



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 10, 2023

1:00 PM

PUBLIC SERVICES

- 1. New Location: A.N. 23-42:** A request by Rachel Babcock for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with The Olive Garden Italian Restaurants #6487 located at 804 Cabela Dr. There will be **Sunday Sales. District 7. Super District 10.**
- 2. New Ownership/Existing Location: A.N. 23-43:** A request by Kourtney Patel for a retail package **Liquor, Beer & Wine** License to be used in connection with Harrisons Liquor located at 1889 Gordon Hwy. **District 2. Super District 9.**
- 3. New Ownership/Existing Location: A.N. 23-44:** A request by Jessica Roblero for a retail package **Beer & Wine** License to be used in connection with Krishna Krupa 1801 LLC located at 1801 Marvin Griffin Rd. **District 6. Super District 10.**
- 4. New Ownership/Existing Location: A.N. 23-45:** A request by Jessica Roblero for a retail package **Beer & Wine** License to be used in connection with Krishna Krupa 3995 LLC located at 3995 Old Waynesboro Rd. **District 6. Super District 10.**
- 5. New Ownership/Existing Location: A.N. 23-46:** A request by Jessica Roblero for a retail package **Beer & Wine** License to be used in connection with Krishna Krupa 2579 LLC located at 2579 Tobacco Rd. **District 6. Super District 10.**
- 6. New Ownership/Existing Location: A.N. 23-47:** A request by Nilam Patel for a retail package **Beer & Wine** License to be used in connection with Smile Grocery located at 830 Stevens Creek Rd. **District 7. Super District 10.**
- 7. New Ownership/Existing Location: A.N. 23-48:** A request by Michael L. Everett for an on-premise consumption **Liquor, Beer & Wine** License to be used in connection with Thunder Road Bar & Grill located at 2260 Wheelless Rd. **District 2. Super District 9.**
- 8. Motion to approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia.**
- 9. Motion to approve the amendment to the Food Services Agreement with G.A. FOOD Services of Pinellas County, LLC.**
- 10. Motion to approve entering into a memorandum of understanding with Augusta Concrete Block Co. for the donation of materials and labor for repairs at Magnolia Cemetery**

11. Motion to Approve the Consent of Assignment between Augusta, Georgia and John Bean Technologies Corporation (JBT). Approved by the Augusta Aviation Commission on September 21, 2023.
12. Motion to Approve Professional Services Contract with Mead & Hunt, Inc. to perform Engineering, Architectural, and Construction Administration services and all related tasks as listed/shown within the professional services RFQ and/or requested by Augusta Regional Airport. Approved by the Augusta Aviation Commission on September 21, 2023. RFQ 23-158
13. Motion to Approve acceptance of OneGeorgia Equity Grant through the Augusta Economic Development Authority (AEDA). Approved by the Augusta Aviation Commission on September 21, 2023.
14. Motion to approve the minutes of the Public Services Committee held on September 12, 2023.



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Location: A.N. 23-42: A request by Rachel Babcock for an on-premises consumption Liquor, Beer, & Wine License to be used in connection with The Olive Garden Italian Restaurants #6487 located at 804 Cabela Dr. There will be Sunday Sales. District 7. Super District 10.
Background:	This is a New Location formerly located at 2736 Washington Rd. (Hardship Transfer)
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The License will be Transferred.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-42

Application Type: Consumption on Premise Liquor, Beer, Wine & Sunday Sales

Business Name: The Olive Garden Italian Restaurant #6487

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: Rachel Babcock

Property Owner: MS Riverwatch LLC

Address of Property: 804 Cabela Drive

Tax Parcel #: 008-3-081-00-0

Commission District: District: 7 Super District: 10

Background: New Location

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

- **Zoning:** LI (Light Industrial Business) Zone
- **Distance Requirements:** The proposed location for consumption on premise Liquor, Beer, Wine & Sunday Sales meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

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

to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

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

FINANCIAL IMPACT: The applicant will transfer the Alcohol License to the new location.

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number 1999-3418 Year _____ Alcohol Account Number _____

1. Name of Business The Olive Garden Italian Restaurant #6487
2. Business Address 804 Cabela Drive
3. City Augusta State GA Zip 30909
4. Business Phone () TBD Home Phone () _____
5. Applicant Name and Address: Rachel Babcock
2903 Wellington Street
Augusta, GA 30909
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant:
GMRI, Inc. d/b/a The Olive Garden Italian Restaurant #1102
8. Business Location: Map & Parcel 0083081000 Zoning LI
9. Location Manager(s) Rachel Babcock

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 10/26/1970
12. Mailing Address:
Name of Business The Olive Garden Italian Restaurant #6487
Attention Licensing
Address PO Box 695016
City/State/Zip Orlando, FL 32869-5016
13. Ownership Type: ☒ Corporation () Partnership () Individual
14. Corporate Name: GMRI, Inc.
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Lindsay Koren	Mgr, Pres		8803 Abbey Leaf Lane, Orlando, FL 32827	0%
Colleen Lyons	Mgr, Sec, Treas		11762 Aurelio Lane, Orlando, FL 32827	0%
Darden Restaurants, Inc.	Owner		1000 Darden Center Drive, Orlando, FL 32837	100%

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					
Consumption on Premises	x	X	X		X
Wholesale					

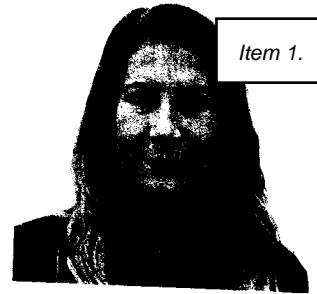
Total License Fee: \$ 120.00

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: current license holder
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? ☒ Yes () No If so, please initial RB

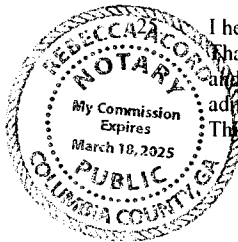


Item 1.



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? ☐ Yes ☒ No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. ☐ Yes ☒ No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Building: GMRI, Inc. & Land: MS-Riverwatch, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
GMRI, Inc. is a wholly owned subsidiary of Darden Restaurants, Inc. which is a publicly traded company.
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 4,500 linear feet C) School 2,650 linear feet
B) Library 16,825 linear feet D) Public Recreation 4,350 linear feet
24. State of Georgia, Augusta-Richmond County, I, Rachel Babcock
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.

Rachel Babcock
Applicant Signature



I hereby certify that Rachel Babcock is personally known to be, that he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 2 day of July August, in the year 2023

Rebecca A. Corcoran
Notary Public

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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A request by Kourtney Patel for a retail package Liquor, Beer & Wine License to be used in connection with Harrisons Liquor located at 1889 Gordon Hwy. District 2. Super District 9.
Background:	This is a New Ownership. Formerly in the name of Pranav H. Patel.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-43

Application Type: Retail Package Liquor, Beer, Wine

Business Name: Harrisons Liquor

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Kourtney Patel*

Property Owner: Evans Development LLC

Address of Property: 1889 Gordon Highway

Tax Parcel #: 070-1-015-00-0

Commission District: District: 2 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

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

RECOMMENDATION:

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

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

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

COPY

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 Harrisons Liquor
2. Business Address 1889 Gordon Highway
3. City Augusta State GA Zip 30906
4. Business Phone (443) 542 3934 Home Phone (443) 542 3934
5. Applicant Name and Address: Hourtney Patel
954 5th Street
Augusta, GA 30906
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous applicant: _____

8. Business Location: Map & Parcel 0701015000 Zoning C3
9. Location Manager(s) Hourtney Patel

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 06-06-23
12. Mailing Address:
Name of Business Harrisons Liquor
Attention Hourtney Patel
Address 1889 Gordon Highway
City/State/Zip Augusta, GA 30906
13. Ownership Type: (X) Corporation () Partnership (X) Individual
14. Corporate Name: Harrisons Spirits LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Hourtney Patel	member		954 5th Street Augusta, GA 30906	100%

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

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

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

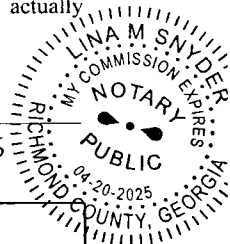
16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: 2023-Currently Processing

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial kp



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
1889 Gordon Highway, LLC
22. List the name and other required information for each person, firm or corporation having any interest in the business.
None
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Kourtney Patel
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
Kourtney Patel
Applicant Signature
25. I hereby certify that Kourtney Patel is personally known to be,
That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 15 day of August, in the year 2020.

Daphne Sapp
Notary Public com/sep 20/2025



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Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-44: A request by Jessica Roblero for a retail package Beer & Wine License to be used in connection with Krishna Krupa 1801 LLC located at 1801 Marvin Griffin Rd. District 6. Super District 10.
Background:	This is a New Ownership. Formerly in the name of Raju Venmuganti.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-44

Application Type: Retail Package Beer & Wine

Business Name: Krishna Krupa 1801 LLC

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Jessica Roblero*

Property Owner: Shiva Vuppula

Address of Property: 1801 Marvin Griffin Rd

Tax Parcel #: 134-1-070-03-0

Commission District: District: 6 Super District: 10

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **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 pro-rated fee of \$665.00.

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Krishna Krupa 1801 LLC
2. Business Address 1801 MARVIN GRIFFIN RD
3. City Augusta State GA Zip 30906
4. Business Phone (229) _____ Home Phone () _____
5. Applicant Name and Address: Jessica Roblero
1001 Pineview Ave
Tifton GA 31794
6. Applicant Social Security # 4 D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/31/2023
12. Mailing Address:
Name of Business Krishna Krupa 1801 LLC
Attention _____
Address 1801 Marvin Griffin Rd
City/State/Zip Augusta GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: _____

List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Jessica Roblero	owner	---	Above	owner

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
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: None
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial JR



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 (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
NO
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
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 Jessica Romero is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 20th day of July, in the year 2023.

Applicant Signature

Notary Public

LUIS JIMENEZ
NOTARY PUBLIC
Cook County
State of Georgia

My Comm. Expires Nov. 8, 2025

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-45: A request by Jessica Roblero for a retail package Beer & Wine License to be used in connection with Krishna Krupa 3995 LLC located at 3995 Old Waynesboro Rd. District 6. Super District 10.
Background:	This is a New Ownership. Formerly in the name of Earl B. Culver.
Analysis:	The applicant meets the requirement of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-45

Application Type: Retail Package Beer & Wine

Business Name: Krishna Krupa 3995 LLC

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Jessica Roblero*

Property Owner: Sky Blue Investment 2018, LLC

Address of Property: 3995 Old Waynesboro Rd

Tax Parcel #: 183-0-010-02-0

Commission District: District: 6 Super District: 10

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **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 pro-rated fee of \$665.00.

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Krishna Krupa 3995 LLC
2. Business Address 3995 Old Waynesboro Rd
3. City Augusta State GA Zip 30906
4. Business Phone (____) _____ Home Phone (____) _____
5. Applicant Name and Address: Jessica Pablero
1001 Pineview Ave
Tifton GA 31794
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous applicant _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/31/2023
12. Mailing Address:
Name of Business Krishna Krupa 3995 LLC
Attention _____
Address 3995 Old Waynesboro Rd.
City/State/Zip Augusta GA 30906
13. Ownership Type: (X) Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
Jessica Pablero			Above same	owner

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

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer		X	X		
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: None
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (X) Yes () No If so, please initial JP



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 (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Ne
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, _____
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 Jessica Robles is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 20 day of July, in the year 2022.

Jessica Robles
Applicant Signature

[Signature]
Notary Public

LUIS JIMENEZ
NOTARY PUBLIC
Cook County
State of Georgia
My Comm. Expires Nov. 8, 2025

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-46: A request by Jessica Roblero for a retail package Beer & Wine License to be used in connection with Krishna Krupa 2579 LLC located at 2579 Tobacco Rd. District 6. Super District 10.
Background:	This is a New Ownership. Formerly in the name of Earl B. Culver.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-46

Application Type: Retail Package Beer & Wine

Business Name: Krishna Krupa 2579 LLC

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: Jessica Roblero

Property Owner: Saraja Shams Ali

Address of Property: 2579 Tobacco Rd

Tax Parcel #: 141-0-001-09--0

Commission District: District: 6 Super District: 10

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **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 pro-rated fee of \$665.00.

RECOMMENDATION:

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

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

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



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

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business KRISHNA KRUPA 2579 LLC
2. Business Address 2579 TOBACCO RD
3. City HEPHZIBAH State GA Zip 30815
4. Business Phone (229) 326-4334 Home Phone () _____
5. Applicant Name and Address: JESSICA ROBLERO
1001 PINEVIEW AVE
TIFTON GA 31794
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Application _____

8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05/31/2023
12. Mailing Address:
Name of Business KRISHNA KRUPA 2579 LLC
Attention _____
Address 2579 TOBACCO RD
City/State/Zip HEPHZIBAH GA 30815
13. Ownership Type: (☒) Corporation () Partnership () Individual
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
JESSICA ROBLERO	OWNER		1001 PINEVIEW AVE TIFTON GA 31794	OWNER

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: N/A
If so, give year of application and its disposition: _____

17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial JK



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes (✓) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (✓) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property. _____
22. List the name and other required information for each person, firm or corporation having any interest in the business. _____
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, JESSICA ROBLERO
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 Jessica Roblero is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 20th day of July, in the year 2023.

Applicant Signature

Notary Public

LUIS JIMENEZ
NOTARY PUBLIC
Cook County
State of Georgia

My Comm. Expires Nov. 8, 2025

FOR OFFICE USE ONLY

Department	Approve	Deny	Comments
Recommendation			
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-47: A request by Nilam Patel for a retail package Beer & Wine License to be used in connection with Smile Grocery located at 830 Stevens Creek Rd. District 7. Super District 10.
Background:	This is a New Ownership. Formerly in the name of Kim Kyoungoo.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$665.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-47

Application Type: Retail Package Beer & Wine

Business Name: Smile Grocery

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: Nilam Patel

Property Owner: JDC Consultants LLC

Address of Property: 830 Stevens Creek Rd

Tax Parcel #: 006-0-036-01-0

Commission District: District: 7 Super District: 10

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **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 pro-rated fee of \$665.00.

RECOMMENDATION:

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

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

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



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 Smile Graceely
2. Business Address 530 Stevens Creek Road
3. City Augusta State Ga Zip 30907
4. Business Phone () _____ Home Phone (860) 303 0584
5. Applicant Name and Address: Nilam Patel 62 Arbor Crossing
East Lyme Ct 06333 203-893-6371
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel _____ Zoning _____
9. Location Manager(s) _____
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 Smile Graceely
Attention Nilam Patel
Address 507 Galy Glen Drive
City/State/Zip Martinez Ga. 30907
13. Ownership Type: () Corporation () Partnership () Individual LLC
14. Corporate Name: _____
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Nilam Patel</u>	<u>owner</u>		<u>507 Galy Glen Dr.</u>	<u>100%</u>
			<u>Martinez Ga.</u>	

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) \$ _____

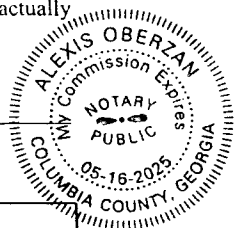
16. Have you ever applied for an Alcohol Beverage License before: Yes
If so, give year of application and its disposition: Connecticut
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial NP



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 (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
TDC consultants, LLC
Daehoon Suh, Chang W. Yi,
22. List the name and other required information for each person, firm or corporation having any interest in the business.

23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Nilam Patel
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
Nilam Patel
Applicant Signature
25. I hereby certify that Nilam Patel is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 8th day of September, in the year 2003.

Alexis Oberzan
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator

Date



Public Services Committee Meeting

October 10, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	New Ownership/Existing Location: A.N. 23-48: A request by Michael L. Everett for an on-premise consumption Liquor, Beer & Wine License to be used in connection with Thunder Road Bar & Grill located at 2260 Wheelless Rd. District 2. Super District 9.
Background:	This is a New Ownership. Formerly in the name of Lewis Burnett.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,222.50.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-48

Application Type: Consumption on Premise Liquor, Beer, & Wine

Business Name: Thunder Road Bar & Grill

Hearing Date: October 10, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Michael L. Everett*

Property Owner: Lewis Burnett

Address of Property: 2260 Wheelless Rd

Tax Parcel #: 070-1-077-00-0

Commission District: District: 2 Super District: 9

Background: Existing Location

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

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

ADDITIONAL CONSIDERATIONS:

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

to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed location is an Existing Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **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 pro-rated fee of \$2,222.50

RECOMMENDATION:

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

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

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

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

COPY

ALCOHOL BEVERAGE APPLICATION

Alcohol Number _____ Year _____ Alcohol Account Number _____

1. Name of Business Thunder Road Bar & Grill
2. Business Address 2260 Wheelless Rd.
3. City Augusta State GA. Zip 30904
4. Business Phone (706) 736-0005 Home Phone (706) 394-5367
5. Applicant Name and Address: Michael L. Everett
2258 Wheelless Rd. Augusta GA.
30904
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous Applicant: _____
8. Business Location: Map & Parcel 070-1-077-00-0 Zoning B-2
9. Location Manager(s) Michael Everett

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

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: NO
12. Mailing Address:
Name of Business Thunder Road Bar & Grill
Attention Michael Everett
Address 2258 Wheelless Rd.
City/State/Zip Augusta Ga. 30904
13. Ownership Type: () Corporation (☒) Partnership () Individual
14. Corporate Name: Thunder Road Bar & Grill LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Mr B Newson</u>	<u>Co-Owner</u>		<u>354 Middleton Rd.</u>	<u>50%</u>
			<u>Grove Town GA. 30813</u>	
<u>Michael Everett</u>	<u>Co-Owner</u>		<u>2258 Wheelless Rd.</u>	<u>50%</u>
			<u>Augusta Ga 30904</u>	

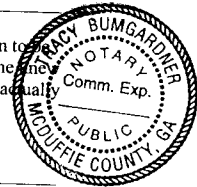
15. What type of business will you operate in this location?
() Restaurant - Full () Lounge () Convenience Store
() Restaurant - Limited () Package Store () Hybrid
(☒) Other: Bar & Grill

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

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

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

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 (X) No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes (X) No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Michael H. Everett - Herbert T. Newsome
22. List the name and other required information for each person, firm or corporation having any interest in the business. None
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 400 feet C) School None
B) Library None D) Public Recreation 515 feet
24. State of Georgia, Augusta-Richmond County, I, Michael Everett
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.
Michael Everett
Applicant Signature
25. I hereby certify that Michael Everett is personally known to me. That he/she signed his/her name to the forgoing application stating to me that he/she knew and understood all statements and answers made herein, and, under oath actually administered by me, has sworn that said statements and answers are true.
This 14th day of August, in the year 2023.
Tracy Bumgardner
Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

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

Administrator _____

Date _____



Public Services Committee

Meeting Date: October 10, 2023

2024 Cooperative Agreement for Senior Nutrition Program

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia.
Background:	The Augusta Parks and Recreation Department operates six senior nutrition sites throughout Augusta, Georgia through a partnership with CSRA Regional Commission, which provides state and federal grant funds to provide 99,331 meals to Senior Citizens including the home delivery program.
Analysis:	The agreement provides the mechanism for Augusta, Georgia to receive \$795,615 in Fiscal Year 2024 (July 1, 2023 to June 30, 2024).
Financial Impact:	Augusta's match for the 2023 Agreement is \$55,850.
Alternatives:	<ol style="list-style-type: none"> 1. To approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia. 2. To not approve the agreement, which would result in forfeiting grant funds and possibly terminating the program.
Recommendation:	1. To approve the 2024 Cooperative Agreement with CSRA Regional Commission for Senior Nutrition Services for Augusta, Georgia.
Funds are available in the following accounts:	Funds are available in the following accounts: 220-05-4322
<u>REVIEWED AND APPROVED BY:</u>	N/A

SECTION I
 CSRA REGIONAL COMMISSION - AREA AGENCY ON AGING COOPERATIVE SUB-GRANT AGREEMENT
 TITLE III AND NSI NUTRITION MEALS
 Fiscal Year 2024
 Contract # 24-0089

RC AAA Qualified Nutrition Program Food Vendor: G.A. Food Service, LLC

Fiscal Year 2024 Unit Cost for All Congregate Meal: \$ 8.01 (\$6.50 from C-1, \$1.51 from NSI fund sources)

Fiscal Year 2024 Unit Cost for All Home Delivered Meal: \$ 8.01

The following table outlines the meals that have been approved
 for your jurisdiction for the FY 2024.

Meal Types:

Title III C-1	Congregate Meals (requires a 10 percent match)
Title III C-2	Home-Delivered Meals (requires a 10 percent match)
NSI-Cong	Congregate Meals (no match required) - used in conjunction with C-1 to pay for raw food costs
NSI-HD	Home-Delivered Meals (no match required) - used in conjunction with other HDM funds to pay for raw food costs
NSI - State - HDM	Home-Delivered Meals (no match required)
NSI - SSBG - HDM	Home-Delivered Meals (no match required)

Annual Number of Meals Allotted By Category

Jurisdiction	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-SSBG-HDM	NSI-State-HDM	Total
Richmond	49,063	29,916	-	-	2,933	17,420	99,331

Dollar Value of Meals By Category

Funding	Title III C1	Title III C2	NSI-Cong	NSI-HD	NSI-SSBG-HDM	NSI-State-HDM	Total
Federal Funds:	\$ 271,043	\$ 203,683	\$ 74,092	\$ -	\$ 23,491	\$ -	\$ 572,309
State Funds:	\$ 15,944	\$ 11,981	\$ -	\$ -	\$ -	\$ 139,531	\$ 167,456
Local Match:	\$ 31,887	\$ 23,963	\$ -	\$ -	\$ -	\$ -	\$ 55,850
Total Cost:	\$ 318,874	\$ 239,627	\$ 74,092	\$ -	\$ 23,491	\$ 139,531	\$ 795,615

Note that this agreement includes the final allocation for meals from the CSRA RC. All Site meals are purchased voluntarily by the local jurisdiction. Paragraph 1 of the attached Cooperative Agreement duly notes the right to alter final numbers based on funding availability.

*Note: Meals are funded by two fund sources - NSI Fed funds are strictly used to pay for raw food costs while the remaining fund sources are available for all costs of the meal, including production and delivery. The portion of the meal paid for by Title III C1 will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$6.50 x 0.9 equals \$5.85). The portion of the meal paid for by Title III C2 will be reimbursed by the RC at ninety (90) percent of their value (i.e. \$8.01 x 0.9 equals \$7.209).

Site C1 and Site C2 locally funded meals are voluntarily provided by the community and are not reimbursed by the RC and therefore not shown in this agreement.

Periodic adjustments may be made during the course of the year to allocate unused meals in the region to other areas of need or based on reductions in federal/state funds.





SECTION TWO
AREA AGENCY ON AGING
COOPERATIVE SUBGRANT AGREEMENT FOR SERVICES

THIS COOPERATIVE SUBGRANT AGREEMENT, entered into as of the 1st day of July 2023, by and between **Augusta, Georgia** (hereinafter referred to as “Subgrantee”) and the **CENTRAL SAVANNAH RIVER AREA REGIONAL COMMISSION**, (hereinafter referred to as “CSRA RC”).

WITNESSETH THAT:

WHEREAS, CSRA RC, under the Older Americans Act, has funding for the provision of Title III, SSBG and NSI meals for the elderly and desires to allocate those funds to the RC’s member jurisdictions for the public purpose identified below; and

WHEREAS, the CSRA RC, as the state-designated Area Agency on Aging (AAA), has the responsibility under the Older Americans Act (§306(a)(1)), and under the Georgia Department of Human Services (DHS) Regulations §304.6 to provide in its area plan a comprehensive and coordinated system for supportive services, and nutrition services; and

WHEREAS, the provisions of the OAA, as well as the DH Regulations, clearly contemplate the development by the RC as the AAA of cooperative arrangements with both government and non-profit organizations to provide those services described in §301 of the Older Americans Act; and

WHEREAS, the Federal Office of Management and Budget (OMB) Circular A-102 is the federal guideline governing the RCs handling of federal grant funds, and also governing cooperative agreements; and

WHEREAS, OMB Circular A-102, derived from 31 USC §6301-08 notes that “a grant or cooperative agreement shall be used only when the principal purpose of a transaction is to accomplish a public purpose...”; and

WHEREAS, the CSRA RC wishes to achieve a public purpose, specifically, the provision of nutritious meals to older citizens by passing through sub-grant funds for the nutrition services program to its member jurisdictions and to jurisdictions authorized under DHS’s contract for FY 2024; and

WHEREAS, the Official Code of Georgia Annotated (OCGA) 50-8-32 “created and established as public agencies and instrumentalities of their members ...”; and

WHEREAS, OCGA 50-8-33 requires each municipality and county within the region to be a member of the RC; and

WHEREAS, the RC, has the authority to enter into sub-grant agreements and cooperative agreements with its member jurisdictions, and with jurisdictions authorized under DHS’s FY 2024 contract; and

WHEREAS, the allocation of the nutrition service program funds (Title III, SSBG and NSI) will be done on a formula basis related to the State of Georgia’s interstate funding formula (IFF); and



WHEREAS, the CSRA RC has developed an allocation plan for FY 2024 nutrition funds for the region; and

WHEREAS, each local jurisdiction operates a multi-purpose senior center, which has been designated a focal point by the AAA and, as defined by the Division of Aging Services' Taxonomy of Services as being "a community facility for the organization and provision of a broad range of services, on a daily basis, to include health services (including mental health), social, nutritional, and educational services and the provision of recreational activities for older persons"; and

WHEREAS, as the designated focal point in each county, the senior centers in the counties is specifically eligible to serve as a congregate nutrition site; and

WHEREAS, Senior Centers are eligible to provide certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the "Program") which is to be wholly or partially financed by a grant from the U.S. Government through the Georgia Department of Human Resources (hereinafter, along with the appropriate auditing agency of the entities making such a grant, referred to as "the funding agencies"), and

WHEREAS, the CSRA RC has qualified a food vendor through an open and competitive bid process on behalf of the region as a whole; and

WHEREAS, the Subgrantee desires to accept the funds outlined in this cooperative agreement for the purchase of meals under the Title III, SSBG and NSI programs connection with the program;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION THREE GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the Subgrantee** CSRA RC hereby agrees to engage the Subgrantee and the Subgrantee hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent Subgrantees** No provision of this contract, act of the Subgrantee in the performance of this contract, or act of CSRA RC in the performance of this contract shall be construed as constituting the Subgrantee as an agent, servant, or employee of CSRA RC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent Subgrantee.
3. **Scope of Services** The Subgrantee shall do, perform and carry out in a satisfactory and proper manner, as determined by CSRA RC, the work and services described in this contract and the following amendments hereto:

Attachment A	Program and Service Performance Requirements (including any special conditions associated with this contract)
Attachment B	Program and Service Reporting Requirements
Attachment C	Cost and Financial Reporting Requirements
Attachment D	Subgrantee Cost and Technical Proposals.





4. **Term and Time of Performance** The term of this contract runs from July 1, 2023 through June 30, 2024. The effective date of this contract is July 1, 2023. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30, 2024.
5. **Method of Payment** The amount of this contract is included in Section One of this contract (page 1). Total payments from the CSRA RC to the Subgrantee shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
- (a) **Progress Payments** Unless otherwise approved by CSRA RC and the funding agencies, the Subgrantee shall be entitled to receive progress payments on the following basis:
- (1) a) Cost Reimbursement Contract - **On or before the fifth business day of the month** following the month for which payment is requested, the Subgrantee shall submit to CSRA RC, in a form acceptable to CSRA RC as specified in Attachment "B", a request documenting actual costs incurred during that month for each cost center as specified in Attachment "A"
 - b) Performance Based Fixed Rate Contract - **On or before the fifth business day of the month** following the month for which payment is requested, the Subgrantee shall submit to CSRA RC, in a form acceptable to CSRA RC as specified in Attachment "B", a request documenting the actual number of service units provided during that month for each cost center as specified in Attachment "A"
 - (2) Upon the basis of CSRA RC's determination to its satisfaction that the Subgrantee is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, CSRA RC will make payment to the Subgrantee not more than once per month.
 - (3) CSRA RC may, at its discretion, disallow or delay payment of all or part of a request if CSRA RC determines that the Subgrantee is not in compliance to CSRA RC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by CSRA RC on or before the fifth business day of the month, reimbursement may be withheld until the following payment cycle.**
- (b) **Final Payment**
- (1) The Subgrantee's payment request for the last month of the contract term must be received by CSRA RC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. CSRA RC may, at its discretion, disallow payment of all or part of a final request received after this deadline.





- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by CSRA RC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by CSRA RC of the Subgrantee's final payment request and all other required documentation, CSRA RC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, CSRA RC will make either a final payment to the Subgrantee for any allowable expenditures in excess of prior payments for each cost center or request from the Subgrantee reimbursement of any overpayment. The Subgrantee shall refund to CSRA RC any such overpayment within thirty calendar days of notification by CSRA RC.
6. **Communications** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the Subgrantee (executor) and CSRA RC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The Subgrantee shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the CSRA RC Executive Director. The Subgrantee executor and CSRA RC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **CSRA RC's Designated Agent** According to the paragraph titled "**Communications**" above, CSRA RC's Executive Director hereby designates JACKIE HARRIS, CSRA RC'S AREA AGENCY ON AGING DIRECTOR, as his agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the CSRA RC's AAA DIRECTOR, JACKIE HARRIS and copied to the CSRA RC's Executive Director. Such appointments herein may be changed only by CSRA RC via a written addendum to this agreement.
8. **Review and Coordination** To ensure adequate assessment of the Subgrantee's program and proper coordination among interested parties, CSRA RC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Subgrantee may be required to meet with designated representatives of CSRA RC and the funding agencies from time to time to review the work and services performed. Written notice of such review meetings shall be given to the Subgrantee. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.
9. **Access to Records and Inspections** The state and federal government and the CSRA RC (a





staff member and/or an outside party hired to review certain records, documents, and/or procedures) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Subgrantee and fourth party Subgrantees(s). Upon request of such records, the Subgrantee shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the Subgrantee furnishes the records requested.

Reinstatement of payments to Vendors who have been sanctioned as denoted above must be approved by the RC's Board of Directors at the next regularly scheduled meeting of the Commission. The Subgrantee has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the CSRA RC. Through the Business Associate Agreement, the Subgrantee acknowledges and agrees that the Georgia Department of Human Services Division of Aging Services, including the Long-Term Care Ombudsman, and the CSRA RC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The Subgrantee is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party Subgrantees authorizing the same level of access to the entities noted above.

The Subgrantee and fourth party Subgrantees (subcontractors) record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The Subgrantee agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the Subgrantee. The Subgrantee agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The CSRA RC and the State Department of Human Services shall have the right to monitor and inspect the operations of the Subgrantee and any fourth party Subgrantees (subcontractors) for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, but at no more than a maximum of 48 hours notice, at any time during the term of this Contract. Federal regulations can be found within the Super Circular 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, an electronic version can be found at www.ecfr.gov. State regulations and guidance can be found on the Online Directives Information System (ODIS), www.odis.dhs.ga.gov. When not specifically addressed within ODIS, Federal regulations should be followed. Any deviation from these regulations must be approved by the CSRA RC and/or the State Department of Human Services in writing prior to the deviation occurring. The Subgrantee agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities





or materials relevant to or pertaining to this Contract. The Department and/or CSRA RC will provide the Subgrantee with a report of any findings and recommendations and may require the Subgrantee to develop corrective action plans or reimburse for costs identified as unallowable as appropriate. Such corrective action plans may include requiring the Subgrantee to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department and/or CSRA RC.

The Central Savannah River Area Regional Commission's Board of Directors has established the following sanctions for any violations of this section of the contract:

"If at any time an official representative of the CSRA RC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the CSRA RC will withhold any pending and/or future payments for services rendered until such time that the information is presented."

10. General

- (a) The Subgrantee agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). CSRA RC shall determine the appropriateness and application of such terms, provisions, and conditions. The Subgrantee also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The Subgrantee assures and certifies that it shall comply with all requirements imposed by CSRA RC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, 45 CFR 202, 2 CFR Part 200 or ODIS as appropriate.
- (b) The Subgrantee agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the Subgrantee agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;
 - (2) remove individual and social barriers to economic and personal independence; and
 - (3) provide specified services to eligible individuals who reside within the planning area, with greatest social need being determined by advanced age (75 years or more);
 - (4) transport those deemed in need to scheduled sites.





11. **Subgrantee's Personnel** The Subgrantee represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of CSRA RC.
12. **Standards for Service Performance**
- (a) The Subgrantee shall perform all services in accordance with the definitions cited in Attachment "A" and as further defined in relevant notices issued by CSRA RC, or through CSRA RC from the Georgia Department of Human Services or the Administration on Aging, U.S. Department of Health and Human Services.
 - (b) The Subgrantee agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served will be made without prior written approval of CSRA RC as provided in the Paragraph titled "**Amendments**" below.
 - (c) The Subgrantee acknowledges that CSRA RC has developed a multi-year *Area Plan on Aging* which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive services and nutrition services to the elderly within the planning area pursuant to the Older Americans Act of 1965 and the Community Care Act of 1985, as amended. Subgrantee further acknowledges that the services provided herein may be included in the Area Plan and that the Area Plan may, from time-to-time, be amended to reflect changes in services, service delivery methods, vendors, subgrantees, and/or subcontractors. Subgrantee acknowledges that inclusion in the Area Plan does not constitute a contract or agreement for the delivery of services within the period of time covered by the Area Plan. Copies of the plan are maintained on file at the CSRA RC.
 - (d) The Subgrantee further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the planning area and that those services provided under this contract are a part of said Area Plan.
 - (e) The Subgrantee acknowledges that the CSRA RC Area Plan delineates a range of available services for the elderly and, therefore, the Subgrantee agrees to coordinate and cooperate with other CSRA RC contracted service providers to the fullest extent possible and in a manner satisfactory to CSRA RC.
 - (f) Supportive services and nutrition services, if any, included in this contract, are aggregated into defined sub-elements. Descriptions of these sub-elements are on file at CSRA RC and are incorporated herein by reference. The service standards listed in Attachment A wherefore shall be the basis for determining the Subgrantee's performance of supportive services and nutrition services.
13. **Termination of Services to Clients** The Subgrantee agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The Subgrantee shall have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at CSRA RC and available from CSRA RC upon written request.





14. **Reports** The Subgrantee shall furnish CSRA RC with monthly program performance reports, in such form as may be specified by CSRA RC, describing the work accomplished by the Subgrantee. Such report(s) shall be furnished to CSRA RC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or CSRA RC holiday, the next CSRA RC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced** The Subgrantee agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of CSRA RC upon termination or completion of the work. CSRA RC shall have the right to use the same without restriction or limitation and without compensation to the Subgrantee other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Subgrantee or its fourth party Subgrantees. The Subgrantee acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to CSRA RC.
16. **CSRA RC'S Right to Suspend Contract** The CSRA RC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the CSRA RC that the Subgrantee is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the CSRA RC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the CSRA RC.
17. **Cooperation in Transition of Services** The Subgrantee agrees upon termination of this contract, in whole or in part, for any reason that the Subgrantee will cooperate as requested by the CSRA RC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the CSRA RC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the CSRA RC. Subgrantee further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the Subgrantee to the CSRA RC immediately and shall become the property of the CSRA RC in addition to any other remedy afforded the CSRA RC hereunder or by law. Failure to cooperate in the transition of services will result in the Subgrantee becoming an ineligible contractor/Subgrantee for a period of three (3) years from the end of this contract period.
18. **Force Majeure** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Subgrantee from its liability for work





performed by any fourth party Subgrantees. If the services to be provided to the CSRA RC are interrupted by a force majeure event, the CSRA RC will be entitled to an equitable adjustment to the fees and other payments due under this contract.

19. **Publicity**

- A. Subgrantees must ensure that any publicity given to the program or services provided herein identify the CSRA RC and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Subgrantee. Prior approval for the materials must be received in writing from the CSRA RC and/or DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the Subgrantee shall not display the CSRA RC or DHS's name or logo in any manner, including, but not limited to, display on Subgrantee's letterhead or physical plant, without the prior written authorization of the Executive Director of the CSRA RC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the Subgrantee is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify the Department as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to the Department that might result. In addition, the Subgrantee shall not display the Department's name or logo in any manner, including, but not limited to, display on Subgrantee's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

20. **Inventions, Patents, Copyrights, Intangible Property and Publications** The Subgrantee agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the CSRA RC. The CSRA RC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The CSRA RC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights Except as otherwise provided in the terms and conditions of this contract, the author or the CSRA RC or DHS is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the CSRA RC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, CSRA RC, and/or departmental purposes.

Publications All publications, including pamphlets, art work, and reports shall be submitted to the CSRA RC on disk or electronically.





21. **Financial Management System** Subgrantee certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70, 2 CFR 200, or ODIS as appropriate. In addition, the Subgrantee agrees to accurately maintain its financial records for each cost center as specified in Attachment C in such form and utilizing such procedures as CSRA RC or the funding agencies may require. This includes, but is not limited to, the requirement that Subgrantee financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the Subgrantee.

This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Department of Health and Human Services adopts the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, and has codified the text, with HHS-specific amendments in 45 CFR part 75.

22. **Employee's Rate of Compensation** The rate of compensation for work performed under this program by a staff member or employee of the Subgrantee shall not exceed the compensation of such person that is applicable to his or her other work activities for the Subgrantee. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports** In addition to other records required by this contract, the Subgrantee agrees to provide to CSRA RC such additional financial reports in such form and frequency as CSRA RC may require in order to meet the CSRA RC's requirements for reporting to funding agencies.
24. **Audits** Subgrantees that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR Part 200, Subpart F, Audit Requirements. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Subgrantees expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that year** in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

Subgrantees expending at least \$25,000 but less than \$100,000 in State funds during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The Subgrantee further agrees to submit the required audit or financial statement, within 180 days after the close of the Subgrantee's fiscal year to:

Amy DeVries





*Director of Finances
3626 Walton Way Ext, Suite 1
Augusta, GA 30909-6421*

Effective July 1, 2005, the Central Savannah River Area Regional Commission's Board of Directors has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the CSRA RC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive CSRA RC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the CSRA RC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the CSRA RC's Board of Directors with the Contractor's auditor present.

Reinstatement of payments to Subgrantees who have been sanctioned as denoted above must be approved by the RC's Board of Directors at the next regularly scheduled meeting of the Commission.

25. **Interest of Subgrantee** The Subgrantee covenants that neither the Subgrantee, nor anyone controlled by the Subgrantee, controlling the Subgrantee, or under common control with the Subgrantee, nor its agents; employees or fourth party Subgrantees, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Subgrantee's service hereunder in an impartial and unbiased manner. The Subgrantee further covenants that in the performance of this contract no person having any such interest shall be employed by the Subgrantee as an agent, fourth party Subgrantees or otherwise. If the Subgrantee contemplates taking some action which may constitute a violation of this paragraph, and Subgrantee shall request in writing the advice of CSRA RC, and if CSRA RC notifies the Subgrantee in writing that the Subgrantee's contemplated action will not constitute a violation hereof, then the Subgrantee shall be authorized to take such action without being in violation of this paragraph.
26. **Interest of Members of CSRA RC and Others** No officer, member or employee of CSRA RC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of CSRA RC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Services) and (2) Congress of the United States of





America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.

28. **Restrictions on Hiring of CSRA RC Employees** The Subgrantee and any associated fourth party Subgrantees shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the CSRA RC within a twelve (12) month period after the termination date of this contract. Further, any former CSRA RC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the CSRA RC Executive Director. Subgrantee violation of this restriction shall be grounds for contract termination.

29. **Project Administration**

- (a) The Subgrantee agrees that the Subgrantee executor is responsible for ensuring that all terms and conditions of the contract are fully met to CSRA RC's satisfaction.
- (b) The Subgrantee agrees that all persons who administer the funds associated with this contract on behalf of the Subgrantee will be responsible to the Subgrantee executor.
- (c) The Subgrantee agrees to administer the program in a manner satisfactory to CSRA RC and in accordance with relevant procedures, as determined by CSRA RC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202, 2 CFR 200, ODIS as appropriate).
- (d) The Subgrantee shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the Subgrantee and its above, described property, as well as its employees, agents and volunteers (attachment at the end of contract).

30. **Subcontracts** Work or services to be performed under this (third party) contract by the Subgrantee may be subcontracted (fourth party) under the following conditions:

- (a) The Subgrantee agrees that the selection of fourth party Subgrantees requires competition between potential fourth party Subgrantees pursuant to 45 CFR 74, 2 CFR 200, or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party Subgrantee to applicable terms and conditions of this (third party) contract between CSRA RC and the Subgrantee.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written CSRA RC approval prior to execution. CSRA RC approval shall not be unreasonably withheld.





- (d) A copy of all fourth party contracts shall be on file at the Subgrantee's office and available for review by CSRA RC monitors upon request.
- (e) The Subgrantee will be responsible for the performance and monitoring both fiscally and programmatically of any fourth party Subgrantees to whom any duties are delegated under any provision of this contract.
- (f) The Subgrantee agrees to reimburse the CSRA RC for any federal or state audit disallowances arising from a fourth party Subgrantees's performance or non-performance of duties under this contract, which are delegated to the fourth party Subgrantees.
- (g) If the Subgrantee subcontracts for the provision of any deliverables pursuant to this contract, the Subgrantee agrees to include the following in each subcontract:
 - 1. Stipulations that the fourth party Subgrantees is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 - 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The Subgrantee shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party Subgrantees who fails to adhere to the contract requirements. The Subgrantee's failure to proceed against a fourth party Subgrantees will constitute a separate breach by the Subgrantee in which case the CSRA RC may pursue appropriate remedies as a result of such breach.

Failure by the Subgrantee to comply with the provisions of this paragraph in a timely manner as determined by CSRA RC, may at CSRA RC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

- 31. **Assignability** The Subgrantee shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of CSRA RC.
- 32. **Amendments** The CSRA RC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the Subgrantee's compensation shall be incorporated in written amendments to this contract. Only the CSRA RC's Executive Director may execute amendments to this contract on behalf of the CSRA RC.
- 33. **Disputes and Appeals** The CSRA RC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the CSRA RC's Executive Director in writing via certified mail, return-receipt requested. The CSRA RC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the Subgrantee within ten (10) business days after receipt of the question. The Subgrantee agrees that the decision of CSRA RC's Executive Director shall be final and





conclusive unless, within ten (10) days of receipt of such copy, the Subgrantee mails or otherwise furnishes a written request for appeal concerning the question of fact to CSRA RC's Board of Directors, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the CSRA RC's Board of Directors at 3626 Walton Way Ext, Suite 1, Augusta, GA 30909. Both the Subgrantee and CSRA RC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the CSRA RC's Board of Directors shall render its decision concerning the question of fact in writing to the Subgrantee and to CSRA RC's Executive Director.

Pending final decision of an appeal to the CSRA RC's Board of Directors, the Subgrantee shall proceed diligently with the performance of the contract and in accordance with CSRA's Board of Director's decision.

The Subgrantee agrees that the decision of the CSRA RC's Board of Directors concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the CSRA RC's Board of Directors will reconsider its decision at the next regularly scheduled meeting of the CSRA RC Commission. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances** The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and OMB Supercircular, as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the Subgrantee gives assurance and certifies with respect to this purchase of service agreement that:

(a) For all purchase of service agreements:

- (1) It possesses legal authority to apply for this purchase of service agreement, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the Subgrantee's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subgrantee to act in connection with the application and to provide such additional information as may be required, and, upon CSRA RC's approval of its application, that the person identified as the official representative of the Subgrantee is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be executed from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures





necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party Subgrantees, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The Subgrantee shall take affirmative action to ensure that qualified applicants are employed and qualified fourth party Subgrantees are selected, and that qualified employees are treated fairly during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the Subgrantee has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the Subgrantee as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the Subgrantee certifies that: (A) It has developed a written Affirmative Action Program (AAP) which includes: an analysis of the Subgrantee's work forces showing by job category the extent to which minorities and females are being underutilized, and where minorities and females are being underutilized, realistic goals and timetables in each job category for correcting the underutilization; and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The Subgrantee agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Subgrantee shall in all solicitations or advertisements for fourth party Subgrantees or employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The Subgrantee shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party Subgrantees, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The Subgrantee shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as CSRA RC or the funding agencies may require.

The Subgrantee agrees to comply with such rules, regulations or guidelines as CSRA RC or the funding agencies may issue to implement the requirements of this paragraph.





- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with CSRA RC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through CSRA RC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through CSRA RC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by CSRA RC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) For purchase of service agreements involving Federal financial assistance for construction, it will make certain 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 fund agencies, through CSRA RC, 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 program is under consideration for listing by EPA.
- (9) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes 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.





- (10) The Subgrantee agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The Subgrantee further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The Subgrantee agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards** The Subgrantee agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the CSRA RC during the term of this contract and all previous contracts is property of the CSRA RC and is subject to the rules and regulations of the CSRA RC throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the CSRA RC.
- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services' DHS Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract. Subgrantee understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing (attachment at the end of contract), within 30 days after acquisition of such property, to the CSRA RC as indicated below:
- CSRA Regional Commission
Attn: Property Control
3626 Walton Way Ext, Suite 1
Augusta, GA 30909
- D. In the event this contract is terminated prior to expiration or is not renewed, Subgrantee agrees to properly dispose of all CSRA RC property as follows:
1. Prepare Form 5086, Equipment Status Change form (attachment at the end of contract), listing all CSRA RC equipment in the Subgrantee's possession and send this form to the CSRA RC for final disposal determination.
 2. Upon notification by the CSRA RC, Subgrantee agrees to transport the RC's property to the CSRA RC's facility. Expenses incurred by the Subgrantee in transporting this equipment may be charged to the terminated contract.





36. **Federal Prohibitions and Requirements Related to Lobbying** Pursuant to Section 1352 of Public Law 101-221, the Subgrantee agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subgrantee, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Subgrantee shall file with CSRA RC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally 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 the Federal contract, grant, loan, or cooperative agreement, the Subgrantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Subgrantee under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any Subgrantee who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The Subgrantee shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative





agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the Subgrantee shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The Subgrantee further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.
38. **Compliance with Requirements of the Georgia Department of Human Services (DHS)** The Subgrantee shall be bound by the applicable terms and conditions of the purchase of service contract between CSRA RC and DHS, which is on file in the offices of CSRA RC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the Subgrantee agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from CSRA RC.
39. **Documentation of Rent Costs** All Subgrantee budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department).
- Public facility maintenance in lieu of rent budgeted by the Subgrantee will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from the Department). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with OMB Supercircular.
40. **Criminal Records Investigation**
- (a) The Subgrantee agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated. In order to initiate this requirement, the Department will provide forms, which will include the required data from the applicant. The Subgrantee agrees to obtain the required information (which will include two proper sets of fingerprints on each applicant) and transmit said fingerprints directly to the Georgia Crime Information Center together with the fee as required by said Center for a determination made pursuant to Code Section 49-2-14 of the Official Code of Georgia Annotated or any other relevant statutes or regulations.
- (b) After receiving the information from the Georgia Crime Information Center or any other appropriate source, the Department will review any derogatory information and, if the crime is one which is prohibited by duly published criteria within the Department, the Subgrantee will be informed and the individual so identified will not be employed for the purpose of providing services under this contract.





- (c) The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by the Department or to personal care homes required to be licensed, permitted, or registered by the Department.

41. **Other Requirements** In addition to other requirements of this contract, the Subgrantee agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, 45 CFR 92, 2 CFR 200, or ODIS as appropriate.

The Subgrantee agrees that, if costs incurred by the Subgrantee are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by CSRA RC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by CSRA RC, the Subgrantee shall reimburse CSRA RC in full for any payment made by CSRA RC to the Subgrantee for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations** The Subgrantee understands that the State of Georgia's Department of Human Services' Division of Aging Services (the Department) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by the Department and referred by the Department to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, the Department will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. The Department will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, the Department will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **CSRA RC Ethics Hotline** The Central Savannah River Area Regional Commission has initiated and established an ethics hotline. All recipients of subgrants, contracts, subcontracts, and/or cooperative agreements are required to take proactive steps to ensure that employees within their agencies are aware of the CSRA RC's ethics hotline. To this end, the subgrantee must provide its employees with a copy of the CSRA RC's ethics hotline information brochure and each employee must sign an acknowledgement that the information has been provided to him/her. Copies of all acknowledgements must be maintained in the records associated with this agreement and are subject to review by the CSRA RC at all times.

44. **Termination**





- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources for payments to the CSRA RC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately be suspended until further modification from the CSRA RC without further obligation of the CSRA RC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the CSRA RC for failure of the Subgrantee to perform any of the provisions hereof. Should the CSRA RC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subgrantee will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the Subgrantee shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this contract.
- C. **For Convenience of the Subgrantee.** This contract may be cancelled or terminated by the Subgrantee without cause; however, the Subgrantee must give written notice of its intention to do so to the CSRA RC at least ninety (90) days prior to the effective date of cancellation or termination.
- D. **For Convenience of CSRA RC.** This contract may be cancelled or terminated by the CSRA RC without cause; however, the CSRA RC must give written notice of its intention to do so to the Subgrantee at least thirty (30) days prior to the effective date of cancellation or termination.
- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:
1. Subgrantee becomes insolvent or liquidation or dissolution or a sale of the Subgrantee's assets begins.
 2. Subgrantee or any of its subgrantees violates or fails to comply with any applicable provision of federal or state law or regulation.
 3. Subgrantee or any of its subgrantees knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the CSRA RC or the Department of Human Services or to the CSRA RC or DHS's representatives.
 4. Subgrantee has exhibited an inability to meet its financial or services obligations.
 5. A voluntary or involuntary bankruptcy petition is filed by or against the Subgrantee under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
 6. An assignment is made by the Subgrantee for the benefit of creditors.





7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Subgrantee.
 8. The CSRA RC deems that such termination is necessary if the Subgrantee or any fourth party Subgrantees fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the CSRA RC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
 9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the CSRA RC by consent, issues an order or decision that causes or determines the contract to be rendered voidable or null and void and/or prohibits the CSRA RC from contracting with the Subgrantee, or otherwise invalidates the procurement process and/or the contractual relationship with the Subgrantee.
 10. Subgrantee is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
45. **Subgrantee/Fourth-Party License Requirements** The Subgrantee agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The Subgrantee is responsible to ensure that fourth party (sub-subgrantees) contractors are appropriately licensed. The Subgrantee agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
46. **AIDS Policy** Subgrantee agrees, as a condition to provision of services to the CSRA RC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Subgrantee is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the Subgrantee deems necessary. The Subgrantee further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the Subgrantee is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987, from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

47. **Indemnification of CSRA RC** Subgrantee hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, the Central Savannah River Area Regional Commission and the Central Savannah River Area Regional Commission's Area Agency on Aging, their officers





and employees (collectively “indemnitees”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of Subgrantee, its agents, employees, fourth party Subgrantees, or others working at the direction of Subgrantee or on Subgrantee’s behalf: or due to any breach of this Contract by Subgrantee; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the Subgrantee, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Subgrantee.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the Subgrantee agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Subgrantee and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

Subgrantee shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

48. **Conformance of Agreement with the Law** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.
49. **Enforcement** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Richmond County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.





IN WITNESS WHEREOF, the Subgrantee and the CSRA RC have executed this agreement as of the day first above written.

ATTEST:

Augusta, GA, a political sub-division of the State of Georgia

Address for Official Notices:

Garrett Johnson, Mayor

535 Telfair Street

Augusta, Georgia 30901

By: _____

Mayor

Title

DATE _____

ATTEST:

CSRA REGIONAL COMMISSION

3626 Walton Way Ext, Suite 1

Augusta, Georgia 30909-6421

By: _____

Executive Director

DATE _____





Attachment A

Area Plan Budget Provider Service Detail





Program and Service Performance Requirements

Augusta, Georgia, a political sub-division of the State of Georgia

- I. General: The work to be accomplished by the subgrantee is in support of the following CSRA RC work program components, hereinafter referred to as “Cost center (s)”.

Cost Center No.
24-08-0089

Cost Center Title
Congregate Meals
Home-delivered Meals

Contract Units

Persons Served

Congregate Meals –49,443– T3C1	265
Home-delivered Meals – 29,954– T3C2	168
Home-delivered Meals – 2,946– NSI-SSBG	18
Home-delivered Meals – 17,458– NSI-State	115

The subgrantee’s monthly program performance reports will separately detail
Progress made relative to each CSRA RC cost center.

- II. Area Covered: The subgrantee shall perform all the services provided for under this contract within and respecting the following geographic area, herein called the “service delivery area.”

Richmond County

- III. The subgrantee will access Georgia’s ADRC/5020 Aging and Disability Resource Connection Administrative Guidelines and Requirements on the On-line Directives Information System (ODIS) at <http://www.odis.dhr.state.ga.us> for compliance and technical assistance issues.
- IV. Mandatory Trainings and Meetings – The Subgrantee will be responsible for attending all training(s) and meeting(s) mandated by the Division of Aging Services or the CSRARCAAA. Therefore, should the Subgrantee be unable to attend the training or meeting, he or she may send a staff member if all staff is not mandated to attend.

Augusta Parks & Recreation Department
Director Maurice McDowell
2027 Lumpkin Road
Augusta, Georgia 30906





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SECTION FOUR

Work Services: As a provider under this agreement, the Subgrantee shall be responsible for the following general activities:

1. The Subgrantee shall submit quarterly narrative reports that document efforts to develop new sources of community support, both public and private, during the agreement period. Reports are due on the 10th of the succeeding month.
2. The Subgrantee shall attend all regularly scheduled and/or called CSRA RC-sponsored meetings and training sessions.
3. The Subgrantee shall be responsible for developing, maintaining, and fulfilling all written working agreements called for in each cost center.
4. The Subgrantee shall maintain and distribute an updated agency brochure describing available services within its service area. In addition, the Subgrantee shall develop and implement publication strategies that foster high visibility and promote positive public awareness of the aging program and issues facing older adults.
5. The Subgrantee shall encourage and document efforts to generate the program income budgeted in each sub-element.
6. The Subgrantee shall implement the automated client tracking system and shall do so consistent with the policies and procedures promulgated by the Division of Aging Services for MIS or CSRA RC.
7. The Subgrantee shall notify CSRA RC promptly of any changes in service delivery, organization or sites.
8. The Subgrantee shall do, perform, and carry out, in a satisfactory manner, as determined by CSRA RC's cognizant department director, the goals and objectives required to fulfill this agreement.
9. The Subgrantee shall implement customer satisfaction feedback and provide annual evaluations. The Subgrantee shall do, perform, and carry out, in a satisfactory manner, as determined by CSRA RC's cognizant department director, the following specific work and services.





State of Alaska

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ATTACHMENT B PROGRAM AND SERVICE REPORTING REQUIREMENTS

Reporting Requirements: As a provider under this contract, the Subgrantee shall be responsible for implementing the following reporting requirements.

I. Intake, Assessment and Record Maintenance Basics for All Non-Medicaid Clients

- 1.1 The Title III-SSBG Operations Manual is superseded in part by these policies and procedures.
- 1.2 Basic intake and assessment information for all new clients entering the service delivery system shall be gathered using the following forms:
 - a. Basic demographics
 - b. DON-R-
 - c. The NSI "DETERMINE" Checklist
 - d. <http://odis.dhs.ga.gov>
- 1.3 The same information shall be gathered *for all ongoing clients, at the time of annual individual reassessment*, and changes to these client files are to be entered in the WellSky database as reassessments are completed.
- 1.4 Provider or AAA staff responsible for preparing individual client service plans shall continue to use approved service plan forms until further notice.
- 1.5 Provider or AAA staff responsible for preparing client notification forms shall continue to use approved forms until further notice.
- 1.6 Staff shall continue to include narrative entries in client records using approved documentation formats.
- 1.7 Clients receiving HCBS home care services must come through the ADRC for an initial screening and assessment by the AAA staff. In cases where subcontractors are authorized to admit clients directly, a comprehensive assessment utilizing the Determination of Need-Revised (DON-R) and the Nutritional Screening Initiative (NSI) must be performed at the provider level in accordance with Policy 114 Guideline and Requirements for Client Assessment. Refer to the Georgia Department of Human Services' Division of Aging Services Division of Aging Services' Requirements for Non-Medicaid and Community Based Services. In case where the client is served by more than one agency/organization, the AAA will designate which provider will be responsible for conducting reassessments and making appropriate referrals. Providers are expected to review WellSky reports and records to ensure effective coordination of services.

II. Basic Demographics





2.1 All affected providers, and/or Area Agencies will use the Client Intake, Registration and Tracking Form to collect, record and enter into WellSky certain basic individual client data.

2.2 **Complete all** data elements:

2.3 When form is to be completed or information is to be updated:

- (a) For all new clients being registered with WellSky
- (b) At the time of the first or subsequent annual reassessment for ongoing clients
- (c) At any time that there is a change in any of the required data for any client

2.4 Retention and distribution of the form:

- (a) Keep the original form completed for initial registration of the client in the client record.
- (b) Provide a copy of the original form, and of any updated information, to the data entry staff for processing.
- (c) If adding or changing information after initial registration, complete a new form if necessary, or add or change the information (suggestion: Use a 'highlighter' marker to enter changes on the data entry copy.) Retain the original in the client record.

III. Determination of Need (DON-R)

3.1 When form is completed:

- (a) All affected providers of Non-Medicaid Home and Community Based Services, regardless of fund source, or Area Agencies, will complete the DON-R for all clients applying for services, including those who will be placed on a waiting list.
- (b) At the time of first reassessment following implementation for each ongoing client.
- (c) At any time that there is a significant change in any client's situation which affects functional status and the need for services.

3.2 Use of information

- (a) The information from the DON-R, along with information captured on Poverty Level and the NSI "DETERMINE" Checklist, will evaluate the client's priority



for receiving services.

- (b) Clients at or below poverty, with significant impairments in ADLs and IADLs, and with Nutrition Risk Scores of 6 or higher, shall be given preference for services.
- (c) Ongoing clients shall be reassessed at the annual review date and decisions regarding continued service needs will be based on this reassessment, using the same criteria as in III.2 (b), in conjunction with other significant information about the client's situation and need for support.

IV. Nutrition Screening Initiative “DETERMINE” Checklist

- 4.1 The NSI “DETERMINE” Checklist shall be used to determine nutritional risk status for each client applying for non-Medicaid home and community based services.
- 4.2 The initial NSI Checklist Score shall auto populate into WellSky.
- 4.3 For each client who begins receiving nutrition services, either at home or in a congregate setting, the NSI “DETERMINE” Checklist will be administered again within the first three months of service. *This score, whether the same or different, shall auto populate in WellSky.*
- 4.4 *Baseline NSI “DETERMINE” Checklist Scores shall be determined for all current nutrition service clients and recipients of homemaker, in-home respite, and adult day health services (regardless of fund source) at the time of the next scheduled reassessment.*
- 4.5 The risk status for all clients in the specified services shall be tracked for the duration of their participation in the service program using the on an annual review basis.
- 4.6 Wherever feasible, nutrition service applicants/participants with risk scores of 6 or higher shall be referred for additional individualized nutrition screening (Level I Screening) and counseling by a registered dietician.



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**ATTACHMENT C – COST AND FINANCIAL REPORTING REQUIREMENTS**

- I. **Compensation** The compensation is shown by cost center and resource category on the Distribution of Resource, Supplemental Fiscal Year exhibit and on the following individual cost center pages, which are attached to and made a part of this contract for financial reporting, monitoring, and audit purposes. The maximum amount of CSRA RC's compensation to the Subgrantee by cost center is equal to the total federal and state funds as outlined in Section I of this agreement.

The Subgrantee's request for payment described in the "**Method of Payment**" paragraph in the main body of the Contract shall delineate charges to be applied to each service. In no event will total payments under each service exceed the maximum amounts listed on the "Distribution of Resources" exhibit, nor shall CSRA RC's payment to the Subgrantee exceed the total federal and state funds as outlined in Section I of this agreement.

Any deviation from or changes to the approved budget shall be handled as follows:

- A. Deviations between Expenditure Object Class Categories (except FOOD or EQUIPMENT) within the same service are permitted if the cumulative absolute total of such transfers does not exceed ten (10) percent of the total amount for that service shown on individual cost center pages. Subgrantee must promptly submit written notice of such deviation to CSRA RC. No deviation in the FOOD or EQUIPMENT Expenditure Object Class Categories is permitted, under this ten percent provision.
- B. If the Subgrantee's proposed deviations exceed the tolerances identified in A. above, or if transfers of funds are proposed from one or more services to another, a formal contract amendment must be requested by the Subgrantee, approved by CSRA RC, and executed by both parties.

- II. **Matching-Share** In addition to the requirements specified herein, the Subgrantee specifically agrees to comply with, and shall be bound by, the applicable terms and procedures for determining the allow ability of non-federal contributions by the Subgrantee or other non-federal parties in satisfying the cost sharing and matching requirements of this Contract, if any, including but not limited to 45 CFR 74 and 45 CFR 92 as appropriate.

The Subgrantee further agrees that if non-federal contributions provided by the Subgrantee or other non-federal parties to fulfill the matching share requirements of this contract, if any, are not in conformity with the above and are subsequently disallowed as a result of an audit by CSRA RC, the funding agencies, the Comptroller General of the United States, or any of their duly sworn representatives, then, upon written demand by CSRA RC, the Subgrantee shall, within thirty (30) calendar days of receipt of such written demand, reimburse CSRA RC the amount of compensation previously paid by CSRA RC to the Subgrantee that became unearned because of such disallowance.

- III. **Program Income** Program income, as defined in 4 CFR 74 and 45 CFR 92 as appropriate, is further defined as follows:

Funds projected to be contributed by participant(s) or person(s) on behalf of a particular participant(s) of the program during the period of this subgrant contract. Expenditure of this





resource is limited to funds actually received, up to the amount shown on the "Distribution of Resources" exhibit. If program income is generated in excess of the amount shown on the "Distribution of Resources" exhibit, a contract amendment executed by both parties is required prior to expenditure.

All program income is bound by the same guidelines and requirements governing the expenditure of all funds in this contract. It is a resource to be budgeted and accounted for by service.

V. General

- A. The Subgrantee agrees that the "year to date" percent of annual budget expended (by service or by category, and/or by Part, as appropriate) shall be in approximate alignment with the "year to date" percent of units of service delivered.
- B. The Subgrantee agrees that Match and Program Income collected shall be expended monthly or at intervals, such that state and federal funds are not expended at an accelerated rate (e.g. 10 percent match to 90 percent state and federal funds in Title III; and 12 percent match to 88 percent state and federal funds in SSBG).
- C. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for Title III, as appropriate, which represents 10 percent of the total cost of this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 10 percent of the total monthly project expenditures for each service claimed for reimbursement.
- D. The Subgrantee agrees to furnish annual cost/cash contribution or in-kind match for SSBG, which represents 12 percent of the total cost of this contract. The certified cost/expenditures or in-kind match values will be expended/recorded by the Subgrantee monthly at 12 percent of the total monthly project expenditures for each service claimed for reimbursement. The Subgrantee agrees that CSRA RC may withhold reimbursement if compliance is not maintained with A., B., and C. above or if satisfactory explanations are not provided regarding the provision of units of service and dollars expended.





BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement"), effective this 1st day of July 2023 (hereinafter the "Effective Date") is made and entered into by and between the Central Savannah River Area Regional Commission (hereinafter referred to as "CSRA RC") and _____ (hereinafter referred to as "Contractor").

WHEREAS, CSRA RC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI OR PII") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CSRA RC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI OR PII or Personally Identifiable Information (PII)¹ only to the extent necessary to meet its

¹ **Personally Identifiable Information (PII)** as defined in O.C.G.A. § 10-1-911(6) includes:

...(6) "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted or redacted:

(A) Social security number;

(B) Driver's license number or state identification card number;

(C) Account number, credit card number, or debit card number, if circumstances exist wherein such a number could be used without additional identifying information, access codes, or passwords;

(D) Account passwords or personal identification numbers or other access codes; or

(E) Any of the items contained in subparagraphs (A) through (D) of this paragraph when not in connection with the individual's first name or first initial and last name, if the information compromised would be sufficient to perform or attempt to perform identity theft against the person whose information was compromised.

The term "personal information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.



responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by CSRA RC. Furthermore, except as otherwise limited in this Agreement, Contractor may:

- A. Use PHI OR PII or PII for internal quality control and auditing purposes.
 - B. Use or disclose PHI OR PII or PII as Required by Law.
 - C. After providing written notification to CSRA RC's HIPAA officer, Debra Minor, use PHI OR PII to make a report to a health oversight agency authorized by law to investigate CSRA RC (or otherwise oversee the conduct or conditions of the CSRA RC) about any CSRA RC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.502(j) (1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to CSRA's Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate CSRA.
 - D. Use and disclose PHI OR PII or PII to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by CSRA RC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.502(j)(1).
- 3. Subcontractor warrants that only individuals designated by title or name on Attachments L-1 will request PHI OR PII from CSRA RC or access CSRA RC PHI OR PII or PII in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 - 4. Subcontractor warrants that the individuals listed by title on Attachment L-1 require access to PHI OR PII in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI OR PII or PII by individuals not described on Attachment L -1 are impermissible.
 - 5. Subcontractor warrants that the individuals listed by name on Attachment L-1 require access to a CSRA RC information system in order to perform services under the Contract. Contractor agrees to notify the HIPAA Officer and the Contracts' Manager named on the following page immediately, but at least within 24 hours, of any change in the need for the Department of Human Services (DHS) information system access by any individual listed on Attachment-1. Any failure to report a change within the 24-hour period will be considered a security incident and may be reported to Contractor's HIPAA officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 - 6. Subcontractor agrees that it is a Business Associate to CSRA RC as a result of the Contract and warrants to CSRA RC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with



these requirements. Contractor further warrants to CSRA RC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to CSRA RC upon request.

7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following HIPAA Officer and Contracts' Manager:

- A. At CSRA RC: Debra Minor
CSRA's HIPAA Privacy Officer
dminor@csrarc.ga.gov
706-210-2023
- Jackie Harris, Director
CSRA Area Agency on Aging
- B. At Contractor: Mayor Garnett Johnson
Augusta-Richmond County, GA

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI OR PII or PII other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI OR PII or PII other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI OR PII to the individuals listed on Attachment L -1 as amended from time to time, and shall implement encryption of all electronic PHI OR PII or PII during transmission and at rest.



- E. Upon CSRA RC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI OR PII, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Subcontractor from a use or disclosure of PHI OR PII by Subcontractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Subcontractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G. Ensure that its agents or subcontractors to whom it provides PHI OR PII are contractually obligated to comply with at least the same obligations that apply to Subcontractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI OR PII OR PII, that are applicable to Subcontractor under this Agreement and the Contract.
- H. Except for "Non-Reportable Incidents," report to CSRA RC any use or disclosure of PHI OR PII that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:
 - i. The unintentional acquisition, access, or use of PHI OR PII by a workforce member of Subcontractor acting under the authority of Subcontractor, so long as the PHI OR PII or PII is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. The inadvertent disclosure of PHI OR PII from a person designated in L-1 as authorized to access CSRARC PHI OR PII to a workforce member of Subcontractor who is not designated in L -1, but is authorized to access other Protected Health Information maintained by Subcontractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I. Make an initial report to CSRARC in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Subcontractor to identify the following:
 - i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Subcontractor discovered the incident;



- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Subcontractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the CSRA RC HIPAA Privacy Officer, Subcontractor agrees to make a complete report to the CSRA RC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the CSRA RC, Subcontractor agrees to implement the corrective action plan and provide proof of implementation to the CSRA RC within five (5) business days of CSRA RC's request for proof of implementation.

- J. Report to the CSRA RC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI OR PII or interference with system operations in Subcontractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI OR PII not permitted by this Agreement, Subcontractor shall also make a report of the impermissible use or disclosure as described above. Subcontractor agrees to make a complete report to the CSRA RC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI OR PII from similar security incidents in the future. Upon CSRA RC's approval of Contractor's corrective action plan, Subcontractor agrees to implement the corrective action plan and provide proof of implementation to the CSRA RC.
- K. Upon CSRA RC's reasonable request and not more frequently than once per quarter, report to the CSRA RC Agency HIPAA Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI OR PII or (B) attempted (but unsuccessful) interference with system operations in Subcontractor's information systems. The subcontractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine



attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L. Cooperate with CSRA RC and provide assistance necessary for CSRA RC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Subcontractor agrees to assist CSRA RC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Subcontractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws during this Contract. Contractor warrants that it will cooperate with CSRA RC, including cooperation with CSRA RC HIPAA privacy officer and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M. If CSRA RC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI OR PII or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of CSRA RC, after the notifications are approved by the CSRA RC. Subcontractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that CSRA RC determines a Breach has occurred, without unreasonable delay, and in any event, no later than thirty (30) calendar days after Discovery, Contractor shall provide the CSRA RC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining CSRA RC's approval of the notification letter.

- N. Make any amendment(s) to PHI OR PII in a Designated Record Set that CSRA RC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of CSRA RC. Contractor also agrees to provide CSRA RC with written confirmation of the amendment in such format and within such time as CSRA RC may require.
- O. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following CSRA RC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the CSRA RC, provide CSRA RC access to the PHI OR PII in an individual's Designated Record Set. However, if requested by CSRA RC, Contractor shall provide access to the PHI OR PII in a Designated Record Set directly to the individual to whom such information relates.



- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI OR PII for or on behalf of CSRA RC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI OR PII and information related to such disclosures as would be required for CSRA RC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI OR PII in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the CSRA RC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI OR PII regarding an Individual to CSRA RC. If requested by CSRA RC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the CSRA RC upon request.
- R.** In addition to any indemnification provisions in the Contract, indemnify the CSRA RC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on CSRA RC.
- S.** For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

9. CSRA RC agrees that it will:

- A.** Notify Contractor of any new limitation in CSRA's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, CSRA determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI OR PII.



- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for CSRA to use or disclose PHI OR PII to the extent that CSRA determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI OR PII.
 - C. Notify Contractor of any restriction regarding its use or disclosure of PHI OR PII that CSRA has agreed to in accordance with the Privacy Rule if, and to the extent that, CSRA determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI OR PII.
 - D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI OR PII, CSRA RC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by CSRA RC of a written cost estimate, CSRA RC agrees to assume all costs incurred by Contractor in compliance with such special requests.
10. The **Term of this Agreement** shall be effective on the Effective Date and shall terminate when all of the PHI OR PII provided by CSRA RC to Contractor, or created or received by Contractor on behalf of CSRA RC, is destroyed or returned to CSRA RC, or, if it is infeasible to return or destroy PHI OR PII, protections are extended to such information, in accordance with the termination provisions in this section.
- A. **Termination for Cause.** Upon CSRA RC's knowledge of a material breach of this Agreement by Contractor, CSRA RC shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by CSRA RC;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days notice; or
 - iii. If neither termination nor cure is feasible, CSRA RC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.
 - B. **Effect of Termination.**
 - i. Upon termination of this Agreement, for any reason, CSRA RC and Contractor shall determine whether return of PHI OR PII is feasible. If return of the PHI OR PII is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI OR PII for so long as the Contractor maintains the PHI OR PII and shall limit the use and disclosure of the PHI OR PII to those purposes that made return or destruction of the PHI OR PII infeasible. If at any time it becomes feasible to return or destroy any such PHI OR PII maintained pursuant to this paragraph, Contractor must notify CSRA



RC and obtain instructions from CSRA RC for either the return or destruction of the PHI OR PII.

ii. Contractor agrees that it will limit its further use or disclosure of PHI OR PII only to those purposes CSRA RC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI OR PII , and will take such additional actions as CSRA may require for the protection of patient privacy and the safeguarding, security and protection of such PHI OR PII .

iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit CSRA RC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI OR PII than those of the HIPAA Privacy Rule.

12. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)



IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

CONTRACTOR

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract



ATTACHMENT L-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI OR PII

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Transfers of PHI OR PII must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI OR PII between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to DHS Project Leader Contact.



ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor DOES NOT need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor DOES need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI OR PII

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of access (Read Only/ Write)



The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinator raking@dhr.state.ga.us and mdhart@dhr.state.ga.us immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to DHS Project Leader Contact.



Public Services Committee

Meeting Date: October 10, 2023

Food Services Agreement – Amendment #1

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve the amendment to the Food Services Agreement with G.A. FOOD Services of Pinellas County, LLC.
Background:	The Augusta Parks and Recreation Department operates six senior nutrition sites throughout Augusta, Georgia through a partnership with CSRA Regional Commission. The CSRA Regional Commission, as part of the senior nutrition grant has selected the vendor for nutritional services. The vendor, G.A. Food Services of Pinellas County, LLC, has submitted an amendment to the food services agreement to adjust the price per meal.
Analysis:	The meal cost is fully reimbursed by the CSRA Regional Commission. The 2024 Cooperative Agreement with the CSRA Regional Commission covers the increased cost per meal.
Financial Impact:	N/A
Alternatives:	<ol style="list-style-type: none"> 1. To approve amendment #1 to the Food Services Agreement. 2. To not approve the amendment, which may have a negative impact on the execution of the senior nutrition program.
Recommendation:	1. To approve amendment #1 to the Food Services Agreement.
Funds are available in the following accounts:	Funds are available in the following accounts: 220-05-4322
<u>REVIEWED AND APPROVED BY:</u>	N/A

AMENDMENT No. 1
TO FOOD SERVICES AGREEMENT

This AMENDMENT No. 1 (“Amendment No. 1”) to the Food Services Agreement (“Agreement”) is entered into by and between **AUGUSTA-RICHMOND COUNTY**, located at 2027 Lumpkin Road, Augusta, GA 30916 (hereinafter referred to as the “COUNTY”) and **G.A. FOOD SERVICES OF PINELLAS COUNTY, LLC**, located at 12200 32nd Court North, St Petersburg, FL 33716 (hereinafter referred to as “CONTRACTOR”). The COUNTY and CONTRACTOR individually are referred to herein as the “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Parties previously executed an Agreement dated December 1, 2022, creating certain rights, obligations, and duties between the Parties, all as fully set forth in the Agreement; and

WHEREAS the Parties desire and wish to amend certain provisions of the Agreement to the extent explicitly stated in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, as well as other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

The Agreement dated December 1, 2022, between the COUNTY and CONTRACTOR is hereby amended, effective July 1, 2023, as follows.

1. Section IV – Term is hereby amended to in its entirety to read as follows:

The effective date of this contract is July 1, 2023, through September 30, 2024. The COUNTY has the option to renew for an additional one (1) one-year renewal. For each renewal the CONTRACTOR reserves the right to adjust the rates based upon the 12-month averaged Consumer Price Index (CPI) for “Food Away From Home.”

2. Attachment A, Pricing, is hereby amended to in its entirety to read as follows:

- A. The purchase price for all meals ordered by the COUNTY under this Contract from July 1, 2023 to September 30, 2023 shall be computed as follows:

July 1, 2023 – September 30, 2023

Meal Type	Price per Meal*
Frozen TMS, or Shelf-Stable Delivered to Center/site	\$5.98
Hot Meal Price (Bulk or pre-plate)	\$5.988
Frozen TMS or Shelf-Stable Delivered to Home	\$7.40

- B. The purchase price for all meals ordered by the COUNTY under this Contract from October 1, 2023 to September 30, 2024 shall be computed as follows:

October 1, 2023 – September 30, 2024

Meal Type	Price per Meal*
Frozen TMS, or Shelf-Stable Delivered to Center/site	\$6.48
Hot Meal Price (Bulk or pre-plate)	\$6.48
Frozen TMS or Shelf-Stable Delivered to Home	\$8.01

*Prices shall be automatically adjusted by the Consumer Price Index (CPI), published by the U.S. Bureau of Labor Statistics, for Food – Away from Home, with annual contract renewal. GA Foods reserves the right to request additional price increases should extenuating circumstance arise.

As hereinabove amended, all other Terms and Covenants of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and CONTRACTOR, acting by and through their duly authorized officers, agree to the terms and conditions of this Agreement, set forth above, by affixing their signatures hereto.

Acting for and on behalf of:
COUNTY

Acting for and on behalf of:
CONTRACTOR

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: Debra Silvers

Name: Debra Silvers

Title: Chief Compliance Officer & General Counsel

Date: 09/01/2023



Public Services Committee

Meeting Date: October 10, 2023

Magnolia Cemetery Donation

Department:	Parks and Recreation Department
Presenter:	Maurice McDowell
Caption:	Motion to approve entering into a memorandum of understanding with Augusta Concrete Block Co. for the donation of materials and labor for repairs at Magnolia Cemetery
Background:	Jim Farmer, president of Augusta Concrete Block Co. has offered to donate time and labor for a repair project at Magnolia Cemetery. The project will fix the east wall of Magnolia Cemetery, which is in need of repair as it has been pushed over.
Analysis:	Magnolia Cemetery is over 25years old, the wall in question is estimated to be at least over 100 years old. Entering into a MOU for repairs of the historic wall seems beneficial to Augusta and its residents.
Financial Impact:	N/A
Alternatives:	<ol style="list-style-type: none"> 1. To approve entering into an agreement and accept the donation of materials and labor. 2. To move to no action.
Recommendation:	<ol style="list-style-type: none"> 1. To approve entering into an agreement and accept the donation of materials and labor.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta Concrete Block Co.

P.O. Box 514 • Augusta, Georgia 30903 • Hamburg at 5th Street Bridge
Phone 803/279-7620 • Toll Free 1-800-46BLOCK • Fax 803/441-6467

25 September 2023

To: Augusta – Richmond County Commissioners

From: Jim Farmer – Augusta Concrete Block Co.

Re: Magnolia Cemetery wall repair

Commissioners,

My name is Jim Farmer and I am with Augusta Concrete Block Co. We have been in business since 1946 and have supplied numerous projects in and around Augusta. The CSRA has been very good to us for many years.

On a recent visit to Magnolia Cemetery, I noticed a section of the east wall had been literally pushed over, allowing anyone to walk right into the property. I thought it was a shame for the wall to be in that condition, so I decided to take on the project to repair it.

I contacted a masonry contractor, Willie Mims, who is also a good customer. He looked at the wall with me and we agreed on the scope of the work and other details.

The wall will be rebuilt as closely as possible to the original design. The brick will be cleaned and used again. A custom color mortar will be used to replicate the original color. All of the work will be done at no cost to the City.

Magnolia Cemetery is a special and historic place. The east wall is probably 160 years old. It deserves to be rebuilt and kept in good condition.

Thank you,

A handwritten signature in blue ink, appearing to read 'Jim Farmer', with a stylized flourish at the end.

Jim Farmer

President

Augusta Concrete Block Co.

**MEMORANDUM OF UNDERSTANDING BETWEEN
Jim Farmer – Augusta Concrete Block Co.
AND
THE PARKS AND RECREATION DEPARTMENT OF AUGUSTA, GEORGIA**

Memorandum of Understanding

between

The Augusta-Richmond County Commission
535 Telfair Street
Augusta, GA 30901
(Hereinafter “the Commission”)

and

Jim Farmer, Augusta Concrete Block Co.

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into on this 25th day of September, 2023, by and between AUGUSTA, GEORGIA (“Augusta”), a political subdivision of the State of Georgia and Jim Farmer, Augusta Concrete Block Co., (“Third Party”), known collectively as the “Parties,” and clarifies the roles and responsibility of the Parties for the purpose of accepting in-kind donations (the “Work”).

NOW, THEREFORE, for and in consideration of the mutual promises and the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. PURPOSE

The purpose of this Memorandum is to provide the framework for the understanding and cooperation between Augusta, Georgia, by and through the Parks and Recreation Department and J. Farmer, for the donation of in-kind labor and materials to repair wall at Magnolia Cemetery.

II. THE WORK

Augusta authorizes the Parks and Recreation Department to accept the labor and materials donation described herein.

III. OBLIGATIONS OF THE PARTIES

The Parties acknowledge that the Work is a joint project and both agree to work closely together to successful completion of the work.

- a. Obligations of Augusta:
 - i. **Permitting and Supervision** – Augusta, Georgia shall supply and provide such permissions and permits to conduct the Work. Augusta, Georgia shall supervise the Work as to their discretion. Augusta, Georgia shall not unreasonably withhold any permissions in order to accept the labor and materials and complete the work.
 - ii. **Donation Letters** – Augusta, Georgia shall supply, through its Finance Department, such letters demonstrating the acceptance of the labor and materials for federal, state, and local tax purposes upon request of J. Farmer.
- b. Obligations of Third Party:
 - i. **Donations of in-kind labor and materials** - The Third Party shall provide to the Work the labor and materials as described in Exhibit A, attached herein.
 - ii. **Subsidiary and Unexpected Expenses** – THIRD PARTY shall be solely responsible for paying or providing any expenses, labor, or materials sufficient to cover the Work contemplated under this paragraph, regardless of whether those expenses or provisions were described in Exhibit “A”.
 - iii. **Work Site Maintenance** – THIRD PARTY shall solely be responsible for maintaining and securing the physical locations where the Work is being conducted. Upon completion of the Work, or the termination of this MOU, THIRD PARTY must to its best ability return the location of the Work to a safe and usable environment by the general public. Augusta, Georgia shall be permitted to demand specific performance under this subclause, and this subclause shall survive the termination of the MOU.

IV. FUNDING

Unless specifically mentioned otherwise, nothing in this Memorandum of Understanding shall be interpreted as a commitment of funds by either Party. Augusta, Georgia shall not be obligated to provide any funding, materials, or labor except as explicitly and specifically provided in this Agreement.

V. TERM, TERMINATION, NOTICES.

The term of this MOU commences on the execution of this MOU by both parties and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the MOU. This MOU may be

terminated upon thirty (30) days' written notice by either Party. This MOU shall terminate automatically, with no further extensions, four (4) years' after the execution of the MOU by both Parties. .

All notices, demands and requests which may be required to be given from one party to the other shall be in writing and shall be deemed to have been properly given when postage sent prepaid by registered and certified mail (with return receipt requested) addressed as follows:

If intended for Jim Farmer – Augusta Concrete Block Co:

Jim Farmer
Augusta Concrete Block Co
P.O. Box 514
Augusta, GA 30903

If intended for Augusta, Georgia:

Office of Mayor
Attn: Garnett L. Johnson
535 Telfair St. Suite 200
Augusta, GA 30901

Copy:

Augusta Parks & Recreation Department
Attn: Director Maurice McDowell
2027 Lumpkin Road
Augusta, GA 30906

VI. INDEMNIFICATION, INSURANCE, INSPECTION

THIRD PARTY agrees to indemnify and hold harmless Augusta, Georgia, its officers, agents, and employees from any and all claims in any way related to or arising out of any damage or injury to property or persons, occurring or allegedly occurring during or having any relation to the Work, including reasonable attorney's fees and expenses of litigation incurred by Augusta, Georgia in connection therewith. Without limiting the foregoing, THIRD PARTY further agrees to maintain at all times during said period, at THIRD PARTY's expense, comprehensive and general public liability insurance coverage against claims for personal injury, death and/or property damage occurring in connection with the Work sufficient to cover claims subject under this paragraph. THIRD PARTY shall permit, upon reasonable demand, Augusta, Georgia to inspect the Work, any physical locations in connection with the Work, and such papers, documents, and/or data held by THIRD PARTY in connection to the Work.

V. GENERAL TERMS

1. The law of the State of Georgia shall govern the MOU between Augusta and THIRD PARTY with regard to its interpretation and performance, and any other claims related to this MOU. All claims, disputes and other matters in question between Augusta and THIRD PARTY arising out

of or relating to the MOU, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. THIRD PARTY, by executing this MOU, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

2. THIRD PARTY acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, THIRD PARTY is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of THIRD PARTY's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that THIRD PARTY may be precluded from recovering payment for such unauthorized goods or services. Accordingly, THIRD PARTY agrees that if it provides goods or services to Augusta under a contract that has not received proper legislative authorization or if THIRD PARTY provides goods or services to Augusta in excess of any contractually authorized goods or services, as required by Augusta's Charter and Code, Augusta may withhold payment for any unauthorized goods or services provided by THIRD PARTY. THIRD PARTY assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, however characterized, including, without limitation, all remedies at law or equity.

3. The terms of this MOU supersede any and all provisions of the Georgia Prompt Pay Act.

5. This MOU shall supersede any and all previously executed agreements between the parties.

6. This MOU constitutes the final agreement between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU. The provisions of this MOU cannot be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this MOU, neither party has relied upon any statement, representation, warranty or agreement of any other party except for those expressly contained in this MOU. There are no conditions precedent to the effectiveness of this MOU, other than any that are expressly stated in this MOU.

7. In the event that the terms and conditions of this MOU are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this MOU, nor will such non-enforcement prevent such party from enforcing each and every term of this MOU thereafter.

8. If any term or provision of this MOU is held invalid or unenforceable, the remainder of this MOU will be considered valid and enforceable to the fullest extent permitted by law.

9. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than THIRD PARTY and Augusta; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer, prospective employer, or any other third party.

10. Neither party, or its agents or employees, is an agent, employee, or servant of the other party.

11. Except as otherwise provided in this MOU, THIRD PARTY may not transfer, sell, or otherwise contract with any other person or organization its obligations or responsibilities in this MOU without prior approval of Augusta, Georgia.

12. "Force Majeure Event" means any act or event that (a) prevents a party (the "Nonperforming Party") from performing its obligations or satisfying a condition to the other party's (the "Performing Party") obligations under this MOU, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the other party's performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the other party's obligations, the Nonperforming Party shall immediately resume performance under this MOU. The relief offered by this paragraph is the exclusive remedy available to the Performing Party with respect to a Force Majeure Event. A Force Majeure Event includes, but is not limited to: epidemics, pandemics, declared national, state, local states of emergency, hurricanes, tornadoes, floods, severe and unexpected acts of nature, or the availability of funds in the budget of Augusta.

13. THIRD PARTY affirms and states that it is receiving no benefit whatsoever from the Work as described in this Agreement.

IN WITNESS WHEREOF, the Parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this MOU as of the date(s) set forth below.

Jim Farmer

Augusta, Georgia

By: _____

By: _____

Name: Jim Farmer Name: Garnett L. Johnson

Title: President, Augusta Concrete Block Co Title: Mayor

Date: 25 September 2023 Date: _____



Public Services Committee Meeting

Meeting Date: October 10, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – John Bean Technologies Corporation (JBT) Consent of Assignment
Presenter:	Herbert Judon
Caption:	Motion to Approve the Consent of Assignment between Augusta, Georgia and John Bean Technologies Corporation (JBT). Approved by the Augusta Aviation Commission on September 21, 2023.
Background:	<p>On February 21, 2023, the Augusta Commission approved an agreement with John Bean Technologies Corporation (JBT), through its business unit JBT Aerotech, Jetway Systems, for the production and purchase of two passenger boarding bridges. These bridges are under construction and scheduled for delivery in the last quarter of 2023.</p> <p>In June 2023, the Augusta Regional Airport was notified by JBT that they agreed to sell the JBT Aerotech portion of their Company. The Aerotech division produces passenger boarding bridges and other aviation/ground support products. The Aerotech division is now fully owned by the Oshkosh Corporation.</p>
Analysis:	This corporate change has no impact on the relationship and/or contractual obligations with the Augusta Regional Airport. However, this action is requesting to approve assignment of all obligations between Augusta and the new corporate entity, Oshkosh.
Financial Impact:	N/A
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on September 21, 2023.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

CONSENT OF ASSIGNMENT

THIS CONSENT (this “*Consent*”) is made as of this ____ day of _____, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia (“*Augusta*”), by and through its Augusta Aviation Commission, and John Bean Technologies Corporation (“*JBT*”), through its business unit JBT Aerotech, Jetway Systems (“*JBT Aerotech*”).

RECITALS

WHEREAS, Augusta and JBT are Parties to a Contract to Construct the Passenger Bridges for Gate 3 and Gate 4 at Augusta Regional Airport, effective _____, 2023 (“*Contract*”).

WHEREAS, JBT intends to enter into a transaction (the “*Transaction*”) pursuant to which all assets of its wholly owned subsidiary, JBT Aerotech, which includes the subject matter project in said Contract, and equipment to Oshkosh Corporation (“*Oshkosh*”) an entity incorporated under the laws of the State of Wisconsin; and

WHEREAS, Section 23 of the Contract provides that any assignment of said Contract shall require the prior written consent of Augusta; and

WHEREAS, it is a condition to the consummation of the Transaction that Augusta consent to the Assignment resulting from the Transaction; and

WHEREAS, it is for the mutual benefit and best interest of all parties that said Assignment be approved.

NOW, THEREFORE, and in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. Augusta hereby (a) consents, in advance, to the Assignment, (b) waives any right to declare a breach of the Contract by JBT resulting from the Assignment, and (c) agrees that (i) the Contract is in full force and effect. Augusta's consent to the assignment that will occur upon the consummation of the Transaction shall constitute Augusta's agreement that Oshkosh shall be entitled to continue to enforce the Contract against Augusta and that, similarly, Augusta shall have the right to continue to enforce the Agreement against Oshkosh after the Assignment.
2. Except as provided herein, the Contract shall remain in full force and effect.
3. Augusta and JBT acknowledge and agree that this Consent may not be amended or modified in any manner by the Parties hereto without receiving Augusta's prior written consent.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties hereto have entered into this Consent of Assignment as of the date first above written, intending to be legally bound hereby.

AUGUSTA, GEORGIA

By: _____

Name: _____

Title: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

Date: _____

JOHN BEAN TECHNOLOGIES CORPORATIONS

By: _____

Name: _____

Title: _____



Public Services Committee Meeting

Meeting Date: October 10, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Master Agreement for Professional Engineering, Architectural and Construction Administration Consulting Services RFP 23-158
Presenter:	Herbert Judon
Caption:	Motion to Approve Professional Services Contract with Mead & Hunt, Inc. to perform Engineering, Architectural, and Construction Administration services and all related tasks as listed/shown within the professional services RFQ and/or requested by Augusta Regional Airport. Approved by the Augusta Aviation Commission on September 21, 2023. RFQ 23-158
Background:	Augusta GA via the Procurement Department and Augusta Regional Airport advertised a new 5-year on-call professional services agreement for Engineering, Architectural and Construction Administration Services in March 2023 per all Federal requirements. Bids were opened and read publicly on April 10, 2023, at 1:00 pm at the Augusta Procurement Department. Four responsive bids were received. The new Agreement will commence on November 1, 2023.
Analysis:	Mead & Hunt received the highest scores on the evaluation. Based on Augusta Regional Airport's review and scoring completed on June 1, 2023, we recommend awarding the professional services contract to Mead & Hunt, Inc. Based upon our review and the City's Procurement Department's review, we believe Mead & Hunt has submitted a responsive bid and is a responsible and experienced professional aviation engineering firm.
Financial Impact:	The contract encompasses multiple subcontracts (Work Authorizations, or WAs), assigned to the design and the construct management/administration for each Airport's improvements project acknowledged by the Federal Aviation Administration (FAA) and budgeted during the contract periods, including in the 2023 and 2024 budget. The annual cost is typically approximately 20% of total capital improvements cost.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on September 21, 2023.
Funds are available in the following accounts:	551081301-5412110, 5413120, 5421110 551081302-5421110,

551081303-5412110,
551081304-5319150, 5412110,
551081305-5319150, 5412110, 5413130,
551081306-5412110, 5413130, 5414910

REVIEWED AND
APPROVED BY:

N/A

Request for Qualifications

Request for Qualifications will be received at this office until **Monday, April 10, 2023 @ 1:00 p.m.** via ZOOM Meeting ID: 828 0043 8988; Passcode: 199429 for furnishing:

RFQ Item #23-158 Professional Engineering, Architectural, and Construction Administration Consulting Service for Augusta, GA – Augusta Regional Airport

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 24, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 2, 9, 16, 23, 2023
Metro Courier March 2, 2023

Revised: 3/22/21

**MASTER AGREEMENT FOR
PROFESSIONAL AIRPORT ENGINEERING, ARCHITECTURAL,
AND CONSTRUCTION ADMINISTRATION SERVICES
BETWEEN
AUGUSTA, GEORGIA AND MEAD & HUNT, INC.**

This AGREEMENT made this _____ day of August 2023 between **Augusta, Georgia**, a political subdivision of the State of Georgia, acting by and through its Augusta Aviation Commission at Augusta Regional Airport at Bush Field, hereinafter referred to as "OWNER," and **Mead & Hunt, Inc.**, a Wisconsin Corporation, authorized to do business in the State of Georgia, hereinafter referred to as "CONSULTANT."

WITNESSETH:

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WHEREAS, the OWNER is the owner and operator of the Augusta Regional Airport at Bush Field located in Augusta, Georgia, hereinafter referred to as "AIRPORT"); and

WHEREAS, OWNER wishes to engage CONSULTANT to perform airport engineering, architectural, and construction administration services for project development at AIRPORT on the terms and conditions stated herein; and

WHEREAS, CONSULTANT desires to accept OWNER's engagement to perform airport engineering, architectural, and construction administration services for project development at AIRPORT on the terms and conditions stated herein;

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereafter provided and for the payments to be made therefore by the OWNER, the CONSULTANT and the OWNER do hereby agree as follows:

SECTION 1 GENERAL DESCRIPTION OF SERVICES

- 1.1 This AGREEMENT constitutes an ordering agreement for an undefined quantity of consultant services based on Augusta, Georgia Request for Qualification Item #23-157. These services generally may include, but are not limited to:
 - 1.1.1 Prepare Project Funding Applications and Capital Improvements Program (CIP) Documents
 - 1.1.2 Perform Design, Bidding and Negotiation, Construction Administration, and Resident Engineering Services for the following project types:
 - 1.1.2.1 Construct/Rehabilitate Airfield Drainage Systems.
 - 1.1.2.2 Construct/Rehabilitate Airfield Pavement, Sitework, Electrical and NAVAIDS/ILS Improvements
 - 1.1.2.3 Remove/Mitigate Airport Obstructions
 - 1.1.2.4 Construct/Rehabilitate Airport Buildings (Terminal / Hangars / Maintenance)
 - 1.1.2.5 Construct/Rehabilitate Airport Roadways and Parking Lots
 - 1.1.2.6 Install/Upgrade Airport Fencing and Security Systems
 - 1.1.3 Conduct Land Acquisition
 - 1.1.4 Such other airport-related work as the OWNER may deem necessary
- 1.2 Subject to and in accordance with this AGREEMENT, the CONSULTANT shall perform professional services as hereinafter described, which shall include customary airport engineering, architectural, and construction administration services. These services when performed in accordance with acceptable

consulting practice and professional standards shall be the limits of the CONSULTANT's responsibility under the AGREEMENT.

- 1.3 As specific needs for services are required, the OWNER will enter into a Project Task Order with the CONSULTANT. The Task Order shall include: project description, scope of work, and proposed schedule of milestones, and project fees including labor and expenses, and incorporated into this AGREEMENT by Addendum. Such task orders shall be prepared by the CONSULTANT and when requested by the OWNER, be submitted for review to Georgia Department of Transportation (GDOT) Aviation Programs, Federal Aviation Administration (FAA) or any other approving regulatory agency. Changes to scope or fees of executed Task Order must be made in writing by OWNER and incorporated herein by Addendum.

SECTION 2 BASIC SERVICES

- 2.1 Project Development Phase: After written authorization to proceed the CONSULTANT shall:
- 2.1.1 Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
 - 2.1.2 Advise OWNER as to the necessity of OWNER's providing or obtaining from other's data or services of the types described in Section 3. Assist the OWNER in contracting for such services; or, at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with others to provide the necessary data or services.
 - 2.1.3 Prepare preliminary designs necessary to determine the type, size and scope of the improvement project based upon projected aviation activity and current airport standards.
 - 2.1.4 Prepare preliminary statement of probable construction cost for the project.
 - 2.1.5 Furnish to the OWNER digital and paper copies of completed drawings, specifications, reports, estimates and contract documents in accordance with the Task Order
- 2.2 Design Phase: After written authorization by OWNER to proceed the CONSULTANT shall:
- 2.2.1 In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project and the design criteria to be used in final design.
 - 2.2.2 Prepare a design report in accordance with FAA criteria which shall include but not necessarily be limited to:
 - 2.2.2.1 An analysis and reasons for the design choices;
 - 2.2.2.2 An analysis of the manner that the work will be accomplished; and
 - 2.2.2.3 A statement of probable construction cost based upon the final design.
 - 2.2.3 Advise the OWNER of needed additional services and assist the OWNER in the evaluation and selection of other professionals to provide additional services, such as soil borings, laboratory tests and surveys; or, at OWNER's option and with OWNER's written approval before work is

initiated, CONSULTANT will contract with other professionals to provide such additional services.

- 2.2.4 Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
- 2.2.5 Submit appropriate documents to state and federal agencies for necessary approvals and permits.
- 2.2.6 Furnish to the OWNER digital and paper copies of completed drawings, specifications, reports, estimates and contract documents in accordance with the Task Order.
- 2.2.7 Assist the OWNER in securing bids, tabulation and analysis of bid results.

2.3 Construction Phase: During the Construction Phase, the CONSULTANT shall provide the following services:

- 2.3.1 Assist the OWNER in preparation of formal contract documents for the award of construction contracts.
- 2.3.2 Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
- 2.3.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. CONSULTANT shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
- 2.3.4 Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements.
- 2.3.5 Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
- 2.3.6 Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The CONSULTANT is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the CONSULTANT's control, without due compensation.

- 2.3.7 Advise the OWNER of needed additional services described in Section 3 and assist the OWNER in the acquisition of such services as appropriate.
- 2.3.8 Check and certify the accuracy of partial and final payment due to contractors based upon the completed work.
- 2.3.9 From information provided by the resident project representative and surveys made under additional services or by others, compute final quantities of work completed by contractors on the project.
- 2.3.10 Make a final inspection with OWNER and government representatives of the completed work and provide a report of CONSULTANT'S recommendations regarding contractor's final earnings.
- 2.3.11 Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
- 2.3.12 The CONSULTANT shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the CONSULTANT from liability for failure to perform properly duties undertaken by the CONSULTANT under this AGREEMENT.
- 2.3.13 Prepare "Record Drawings" based upon information provided by the resident project representative. Furnish paper and electronic copies of the "Record Drawings" to the OWNER.

SECTION 3 ADDITIONAL SERVICES

- 3.1 At the written request of the OWNER, the CONSULTANT shall accomplish such additional services as required by the OWNER to complete the project. At the option of the OWNER, additional services may be provided by the OWNER through contracts with other professionals or may be provided by the CONSULTANT. When the CONSULTANT is requested to provide additional services, such services may be provided by CONSULTANT's own forces or through subcontracts with other professionals. However, contracts with other professionals for additional services must have the written approval of the OWNER before the work is initiated. Additional services which may be requested may include, but are not necessarily limited to the following:
 - 3.1.1 Land Surveys as are necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
 - 3.1.2 Soil and Materials Investigations to include test borings, laboratory testing of soils and materials, related analyses and recommendations.
 - 3.1.3 Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.

- 3.1.4 Prepare pre-applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance. Prepare OWNER's applications for partial and final payment for submission to government agencies.
- 3.1.5 Resident Project Representative of construction by full time resident project representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in SECTION 6.
- 3.1.6 Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- 3.1.7 Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- 3.1.8 The accomplishment of additional surveys and investigations, and the preparation of additional reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- 3.1.9 Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA/DOT, as required, and beyond the control of the CONSULTANT, that may be requested or authorized in writing by the OWNER in connection with the project.
- 3.1.10 Extra work required to Contract Documents, Plans and Specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- 3.1.11 Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- 3.1.12 Prepare DBE Plans and/or Updates for existing DBE Plans.

SECTION 4 RESPONSIBILITIES OF THE OWNER

- 4.1 OWNER shall provide all criteria and full information as to the OWNER's requirements for the Project; designate a person to act with authority on OWNER's behalf in respect of all aspects of the Project; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever he observes or otherwise becomes aware of any defect in the work.
- 4.2 OWNER shall also do the following and pay all costs incident thereto:
 - 4.2.1 Furnish to CONSULTANT core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning and deed restrictions; all of which CONSULTANT may rely upon in performing his services. Provided, however, that at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals as necessary to obtain such information.

- 4.2.2 Guarantee access to and make all provisions for CONSULTANT to enter upon public and private property as needed for project-related work.
- 4.2.3 Provide for legal representation for defense of OWNER's officers, directors, employees, and agents against any claim or suit brought by any third party; provided, however, that this provision shall not relieve CONSULTANT of its obligation to indemnify OWNER as required in Section 9 of this AGREEMENT.
- 4.2.4 Provide field control surveys and fix reference points and base lines. Provided, however, that at OWNER's option and with OWNER's written approval before work is initiated, CONSULTANT will contract with other professionals as necessary to obtain such information.
- 4.2.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.
- 4.3 OWNER shall pay all costs incident to obtaining bids or proposals from Contractor(s).
- 4.4 OWNER shall:
 - 4.4.1 Assist CONSULTANT by placing at its disposal all available information pertinent to the PROJECT(s) including previous reports and any other data relative to the PROJECT(s).
 - 4.4.2 Furnish to CONSULTANT, as required for the performance of CONSULTANT'S services, all reasonably available as-built data on the PROJECT(s) elements.
 - 4.4.3 When requested by the CONSULTANT, aid in procuring approvals and permits from all governmental authorities having jurisdiction over the PROJECT(s) and such approvals and consents from others as may be necessary for completion of the PROJECT(s). The CONSULTANT will prepare the necessary documents that will be required to be submitted with the permit applications. In addition, as directed by OWNER the CONSULTANT will attend meetings and work with the representatives of the appropriate authorities to secure approvals of the PROJECT(s). The OWNER will assist in this process.
 - 4.4.4 Designate in writing a person to act as OWNER 'S representative with respect to the services to be rendered under this AGREEMENT. Such persons shall have complete authority to transmit instructions, receive information, and interpret and define OWNER'S policies and decisions with respect to materials, equipment elements, and systems pertinent to CONSULTANT'S services.
 - 4.4.5 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services, or any defect in the work.
 - 4.4.6 Reimburse the CONSULTANT for services in excess of the specified period of time at a mutually acceptable fee negotiated at the time all the pertinent circumstances are known and as established by the change to Task Order.

- 4.4.7 The OWNER reserves the right to contract with other consultants during the term of this AGREEMENT, whether or not such consultants may perform work that the CONSULTANT could perform pursuant to this AGREEMENT.

SECTION 5 RESPONSIBILITIES OF THE CONSULTANT

- 5.1 The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, specifications, reports and other services.
- 5.2 Approval by the OWNER of drawings, design, specifications, reports, and incidental Consulting work or materials furnished hereunder shall not in any way relieve the CONSULTANT of his responsibility for the technical adequacy of his work.
- 5.3 CONSULTANT shall maintain the following insurances, at its own expense, throughout the duration of this Agreement: statutory Workers' Compensation Insurance Comprehensive General Liability Insurance; Automobile Liability Insurance; and Engineer's Professional Liability Insurance. Airport shall be provided a certificate(s) of such insurance coverage. Such insurance certificate(s) shall indicate that the coverage may not be terminated without a minimum of thirty (30) days advance notice being provided to Airport. The coverage shall be applicable for any claims made either during the duration of this Agreement within the applicable statute of limitations period for such claims. The minimum limits of insurance coverage shall be as set forth below:
- A. Workers' Compensation: Statutory
 - B. Comprehensive General Liability Combined single limit for Bodily Injury or Property Damage: \$1 Million
 - C. Comprehensive Automobile Liability Combined single limit for Bodily Injury or Property Damage: \$1 Million
 - D. Professional Liability: \$1 Million
 - E. Excess Liability: Umbrella Form - Aggregate/Each Occurrence: \$4 Million (\$5 Million Total)

CONSULTANT shall provide OWNER with insurance certificates as proof of coverage; provided, however, that neither CONSULTANT's failure to provide nor OWNER's failure to request such certificates shall relieve CONSULTANT of the obligation to maintain such insurance coverage during the entire term of this AGREEMENT.

- 5.4 The CONSULTANT is not responsible under this AGREEMENT to audit Contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety CONSULTANT, or for the safety of the Contractor's personnel, or to guarantee the Contractor's workmanship, or to enforce governmental clauses made part of the construction contract as a consideration of the OWNER receiving governmental loans and grants.

- 5.5 The CONSULTANT shall assign sufficient qualified personnel for completion of each project Task Order within the project's approved schedule.
- 5.6 The CONSULTANT shall perform services for the OWNER with a standard of care ordinarily exercised by other firms providing similar services in accordance with accepted and sound professional practices, and conforms to applicable laws, codes and regulations. The CONSULTANT shall produce deliverables conforming to all FAA and State Aviation Regulations as required.
- 5.7 From time to time, CONSULTANT may have a need to subcontract portions of contracted work to qualified subcontractors and will include clear indication of such additional services to be subcontracted within the Task Order.

SECTION 6 – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

- 6.1 General: Resident project representative as CONSULTANT's agent will act as directed by and under the supervision of CONSULTANT and will confer with CONSULTANT regarding his actions. Resident project representative's dealings in matters pertaining to the on-site work shall in general be only with the OWNER, CONSULTANT, and Contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor.
- 6.2 Duties and Responsibilities: Resident project representative will:
 - 6.2.1 Schedules: Review the progress schedule, schedule of shop drawing submissions and schedule of values prepared by contractor and consult with CONSULTANT concerning their acceptability.
 - 6.2.2 Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and OWNER and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - 6.2.3 Liaison:
 - 6.2.3.1 Serve as CONSULTANT's liaison with contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist CONSULTANT in serving as OWNER's liaison with contractor when contractor's operations affect OWNER's on-site operations.
 - 6.2.3.2 As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
 - 6.2.4 Shop Drawings and Samples:
 - 6.2.4.1 Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by contractor, and notify CONSULTANT of their availability for examination.

- 6.2.4.2 Advise CONSULTANT and contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by CONSULTANT.
- 6.2.5 Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 6.2.5.1 Conduct on-site observations of the work in progress as well as periodic observations of the site during times when the Contractor is not actually working to assist the CONSULTANT in determining if the work is in accordance with the contract documents and that completed work will conform to the contract requirements.
 - 6.2.5.2 Report to CONSULTANT and OWNER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise CONSULTANT and OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires additional testing, inspection or approval.
 - 6.2.5.3 Verify that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that contractor maintains adequate records thereof; observe, record and report to CONSULTANT appropriate details relative to test procedures and startups.
 - 6.2.5.4 Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CONSULTANT.
- 6.2.6 Interpretation of Contract Documents: Transmit to contractor CONSULTANT's clarifications and interpretations of the contract documents.
- 6.2.7 Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to CONSULTANT.
- 6.2.8 Records:
 - 6.2.8.1 Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions or original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, CONSULTANT's clarifications and interpretations of the contract documents, progress reports, test reports and other project related documents.
 - 6.2.8.2 Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, quantities of material installed on the project, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in

general and specific observations in more detail as in the case of observing test procedures. Send copies to CONSULTANT.

- 6.2.8.3 Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.

6.2.9 Reports:

- 6.2.9.1 Furnish CONSULTANT periodic reports as required of progress of the work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.

- 6.2.9.2 Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the work.

- 6.2.9.3 Report immediately to CONSULTANT and OWNER upon the occurrence of any accident.

- 6.2.10 **Payment Requisitions:** Review applications for payment with the Contractor for compliance with the established procedure for their submission and forward them with recommendations to CONSULTANT, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.

- 6.2.11 **Certificates, Maintenance and Operation Manuals:** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to CONSULTANT for his review and forwarding to OWNER prior to final acceptance of the work.

6.2.12 Completion:

- 6.2.12.1 Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- 6.2.12.2 Conduct final inspection in the company of CONSULTANT, OWNER and Contractor and prepare a final list of items to be completed or corrected.

- 6.2.12.3 Verify that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

6.3 Limitations of Authority: Except upon written instructions of CONSULTANT, resident project representative:

- 6.3.1 Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.

- 6.3.2 Shall not exceed limitations on CONSULTANT's authority as set forth in the contract documents.

- 6.3.3 Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent, or expedite the work.
- 6.3.4 Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
- 6.3.5 Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
- 6.3.6 Shall not authorize OWNER to occupy the project in whole or in part.
- 6.3.7 Shall not participate in specialized field or laboratory tests.

SECTION 7 COMPENSATION

- 7.1 Payments to CONSULTANT made under this AGREEMENT shall be made at the fee and method mutually agreed upon by the parties as set forth in the Task Order.
- 7.2 Written approval from the OWNER shall be required in order to authorize the CONSULTANT to proceed with services above the fees established in the approved Task Order.
- 7.3 CONSULTANT shall submit monthly progress invoices for monthly and each invoice will indicate project fees per element, percentage of completion, total amount due, and a brief description of the specific work performed during the invoice period. Additional documentation will be available at the request of the OWNER.
- 7.4 Progress payments for services shall be made monthly to the CONSULTANT by the OWNER upon receipt of invoices which shall be based upon percentages of completion on the date of invoicing.
- 7.5 All payments to CONSULTANT shall be made within 30 days from date of invoice, unless the OWNER has a good-faith dispute regarding the amount or other legitimacy of an invoice.

SECTION 8 TERMINATION

- 8.1 This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party not less than ten (10) calendar days written notice of intent to terminate, provided that the other party is given an opportunity for consultation with the terminating party prior to termination.
- 8.2 This AGREEMENT may be terminated in whole or part in writing by the OWNER for its convenience not less than ten (10) calendar days written notice of intent to terminate, provided that the CONSULTANT is given an opportunity for consultation with the OWNER prior to termination.

Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as

may have been accumulated by the CONSULTANT in performing this AGREEMENT, whether completed or in process.

- 8.3 If this AGREEMENT is terminated by either party, the CONSULTANT shall be paid for services rendered and expenses incurred prior to the termination in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments which had become firm prior to the termination. If termination of the AGREEMENT occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the CONSULTANT. If the AGREEMENT is terminated by the OWNER for default of the CONSULTANT, the amount due the CONSULTANT may be adjusted to the extent of any additional costs incurred by the OWNER as a result of the CONSULTANT's default.

SECTION 9 INDEMNIFICATION

- 9.1 CONSULTANT shall indemnify and hold harmless OWNER and all of its officers, personnel, and agents from and against any and all claims, suits, lawsuits, action or actions, causes or causes of action, liabilities, damages, losses and expenses, including reasonable attorney's fees, and other claims and demands of whatsoever nature or kind, in law or in equity, in tort or in contract, or otherwise arising out of or resulting from the performance of the services, unless that any such claim, damage, loss or expense is caused by the negligent or intentional act, omission, and/or strict liability of OWNER, anyone directly employed by OWNER, or anyone for whose acts any of them may be liable.

SECTION 10 DISPUTE RESOLUTION

- 10.1 Except as may be otherwise provided in this AGREEMENT, all claims, counterclaims, disputes and other matters in question between the OWNER and the CONSULTANT arising out of or relating to this AGREEMENT or breach thereof will be decided by mediation if the parties hereto mutually agree, or in a court of competent jurisdiction within Richmond County, Georgia.

SECTION 11 EFFECTIVE DATE AND TERM

- 11.1 The effective date of this AGREEMENT is the date of its execution as set forth above. This AGREEMENT shall continue for a term of five (5) years, unless sooner terminated by either party in accordance with Section 8.

SECTION 12 GENERAL PROVISIONS

- 12.1 Consultant Status: The CONSULTANT is an independent contractor, and nothing contained in this AGREEMENT shall constitute or designate the CONSULTANT or any of its agents or employees as agents or employees of the OWNER. The CONSULTANT shall in no way represent itself by act or omission, to be an agent of the OWNER.
- 12.2 Governing Law: This AGREEMENT will be governed by and construed in accordance with the laws of the State of Georgia.
- 12.3 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.

- 12.4 Georgia Security and Immigration Act of 2006. As of July 1, 2009, all contracts with Augusta, Georgia must have a certification from the Consultant that they comply with the Georgia Security and Immigration Act of 2006. This requires all those individuals, firms, contractors, consultants, etc., contracting with Augusta to execute the Consultant Affidavit and Agreement. If subcontractors are engaged, they are required to execute the Subcontractor Affidavit.
- 12.5 Open Records. The Consultant acknowledges that all records relating to this Contract and the services to be provided under this Contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). Consultant shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law. Consultant shall notify Airport immediately of any request made under the Open Records Act and shall furnish Airport with a copy of the request and the response to such request.
- 12.6 Employment Eligibility Verification and Systematic Alien Verification for Entitlements (SAVE). All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All Consultants and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IR.CA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Consultants shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its Contract with Augusta, Georgia the consultant will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300- 10-01-.08 or a substantially similar form. All subcontractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.
- 12.7 Non-Collusion of Consultant. By submission of a proposal, the Consultant certifies, under penalty of perjury, that to the best of its knowledge and belief:
- A. The prices in its proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
 - B. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the consultant prior to opening, directly or indirectly, to any other vendor or to any competitor.
 - C. No attempt has been made, or will be made, by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

- 12.8 Conflict of Interest. The Consultant certifies that it is not now engaged in any work, nor will it engage in subsequent assignments during the period that this Contract is in force, that will pose conflicts with the interests of the Airport relative to the work covered by this Contract. The Airport will be notified of any potential conflicts of interest by the Consultant prior to the Consultant's undertaking such assignments. The Consultant further agrees not to use any of the information it receives or any of its work product in any manner contrary to the Airport's interests both during the Contract's term and thereafter.

By submission of a proposal and entering into this Contract, the Consultant firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- A. No circumstances exist which cause a Conflict of Interest in performing the services required by this Contract, and
- B. That no employee of the County or Aviation Commission, nor any member thereof, not any public agency or official affected by this Contract, has any pecuniary interest in the business of the responding firm or its sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this Contract.

- 12.9 Modification and Legislative Authorization. "Consultant 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 Aviation Commission and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City or Airport under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City or the Airport under a Contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the Airport may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the Airport or the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the Airport or the City, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all City contracts for goods and services, except revenue producing contracts.

- 12.10 Notices: All written notices to OWNER by CONSULTANT shall be addressed to:

Augusta, Georgia - Augusta Regional Airport
 1501 Aviation Way
 Augusta, Georgia 30906
 Attention: Herbert L. Judon, Jr., Executive Director

With Copy: Augusta, Georgia - Law Department
 535 Telfair Street, Building 3000
 Augusta, Georgia 30901
 Attention: General Counsel

All written notices to CONSULTANT by OWNER shall be addressed to:

- 12.11 **Electronic Formats and Signatures:** The Parties agree and acknowledge that this AGREEMENT may be kept in electronic form and that an electronic version of this AGREEMENT will be just as valid and enforceable as the original. This AGREEMENT may be signed in one or more counterparts (including faxed or electronically scanned copies), each of which will be deemed one and the same with the original. Reproductions of this executed original (with reproduced signatures) will be deemed to be original counterparts of this AGREEMENT.
- 12.12 **Reuse of Documents:** All documents including drawings and specifications prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT; and OWNER shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by OWNER and CONSULTANT. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this AGREEMENT at the cost of reproduction.
- 12.13 **Entire Agreement:** This AGREEMENT and any attachments referenced herein are incorporated herein for all purposes and, together, constitute the entire AGREEMENT and supersede all prior agreements and understandings between the parties concerning the subject matter of this AGREEMENT.
- 12.14 **Severability:** The invalidity, illegality or unenforceability of any provision of this AGREEMENT shall not affect the validity, legality or enforceability of any other provision of this AGREEMENT.

SECTION 13 MANDATORY FEDERAL CONTRACT PROVISIONS

- 13.1 The following federal statutes and regulations mandating certain contract provisions are incorporated herein by reference. Certain provisions are set forth below in the text of this AGREEMENT to comply with the federal statutes and regulations referenced in the below table. In the event of the omission of any language required by the referenced federal statutes or regulations, or in the event of a conflict between the textual provisions set forth in this AGREEMENT and the requirements of the referenced federal statutes or regulations, this AGREEMENT shall be deemed to incorporate any required language in the federal statutes or regulations and any conflicts shall be resolved in favor of the language required by the federal statutes or regulations. The term "Sponsor" in this Section 13 shall be construed as the OWNER.

Provision	Law/Statute
Civil Rights Act of 1964, Title VI Contractor Contractual Requirements	49 CFR Part 21
General Civil Rights Provisions in the Airport and Airway Improvement Act of 1982, Section 520	49 USC 47123
Participation by Disadvantaged Business Enterprises	49 CFR Part 26

Restrictions on Lobbying	49 CFR Part 20 Appendix A; 2 CFR Part 200 Appendix II; 31 USC 1352
Access to Records and Reports	2 CFR 200.333, 200.336
Breach of Contract Terms	2 CFR 200 Appendix II
Rights to Inventions	2 CFR 200 Appendix II; 37 CFR 401
Trade Restriction Clause	49 CFR Part 30
Termination of Contract	2 CFR 200
Fair Labor Standards Act	29 USC 201 et seq.; 29 CFR Chapter V
Occupational Safety and Health Act	29 CFR Part 1910
Veteran's Preference	49 USC 471112
Seismic Safety	49 CFR Part 41
Distracted Driving	Executive Order 13513; DOT Order 3902.10
Energy Conservation Requirements	42 USC 6201 et seq.
Equal Employment Opportunity	29 CFR 200 Appendix II; 41 CFR 60-1.4; 41 CFR 60-4.3
Clean Air/Water Pollution Control	2 CFR 200 Appendix II

- 13.2. General Civil Rights Provisions. The CONSULTANT agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the CONSULTANT and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 13.3 Title VI Civil Rights Assurances. During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- 13.3.1 Compliance with Regulations: The contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 13.3.2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 13.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of Race, color, or national origin.

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

13.3.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

13.3.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or

13.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

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

13.4 Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

13.4.1 Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

13.4.2 49 CFR Part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

13.4.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 13.4.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794 et seq.) (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - 13.4.5 The Age Discrimination Act of 1975, as amended (42 USC 6101 et seq.) (prohibits discrimination on the basis of age);
 - 13.4.6 Airport and Airway Improvement Act of 1982, as amended (49 USC 471, Section 47123) (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 13.4.7 The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 13.4.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - 13.4.9 The Federal Aviation Administration’s Nondiscrimination statute (49 USC 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 13.4.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - 13.4.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.Reg. at 74087 to 74100); and
 - 13.4.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq.).
- 13.5 Disadvantaged Business Enterprise (DBE) Assurances.
- 13.5.1 Policy: It is the policy of the DOT that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
 - 13.5.2 DBE Obligation: The CONSULTANT agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this AGREEMENT. In this regard, all contractors shall take all necessary and reasonable steps

in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

- 13.6 Restrictions on Lobbying. The CONSULTANT certifies by signing this AGREEMENT, to the best of his knowledge and belief, that:
- 13.6.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 13.6.2 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 any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 13.6.3 The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
- 13.7 Access to Records and Reports. The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.
- 13.8 Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR Part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative AGREEMENTS. This contract incorporates by reference the patent and inventions rights as specified in 37 CFR 401.14. The CONSULTANT must include this requirement in all sub-tier contracts involving experimental, developmental or research work.
- 13.9 Trade Restriction Certification. The Trade Restriction Certification set forth in 49 CFR Part 30 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- 13.10 Fair Labor Standards Act. This contract and all subcontracts that result from this solicitation incorporate by reference the provisions of 29 USC 201 et seq. and 29 CFR Chapter V, the Federal Fair Labor

Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full- and part-time workers. The CONSULTANT has full responsibility to monitor compliance with the referenced statutes and regulations. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- 13.11 Occupational Safety and Health Act. This contract and all subcontracts that result from this solicitation incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The CONSULTANT must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONSULTANT retains full responsibility to monitor its compliance and its subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The CONSULTANT must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.
- 13.12 Veteran's Preference. In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.
- 13.13 Seismic Safety. In the performance of design services, the CONSULTANT agrees to furnish a building design and associated construction specifications that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of design services, the CONSULTANT agrees to furnish the OWNER a "certification of compliance" that attests to conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.
- 13.14 Distracted Driving. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. In support of this initiative, the OWNER encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and that involve driving a motor vehicle in performance of work activities associated with the project.
- 3.15. Energy Conservation Requirements. The CONSULTANT and any subcontractors agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 et seq.).

- 13.16 Equal Employment Opportunity. The mandatory contract language and mandatory specification language set forth in 41 CFR 60-1.4 and 41 CFR 60-4.3 is incorporated herein by reference and shall have the same force and effect as if given in full text.
- 13.17 Clean Air/Water Pollution Control. The CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). The CONSULTANT agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.
- 13.18 This includes all other applicable current regulations not mentioned above, as well as covered under O.C.G.A regulations.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

OWNER:

AUGUSTA, GEORGIA

By: _____

Garnett L. Johnson, Mayor

Date: _____

CONSULTANT:

MEAD & HUNT, INC.

By: _____

Date: _____

Attest: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

AUGUSTA GENERAL AVIATION COMMISSION

By: _____

Title: Chairman

Date: _____

Attest: _____


Approved as to Legal Form: _____



**RFQ Opening RFQ Item #23-158 Professional Engineering, Architectural, and
Construction Administration Consulting Services
for Augusta, GA – Augusta Regional Airport
Due: Monday, April 10, 2023 @ 1:00 p.m.**

Total Number Specifications Mailed Out: 26
Total Number Specifications Download (Demandstar): 22
Total Electronic Notifications (Demandstar): 527
Georgia Procurement Registry: 1523
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	Save Form	Original	7 Copies
Alfred Benesch & Company 1005 Broad St., Suite 200 Augusta GA, 30901	Yes	307873	Yes	Yes	Yes
W.K. Dickson & Co., Inc. 2120 Powers Ferry Rd., Suite 100 Atlanta, GA 30339	Yes	110665	Yes	Yes	Yes
Mead & Hunt, Inc. 878 South Lake Drive Lexington, SC 29072	Yes	1430084	Yes	Yes	Yes
Goodwyn Mills Cawood, LLC (GMC) 801 Broad St., Suite 900 Augusta, GA 30901	Yes	829134	Yes	Yes	Yes

<div><div></div><div><div>Evaluation Sheet RFQ Item #23-158</div><div>Professional Engineering, Architectural, and Construction Administration Consulting Services</div><div>for Augusta, GA – Augusta Regional Airport</div><div>RFQ Evaluation Date: Friday, May 5, 2023 @ 11:00 a.m.</div></div></div>												
Vendors			Alfred Benesch & Company 1005 Broad St., Suite 200 Augusta GA, 30901	Goodwyn Mills Cadwood, LLC (GMC) 801 Broad St., Suite 900 Augusta, GA 30901	Mead & Hunt, Inc. 878 South Lake Drive Lexington, SC 29072	W.K. Dickson & Co., Inc. 2120 Powers Ferry Rd., Suite 100 Atlanta, GA 30339		Alfred Benesch & Company 1005 Broad St., Suite 200 Augusta GA, 30901	Goodwyn Mills Cadwood, LLC (GMC) 801 Broad St., Suite 900 Augusta, GA 30901	Mead & Hunt, Inc. 878 South Lake Drive Lexington, SC 29072	W.K. Dickson & Co., Inc. 2120 Powers Ferry Rd., Suite 100 Atlanta, GA 30339	
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)					Weighted Scores				
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)								
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS
2. Qualifications & Experience		(0-5)	25	3.0	3.0	5.0	4.0		75.0	75.0	125.0	100.0
3. Organization & Approach Include		(0-5)	20	3.0	3.0	5.0	4.5		60.0	60.0	100.0	90.0
4. Scope of Services - Firm’s understanding of the Scope of Services and task requirements to be performed included in Section III. Firm’s method for management of overall project costs, schedule, quality assurance/quality control, and other issues critical to this project to include the following: a. Firms experience specifically consulting services in reference to aviation architectural, engineering, planning or construction administration services. b. Relevant project experience and performance on past similar projects. c. Demonstrated knowledge and familiarity with the Federal Aviation Administration (FAA) regulations, policies, and procedures as related to commercial service airports. d. Working relationships with the FAA Atlanta District Office and the Georgia Department of Transportation (GDOT) Aviation Programs.		(0-5)	15	3.0	3.5	5.0	3.0		45.0	52.5	75.0	45.0
5. Schedule of Work		(0-5)	10	3.0	3.5	4.0	4.0		30.0	35.0	40.0	40.0
6. Financial Stability		(0-5)	10	4.5	4.0	4.0	4.0		45.0	40.0	40.0	40.0
7. References		(0-5)	5	4.0	4.0	5.0	4.5		20.0	20.0	25.0	22.5
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			20.5	21	28	24		275.0	282.5	405.0	337.5	
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)												
9. Presentation by Team		(0-5)	10						0.0	0.0	0.0	0.0
10. Q&A Response to Panel Questions		(0-5)	5						0.0	0.0	0.0	0.0
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)				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)			20.5	21	28	24		275.0	282.5	405.0	337.5	
Internal Use Only												
Evaluator: ____ Cumulative ____ Date: ____ 6/1/23 ____												
Procurement Department Representative: ____ Nancy Williams ____												
Procurement Department Completion Date: ____ 6/1/23 ____												



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

June 1, 2023

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

Re: Award Recommendation – RFQ #23-158 Professional Engineering, Architectural and Construction Administration Consulting Services- Augusta Regional Airport

Dear Ms. Sams,

The Augusta Procurement Department has publicly bid the plans and specifications for the proposed RFQ #23-158 Professional Engineering, Architectural and Construction Administration Consulting Services- Augusta Regional Airport. Bids were opened and read publicly on June 1, 2023 at 10:00 am, local time at the Augusta Procurement Department.

Based on our review, we recommend awarding the bid to Mead & Hunt. The recommendation is to enter into contract negotiations with Mead & Hunt based on the RFQ selection committee scoring.

If you have additional questions, please contact me at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,


Herbert L. Judon, Jr.
Executive Director

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

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

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

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

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

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

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

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
 - (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
 - (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

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

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

Weston & Sampson Engineers, Inc. 2023-03-02	arn@wseinc.com Kogut, Gail	N	NOM
Wiley Wilson 2023-03-02	bademail@doas.ga.gov Bass, Bob	N	NOM
Wiley Wilson 2023-03-02	bademail@doas.ga.gov Tibbs, Candy		
Wiley Wilson 2023-03-02	ebailey@wileywilson.com Bailey, Ezra		
Wood+Partners Inc. 2023-03-02	lyoust@woodandpartners.com Youst, Linda	N	NOM
XEROX STATE HEALTHCARE LLC 2023-03-02	jeff.smith@xerox.com Smith, Jeff	N	NOM
XEROX STATE HEALTHCARE LLC 2023-03-02	jonathan.matheny@conduent.com Matheny, Jonathan		
XEROX STATE HEALTHCARE LLC 2023-03-02	shssvregistrations@conduent.com BIDDESK2, BIDDESK2		
Xtreme Solutions, Inc. 2023-03-02	contactus@xtremesolutions-inc.com Ingram, Hervia	Y	AFA
nleague services Inc 2023-03-02	santhi.sri@nleague.com sripathy, vasanthi	N	NOM
pro geotech inc 2023-03-02	najjar.w@gmail.com Najjar, Walid	N	NOM
rohadfox Construction Control Services C 2023-03-02	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-03-02	rccsc@rccsc.net Rohadfox, Rebekah J.		
vda 2023-03-02	bademail@doas.ga.gov McGarr, John	N	NOM
vda 2023-03-02	kdonner@vdassoc.com Donner, Ken		

ETHNIC GROUP	COUNT
African American	67
Asian American	17
Native American	5
Hispanic/Latino	4
Pacific Island/American	2
Non Minority	573
Not Classified	0
Total Number of Vendors	668
Total Number of Contacts	1523

23-158

GOODWYN MILLS CAWOOD
6120 POWERS FERRY RD., NW
SUITE 350
ATLANTA, GA 30339

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

MEAD & HUNT
878 SOUTH LAKE DRIVE
LEXINGTON, SC 29072

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

JOHNSON LASCHOB & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

WOOLPERT
375 NORTHRIDGE RD, #100
ATLANTA, GA 30350

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

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

HUSSEY GAY BELL
329 COMMERCIAL DRIVE
SAVANNAH, GA 31406

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

PRIME ENGINEERING
3715 NORTHSIDE PARKWAY, NW
300 NORTHCREEK, SUITE 200
ATLANTA, GA 30327

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

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

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

HOLT CONSULTING COMPANY
2801 DEVINE ST., SUITE 201
COLUMBIA, SC 29205

OAC
144 BREAKAWAY TRAIL
TITUSVILLE, FL 32780

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

MICHAEL BAKER INTERNATIONAL
420 TECHNOLOGY PARKWAY
SUITE 150
NORCROSS, GA 30092

AES
2300 LAKEVIEW PKWY,
ALPHARETTA, GA 30009

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

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

PAGASUS ASSOCIATES
INTERNATIONAL
1536 DUNWOODY VILLAGE PARKWAY
DUNWOODY, GA 30338

PBS & J, INC.
5665 NEW NORTHSIDE DRIVE
ATLANTA, GA 30328

AECOM
101 RESEARCH DR
COLUMBIA, SC 29203

ICF
2635 CENTURY CENTER PARKWAY
SUITE 1000
ATLANTA, GA 30345

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

ROBERT & COMPANY
229 PEACHTREE ST, NE INT TOWER
ATLANTA, GA 30303

HERBERT JUDON
AUGUSTA REGIONAL AIRPORT

Tim Weegar
AUGUSTA REGIONAL AIRPORT

PHYLLIS MILLS JOHNSON
COMPLIANCE DEPARTMENT

RFQ Item #23-158 Professional Engineering,
Architectural, and Construction
Administration Consulting Services for
Augusta, GA – Augusta Regional Airport
RFQ DUE: MON., April 10, 2023 @ 11 A.M.

[Bid Details](#)[Audit Trail](#)[Watchers List](#)[Planholders](#)[Postbid Viewers](#)[Broadcast History](#)

Planholders

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

Supplier (22)

Supplier 	Download Date
Aero Systems Engineering	03/08/2023
Atlas Technical Consultants LLC	03/02/2023
Better Communities Collaborative	03/03/2023
Civil Services Inc	03/02/2023
Clemons Rutherford & Assoc Inc	03/03/2023
Cranston LLC	03/03/2023
Dodge Data	03/03/2023
Heath & Lineback Engineers, Inc.	03/02/2023
Jacobs	03/06/2023
JLUL LOGISTICS LLC	03/02/2023
Laney Walker Development Corporation	03/03/2023
Lunacon Construction Group	03/06/2023
MC Squared Inc	03/30/2023
Mead & Hunt	03/02/2023
Muns Services, LLC	03/02/2023

1 2

Showing 1-15 of 22

[Add Supplier](#)

Supplier Details

Supplier Name	Aero Systems Engineering
Contact Name	Rob Brethauer
Address	2700 Delk Rd SE Suite 100, Marietta, GA 30067-8846
Email	rob.brethauer@aerosys.net
Phone Number	770-423-4200

[Remove](#)

Documents

Filename	Type	Action
23-158_RFQ	Bid Document / Specifications	View History



Public Services Committee Meeting

Meeting Date: October 10, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – OneGeorgia Equity Grant
Presenter:	Herbert Judon
Caption:	Motion to Approve acceptance of OneGeorgia Equity Grant through the Augusta Economic Development Authority (AEDA). Approved by the Augusta Aviation Commission on September 21, 2023.
Background:	<p>The Augusta Economic Development Authority applied for and received a “OneGeorgia Equity Grant” in the amount of \$500,000 on behalf of the Augusta Regional Airport. This grant requires a \$1,000,000 match on the part of the Airport. This grant is targeted to fund sitework on a designated parcel of Airport property slated for potential new business development.</p> <p>Acceptance and approval of this action allows the grant to be in compliance with the City’s Policy and Procedure for Grant Compliance.</p>
Analysis:	<p>The grant will be used for resources to construct a shovel ready site improving the parcel of land at the Airport’s former maintenance compound. The Airport has received strong interest from a private sector company contemplating new business expansion on the site. If this comes to fruition, this enterprise will create additional business, new high paying aeronautical jobs, and increase Airport activity. In the event this particular opportunity does not move forward, the grant funds will still be used for site development at AGS.</p> <p>This grant process differs from the Airport’s standard process since the AEDA applied for and received the grant on behalf of the Airport. The Airport will serve a third party “pass through” role for the administration of the grant. The AEDA will administer the grant and will request the matching funds from the Airport as the construction process moves forward.</p>
Financial Impact:	The grant requires a \$1,000,000 local match. The project costs, state grant funds, and matching funds are incorporated in the 2024 budget.
Alternatives:	To deny.
Recommendation:	Recommend Approval. Approved by the Augusta Aviation Commission on September 21, 2023.
Funds are available in the following accounts:	<p>551000000-3314110-Equity Grant</p> <p>551000000-3952110-Local match.</p>

REVIEWED AND
APPROVED BY:

N/A

PRELIMINARY ENGINEERING REPORT

ONEGEORGIA EQUITY GRANT

Prepared for:

AUGUSTA ECONOMIC DEVELOPMENT AUTHORITY

Prepared by:



FEBRAURY 1, 2023

T A B L E O F C O N T E N T S

EXECUTIVE SUMMARY	2
EXISTING CONDITIONS	3
PROPOSED CONDITIONS:.....	4
PERMITTING AND ASSOCIATED FEES.....	6

A P P E N D I C E S

APPENDIX A

ONEGEORGIA GRANT INFORMATION

APPENDIX B

EXISTING CONDITIONS MAP

APPENDIX C

CONCEPTUAL SITE PLAN

APPENDIX D

CITY OF AUGUSTA PLAN REVIEW FEES

APPENDIX E

OPINION OF PROBABLE CONSTRUCTION COST

EXECUTIVE SUMMARY

The Augusta Regional Airport (Parcel No. 159-0-002-04-0) is located along Doug Barnard Parkway in Richmond County, Georgia approximately 8 miles south of downtown Augusta. Refer to Figure 1. The Augusta Regional Airport is applying for OneGeorgia Equity grant funding to construct a shovel-ready site at the Augusta Regional Airport. The shovel-ready site will attract new or existing industries to the airport, which will lead to job creation and investment in Augusta-Richmond County. The proposed project area is located south of Augusta Regional Airport's main terminal and is immediately south of the existing StandardAero building. The project area encompasses approximately 4-acres and is comprised of former building foundations, miscellaneous concrete and asphalt pavements, and abandoned utilities.

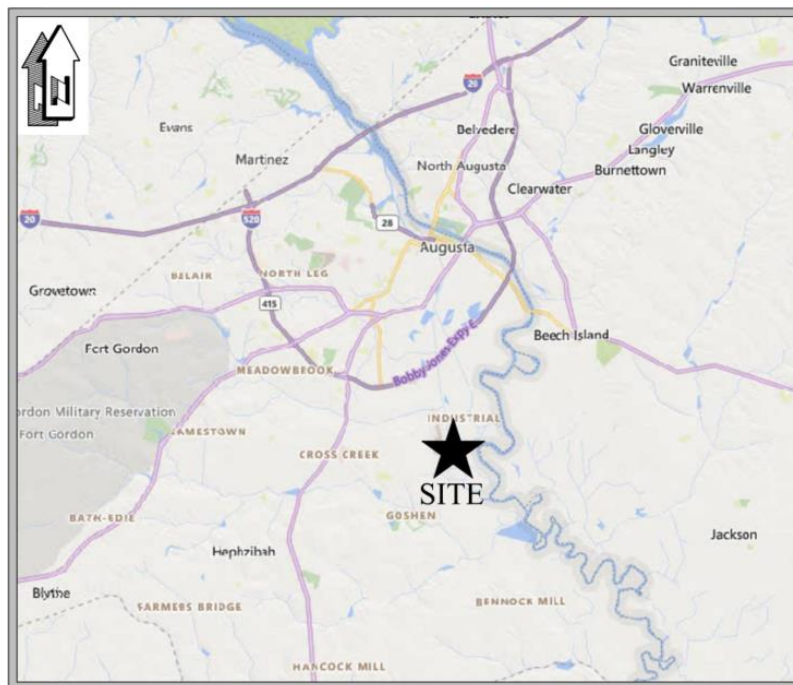


Figure 1: Vicinity Map

The development of a shovel-ready site will require demolition, extensive earthwork, and new utility connections. Grading and storm sewer improvements are necessary to assure appropriate building pad elevation and proper drainage conditions. Site lighting, fencing, and landscaping are also anticipated.

Permitting through the City of Augusta will be required. Permitting through other regulatory agencies such as FEMA or the Corps of Engineers is not anticipated.

EXISTING CONDITIONS

The project area was formally developed with several metal buildings used for storage, maintenance, or other airport related services. The existing site is accessed from Doug Barnard Parkway by an asphalt driveway. The existing driveway currently connects Doug Barnard Parkway to the airport's perimeter road. Topographic relief throughout the site is less than 2-feet of elevation change. The site has two soil classifications with the most prominent being Dogue Fine Sandy Loam, followed by Roanoke Loam. These soils have hydraulic soil classifications of C/D and C, respectively, meaning they are generally characterized as poorly draining soils.

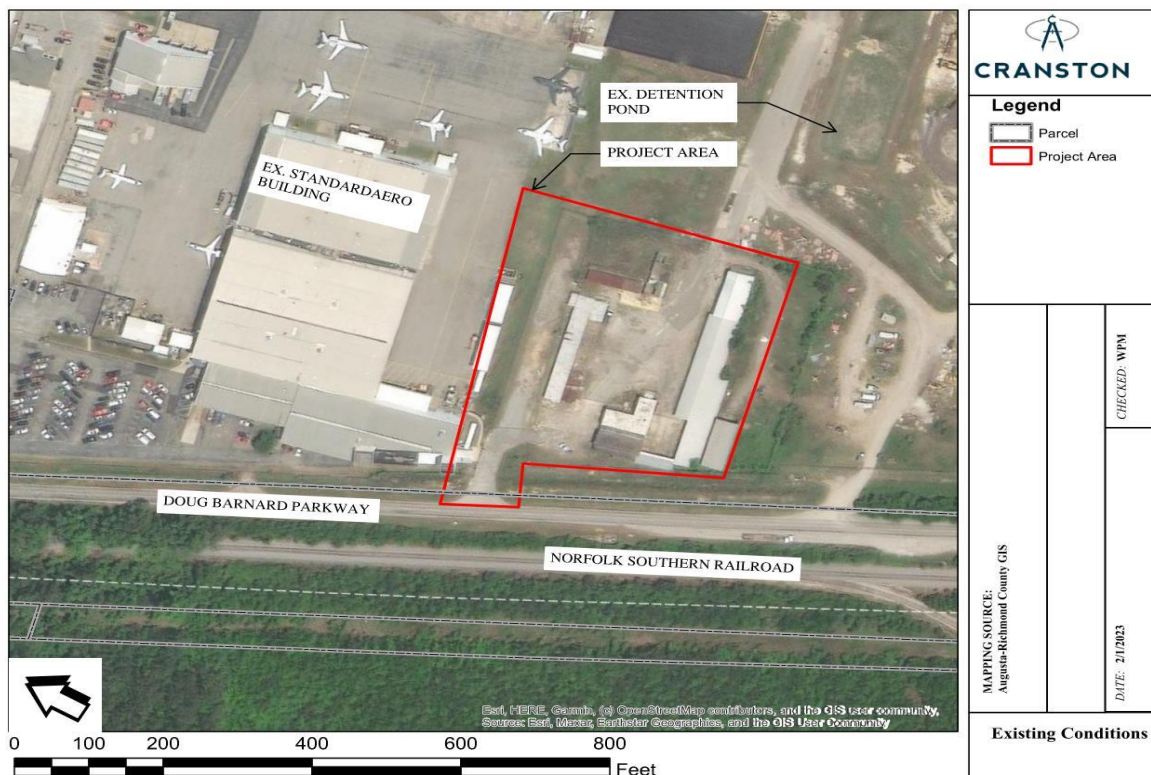


Figure 2: Existing Overall Map

Stormwater runoff generally drains from west to east across the site. Existing flows are directed to the existing stormwater detention pond that is located southeast of the site. The detention pond discharges into a grassed channel that conveys runoff to the roadside channel along Doug Barnard Parkway. No portion of this site is in the 100-Year flood plain as shown on the FEMA FIRM Panel Number 13245C0230H.

Existing utilities include a 6-inch ductile iron water main that serves a fire hydrant near the access drive. The 6-inch water main is fed from a 24-inch diameter water main in the western right-of-way Doug Barnard Parkway. Based on available information from Augusta Utilities Department and recent survey, sanitary sewer facilities are not located near the project area. The sewer service for the adjacent StandardAero Building is located on the north side of the building and extends

away from the proposed project site. An 18-inch diameter sanitary sewer trunk main is located within the western right-of-way of Doug Barnard Parkway. Norfolk Southern Railroad maintains rail facilities between Doug Barnard Parkway and the 18-inch sewer trunk main. Please refer to Appendix B and Figure 3 below.

Based on information provided Atlanta Gas Light, an existing 4-inch steel gas main is located within the eastern right-of-way of Doug Barnard Parkway. Overhead power and telecommunication utilities extend are also located on the east side of Doug Barnard Parkway immediately adjacent to the project area.



Figure 3: Existing Utility Map

PROPOSED CONDITIONS:

The proposed project scope includes the construction of a shovel-ready site for future development. To provide a shovel-ready site the existing building foundations and pavements will be removed. Existing utilities will be capped and removed to outside the limits of the building pad. New utilities will be extended to the building pad for future connection. There are two scenarios for providing sanitary sewer service to the proposed site. The first involves connection to the existing StandardAero building sewer service. This option may not be feasible as the sewer line is on the opposite side of the Standard Aero building from the proposed project area. The second consists of a new collection system that connects to the 18-inch diameter sanitary sewer trunk main

in the west side of Doug Barnard Parkway. This scenario would require boring new sewer facilities across Doug Barnard Parkway and the Norfolk Southern Railroad. Additional study and field survey of the existing sanitary sewer system will be required to determine the most appropriate option for sanitary sewer service. Proposed water and fire services can be provided via connection to the existing 6-inch diameter water main along the east side of Doug Barnard Parkway.

Anticipated drainage improvements include a storm sewer collection and conveyance system for runoff conveyance to the existing detention pond. Additional stormwater detention is not anticipated as a significant increase in impervious area is not anticipated. Water quality and runoff reduction improvements are required and would likely consist of low impact development measures such as grassed swales or infiltration trenches.

Power, telecommunications, and natural gas services can be extended from the existing facilities within the right-of-way of Doug Barnard Parkway.

To assure proper subgrade conditions for future building foundations, removal and replacement of existing soil material is anticipated. Imported structural soil materials should be uniformly placed and compacted to a prescribed elevation. The building pad shall be sloped and stabilized to avoid standing water and potential erosion, which would jeopardize the structural integrity of the subgrade material. A third-party Geotechnical Engineer currently licensed in the State of Georgia should observe all fill placement and compaction.

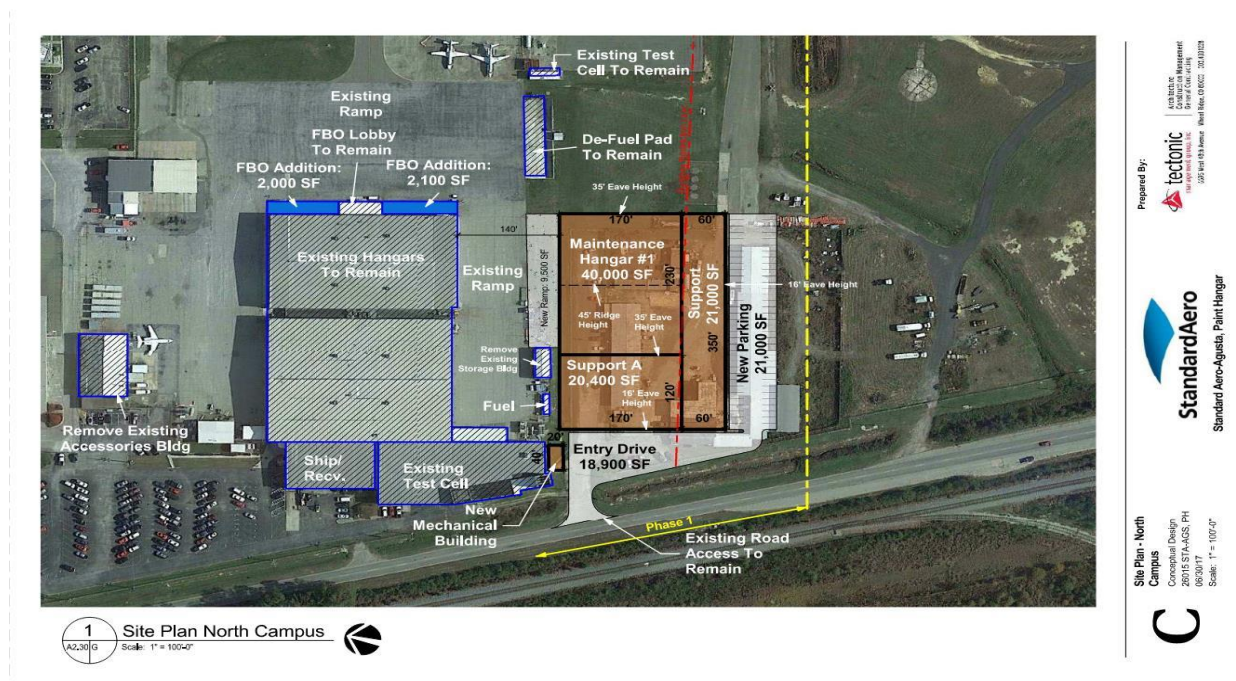


Figure 4: Conceptual Site Plan

The estimated total construction cost for the shovel-ready project is \$1,587,407.

PERMITTING AND ASSOCIATED FEES

The permitting and reviews associated with this project will be a multi-step process. First, a pre-design stormwater meeting with the Augusta Engineering Department will be required to discuss stormwater design and permitting requirements. Following design, permit drawings will be submitted to the City of Augusta Planning and Development for City wide review. The City has a self-imposed 45-day review timeline. The City of Augusta is a Local Issuing Authority (LIA) and will conduct the Erosion Pollution and Sediment Control Plan reviews. After receiving approval, the Notice of Intent (NOI) can be completed on the Georgia EPD Online System (GEOS) system. Land disturbance will not be able to commence until 14-days after the NOI has been filed. Municipal plan review fees are outlined in Appendix D. However, these may be waived for a City of Augusta lead project.

APPENDIX A

September 22, 2022

Ms. Diane Johnston
Augusta-Richmond County
534 Telfair Street
Augusta, Georgia 30901

Re: OneGeorgia Equity Fund Pre-application - Pre-Agreement Cost Approval (PACA)
Grant to develop shovel-ready site

Dear Ms. Johnston,

This letter is provided in response to the Augusta-Richmond County's OneGeorgia Equity pre-application requesting a grant to assist with developing a shovel-ready site on the airport campus.

Augusta-Richmond County proposes to use OneGeorgia Equity funds to construct at least one shovel-ready site within an eight-month time frame to attract new or existing industry to the airport which will create new jobs and new investment in Augusta- Richmond County.

We understand the total project cost is estimated to be \$1,578,407 with requested grant funding from OneGeorgia Equity in the amount of \$500,000 for shovel-ready site improvements. Local funding toward the project includes a \$1,078,407 investment from the Augusta Regional Airport.

Based on the information in the pre-application, OneGeorgia understands the consolidated government will, in accordance with OneGeorgia Equity guidelines, apply for an Equity grant to provide \$500,000 for site improvements. The application should address local government finances and the ability or inability to accept alternate financing sources. Additionally, the application should include evidence of regional support. At this time, we would like to advise you the Equity application must include written commitments from all funding sources for the project's financing or address the status of those commitments. Please include:

- The Augusta-Richmond County December 31, 2021, audit;
- If not available, please provide a copy of the extension the consolidated government sent to the Department of Audits & Accounts;
- A copy of the commitment letter from the Augusta Regional Airport for its \$1,078,407 investment into the project;
- A copy of the preliminary engineering report (PER) to confirm project costs.

The application should also address the need for OneGeorgia grant funds at the requested amount.

Contingent upon the consolidated government successfully meeting the Equity program's selection criteria, obtaining an Equity funding award, and meeting applicable award contract conditions, OneGeorgia will allow any eligible project-related expenditure after September 19, 2022 (IPA submittal date), as reimbursable "pre-agreement costs." Any eligible costs will be subject to normal cost documentation requirements which can only be determined after a review of a complete application and receipt of an award if funded. **The above PACA date will lapse after 180 days of the date of this letter, March 21, 2022, and a new pre-application will be required.**

This letter is not a commitment to fund, notification of award, or acknowledgment that any proposed activities are eligible for Equity financing. Simply, certain activities carried out by the consolidated government after September 19, 2022 (IPA submittal date), but before a formal award, would not cause the consolidated government to become "ineligible" to receive an Equity award. Each Equity application must stand on its own merit and obtain sufficient points under the review process to obtain funding. Since the competitiveness of your Equity application is unknown at this time, **any group that secures financing and moves ahead with any portion of the project should do so with the full realization that Equity funding is not guaranteed.**

Please be advised the upcoming Equity deadline is October 14, 2022. The application should be submitted by the deadline. The most current Equity Application is available through the OneGeorgia website at https://gn.ecivis.com/GO/gn_redir/T/1ge2weyztqdf.

Two excellent resources for completing the application are the Equity Application checklist and score sheets. The checklist and score sheets contained in the Equity Application instructions are the same checklist and score sheets used to review and score Equity applications. The information is available through the OneGeorgia website at:
<https://www.dca.ga.gov/node/3352/documents/2091>.

Should you or any other interested party have any questions, feel free to contact OneGeorgia Authority Director, Gina Webb, at gina.webb@dca.ga.gov or (404) 387-1429.

Sincerely,

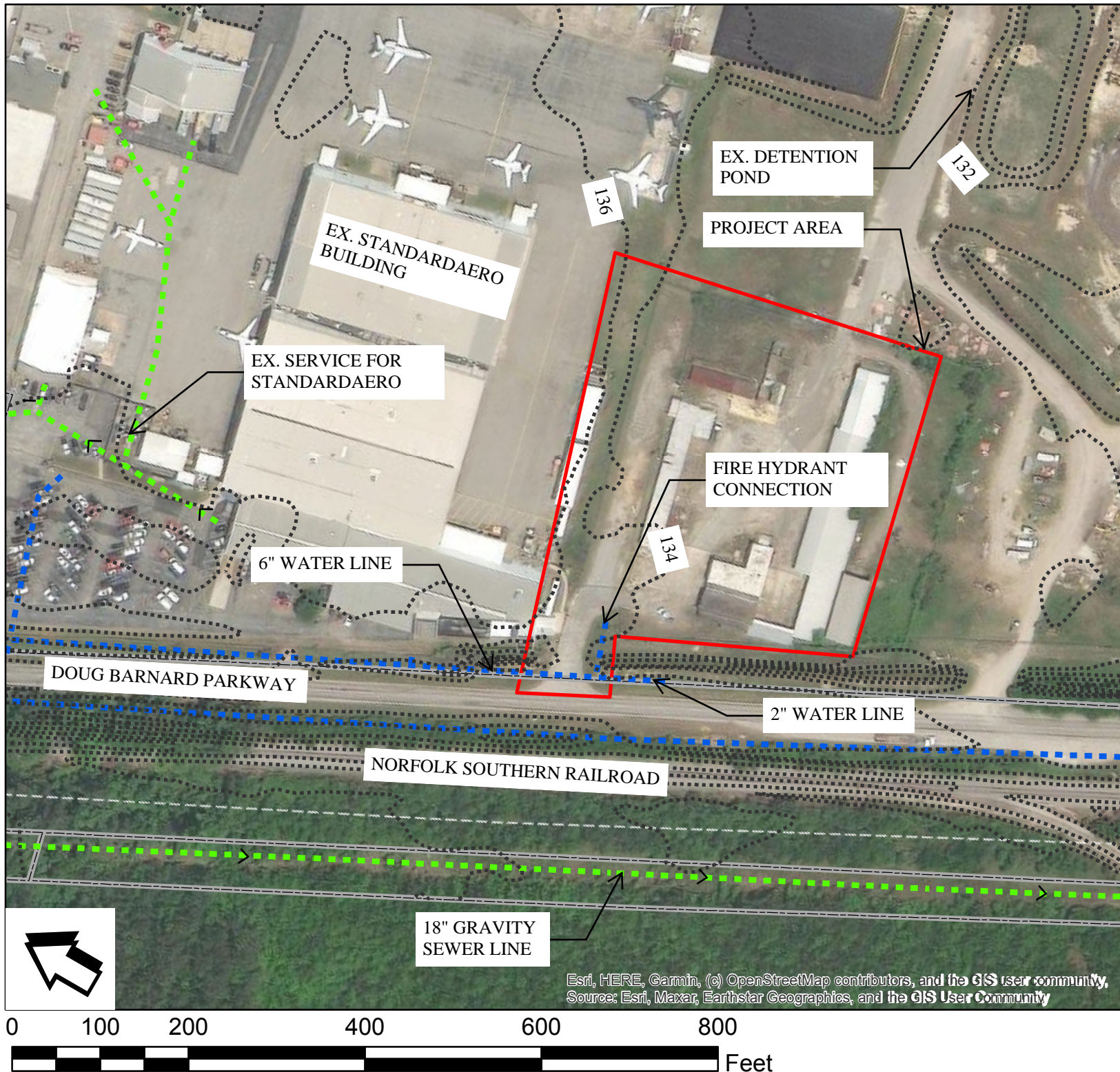



Brock Smith, Director
Office of Economic Development

BS/gw

cc: Michael Kimbell, CSRA Regional Commission
Tina Hutcheson, DCA

APPENDIX B




Item 13.

CRANSTON

Legend

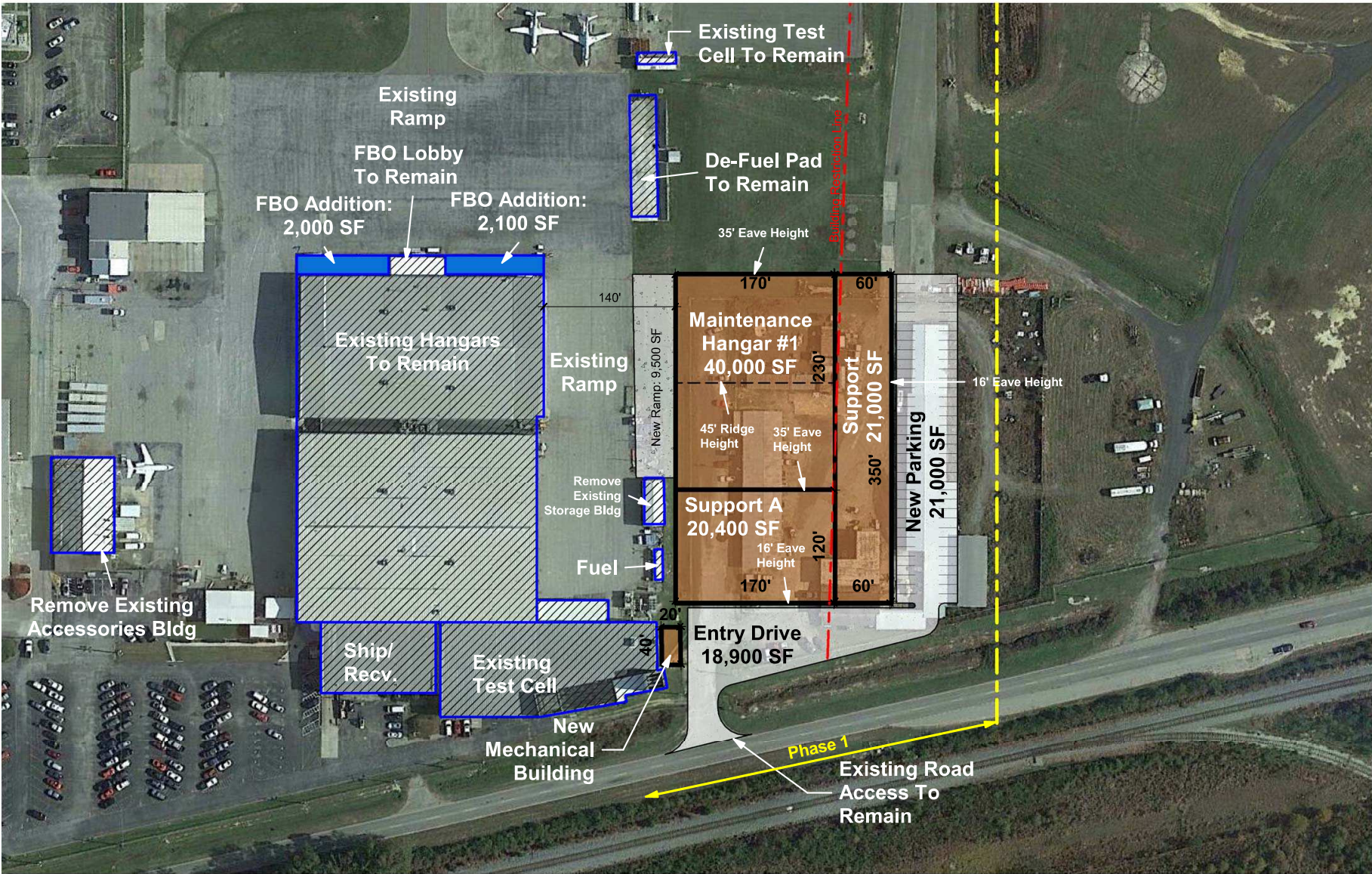
- Topography
- Sanitary Lines
- Water Lines
- Parcel
- Project Area

<p>MAPPING SOURCE: Augusta-Richmond County GIS</p>	<p>CHECKED: WPM</p>
<p>DATE: 2/1/2023</p>	

Existing Conditions

151

APPENDIX C



1 Site Plan North Campus

Scale: 1" = 100'-0"

Prepared By:

tectonic

Architecture
Construction Management
General Contracting

5595 West 43rd Avenue
Wheat Ridge, CO 80033 303.433.3226

StandardAero

Standard Aero-Agusta, Paint Hangar

Site Plan - North
Campus

Conceptual Design
26015 STA-AGS, PH
06/30/17
Scale: 1" = 100'-0"



APPENDIX D



Planning and Development Item 13.

FEE SCHEDULE

Effective Date: March 1, 2017

ITEM	PRICE
REZONING, SPECIAL EXCEPTIONS, VARIANCES	
Rezoning Petition (A and R-1 zones)	\$800.00
All other zones - less than 10 acres	\$1,000.00
All other zones - More than 10 acres	\$1,250.00
Special Exception (Churches, Fam Care Home, Fam Daycare, Institutional uses)	\$800.00
Zoning Resolution	\$700.00
All other Special Exceptions	\$800.00
Board of Zoning Appeals Variance **Fee will double if work already initiated**	\$350.00
Board of Zoning Appeals Multiple Variances	\$700.00
LAND DEVELOPMENT PLAN AND LOT REVIEW	
Site Plan Review (Properties under 1acre)	\$350.00
Properties over 1acre & up to 5 acres	\$800.00
Properties over 5 acre & up to 10 acres	\$1,200.00
Properties over 10 acres	\$1,500.00
Telecommunication Towers	\$1,800.00
Plan revisions (each revision including subdivisions)	\$200.00
Re-submittal after 3 rd review	\$800.00
Misc. (50% of Plan Review Fee)	\$100.00
PUD / PDR Plan Revisions	\$100.00
Administrative Approval	\$100.00
Subdivision lot review/approval -1 (Mortgage Plat)	\$20.00/ lot
Review / approval- 2 to 4 lots	\$50.00/ lot
Review / approval- 5 to 10 lots	\$25.00/ lot
Subdivision / Development Plan	\$25.00/ lot
Final Plat (where Development Plan is approved)	\$100.00/ lot
Subdivision Variance **Fee will double if work already initiated**	\$500.00
Mobile Home Park Review	\$100.00 + \$25/lot
TREE VARIANCE AND INSPECTION	
Tree Variance	\$350.00
Tree Inspection	\$50.00
Non-compliance Fee (each time)	\$50.00
HISTORIC PRESERVATION DESIGN REVIEW	
HPC (COA) Certificate of Appropriateness- Staff Approval	\$25.00
Commission approval - demolition or major renovations	\$200.00
Minor renovations	\$100.00
HPC remodeling & additions for accessory structure	\$125.00



Planning and Development Item 13.

FEE SCHEDULE

Effective Date: March 1, 2017	
ITEM	PRICE
PERMITS	
Preliminary Permit for Family Care Home (HO-FCH) & (Family Day Care)	\$150.00
Final Permit Home Occupation Family Care Home (HO-FCH) & (Family Day Care)	\$100.00
Code Enforcement Inspection for (HO-FCH) & (Family Day Care)	Personal care home \$100.00
Second (2nd) Inspection (increases in increments of \$50.00 for each additional inspection)	\$100.00
Home Occupation Special Use Permit	\$150.00
Individual & Commercial Mobile Home Permits	\$75.00
Construction Trailer permit w/approved site plan	\$50.00
Construction Trailer permit if plan needs to be approved	\$100.00
MISCELLANEOUS	
Parking Variance	\$350.00
Re-Advertisement of Application	\$200.00
Zoning Confirmation letter	\$50.00
COPIES	
Wide Format Map/Plan	\$10.00 (per sheet)
Letter (8.5 x 11)	\$0.25 (per sheet)
Legal (8.5 x 14)	\$0.25 (per sheet)
Tabloid (11 x 17)	\$0.50 (per sheet)

APPENDIX E



AUGUSTA ECONOMIC DEVELOPMENT AUTHORITY
OPINION OF PROBABLE CONSTRUCTION COST
February 1, 2023

ITEM NO.	DESCRIPTION	UNIT	UNIT COST	COST
SITE WORK				
1	DEMOLITION OF EXISTING FOUNDATIONS, UTILITIES, PAVING, COMPLETE	LS	\$369,051.50	\$369,051.50
2	SITE EARTHWORK, COMPLETE	LS	\$400,184.50	\$400,184.50
3	BUILDING EARTHWORK, COMPLETE	LS	\$388,911.00	\$388,911.00
4	SITE LIGHTING AND SIGNAGE, COMPLETE	LS	\$32,560.00	\$32,560.00
5	LANDSCAPING, COMPLETE	LS	\$50,000.00	\$50,000.00
6	SITE FENCING (INCLUDES 1 MOTORIZED GATE)	LS	\$42,700.00	\$42,700.00
7	SITE UTILITIES, COMPLETE	LS	\$295,000.00	\$295,000.00

TOTAL COST:	\$1,578,407.00
--------------------	-----------------------



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

January 27, 2023

Mr. Cal Wray, EDFP
President
Augusta Economic Development Authority
1450 Greene Street, Suite 3500
Augusta, GA USA 30901

Dear Mr. Wray,

We appreciate your efforts applying for the DCA OneGeorgia Equity Fund Grant on behalf of the Augusta Regional Airport (AGS). Please accept this letter as AGS' commitment to provide matching funds (approximately \$1,000,000) to support the \$500,000 grant request. Upon board approval, these matching funds will derive from Airport enterprise funds. The funds are on hand and can be expeditiously dispersed to support subsequent project and/or administrative requirements.

If you have additional questions, I can be reached at (706) 796-4040 or via email at hjudon@augustaga.gov.

Sincerely,

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

Herbert L. Judon Jr., A.A.E, IAP, Executive Director
Augusta Regional Airport

April 17, 2023

Mr. Brandon Garrett
Development Authority of Augusta, Georgia
1450 Greene St. Suite 3500
Augusta, Georgia 30901

Re: OneGeorgia Equity Award #23gq-121-5-5133

Dear Mr. Garrett:

Congratulations on the selection of your project as a recipient of an OneGeorgia Equity Award. These funds in the amount of \$500,000 have been approved to assist with the construction of a shovel-ready site at the Augusta Regional Airport.

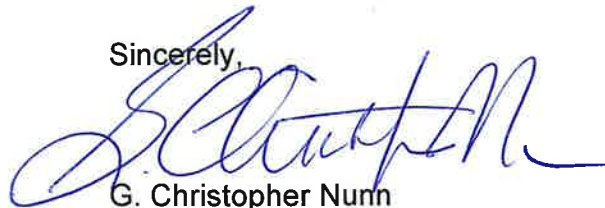
Enclosed are the Statement of Award, Statement of General Conditions, Statement of Special Conditions, and Approved Budget that have been placed on the award drawdown forms, and signature cards along with instructions. You will receive a link for the acceptance of the award to be used in the administration of your project. Please access these documents electronically to print copies of each for the Authority's file.

Please note your acceptance of these contract documents makes you responsible for adherence to all grant requirements.

After careful study of both Statement of Conditions, please acknowledge your acceptance by signing the Statement of Award, Statement of General and Special Conditions, Approved Budget, W-9, Authorization Agreement for Automatic Deposits, and the signature card. Once signed, executed copies of each statement, W-9, Authorization Agreement for Automatic Deposits, and the signature card must be uploaded in GrAAM. Please maintain an executed copy of each document for your records. There is also a copy of the Agreement to Provide Independent Audit Report to be signed and uploaded in GrAAM. The grant award does not become effective until we receive all of these executed copies.

If you have any questions in regard to this grant, please do not hesitate to call Gina Webb, OneGeorgia Director, at 404-387-1429 or Tina Hutcheson at 478-278-9434.

Sincerely,



G. Christopher Nunn
Commissioner

cc: Tina Hutcheson, DCA

Georgia Department of Community Affairs

Item 13.

Statement of OneGeorgia Equity Fund Award

Recipient: Development Authority of Augusta Georgia

Date of Award: 04/17/2023

Equity Funds: \$500,000

Award Number: 23gq-121-5-5133

Type Grant

Award Period: From 04/17/2023 To 04/17/2025

An award is hereby made in the amount and for the period shown above as authorized under O.C.G.A. 50-34-1 et seq. and by resolution of the Board of the OneGeorgia Authority, to the Recipient indicated above, in accordance with the plan set forth in the application submitted by the Recipient and subject to any attached revisions and conditions.

This award is subject to all applicable laws, rules, regulations and conditions prescribed by the OneGeorgia Authority's Equity Fund Regulations and Guidelines as well as all applicable provisions contained in state law. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State and the OneGeorgia Authority consistent with the purposes and authorization of O.C.G.A. 50-34-1.

This award shall become effective on the beginning date of the award period shown above, provided that within thirty (30) days of the award execution date (below), the properly executed original Statement of Equity Fund Award and any attached properly executed revisions and condition statements are returned to the OneGeorgia Authority, Georgia Department of Community Affairs, 60 Executive Park South, NE Atlanta GA 30329.

For the
ONEGEORGIA AUTHORITY
By The Georgia Department of Community Affairs



This award is subject to the approved budget and general conditions. (attached)



This award is subject to special conditions. (attached)


Commissioner

4-17-2023

Date Executed

I, _____, acting under my authority to contract on behalf of the recipient, hereby signify acceptance for the recipient of the above described Award on the terms and conditions stated above or incorporated by reference therein.

Date of Acceptance: _____

Authorized Signature

Title (typed)

Georgia Department of Community Affairs
Statement of OneGeorgia Equity Fund General Conditions

Page 1 of 3

Recipient: Development Authority of Augusta Georgia

Award Number: 23gq-121-5-5133

Item 13.

1. Unless otherwise stated, upon approval of the OneGeorgia Authority, up to 90% of the total award may be drawn down as soon as the award documents are properly executed, special conditions (if any) cleared, and appropriate cost documentation submitted. Draws will be processed on an as-needed basis but no more than twice per week. OneGeorgia reserves the right to withhold payment of the final 10% of the grant award until after completion of the OneGeorgia portion of the project and satisfactory submission of all interim or final reports (depending on overall project status) and copies of cancelled checks, bank statements and/or other appropriate documentation related to the OneGeorgia-funded activities of the project.
2. Recipient's internally adopted procurement procedures must meet applicable state and local requirements (e.g., HB 1079). The procedures will be adhered to and proper documentation shall be maintained in the program file so as to document such adherence.
3. Drawdowns for construction costs and/or professional services shall be disbursed to the recipient subject to OneGeorgia's approval of copies of vendor invoices or paid invoices, properly completed drawdown forms and, if applicable, properly completed certification forms (e.g. AIA or similar). If force-account labor is used, recipient shall provide cost documentation that is certified by the appropriate local government official. This information should include, but not be limited to, the number of labor and/or machinery hours and their hourly rates. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
4. Drawdowns for machinery and/or equipment shall be disbursed to the recipient based on approved unpaid or paid vendor invoices. All invoices must show the recipient as the "bill-to" entity or else be accompanied by secondary documentation (e.g., bill of sale) that indicates title to and ownership of the subject machinery and/or equipment has been transferred to the recipient. All invoices must clearly display either the name of the project, or the OneGeorgia award number.
5. Drawdowns for land acquisition must demonstrate the acquisition cost (e.g., purchase option and/or sales contract). Within 45 days of drawdown, documentation evidencing the land acquisition (i.e., executed settlement statement and a properly recorded deed evidencing the recipient's fee simple title to the land) must be forwarded to the OneGeorgia Authority. If the land was acquired with interim financing, the recipient must submit evidence of secured interim financing (i.e., executed loan papers). In such a case, within 45 days of drawdown, the recipient must provide OneGeorgia with evidence that the interim financing has been paid off (i.e., satisfied or paid promissory note and release of any security interest in the land) and a copy of the recorded deed evidencing the recipient's fee simple title to the land.
6. The recipient agrees to provide for the balance of funding for any cost overruns that exceed award amount.
7. The recipient certifies that all assets financed with OneGeorgia funds will be publicly owned property and that appropriate documentation evidencing such ownership will be available for OneGeorgia review.
8. The recipient certifies that before engaging in any land-disturbing activity and before acquiring real property, it will comply with the Environmental Policy Act (O.C.G.A. § 12-16-1 et seq.) and any other applicable laws and regulations.
9. The recipient certifies that the project is in compliance with the applicable local government's Comprehensive Plan, as approved by the State, is consistent with the applicable community's adopted Service Delivery Strategy and is in compliance with the State's rules governing Developments of Regional Impact. Furthermore, the appropriate local government is a Qualified Local Government as certified by the State.

Date of Acceptance: _____

Title (typed)

Authorized Signature

Name (typed)

Georgia Department of Community Affairs
Statement of OneGeorgia Equity Fund General Conditions

Item 13.

Recipient: Development Authority of Augusta Georgia

Award Number: 23gq-121-5-5133

10. Where applicable, the recipient agrees to obtain approval from the Georgia Environmental Protection Division for the project's plans and specifications as required. The recipient also agrees to obtain all pertinent permits (e.g. soil disturbance, erosion control, etc.).
11. The recipient certifies that no applicable state laws, rules, regulations or applicable local ordinances shall be violated in carrying out this project and expending OneGeorgia funds.
12. The recipient certifies that no conflicts of interest exist with regard to this project. For more information about what constitutes a conflict of interest, consult the OneGeorgia Recipient's Manual.
13. The recipient certifies that without limitation of any other condition, OneGeorgia funds shall not be used to pay the cost of entertainment. Entertainment costs are defined as: "costs of amusements, social activities and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities." This definition includes meal/beverage expenses incurred for meetings which could reasonably have been conducted at a place of business and which did not require the provision of a meal.
14. All applications as well as supporting documentation submitted to the OneGeorgia Authority shall be subject to the provisions governing Georgia Open Records requests. All records pertinent to the OneGeorgia project, whether financial or programmatic, shall be maintained by the recipient for a minimum of three years from the date of formal grant close-out.
15. Local government recipients shall maintain their accounting records in accordance with the *Uniform Chart of Accounts for Local Governments in Georgia*, as mandated under state law (O.C.G.A. § 36-81-3), and all recipients shall undergo an annual financial audit conducted in accordance with Generally Accepted Government Auditing Standards. A Source and Application of Funds Schedule and a Project Cost Schedule for all OneGeorgia funds must be included in the audit report. The recipient shall submit to the OneGeorgia Authority copies of all audits that cover all or part of the award period.
16. Development Authorities with powers set forth in Chapter 62 of Title 36 of the Official Code of Georgia Annotated must adhere to O.C.G.A. § 36-62-7 and any other applicable law or regulation when selling or leasing assets funded in whole or in part with OneGeorgia funds.
17. The OneGeorgia award will remain "open" until the entire project (including activities funded by other sources) is complete. After project completion, OneGeorgia will conduct a close-out site visit of the project to determine the project's consistency with objectives and goals stated in the application. The site visit will also consist of a quantitative measure of the public benefits (e.g. jobs created, private investment). If OneGeorgia funds are used for a "soft" project (e.g. feasibility study), a copy of the OneGeorgia-funded project should be forwarded to the OneGeorgia Authority for review upon completion. If either the site visit or project review is determined to be satisfactory, an award close-out letter will be issued to the recipient.
18. The recipient will be responsible for submitting semi-annual progress reports to the OneGeorgia Authority for the term of the award. These reports are due June 30 and December 31 of each year. Recipients who are not up-to-date on their semi-annual reporting requirements may not be eligible to draw and/or receive funds from the OneGeorgia Authority.

Date of Acceptance: _____

Title (typed)

Authorized Signature

Name (typed)

Georgia Department of Community Affairs

Statement of OneGeorgia Equity Fund General Conditions

Item 13.

Recipient: Development Authority of Augusta Georgia

Award Number: 23gq-121-5-5133

19. The Recipient, by signing these Conditions, is certifying that it will comply with the requirements of O.C.G.A. § 50-36 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. Section 1621, or for federal public benefits, defined in U.S.C. Section 1611, that is administered by an agency or a political subdivision of this state.
20. The Recipient, by signing these conditions, is certifying that it will comply with the requirements of O.C.G.A. § 13-10-91 under Article 3 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. For more information, including a link to the Homeland Security website and the I-9 Form requirements for all new employees, see the OGA Recipient Manual and Forms Page at: <https://www.dca.ga.gov/community-economic-development/funding-programs/onegeorgia-authority>
21. The OneGeorgia Authority expects that all assets constructed, improved and/or purchased with OneGeorgia funds will be used for the approved use for no less than five years from the award date. OneGeorgia should be contacted immediately if there is a proposed change in use. OneGeorgia will require repayment of the award in the event a facility and/or asset is converted to an ineligible use or from public ownership.
22. For EDGE projects only: the recipient certifies that in accordance with Section 413-2.05(6) of the EDGE regulation, it will be accountable for this state EDGE expenditure made in partial consideration of assisting the recipient in fulfilling its mission as outlined in its EDGE application, local inducement resolution and local development agreements.
23. The Equity and EDGE programs generally require all Special Conditions to be cleared before funds can be drawn down. **Requests for drawdown of Equity or EDGE funds must be accompanied by adequate supporting cost documentation (including approved pay request(s) and/or invoices), certified by the Authority to demonstrate local oversight, and copies provided of cancelled checks or EFT payment verification for the cost documentation being submitted. No funds will be paid without complete documentation to support the drawdown request.**

Date of Acceptance: _____

Title (typed)_____
Authorized Signature_____
Name (typed)

Statement of Special Conditions

Recipient Development Authority of Augusta Georgia

Award_No 23gg-121-5-5133

01.

Prior to the drawdown of funds, the recipient must submit for OneGeorgia Authority approval final executed copies of the bid specifications and tabulations and contract(s) (includes copy of executed contract, Bid bond, Performance bond, and Payment bond), for the proposed project. (Please submit all required documents at one time).

Date of Acceptance: _____

Authorized Signature

Name (typed)

Title (typed)

Item 13.

Award Number: 23gq-121-5-5133

Activity Budget

G70-1101-I	Site Preparation	\$500,000
	Budget Total	\$500,000

Currently, the Augusta Regional Airport does not have any shovel-ready sites available that could be utilized to attract new or expanding companies to the airport. This scenario places the airport at a disadvantage for future economic development and industrial recruitment. Therefore, shovel-ready sites, buildings and infrastructure must be made available at the airport to attract companies that will provide jobs, investment, and a better quality of life for Augusta-Richmond County citizens. Our request of \$500,000 in funding will allow the Augusta Regional Airport to construct at least one shovel-ready site within an eight-month time frame to attract new or existing industry to the airport that will create new jobs and new investment in Augusta-Richmond County.

In fact, the Augusta Regional Airport already has one such existing company considering expansion of a current facility to include diversification of operations.

Authorized Signature

Title (typed)

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

PR000452 AGS DCA Grant-Standard Aero Parking Rehab.
 Requesting grant funds offered by the Department of Community Affairs flowing through the Augusta Economic Development Authority. The Airport will construct at least one shovel-ready site within an eight-month time frame to attract new or existing industry to the airport that will create new jobs and new investment in Augusta-Richmond County.
 Cash match \$1,074,410 or 68%, funding source from 551000000-3952110, Fund Balance Appropriations./EEO required: NO/EEO Department Notified: No. *2024 Budget*

Start Date: 01/02/2024 End Date: 04/17/2025
 Submit Date: 09/07/2023 Department: 081 Augusta Regional Cash Match? Y
 Total Budgeted Amount: 1,574,407.00 Total Funding Agency: 500,000.00 Total Cash Match: 1,074,407.00

Sponsor: GM0038 Georgia Dept of Community Affairs
 Sponsor Type: S State
 Purpose: 19 Airport improvement Flow Thru ID: GM0057

Contacts

Type	ID	Name	Phone
I	GMI016	Bingham, Risa	(706)826-4773

Approvals

Type	By	Date
FA	H. JUDON	09/05/2023

Dept. Signature: *Robert L. Judon*Grant Coordinator Signature: *[Signature] 9/7/2023*

- 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

Donna Williams *9-8-2023*
 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

[Signature] *9/12/23*
 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.

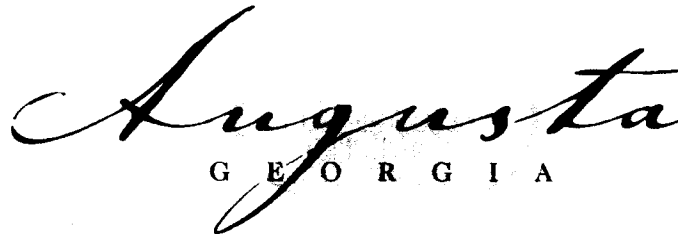


Public Services Committee

October 10, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on September 12, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, September 12, 2023

1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson

Commissioner Sean Frantom

Commissioner Bobby Williams

Commissioner Stacy Pulliam

ABSENT

Commissioner Wayne Guilfoyle

1. **New Ownership/Existing Location: A.N. 23-34:** A request by **Urvashiben Patel** for a retail package **Beer & Wine** License to be used in connection with IN-N-OUT Market Lottery Store located at 2657 Barton Chapel Rd. **District 4. Super District 9.**

It was the consensus of the committee that this item be forwarded to the full Commission with no recommendation.

2. **New Ownership/Existing Location: A.N. 23-35:** A request by **Jayendrakumar Suthar** for a retail package **Beer & Wine** License to be used in connection with Country Corner #10 located at 3735 Mike Padgett Hwy. **District 8. Super District 10.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

3. **New Ownership/Existing Location: A.N. 23-36:** A request by **Irfan Uddin** for a retail package **Beer & Wine** License to be used in connection with Good to Go 6 located at 3671 Peach Orchard Rd. **District 6. Super District 10.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

4. **New Ownership/Existing Location: A.N. 23-37:** A request by **Jay Wolszczak** for an on-premises consumption **Liquor, Beer, & Wine** License to be used in connection with First

Watch #6023 located at 630 Crane Creek Dr Ste 405. There will be Sunday Sales. **District 10. Super District 10.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

5. **Existing Location: A.N. 23-38:** A request by **Emanuel Hatzis** for a consumption on premise **Liquor** License to be used in connection with Manny's Sports Off Broad located at 215 10th Street. There will be **Sunday Sales. District 1. Super District 9.**

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

6. Motion to approve On-Airport Lease Agreement for the term of October 1, 2023, thru September 30, 2043 with the United States Department of Transportation, Federal Aviation Administration (FAA). Approved by the Augusta Aviation Commission on August 24, 2023.

Motion to approve.

Motion made by Pulliam, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

7. Motion to approve "Use of Property" Agreement for 2024 thru 2027 with Augusta Air Show, LLC for the Augusta Air Show. Approved by the Augusta Aviation Commission on August 24, 2023.

Motion to approve.

Motion made by Pulliam, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

8. Motion to approve the Mayor executing an MOU with Ft. Eisenhower (formerly Ft. Gordon) for compatible development criteria.

Motion to approve.

Motion made by Pulliam, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

9. Update on City Serve from the Committee Chairman and any needs from the City of Augusta. **(Requested by Commissioner Sean Frantom)**

Motion to approve receiving this item as information.

Motion made by Pulliam, Seconded by Williams.

It was the consensus of the committee that this item be received as information without objection.

10. Motion to approve the minutes of the Public Services Committee held on August 29, 2023.

Motion to approve.

Motion made by Pulliam, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam

Motion carries 3-0.

11. Discuss BYOB Pedal Pub. (**Requested by Commissioner Jordan Johnson**)

Motion to approve receiving this item as information.

Motion made by Williams, Seconded by Pulliam.

It was the consensus of the committee that this item be received as information without objection.

