen month period there is a failure of the installations laid or installed in said subdivision described in the said Deed of Dedication due to failure of material or poor workmanship, the Developer shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, Augusta shall notify the Developer and set forth in writing the items in need of repair. The Developer shall present within fifteen business days its proposed plan of repair as well as an expected time frame to have the repairs completed. After notification from the site contractor, Augusta will then re-inspect the work for acceptance and approval. If necessary, the eighteen month period may be extended, as determined by Augusta.

(5) In the event of an emergency, as determined by Augusta, the Developer is unable to respond in a timely manner, Augusta shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the Developer's expense and to allow the Developer time to make the needed repairs.

(6) In the event the Developer fails to comply with the terms of this agreement, then Augusta shall proceed to have the necessary corrective work done, and the Developer agrees to be responsible to Augusta for payment in full of costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

IN WITNESS WHEREOF, Developer has hereunto set his hand and seal, and Augusta has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in our presence:

GREENSPACE COMMUNITIES,  
LLC

Witness

By: Oscar Jessie

Elizabeth P. Nobles  
Notary Public, Georgia  
(SEAL)

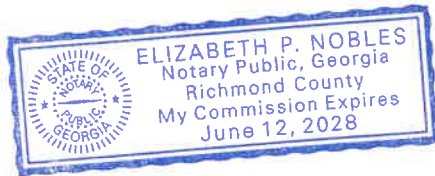
As its: President

ACCEPTED BY:

AUGUSTA, GEORGIA

By: Garnett L. Johnson  
As Its: Mayor

Attest: Lena Bonner  
As Its: Clerk of Commission



(SEAL)

Return to:  
 Augusta Engineering Department  
 452 Walker Street Ste 110  
 Augusta, GA 30901  
 Attn: Diane Hilliard

SUBDIVISION: ORCHARD LANDING

RESOLUTION ADDING ROAD TO THE  
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Jessie Way is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Jessie Way a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Jessie Way is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:  
 Beginning at Western most R/W of Peach Orchard Road  
 Extending 778.76' NW to End
- (b) Length of road to nearest 1/100th mile:  
0.15 mile
- (c) Width & type of road surface:  
31 feet from back of curb to back of curb;  
Type E asphalt
- (d) Right-of-Way:  
60 foot

The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

(Notary Seal)

Return to:  
 Augusta Engineering Department  
 452 Walker Street Ste 110  
 Augusta, GA 30901  
 Attn: Diane Hilliard

SUBDIVISION: ORCHARD LANDING

RESOLUTION ADDING ROAD TO THE  
 AUGUSTA-RICHMOND COUNTY ROAD SYSTEM

WHEREAS, Faith Trail is an existing road in Richmond County, Georgia, open to public usage; and

WHEREAS, Augusta, Georgia desires to make Faith Trail a part of its County Road System.

NOW, THEREFORE, BE IT RESOLVED by the Augusta Commission of Augusta, Georgia, that Faith Trail is hereby added to its official County Road System of Record, being described as follows and as shown on the attached sketch map or plat showing the approximate alignment and location of said Road.

- (a) Points of beginning and ending:

Beginning at ℄ of Jessie Way

Extending 557.35' SW to ℄ and including Hammerhead

- (b) Length of road to nearest 1/100th mile:

0.11 mile

- (c) Width & type of road surface:

31 feet from back of curb to back of curb;

Type E asphalt

- (d) Right-of-Way:

60 foot



The Augusta Commission is hereby directed to forward a certified copy of this resolution to: Georgia Department of Transportation, Road Inventory Section District 2, Post Office Box 8, Tennille, Georgia 31089.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett L. Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

(Notary Seal)

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**EASEMENT DEED OF DEDICATION  
Water and Gravity Sanitary Sewer Systems  
ORCHARD LANDING**

WHEREAS, **GREENSPACE COMMUNITIES, LLC**, a limited liability company established under the laws of the State of Georgia, hereinafter referred to as “DEVELOPER”, owns a tract of land in Augusta, Georgia, located on the west side of Peach Orchard Road (TMP 155-3-001-00-0/3699 Peach Orchard Road) , on which there was constructed a residential subdivision known as Orchard Landing, (the “Subdivision”) as shown on that certain plat prepared by AyerCorp, dated April 19, 2021, approved by Augusta Planning & Development on June 7, 2021, by the Augusta Commission on June 15, 2021, and recorded on July 1, 2021, in Plat Book 15, Pages 192-194, in the office of the Clerk of the Superior Court of Richmond County, Georgia, (the “Plat”). Reference is hereby made to the Plat for a more complete and accurate description as to the land herein described; and

WHEREAS, as shown and depicted on the Plat, the Subdivision has been developed with a water distribution system and gravity sanitary sewerage system; and

WHEREAS, it is the desire of DEVELOPER to deed the water distribution system and the gravity sanitary sewer system, to AUGUSTA, GEORGIA, a political subdivision established under the laws of the State of Georgia, (hereinafter known as “AUGUSTA”), acting by and through the Augusta Commission, for maintenance and control; and

WHEREAS, AUGUSTA, by and through the Augusta Commission, has consented and agreed to accept and maintain said water distribution system and gravity sanitary sewerage system; and

WHEREAS, DEVELOPER has agreed that neither AUGUSTA, nor any of its departments, shall maintain individual force mains and/or grinder pumps and that all said individual force mains and/or grinder pumps shall remain private;

NOW, THEREFORE, this indenture is made this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between DEVELOPER, as Grantor, and AUGUSTA, as Grantee:

**W I T N E S S E T H:**

THAT DEVELOPER, its successors, assigns and legal representatives, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), to it in hand well and truly paid by AUGUSTA, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged and for the further consideration of the benefits to its property by the maintenance of said water distribution system and gravity sanitary sewerage system, by AUGUSTA, has and does by these presents, grant, bargain, sell and confirm unto AUGUSTA, its successors, assigns and legal representatives, the following, to-wit:

Exclusive twenty-foot (20') easement(s) (unless otherwise noted), in perpetuity, centered over the water distribution system and gravity sanitary sewerage system, as laid out in the aforementioned plat.

All easements are granted together with all of the necessary rights of ingress and egress for the purpose of maintaining, expanding, repairing, adding, constructing, installing, extending, operating, replacing, laying and relaying pipelines carrying and transporting AUGUSTA's utility services; along with the further right to stretch communication lines, or other lines, for the use of AUGUSTA, its assigns, representatives, agents, and designees, upon or under said land, within said easement, with the necessary cables, wires, apparatus, fixtures and appliances; and with the right to assign this easement in whole or in part; and

DEVELOPER also grants AUGUSTA the right, but not the duty, to clear and keep clear, all trees, undergrowth and other obstructions from said permanent easements, along with the non-exclusive right of ingress and egress to and from said permanent easements for this purpose.

DEVELOPER further agrees that no trees or other vegetation that may interfere with the laying, relaying, installing, extending, operating, repairing and maintaining of pipelines transporting and carrying utility services shall be planted on said easement(s) and that no

buildings, structures, or other permanent improvements shall be erected, constructed, or maintained thereon.

TO HAVE AND TO HOLD said water distribution system and gravity sanitary sewerage system, together with all and singular, the rights, members, appurtenances thereof to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of AUGUSTA, its successors and assigns forever.

IN WITNESS WHEREOF, DEVELOPER has hereunto set its hand and affixed its seal the day and year first above written.

Witness

GREENSPACE COMMUNITIES, LLC

By:

Printed Name

As Its:

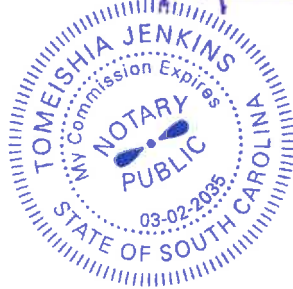
Title

Notary Public

State of Georgia, County of

My Commission Expires:

(Notary SEAL)



(SEAL)

(Signatures continued next page.)

**ACCEPTED:**

**AUGUSTA, GEORGIA**

\_\_\_\_\_  
**Witness**

**By:** \_\_\_\_\_  
**Garnett L. Johnson**  
**As Its Mayor**

\_\_\_\_\_  
**Notary Public**  
**State of Georgia, County of \_\_\_\_\_**

**Attest:** \_\_\_\_\_  
**Lena Bonner**  
**As Its Clerk of Commission**

**My Commission Expires:** \_\_\_\_\_

**(SEAL)**

(Notary Seal)

**STATE OF GEORGIA**

**COUNTY OF RICHMOND**

**MAINTENANCE AGREEMENT**

**ORCHARD LANDING**

**Water Distribution System and Gravity Sanitary Sewer System**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between GREENSPACE COMMUNITIES, LLC, a Georgia limited liability company, hereinafter referred to as the "DEVELOPER", and AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, hereinafter referred to as the "AUGUSTA":

**WITNESSETH**

WHEREAS, the DEVELOPER has requested that AUGUSTA accept the water distribution system and the gravity sanitary sewer system, for the subdivision known as ORCHARD LANDING, off Peach Orchard Road, as shown by a Deed of Dedication, contemporaneously tendered and recorded in the office of the Clerk of the Superior Court of Richmond County, Georgia, with this document; and

WHEREAS AUGUSTA has adopted a policy requiring the DEVELOPER maintain those installations and systems laid or installed in the subdivision, which AUGUSTA does accept by Deed, for a period of eighteen months;

NOW, THEREFORE, in consideration of the premises, the expense previously incurred by the DEVELOPER and the mutual agreement hereinafter set out, IT IS AGREED that:

(1) AUGUSTA accepts the water distribution system and gravity sanitary sewer main for the subdivision, respectively described in the Deed contemporaneously tendered herewith to the Augusta Commission and that said water distribution system and gravity sanitary sewer system were duly inspected by the Augusta Utilities Department and said systems did pass said inspection.

(2) The DEVELOPER agrees to maintain all the installations laid or installed in said subdivision as described in said Deed for a period of eighteen (18) months from the date of the acceptance of said Deed of Dedication by the Augusta Commission.

(3) The DEVELOPER agrees that, if during said eighteen-month period there is a failure of the installations laid or installed in said subdivisions described in the Deed due to failure or poor workmanship, the DEVELOPER shall be responsible for adequate maintenance and repair.

(4) In the event of such failure of the improvements, AUGUSTA shall notify the DEVELOPER and set forth in writing the items in need of repair. The DEVELOPER shall present, within fifteen (15) business days of the date of said writing, its proposed plan of repair and shall have the repairs completed in a reasonable time, as determined by AUGUSTA.

(5) If, in the event of an emergency, as determined by AUGUSTA, the DEVELOPER is unable to respond in a timely manner, AUGUSTA shall be authorized to erect barricades, traffic direction devices and such other temporary measures as are necessary to remedy the emergency nature of the problem at the DEVELOPER'S expense and allow the DEVELOPER time to make the needed repairs in a reasonable time, as determined by AUGUSTA.

(6) In the event the DEVELOPER fails to perform such repairs as indicated in paragraph (4) and/or paragraph (5) within the designated timeframe, then AUGUSTA shall proceed to have the necessary corrective work done, and the DEVELOPER agrees to be responsible to AUGUSTA for payment, in full, of the costs of repairing the improvements due to failure of material or poor workmanship as liquidated damages.

(7) This Agreement shall terminate eighteen (18) months after the date of the acceptance of said Deed of Dedication by the Augusta-Richmond County Commission.

(8) In this Agreement, wherever herein DEVELOPER or AUGUSTA is used, the same shall be construed to include the heirs as well, executors, administrators, successors, legal representatives, and assigns of the same.

(9) This agreement shall be controlled by and construed in accordance with the laws of the State of Georgia, and the venue shall be Richmond County, Georgia.

IN WITNESS WHEREOF, the DEVELOPER has hereunto set its hand and seal and AUGUSTA has caused the execution of this agreement by and through its duly authorized officers and agents, with its seal affixed, the day and year first above written.

Signed, sealed, and delivered in  
the presence of

DEVELOPER:

GREENSPACE COMMUNITIES, LLC

Witness

By:

[Signature]  
OSCAR JESSIE  
Printed Name

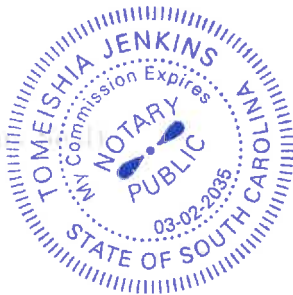
As Its:

President  
Title

Notary Public

State of Georgia, County of Aiken

My Commission Expires: 3/2/35



(Signatures continued on the next page.)



ACCEPTED BY:

AUGUSTA, GEORGIA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Garnett Johnson  
As Its Mayor

\_\_\_\_\_  
Notary Public  
State of Georgia, County of \_\_\_\_\_

Attest: \_\_\_\_\_  
Lena Bonner  
As Its Clerk of Commission

My Commission Expires: \_\_\_\_\_

(SEAL)

( )



## Commission Meeting

Meeting Date: April 15, 2025

### AO Median Maintenance Contract Continuation

<b>Department:</b>	County Administrator's Office / Engineering & Environmental Services
<b>Presenter:</b>	Ms. Tameka Allen, County Administrator / Dr. Hameed Malik, Engineering & Environmental Services Director
<b>Caption:</b>	Motion to approve allocating \$250,000.00 from General Fund contingency and \$100,000.00 from the Urban Services Fund for continuance of mowing services in highly visible medians.
<b>Background:</b>	In 2023, responsibility for vegetation maintenance in a number of medians was shifted from Parks & Recreation to Engineering & Environmental Services. These services were bid out and awarded to Pond Maintenance of Augusta under RFP #22-301 (location list attached). The first year of the contract was funded through an initial allocation of \$400,000 in the FY2023 budget. The Augusta Commission approved an additional allocation of \$350,000 from American Rescue Plan (ARP) funds in February 2024.
<b>Analysis:</b>	Current funding for these mowing services will expire in April 2025. To ensure these areas continue to be maintained, Administration recommends allocating \$350,000 to fund the program through the remainder of FY2025. This contract will be reviewed and discussed with all other vegetative maintenance services during the FY2026 budget process.
<b>Financial Impact:</b>	Allocation of \$250,000.00 from General Fund contingency and \$100,000.00 from the Urban Services Fund.
<b>Alternatives:</b>	Terminate the current contract and develop an alternate plan for maintaining these areas.
<b>Recommendation:</b>	Approve allocating \$250,000.00 from General Fund contingency and \$100,000.00 from the Urban Services Fund for continuance of mowing services in highly visible medians.
<b>Funds are available in the following accounts:</b>	General Fund contingency (fund 101); Urban Services Fund contingency (fund 271)
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## ENGINEERING & ENVIR. SVCS. DEPARTMENT

Item 27.

Hameed Malik, Ph.D., P.E., Director

### MEMORANDUM

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:** *AM* Hameed Malik, Ph.D., PE, Director- Engineering

**DATE:** Wednesday, June 14, 2023

**SUBJECT:** **Augusta's Grounds and Landscaped Improvements Maintenance**  
Augusta, GA-Engineering Department  
**PART 2 Recommendations**  
RFP 22-301  
File Reference: 23-014(A)

It is Part 2 recommendations of Augusta Engineering (AE) to award the Augusta's Grounds and Landscaped Improvements Maintenance contract to Pond Maintenance of Augusta for services listed as Group 4 in RFP 22-301. AE submitted Groups 1-3 award recommendations on February 17, 2023 with option to award Group 4 at later time since it was still under evaluation. Group 4 fee review also included performing value engineering and it is completed now.

AE has taken into consideration all submitted information, services delivery team, and outcome of value engineering (VE). Accordingly, AE is recommending awarding the contract to Pond Maintenance of Augusta subject to offered VE generated unit rates (copy attached) for Group 4 ground and landscaped improvements maintenance for duration of this contract.

AE is preparing a contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed contract and proper Insurance document.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Lewis Avery, CPA, Engineering Assistant Director – Finance & Admin  
Charlie Gay, Engineering Assistant Director - Maintenance  
June Hamal, Associate Director Construction & Program Delivery  
Program File

## Contracted Services through Engineering Department

22-301

## GROUP 4

Location	Task Description	Frequency	Popnds of Augusta
<b>PART ONE</b>			
Central	Mowing services as described in the scope of services	2 Week Cycle	\$41,875.20
Fleming Ave	Mowing services as described in the scope of services	2 Week Cycle	\$25,875.12
Henry St	Mowing services as described in the scope of services	2 Week Cycle	\$17,875.20
Comfort Rd	Mowing services as described in the scope of services	2 Week Cycle	\$17,875.20
Bus Stop	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
Records & Retention	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
Super 8	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
Bay Street	Mowing services as described in the scope of services	2 Week Cycle	\$7,875.12
			<b>\$135,001.20</b>
<b>PART TWO</b>			
Broad Street (not including area between 13th-15th St)	Mowing services as described in the scope of services	2 Week Cycle	\$6,438.67
Greene Street (not including area between 13th-15th St)	Mowing services as described in the scope of services	2 Week Cycle	\$21,330.66
Morningside	Mowing services as described in the scope of services	2 Week Cycle	\$9,501.02
Hunting & Overton	Mowing services as described in the scope of services	2 Week Cycle	\$12,253.02
Redwood	Mowing services as described in the scope of services	2 Week Cycle	\$14,509.87
Comanche Road Triangle	Mowing services as described in the scope of services	2 Week Cycle	\$9,712.72
Skinner & Boy Scout	Mowing services as described in the scope of services	2 Week Cycle	\$3,261.49
R.C. Daniel Pkwy & Skinner Mill Rd	Mowing services as described in the scope of services	2 Week Cycle	\$13,451.41
Walton Way Extension & Skinner Mill Rd	Mowing services as described in the scope of services	2 Week Cycle	\$9,585.70
Walton Way Extension & Jackson Rd	Mowing services as described in the scope of services	2 Week Cycle	\$9,501.02
Camillia & Walton Way	Mowing services as described in the scope of services	2 Week Cycle	\$12,497.00
Sibley & Bayvale	Mowing services as described in the scope of services	2 Week Cycle	\$6,469.16
Gordon Hwy & North Leg Road	Mowing services as described in the scope of services	2 Week Cycle	\$6,469.16
Peach Orchard & 520	Mowing services as described in the scope of services	2 Week Cycle	\$6,469.16
Windsor Spring & 520	Mowing services as described in the scope of services	2 Week Cycle	\$10,559.48
Meadow Brook & Windsor Spring	Mowing services as described in the scope of services	2 Week Cycle	\$9,501.02
Richmond Hill Road	Mowing services as described in the scope of services	2 Week Cycle	\$4,531.64
Shamrock	Mowing services as described in the scope of services	2 Week Cycle	\$6,013.49
Cascade	Mowing services as described in the scope of services	2 Week Cycle	\$12,253.02
7th & Twiggs	Mowing services as described in the scope of services	2 Week Cycle	\$2,873.99
11th & Fenwick	Mowing services as described in the scope of services	2 Week Cycle	\$3,720.76
River Watch Parkway & Jones St	Mowing services as described in the scope of services	2 Week Cycle	\$6,928.43
Hawks Gulley	Mowing services as described in the scope of services	2 Week Cycle	\$4,883.27

Butts Bridge	Mowing services as described in the scope of services	2 Week Cycle	\$4,883.27
Cook & Kennedy	Mowing services as described in the scope of services	2 Week Cycle	\$6,013.49
Grand Blvd	Mowing services as described in the scope of services	2 Week Cycle	\$9,712.72
Marion Homes Middle	Mowing services as described in the scope of services	2 Week Cycle	\$3,588.55
			<b>\$226,913.19</b>

<b>Total Yearly Cost =</b>	<b>\$361,914.39</b>
----------------------------	---------------------



## PUBLIC SAFETY COMMITTEE MEETING

Meeting Date: April 9, 2025

### CACJ FY25 TECHNOLOGY FUNDING ALLOCATION JUVENILE COURT

---

<b>Department:</b>	Juvenile court
<b>Presenter:</b>	Paige Ford
<b>Caption:</b>	Motion to approve allocation of technology funds from CACJ in the amount of \$8,000.
<b>Background:</b>	CACJ is allocating \$4,000 to each program for technology purchases. Juvenile Court has two programs which will be awarded a total amount of \$8,000 to be used towards Family Treatment Court and Juvenile Drug Court in acquiring one smart board. This smartboard will be utilized at the Performance Learning Center (Tubman) where the curriculum is held. The smartboard will be the property of Richmond County.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	220022658 Funding available from FY25 CACJ technology funding allocation, memo attached.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Council of Accountability Court Judges

**Judge Brian A. McDaniel**  
Executive Committee Chair  
Southern Judicial Circuit

**Taylor Jones**  
Executive Director

### MEMORANDUM

**TO:** Accountability Court Judges, Directors, and Coordinators

**FROM:** Ms. Taylor Jones, Council of Accountability Courts (CACJ), Executive Director

**RE:** Fiscal Year 2025 (FY25) Technology Funding Allocation

**DATE:** March 21, 2025

This memorandum serves as a notice that each existing accountability court funded with an accountability court operating grant in FY25 will be allocated \$4,000 to purchase technological equipment that can ONLY be used to support accountability court operations. **Allowable expenses are limited to the following items: laptop computers, desktop computers, tablets, SMART boards, and computer accessory items, including keyboards, headsets, microphones, printers, scanners, docking stations, and computer monitors. Please note that an item is not an allowable expense if it is not listed in this memorandum.** At the beginning of April, each court will receive an updated subgrant expenditure request (SER) reimbursement form that will include an updated budget that reflects technology funds being added to the total grant award for FY25. Courts that have more than one court funded by a single accountability court operating grant will receive funds for each court. Should you have questions, please contact your court's assigned Criminal Justice Coordinating Council (CJCC) Grant Specialist.

**Each court is encouraged to begin planning the use of their allocated technology funds now.** There is limited time to utilize these funds, as the end of the fiscal year is quickly approaching. **This funding amount is limited to FY25, and all purchases must be made by June 30, 2025, and included in your fourth quarter SER reimbursement that is due between July 1, 2025 and July 15, 2025.**

On behalf of CACJ, thank you for your dedication. We know that this funding allocation will help each accountability court to provide substance abuse, mental health, and other crucial services to all that qualify to participate in the program.



## PUBLIC SAFETY COMMITTEE MEETING

Meeting Date: April 9, 2024

### CACJ FY25 TECHNOLOGY FUNDING ALLOCATION SUPERIOR COURT

---

<b>Department:</b>	Superior Court
<b>Presenter:</b>	Paige Ford
<b>Caption:</b>	Motion to approve allocation of technology funds from CACJ in the amount of \$12,000.
<b>Background:</b>	CACJ is allocating \$4,000 to each program for technology purchases. Superior Court has three programs which will be awarded a total amount of \$12,000 to be used towards Felony Drug Court, Mental Health Court, and Veterans Court in acquiring two smart boards. These smartboards will be utilized by our contracted treatment provider, Americanwork LLC. The smartboards will be the property of Richmond County and returned if contract provider changes.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	220022635 Funding available from FY25 CACJ technology funding allocation, memo attached.
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A





## Council of Accountability Court Judges

**Judge Brian A. McDaniel**  
Executive Committee Chair  
Southern Judicial Circuit

**Taylor Jones**  
Executive Director

### MEMORANDUM

**TO:** Accountability Court Judges, Directors, and Coordinators

**FROM:** Ms. Taylor Jones, Council of Accountability Courts (CACJ), Executive Director

**RE:** Fiscal Year 2025 (FY25) Technology Funding Allocation

**DATE:** March 21, 2025

This memorandum serves as a notice that each existing accountability court funded with an accountability court operating grant in FY25 will be allocated \$4,000 to purchase technological equipment that can ONLY be used to support accountability court operations. **Allowable expenses are limited to the following items: laptop computers, desktop computers, tablets, SMART boards, and computer accessory items, including keyboards, headsets, microphones, printers, scanners, docking stations, and computer monitors. Please note that an item is not an allowable expense if it is not listed in this memorandum.** At the beginning of April, each court will receive an updated subgrant expenditure request (SER) reimbursement form that will include an updated budget that reflects technology funds being added to the total grant award for FY25. Courts that have more than one court funded by a single accountability court operating grant will receive funds for each court. Should you have questions, please contact your court's assigned Criminal Justice Coordinating Council (CJCC) Grant Specialist.

**Each court is encouraged to begin planning the use of their allocated technology funds now.** There is limited time to utilize these funds, as the end of the fiscal year is quickly approaching. **This funding amount is limited to FY25, and all purchases must be made by June 30, 2025, and included in your fourth quarter SER reimbursement that is due between July 1, 2025 and July 15, 2025.**

On behalf of CACJ, thank you for your dedication. We know that this funding allocation will help each accountability court to provide substance abuse, mental health, and other crucial services to all that qualify to participate in the program.



## Public Safety Committee Meeting

Meeting Date: 4/8/25

### FY 25 JUVENILE JUSTICE INCENTIVE GRANT ADDITIONAL FUNDING REQUEST

---

<b>Department:</b>	Juvenile Court
<b>Presenter:</b>	Paige Ford
<b>Caption:</b>	Motion to approve the second allocation of the additional funding request in the amount of \$80,000 from the FY 25 Juvenile Justice Incentive Grant Award.
<b>Background:</b>	Awarded \$80,000 in additional funding from CJCC.
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	The request for additional funding has added \$80,000 to our initial grant award.
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	220022664
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

### Proposal Project No. Project Title

PR000571 JUVENILE FY JJIG REQUEST FOR ADDITIONAL FUNDING

Request for additional funding from CJCC through the Juvenile Justice Incentive grant. The Juvenile Justice Incentive Grant Program funding aims to develop programs that address the needs of youth who are typically committed to the Georgia Department of Juvenile Justice. This request will allow to continue services to the youth. NO LOCAL MATCH REQUIRED. NO EEO DEPT. REQUIRED.

Start Date: 03/03/2025

End Date: 06/30/2025

Submit Date: 02/17/2025

Department: 022

Juvenile Court

Cash Match?

N

Total Budgeted Amount: 289,395.00

Total Funding Agency:

289,395.00

Total Cash Match:

0.00

Sponsor: GM0012

Criminal Justice Coord Co

Sponsor Type: S

State

Purpose: 2

Serve Comm Juvenile Cts

Flow Thru ID: GM0012 Criminal Justice Coord Co

### Contacts

Type	ID	Name	Phone
I	GMI028	Victoria Ford	(706)823-4424

### Approvals

Type	By	Date
FA	J. FLYTHE	02/17/2025

Dept. Signature:

Grant Coordinator Signature:

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Finance Director

Date

2.) I have reviewed the Grant application and enclosed materials and:

☒ Approve the Department Agency to move forward with the application

☐ Deny the request

Administrator

Date

This form will also be used to provide the external auditors with information on all grants for compliance and certification requirements as required by the State and Federal Government.

User: VF15860 - Victoria Ford

Page

Current Date: 02/17/2025

Report: GM1000\_PROPOSAL - GM1000: Grants Management: 1

Current Time: 09:27:04



## Commission Meeting

Meeting Date: April 15, 2025

### AO Public Defender Positions Conversion

---

<b>Department:</b>	County Administrator's Office
<b>Presenter:</b>	Ms. Tameka Allen, County Administrator
<b>Caption:</b>	Motion to approve converting five (5) vacant Assistant Public Defender positions from State employees to Augusta employees and transfer of the associated funds from the Public Defender's Office operating budget to personnel.
<b>Background:</b>	The Public Defender's Office has faced challenges in recruiting and retaining Assistant Public Defender attorneys. In the FY2025 budget, the Public Defender's Office was allocated \$270,000 in recaptured funding to fund salary increases for their staff. The Administrator's Office has worked closely with the Public Defender to develop a more competitive salary structure.
<b>Analysis:</b>	Within the Public Defender's Office, some positions are Augusta employees, while others are State employees funded by Augusta ("State-Paid, County Reimbursed" or SPCR). State employment benefits are significantly more expensive than comparable benefits offered to Augusta employees. By converting five vacant SPCR positions to Augusta employment, Augusta would realize a cost savings. These funds would be repurposed to increase starting salaries for these positions as well as the other SPCR positions.
<b>Financial Impact:</b>	The proposed conversion will generate a net savings of approximately \$113,080 per year. Savings will be reallocated within the Public Defender's budget to increase starting salaries for these and other SPCR positions.
<b>Alternatives:</b>	Do not convert the positions and implement smaller salary increases.
<b>Recommendation:</b>	Approve converting five (5) vacant Assistant Public Defender positions from State employees to Augusta employees and transfer of the associated funds from the Public Defender's Office operating budget to personnel.
<b>Funds are available in the following accounts:</b>	101022509-5239110, 101022510-5239110, 101022511-5239110
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A

## Proposed Public Defender Position Conversion

### Budgeted Salaries for Affected Positions (All Vacant)

Position	Current Budgeted Salary at State	Proposed Salary After Conversion
Assistant Public Defender I	\$ 65,500	\$ 75,000
Assistant Public Defender II	64,101	80,000
Assistant Public Defender II	62,000	80,000
Assistant Public Defender II	70,000	80,000
Assistant Public Defender III	78,000	85,000

Expected Total Annual Cost Savings from State, per State Analyst \$ 549,170

Augusta's Expected Total Cost of 5 New Positions at Current Salary 436,090

**Net Savings 113,080**

Augusta's Cost for Increase to Proposed Salaries 69,750

Remainder Available for Additional Salary Increases **43,330**



### Commission Meeting

Meeting Date: April 15, 2025

AO Update on 911

<b>Department:</b>	County Administrator's Office
<b>Presenter:</b>	Tameka Allen, County Administrator
<b>Caption:</b>	Receive as information on update on matters concerning 911.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Receive as information on update on matters concerning 911.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



### Commission Meeting

Meeting Date: April 15, 2025

AO Update on RCSO, DA, PDO Salary

---

<b>Department:</b>	County Administrator's Office
<b>Presenter:</b>	Tameka Allen, County Administrator
<b>Caption:</b>	Receive as information an update on implementation of salary changes for the Richmond County Sheriff's Office, District Attorney's Office, and Public Defender's Office.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	Receive as information an update on implementation of salary changes for the Richmond County Sheriff's Office, District Attorney's Office, and Public Defender's Office.
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A



## Commission Meeting

April 15, 2025

Affidavit

---

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A