



## COMMISSION MEETING AGENDA

Commission Chamber  
Tuesday, March 19, 2024  
2:00 PM

### INVOCATION

Reverend Thurman S. Norville, Jr., Pastor, St. James Methodist Church

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

### RECOGNITION(S)

- A. Congratulations!** 2023-2024 Westside Patriots Boys Basketball Team the Georgia High School Association's 2A State Basketball Champions. **(Requested by Commissioner Bobby Williams)**
- B. Mr. Moses Todd** presentation of \$500 from Plumbing & Steamfitter UA Local Union.150 to Coach Jerry Hunter Westside Patriots High School Boys Basketball Team; 2023-2024 Georgia 2A Champions.

### DELEGATION(S)

- C. Greater Augusta Arts Council's** selected finalists for the Gateway Sculpture at the Sand Bar Ferry Road location.
- D. Mr. Ben Hasan-** Discuss NVS Contract.

### CONSENT AGENDA

*(Items 1-21)*

### PLANNING

- 1. Z-24-04** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by Morton McGann requesting a rezoning from zone **B-1 (Neighborhood Business)** to **zone LI (Light Industrial)** affecting property containing approximately 0.36 acres located at **2228 M L King Boulevard**. Tax Map #072-1-134-00-0.
- 2. Z-24-12** – A request for concurrence with the Augusta Planning Commission to **approve** the petition by JSMG Development, LLC, to remove condition number 1 from previously approved Z-22-50 and rezone the property from zone **R-3B (Multiple-family Residential)** to **zone R-1E (Single-family Residential)** with conditions affecting property containing approximately 6.56 acres located at **3125 Richmond Hill Road**. Tax Map #121-0-005-00-0.

### PUBLIC SERVICES

- 3.** Motion to **approve** 2024 Ground Transportation Agreement with Lyft, Inc. Approved by the Augusta Aviation Commission on February 29, 2024. (**Approved by Public Services Committee March 12, 2024**)
- 4.** Motion to **approve** Gates 3 and 4 Terminal Rehabilitation Project, Change Order No. 1. Approved by the Augusta Aviation Commission on February 29, 2024. (23BFA161) (**Approved by Public Services Committee March 12, 2024**)

### **ADMINISTRATIVE SERVICES**

- 5.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to Vetted Investments and Acquisition to develop new construction of four (4) affordable single family units on Lyman Street. (**Approved by Administrative Services Committee March 12, 2024**)
- 6.** Motion to **approve** the transfer of funds from E911 fund balance to E911 Capital balance in the amount of \$231,418 for the emergency replacement of the power generator at E911 Emergency Services Department by Georgia Power. (**Approved by Administrative Services Committee March 12, 2024**)
- 7.** Motion to **accept** the FY24 GCIP Grant award for Communications Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of \$3,259.50. (**Approved by Administrative Services Committee March 12, 2024**)
- 8.** Motion to **approve** utilizing the state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one Ford F250, at a total cost of \$55,768 from Allan Vigil Ford for the Richmond County Sheriff's Office. (**Approved by Administrative Services Committee March 12, 2024**)
- 9.** Motion to **approve** Housing and Community Development Department's (HCD's) request of **\$72,846.01** to provide funding for the amendment of one (1) agreement involving the installation of one (1) road within the Twiggs Street Corridor identified as **Ace Alley**: part of the Laney Walker/Bethlehem Revitalization Project. Work has been completed. (**Approved by Administrative Services Committee March 12, 2024**)

### **ENGINEERING SERVICES**

- 10.** Motion to **approve** adding Brown Street to the Residential Parking Permit Program per the Augusta, Georgia Code section 3-5-95.11. (**Approved by Engineering Services Committee March 12, 2024**)
- 11.** Motion to **approve** and receive as information attached Exhibit A listed Emergency procured Services for purchase of a Rhythm In-Sync Traffic Signal System for the temporary traffic signal at Washington Rd. and River Ridge Drive. (**Approved by Engineering Services Committee March 12, 2024**)
- 12.** Motion to **approve** payment to Thompson Construction Group for services rendered at the Goodrich Street Raw Water Pumping Station as a sole source procurement. (**Approved by Engineering Services Committee March 12, 2024**)
- 13.** Motion to **approve** Sole Source Procurement of Repair Parts for Hypochlorite Generator. (**Approved by Engineering Services Committee March 12, 2024**)

- 14.** Motion to **approve** Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150) (**Approved by Engineering Services Committee March 12, 2024**)
- 15.** Motion to **approve** award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks Church Rd to Highland Ave.), subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-238 (**Approved by Engineering Services Committee March 12, 2024**)
- 16.** Motion to **approve** proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension. (CO2\_22AUA011) (**Approved by Engineering Services Committee March 12, 2024**)
- 17.** Motion to **approve** contract with Cranston Engineering to perform survey duties related to various USGS River Gaging Stations for \$66,620.00. (**Approved by Engineering Services Committee March 12, 2024**)

## **FINANCE**

- 18.** Motion to **approve** tasking the Administrator to arrange for the Commission to host a meeting to include the Sheriff's Office leadership, Jail administration, Court administration, Judges, the District Attorney's Office, the Solicitor's Office, Probation Services office, Social Services office, Pre-Trail Services and Carl Vinson Institute of Government regarding an effort to discuss ways to clear the backlog of cases in order to help reduce the jail population at the Webster Detention Center. (**Approved by Finance Committee March 12, 2024**).

## **PUBLIC SAFETY**

- 19.** Motion to **award** Bid Item 24-137 Roof Service & Repair for the Augusta Fire Department to Vertex Roofing Company and authorize the Mayor to sign all appropriate documentation. (**Approved by Public Safety Committee March 12, 2024**)

## **PETITIONS AND COMMUNICATIONS**

- 20.** Motion to **approve** the minutes of the Regular Meeting of the Commission held **March 5, 2024** and Special Called Meeting held **March 12, 2024**.

## **APPOINTMENT(S)**

- 21.** Motion to **approve** the appointment to the Keiyonna L. Lighten-Solomon to the Augusta Canal Authority representing **District 2**.

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

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

(Items 22-30)

## **PUBLIC SERVICES**

- 22.** Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination. **(Requested by Commissioner Bobby Williams)**
- 23.** Motion to rescind the 6 months probation for club Climax AKA Club Rain 1855 Gordon Hwy for failure to comply with ARC alcohol ordinance. **(Requested by Commissioner Stacy Pulliam)**

### **ADMINISTRATIVE SERVICES**

- 24.** Motion to approve the award of bid #24-187, Grounds Maintenance Services for Various Facilities and Library Locations to the following compliant vendors for the year 2024 and 2025.
- LEP Contracting, LLP for services to be rendered to the Municipal Building, Public Defender's Office, and Transit Bus Operations Maintenance Facility in the sum of \$54,975.00 for FY24 and \$56,074.50 for FY25.
- Yellowstone Landscape for services to be rendered at Sheriff's Administration and Augusta Judicial Center in the sum of \$37,944.00 for FY24 and \$37,944.00 for FY25.
- A.S.A.P. Landscape Management to perform services for the following library locations: Headquarters Library, Appleby Library, Friedman Library, Maxwell Library in the total amount of \$22,860.00 for FY24 and \$24,573.88 for FY25.
- 25.** Motion to **approve** price proposal Option B, not to exceed the greater of 2.5% of total ESCO Sell Price or minimum of \$250,000, from IBA Consulting Engineers, Inc. dba **NV5 Consultants**.
- 26.** Approve Phase 2 Audit of City-County Buildings by TRANE as it Relates to the Augusta-Richmond County Energy Savings PACT Project. In addition, approve payment of **\$398,00.00** to TRANE for Phase 2 audit. **(No recommendation from Administrative Services Committee March 12, 2024)**

### **ENGINEERING SERVICES**

- 27.** Update on right of way maintenance schedule for 2024 **(Requested by Commissioner Jordan Johnson)**
- 28.** Motion to **approve** the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. (Referred from February 27 Engineering Services Committee) **(No recommendation from Engineering Services Committee March 12, 2024)**
- 29.** Motion to authorize condemnation to acquire a portion of property, for federal highway funded and GDOT administered, Wheeler Road right of way and permanent easement (Parcel 030-0-008-02-0) 3744 Wheeler Road.

### **LEGAL MEETING**

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





## Commission Meeting

March 19, 2024

Westside Patriots Boys Basketball Team

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|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | <b>Congratulations!</b> 2023-2024 Westside Patriots Boys Basketball Team the Georgia High School Association's 2A State Basketball Champions. <b>(Requested by Commissioner Bobby Williams)</b> |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



## Commission Meeting

March 19, 2024

Delegation

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|   |  |
|---|--|
| <b>Department:</b>                                    | N/A  |
| <b>Presenter:</b>                                     | N/A  |
| <b>Caption:</b>                                       | <b>Mr. Moses Todd</b> presentation of \$500 from Plumbing & Steamfitter UA Local Union.150 to Coach Jerry Hunter Westside Patriots High School Boys Basketball Team; 2023-2024 Georgia 2A Champions. |
| <b>Background:</b>                                    | N/A  |
| <b>Analysis:</b>                                      | N/A  |
| <b>Financial Impact:</b>                              | N/A  |
| <b>Alternatives:</b>                                  | N/A  |
| <b>Recommendation:</b>                                | N/A  |
| <b>Funds are available in the following accounts:</b> | N/A  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A  |

**Lena Bonner**

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**From:** Moses Todd <mosestodd921@gmail.com>  
**Sent:** Wednesday, March 13, 2024 5:57 PM  
**To:** Lena Bonner  
**Subject:** [EXTERNAL] Check presentation.

please put Moses Todd from Plumbing & Steamfitter UA Local Union.150 on the agenda to present \$500 check to coach westside boys basketball team.

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



## Commission Meeting

March 19, 2024

Delegation

|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | <b>Greater Augusta Arts Council's</b> selected finalists for the Gateway Sculpture at the Sand Bar Ferry Road location. |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

## AGENDA ITEM REQUEST FORM

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

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

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

|                                     |                                   |                 |           |
|-------------------------------------|-----------------------------------|-----------------|-----------|
| <input checked="" type="checkbox"/> | Commission                        | Date of Meeting | 3-19-2024 |
| <input type="checkbox"/>            | Public Safety Committee           | Date of Meeting | _____     |
| <input type="checkbox"/>            | Public Services Committee         | Date of Meeting | _____     |
| <input type="checkbox"/>            | Administrative Services Committee | Date of Meeting | _____     |
| <input type="checkbox"/>            | Engineering Services Committee    | Date of Meeting | _____     |
| <input type="checkbox"/>            | Finance Committee                 | Date of Meeting | _____     |

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

Name: Greater Augusta Arts Council / Brenda Durant

Address: 1301 Greene Street, Augusta, GA 30904

Telephone Number: (706) 8026-4702

Fax Number: \_\_\_\_\_

E-Mail Address: denise@augustaarts.com

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

Presentation of the finalists for the Gateway Sculpture Project at the Sand Bar Ferry Road location

Invitation to the Meet and Greet with artists and the Arts Council on 3/19/24 in the Linda Beazley Room.

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

**Ms. Lena J. Bonner**

**Clerk of Commission**

**Suite 220 Municipal Building**

**535 Telfair Street**

**Augusta, GA 30901**

**Telephone Number: 706-821-1820**

**Fax Number: 706-821-1838**

**E-Mail Address: nmorawski@augustaga.gov**

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



## Commission Meeting

March 19, 2024

Delegation

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|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | <b>Mr. Ben Hasan-</b> discussion of NVS Contract. |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



## AGENDA ITEM REQUEST FORM

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

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

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

|   |   |
|---|---|
| <input checked="" type="checkbox"/> Commission<br><input type="checkbox"/> Public Safety Committee<br><input type="checkbox"/> Public Services Committee<br><input type="checkbox"/> Administrative Services Committee<br><input type="checkbox"/> Engineering Services Committee<br><input type="checkbox"/> Finance Committee | Date of Meeting <u>3-11-2024</u><br>Date of Meeting _____<br>Date of Meeting _____<br>Date of Meeting _____<br>Date of Meeting _____<br>Date of Meeting _____ |
|---|---|

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

Name: Ben Hasan  
 Address: 3529 Monte Carlo Dr.  
 Telephone Number: 706-831-7828  
 Fax Number: \_\_\_\_\_  
 E-Mail Address: bzhasan54@yahoo.com

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

Discuss RVV5 Contract  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

|   |  |
|---|--|
| <b>Ms. Lena J. Bonner</b><br><b>Clerk of Commission</b><br><b>Room 806 Municipal Building</b><br><b>530 Greene Street</b><br><b>Augusta, GA 30901</b> | <b>Telephone Number:</b> 706-821-1820<br><b>Fax Number:</b> 706-821-1838<br><b>E-Mail Address:</b> nmorawski@augustaga.gov |
|---|--|

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



## Commission Meeting

March 19, 2024

Item Name: Z-24-04

|   |   |
|---|---|
| <b>Department:</b>                                    | Planning & Development  |
| <b>Presenter:</b>                                     | Carla Delaney, Director   |
| <b>Caption:</b>                                       | <b><u>Z-24-04</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE the petition by Morton McGann requesting a rezoning from zone B-1 (Neighborhood Business) to zone LI (Light Industrial) affecting property containing approximately 0.36 acres located at 2228 M L King Boulevard. Tax Map #072-1-134-00-0.   |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | <ol style="list-style-type: none"> <li>1. A site plan is required before the zoning can be implemented. The landscape requirements must also be met before the rezoning and business license can be updated.</li> <li>2. All off-street parking shall meet the parking standards set forth in Section 4 of the Comprehensive Zoning Ordinance.</li> <li>3. No vehicles may be stored on the property. No vehicles may be serviced within 50ft of the R-residential zone boundary</li> </ol> |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

Hearing Date: March 4, 2024

Case Number: Z-24-04

Applicant: Morton McGann

Property Owner: Morton McGann

Property Address: 2228 M L King Jr. Blvd.

Tax Parcel No(s): 072-1-134-00-0

Current Zoning: B-1 (Neighborhood Business)

Fort Eisenhower Notification Required: N/A

Commission District 2: Stacy Pulliam

Super District 9: Francine Scott



| REQUEST  | PROPOSED USE/ACTIVITY              | APPLICABLE COMPREHENSIVE ZONING<br>ORDINANCE SECTION(S) |
|--|------------------------------------|---|
| Rezone from B-1 (Neighborhood Business) to LI (Light Industry) | Automobile Sales Lot & Repair Shop | Section 23  |

#### SUMMARY OF REQUEST:

The petition seeks to rezone 0.36 acres. The property contains a 1,200 square foot commercial building where an automotive business is currently operating. The request to change the zoning from B-1 (Neighborhood Business) to LI (Light Industry) is to allow for an automobile sales lot and repair shop on the property.

#### COMPREHENSIVE PLAN CONSISTENCY:

This property is part of the South Turpin Hill neighborhood which is located within the Old Augusta Character Area. Re-development is occurring in many of the well-established neighborhoods of the Old Augusta Character Area. The 2023 Comprehensive Plan's vision for the Old Augusta Character Area will be to continue re-development in some neighborhoods and maintain stability in others, by removing deteriorated and dilapidated structures, construct new or rehabilitate existing single-family housing, as well as new medium and high-density housing, additional commercial and office development, and new civic and institutional facilities. The vision also includes establishing new commercial and office uses, and civic and institutional facilities to allow for more shopping and employment opportunities. Underutilized parcels should be redeveloped in a manner consistent with the overall vision and with respect for existing development patterns and the historic architecture in the area.

#### FINDINGS:

1. There is an automotive business currently operating on the property.
2. According to previous licensing records from the City of Augusta Planning & Development Department, a used auto sales business operated on the property from 2017 to 2019.

3. K & P Auto Machine Shop neighbors the property on its east side and is currently zoned LI (Light Industry). Another automotive business zoned B-1 is located beside it approximately 200 feet from the property near the intersection of Martin Luther King Jr Boulevard and Fifteenth Street. There are two automotive businesses located approximately a quarter of a mile northeast of the property along Fifteenth Street, plus two more located approximately a tenth of a mile west towards Milledgeville Road.
4. The adjacent property is zoned R-3A (Multiple-Family Residential).
5. Martin Luther King Jr Boulevard is identified as a principal arterial route.
6. The nearest transit stop along Route 6 is located approximately 313 yards west of the property.
7. Public water and sewer are present in the area.
8. The subject property is not within a flood zone.
9. There are no wetlands present on the subject property.
10. The proposal is consistent with aspects of the 2023 Comprehensive Plan and is compatible with surrounding zoning and land uses.
11. At the time of completion of this report staff has not received any inquiries regarding this application.

**RECOMMENDATION:** The Planning Commission recommends **APPROVAL** of the rezoning request changing the zoning of the property from B-1 to LI with the following conditions:

1. A site plan is required before the zoning can be implemented. The landscape requirements must also be met before the rezoning and business license can be updated.
2. All off-street parking shall meet the parking standards set forth in Section 4 of the Comprehensive Zoning Ordinance.
3. No vehicles may be stored on the property. No vehicles may be serviced within 50ft of the R-residential zone boundary.

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

# Letter of Intent

Morton McGann  
2228 Martin Luther King Blvd.  
Augusta, GA 30904  
(706) 288-07347  
Email: [23psalm27@gmail.com](mailto:23psalm27@gmail.com)

Augusta Department of Planning and Development  
535 Telfair Street, Suite 300  
Augusta, GA 30901

Re: Letter of Intent for Zoning

To Whom it May Concern:

I am writing to express my intent to request a zoning change for the property located at 2228 Martin Luther King Blvd., Augusta Ga 30904, currently zoned as B1, to be reclassified as LI. The purpose of this requested change is to facilitate the sale and repair of vehicles on the premises.

The primary motivation behind this proposal is to align the property use with the evolving needs of the community and to contribute positively to the local economy. The shift from B1 to LI zoning would enable me to establish a business that not only meets the demand for vehicle sales and repairs, but also enhances the overall commercial landscape of the area.

I understand the importance of adhering to zoning regulations and assure you that the proposed activities will be conducted responsibly, taking into consideration any potential impact on the surrounding environment and community.

To support this request, I am prepared to provide detailed plans outlining how the property will be utilized for vehicle sales and repair, as well as any necessary environmental impact assessments. Additionally, I am committed to collaborating closely with the local community to address any concerns and ensure that the proposed changes align with the long-term interest of the neighborhood.

I kindly request a meeting to discuss this matter further and explore the steps required to initiate the zoning change process. Your guidance and insights will be invaluable as I work towards obtaining the necessary approvals.

Thank you for your time and consideration.

Sincerely,

Morton McGann




Planning Commission  
Z-24-04  
March 4, 2024

2228 MLK Boulevard

Aerial

Legend

 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
2/13/2024 MH18072

Augusta, GA Disclaimer

The data represented on this map has been compiled by the best methods available. Accuracy is contingent upon the source information as compiled by various agencies and departments both internal and external to the City of Augusta, GA. Augusta, GA and the companies contracted to create this map are not responsible for the accuracy or the information or accuracy contained on this map. It is hereby acknowledged that the City of Augusta, GA does not warrant, sell or reproduce these maps or data for any reason without the written consent of the Augusta-Richmond County Commission.



0 100 Feet

Item 1.



**Request:** A Change of Zoning from Zone B-1 (Neighborhood Business) to Zone LI (Light Industrial) affecting property containing approximately 0.36 acres located at 2228 MLK Boulevard.

Prepared by: Morton McCann  
Contact: 072-1-134-00-0




Planning Commission  
Z-24-04  
March 4, 2024

2228 MLK Boulevard

Current Zoning


Legend

 Subject Property

### Zoning Classification

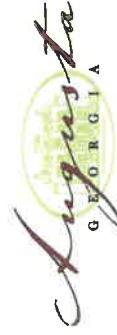
 A: Agriculture

 B-1: Neighborhood  
Business

 B-2: General Business

 LI: Light Industry

 R-1A: One Family  
Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
2/13/2024 MH18072

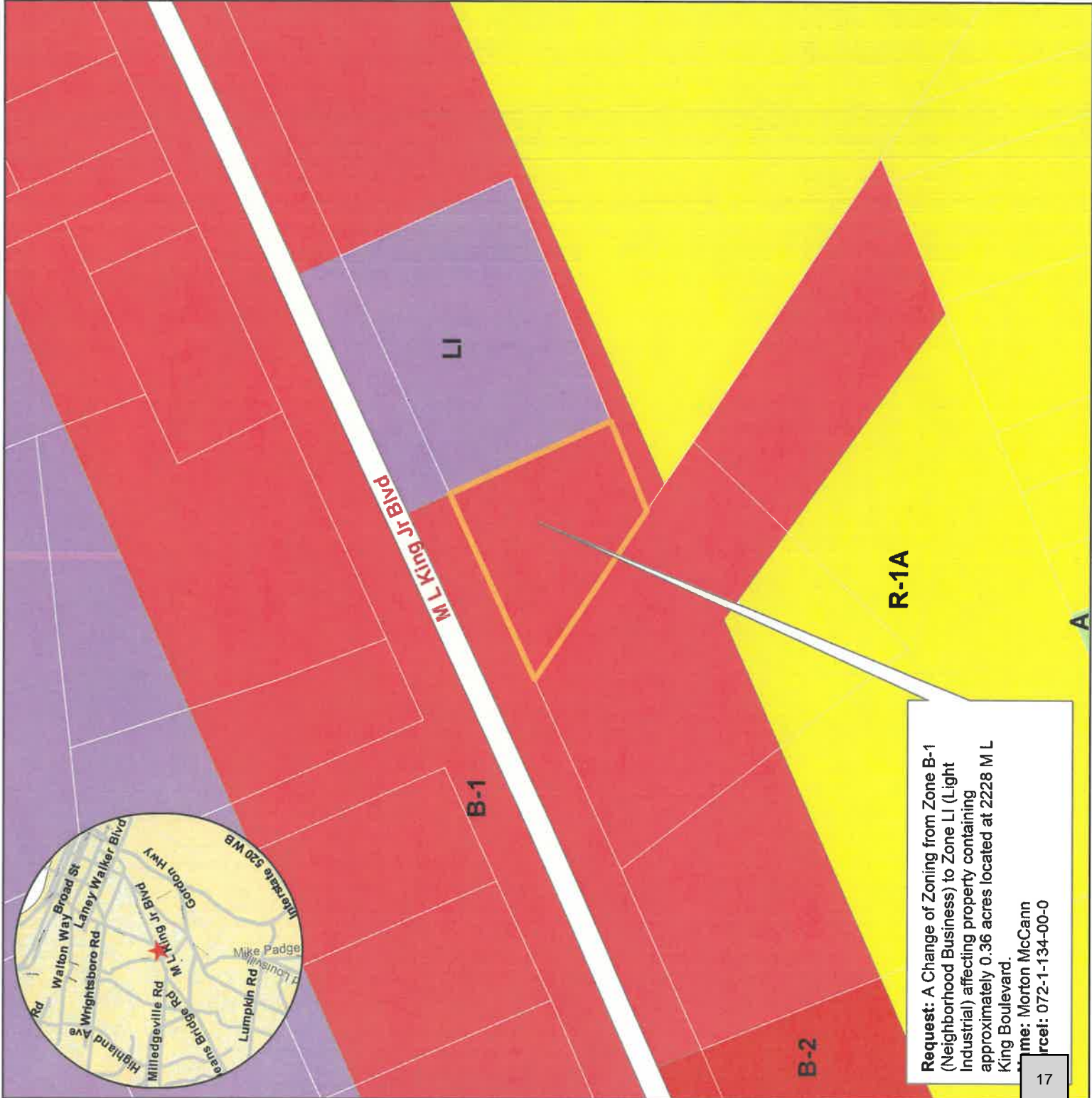
Augusta, GA Disclaimer

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



Item 1.

0 100 Feet



**Request:** A Change of Zoning from Zone B-1 (Neighborhood Business) to Zone LI (Light Industrial) affecting property containing approximately 0.36 acres located at 2228 M L King Boulevard.


Time: Morton McCann  
Parcel: 072-1-134-00-0

Planning Commission  
Z-24-04  
March 4, 2024

2228 MLK Boulevard

Future Zoning


Legend

 Subject Property

### Zoning Classification

 A: Agriculture

 B-1: Neighborhood  
Business

 B-2: General Business

 LI: Light Industry

 R-1A: One Family  
Residential



Produced By: City of Augusta  
Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
2/13/2024 MH18072

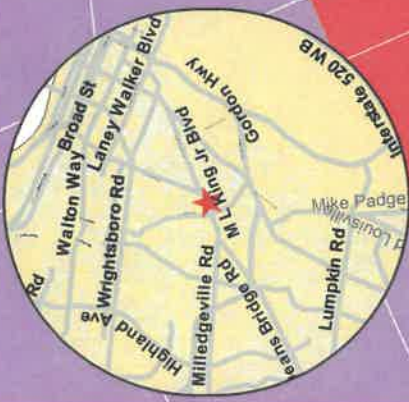
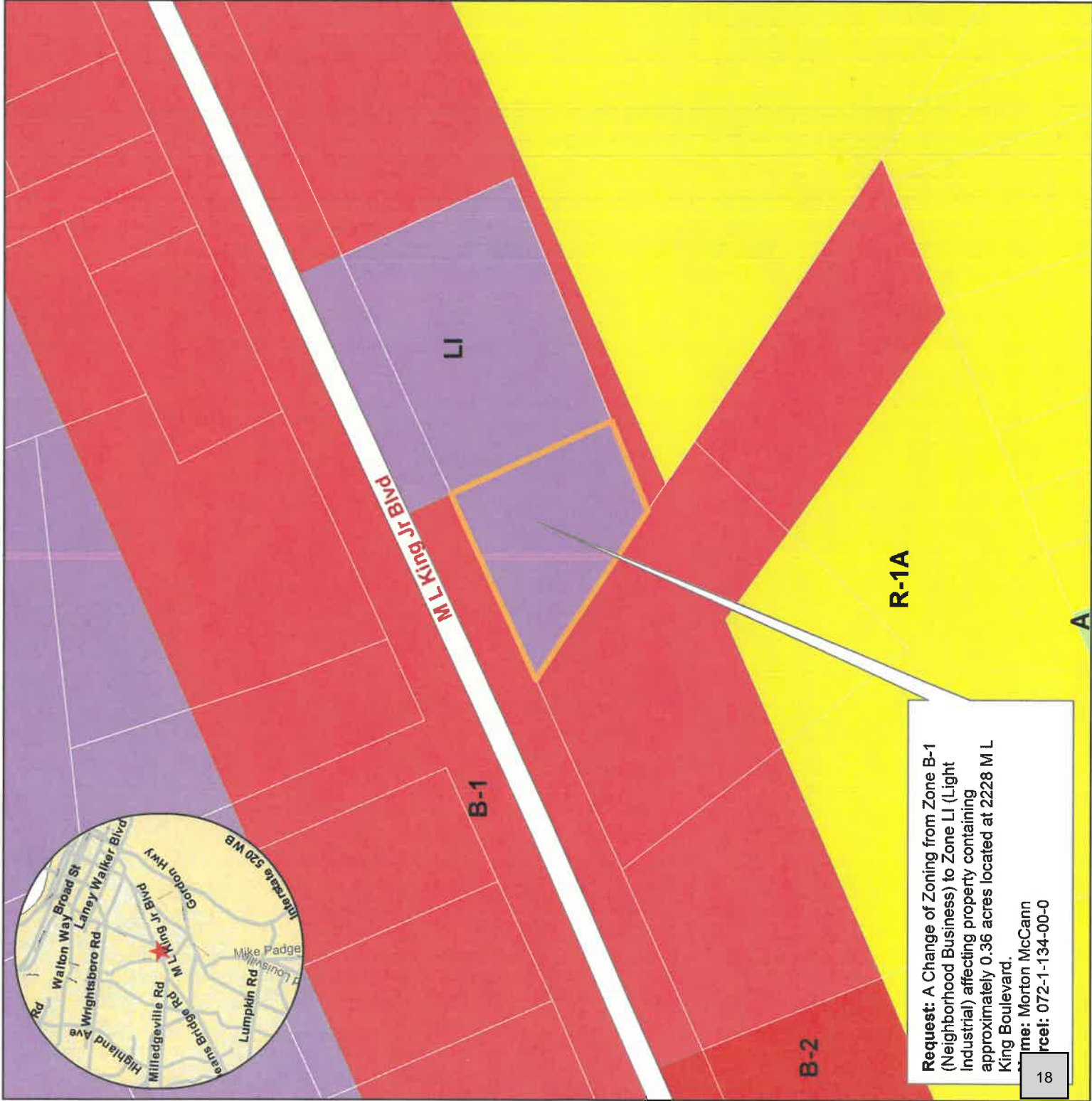
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Item 1.

0 100 Feet



**Request:** A Change of Zoning from Zone B-1 (Neighborhood Business) to Zone LI (Light Industrial) affecting property containing approximately 0.36 acres located at 2228 M L King Boulevard.  
Name: Morton McCann  
Parcel: 072-1-134-00-0





TheStarCare  
Come Care You  
Can Count On.  
1-428-6004  
www.starcare.org



## Commission Meeting

March 19, 2024

Item Name: Z-24-12

|   |  |
|---|--|
| <b>Department:</b>                                    | Planning & Development   |
| <b>Presenter:</b>                                     | Carla Delaney, Director  |
| <b>Caption:</b>                                       | <b><u>Z-24-12</u></b> – A request for concurrence with the Augusta Planning Commission to APPROVE the petition by JSMG Development, LLC, to remove condition number 1 from previously approved Z-22-50 and rezone the property from zone R-3B (Multiple-family Residential) to zone R-1E (Single-family Residential) with conditions affecting property containing approximately 6.56 acres located at 3125 Richmond Hill Road. Tax Map #121-0-005-00-0.   |
| <b>Background:</b>                                    | N/A  |
| <b>Analysis:</b>                                      | N/A  |
| <b>Financial Impact:</b>                              | N/A  |
| <b>Alternatives:</b>                                  | N/A  |
| <b>Recommendation:</b>                                | <ol style="list-style-type: none"> <li>1. The proposed townhome community shall substantially comply with the conceptual site plan submitted with the rezoning application.</li> <li>2. The minimum lot width shall be 26 feet, and the maximum number of dwelling units shall be 39.</li> <li>3. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.</li> <li>4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.</li> <li>5. There shall be a minimum of 3 different facades used throughout the development.</li> </ol> |
| <b>Funds are available in the following accounts:</b> | N/A  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A  |



Hearing Date: March 4, 2024

Case Number: Z-24-12

Applicant: JSMG Development, LLC

Property Owner: JSMG Development, LLC

Property Address: 3125 Richmond Hill Rd.

Tax Parcel No(s): 121-0-005-00-0

Current Zoning: R-3B (Multiple-Family Residential)

Fort Eisenhower Notification Required: N/A

Commission District 5: Bobby Williams

Super District 9: Francine Scott



| REQUEST  | PROPOSED USE/ACTIVITY   | APPLICABLE COMPREHENSIVE ZONING ORDINANCE SECTION(S) |
|--|-------------------------|--|
| Amend condition #1 in zoning case Z-22-50 to revise the conceptual plan in the R-3B zone | Single-Family Townhomes | Section 17   |

#### SUMMARY OF REQUEST:

The petition seeks to amend condition #1 in zoning case Z-22-50 to revise the conceptual plan for the 6.56-acre property located on Richmond Hill Road just south of the Bobby Jones Expressway overpass. The conceptual plan was previously approved for a two-story apartment complex consisting of 112 units whereas the revision proposes to construct nine (9) one-story buildings that will consist of 39 townhomes for fee simple ownership, as well as a dog park. Furthermore, a 50-foot buffer is proposed to be provided along the right-of-way of Richmond Hill Road as well as 40% of the property dedicated to open space.

#### COMPREHENSIVE PLAN CONSISTENCY:

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

**FINDINGS:**

1. The applicant is requesting to modify the conceptual plan submitted with the previously approved zoning case Z-22-50 in which the 6.56-acre property was rezoned from R-1A (One-Family Residential) to R-3B (Multiple-Family Residential).
2. Approval of the zoning request would allow the revision of the conceptual plan to include townhomes.
3. According to the revised conceptual plan submitted with the application, 39 one-story residential townhomes are being proposed for the property including ten (10) guest parking spaces and a dog park.
4. According to Augusta Fire Department and Plans Examiner, the cul-de-sacs must measure at least 96 feet in diameter whereas one shown on the revised conceptual plan submitted with the application is 80 feet in diameter.
5. There are existing single-family homes across Richmond Hill Road to the east zoned R-1A (One-Family Residential) and existing commercial use and vacant land to the south zoned B-2 (General Business). The property directly to the southwest and west has existing industrial uses including a borrow pit mining operation with HI (Heavy Industry) zoning.
6. The revised conceptual plan submitted with the application shows a 50-foot landscape buffer along Richmond Hill Road to shield the townhome community from the single-family residential homes located across Richmond Hill Road.
7. Based on comments received by the Traffic Engineer, it has been determined that a Traffic Impact Study is not required at this time. A deceleration lane and passing lane may be required during the site plan approval process.
8. Richmond Hill Road is identified as a minor arterial route.
9. Public water and sewer are present in the area.
10. The subject property is not within a flood zone.
11. There are no wetlands present on the subject property.
12. The proposal is consistent with aspects of the 2023 Comprehensive Plan and compatible with surrounding zoning and land uses.
13. At the time of completion of this report, staff received inquiries regarding this application.

**RECOMMENDATION:** The Planning Commission recommends rezoning the property from R-3B (Multiple-Family Residential) to R-1E (One-Family Residential), and the removal of condition number 1 from Z-22-50, with the following conditions:

1. The proposed townhome community shall substantially comply with the conceptual site plan submitted with the rezoning application.
2. The minimum lot width shall be 26ft. Maximum number of dwelling units at 39.



3. Approval of this rezoning request does not constitute approval of the conceptual site plan submitted with the rezoning application. The proposed development shall obtain site plan approval in compliance with Site Plan Regulations of Augusta, Georgia prior to construction commencing on the property.
4. The development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, as amended, at the time of development.
5. There shall be a minimum of 3 different facades used throughout the development.

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

## **Narrative**

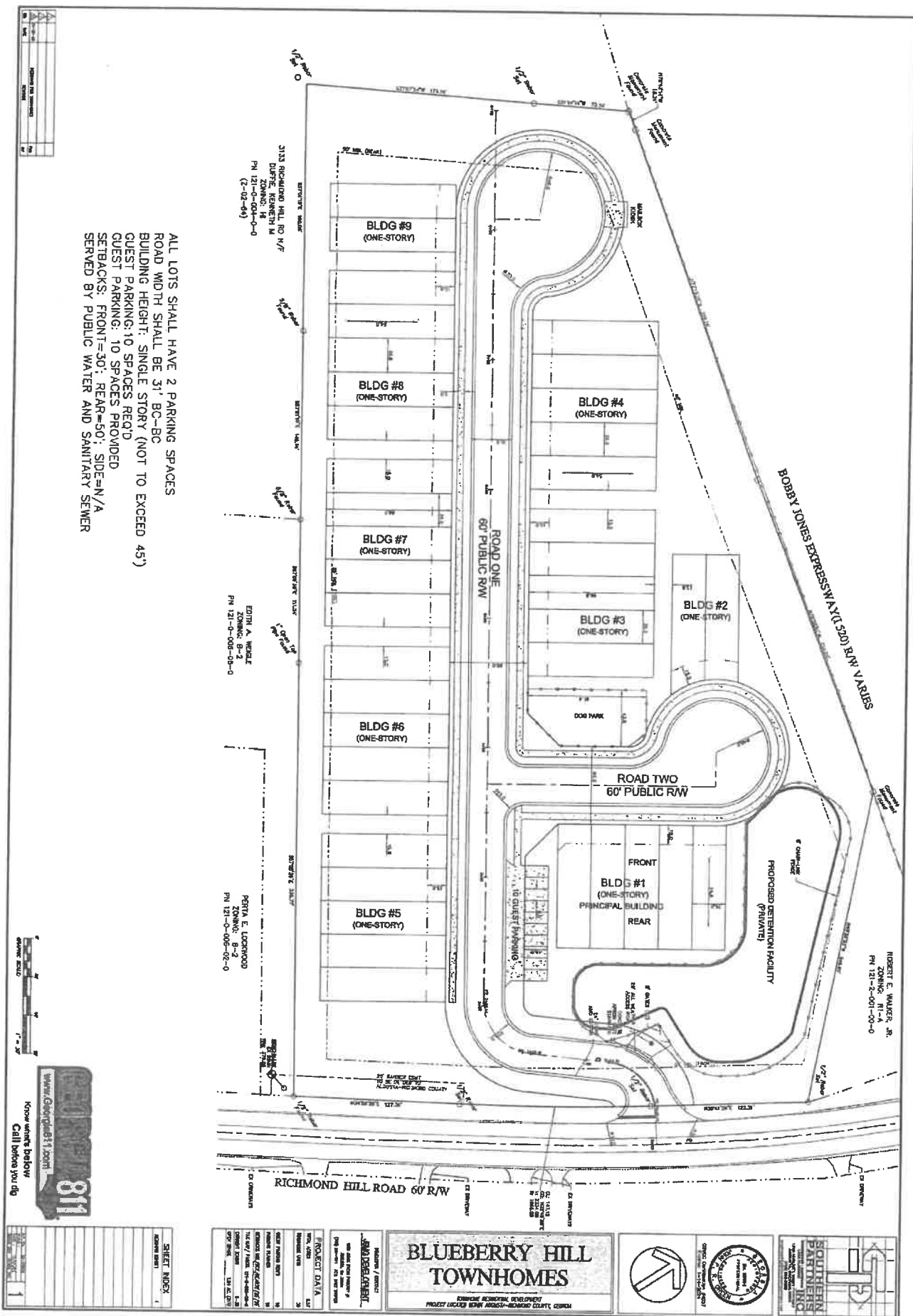
JSMG Development is submitting a rezoning application to Augusta-Richmond County to modify the zoning case Z-22-50. The request is to modify condition #1 to revise the concept plan. The approved concept plan was for 112 apartments. The proposed development will consist of 9 buildings with a total of 39 townhomes and a dog park. The dog park and all common areas will be owned and maintained by a Homeowners Association. The property is on Richmond Hill Road just south of the Bobby Jones Expressway overpass and is served by public water and sanitary sewer. The northern side is bounded by a small vacant residential parcel and the Bobby Jones Expressway right of way. The western boundary is a borrow pit mined for materials. The southern boundary includes a portion of the borrow pit and other businesses. A 50' buffer is proposed to be provided along the right-of-way of Richmond Hill Road. In addition, 40% of the property will be open space.

### **Existing zoning:**

The existing zoning of the parcel is R-3B as shown on the provided exhibit. The zonings of the parcels adjacent to the parcels being requested to be rezoned are HI (Heavy Industrial) to the west, R-1A (Single Family Residential) to the north and B-2 (General Business) to the south.

### **Proposed zoning:**

It is being requested that the zoning case Z-22-50 on tax parcel 121-0-005-00-0, 6.56 acres be modified to revise the concept plan for townhomes as shown on the exhibit.






Planning Commission  
Z-24-12  
March 4, 2024

3125 Richmond Hill Road

Aerial

Legend

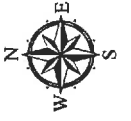
 Subject Property



Produced By: City of Augusta  
Planning & Development Department  
535 Teifair Street Suite 300  
Augusta, GA 30901  
2/13/2024 MH18072

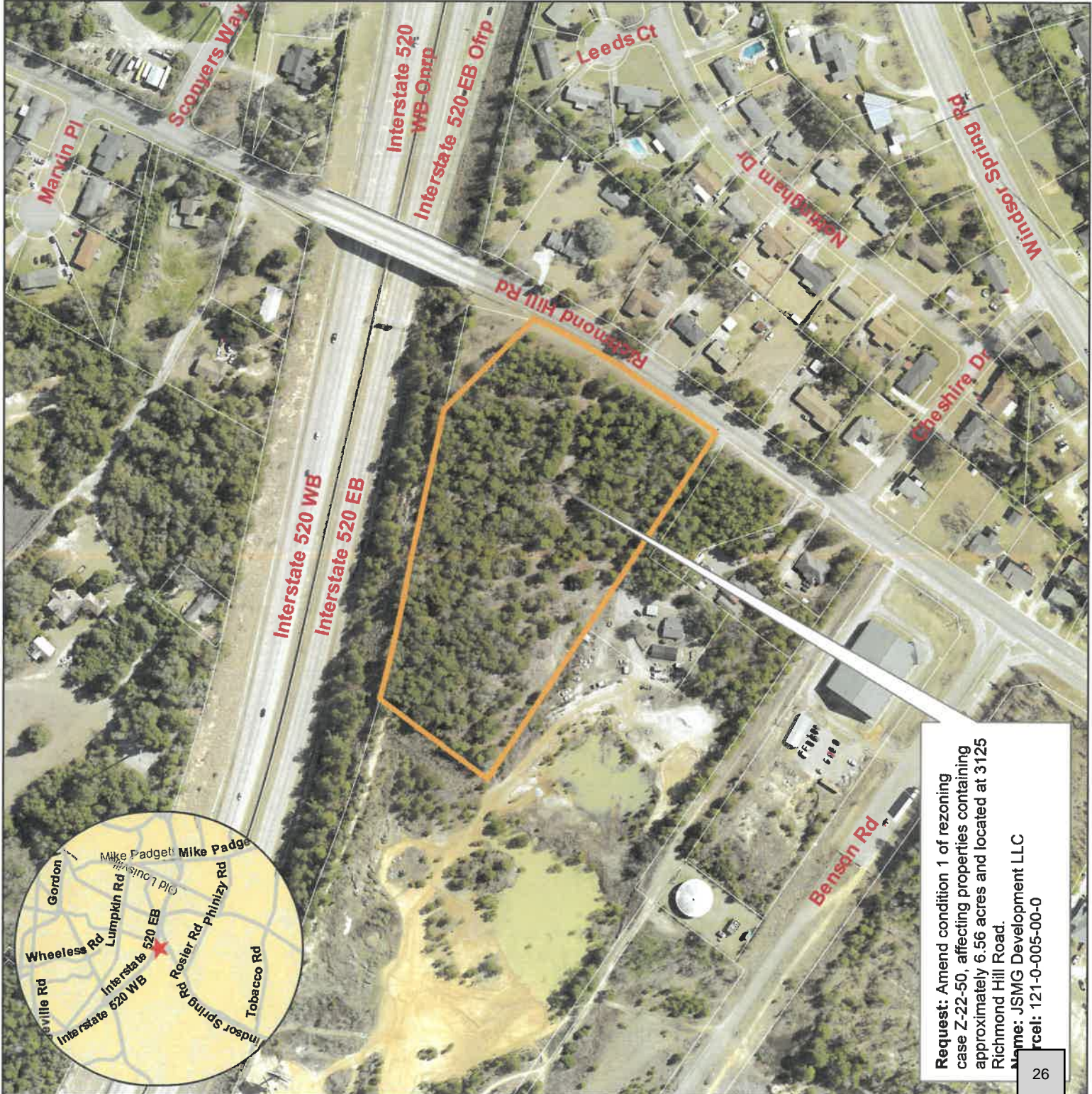
Augusta, GA Disclaimer

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0 400 ft

Item 2.



**Request:** Amend condition 1 of rezoning case Z-22-50, affecting properties containing approximately 6.56 acres and located at 3125 Richmond Hill Road.  
**Name:** JSMSG Development LLC  
**Parcel:** 121-0-005-00-0



**Planning Commission**


**Z-24-12**

**March 4, 2024**

**3125 Richmond Hill Road**


**Current Zoning**

**Legend**

 Subject Property


**Zoning Classification**

 B-1: Neighborhood Business

 B-2: General Business

 HI: Heavy Industry

 R-1A: One Family Residential

 R-3B: Multiple-Family Residential



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Planning & Development Department  
535 Telfair Street Suite 300  
Augusta, GA 30901  
2/13/2024 MH18072

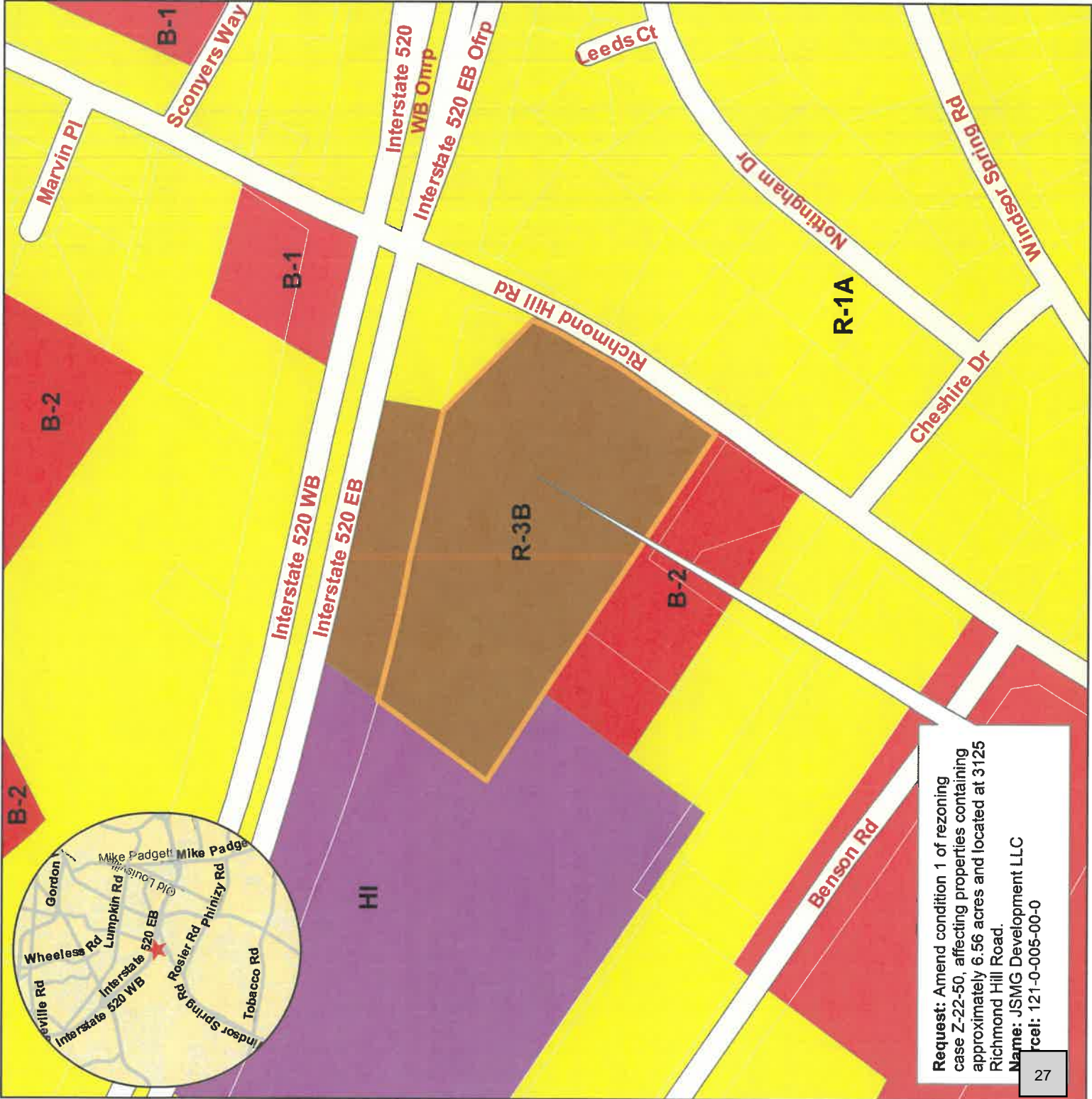
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Item 2.

0 400 Feet



**Request:** Amend condition 1 of rezoning case Z-22-50, affecting properties containing approximately 6.56 acres and located at 3125 Richmond Hill Road.  
**Name:** JSMG Development LLC  
**Parcel:** 121-0-005-00-0





Item 2.









## Commission Meeting

March 19, 2024

Augusta Regional Airport

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|   |   |
|---|---|
| <b>Department:</b>                                    | Augusta Regional Airport – 2024 Ground Transportation Agreement with Lyft, Inc.   |
| <b>Presenter:</b>                                     | Herbert Judon   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> 2024 Ground Transportation Agreement with Lyft, Inc. Approved by the Augusta Aviation Commission on February 29, 2024. ( <b>Approved by Public Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | The current 2023 Ground Transportation Permits will expire on April 30, 2024. Lyft, Inc. is a transportation network company (TNC) who provides transportation network services at the Airport wherein the network provided by Lyft, Inc. connects passengers with prearranged transportation services offered by individual drivers through the use of application software (app) on a smartphone or similar electronic device. The term of this Agreement is three (3) years and will commence on May 1, 2024.  |
| <b>Analysis:</b>                                      | Last year, we added a \$2 drop-off fee in addition to the \$2 pick-up fee that had been in place since 2017. Because of this, Lyft was interested in a longer-term agreement, so we agreed to a 3-year agreement, with the option to negotiate the fees on a yearly basis if both parties agree. This Agreement includes a Data Interface Agreement to allow the Transportation Security Clearinghouse (who holds a separate agreement with the Airport), to monitor and collect trip data from Lyft, Inc.'s application software. The permit shall expire on April 30, 2027. |
| <b>Financial Impact:</b>                              | This is a money in / receivables action for the Airport.  |
| <b>Alternatives:</b>                                  | To deny.  |
| <b>Recommendation:</b>                                | Recommend Approval. Approved by the Augusta Aviation Commission on February 29, 2024.   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

**2024 GROUND TRANSPORTATION AGREEMENT  
BETWEEN THE AUGUSTA AVIATION COMMISSION FOR THE AUGUSTA  
REGIONAL AIRPORT & AND LYFT, INC.**

This Agreement (“Agreement”), is made and entered into, to be effective \_\_\_\_\_, 2024, by and between Augusta, Georgia (“Augusta”), a political subdivision of the State of Georgia, acting by and through the Augusta Aviation Commission for the Augusta Regional Airport (“Airport”) and Lyft, Inc., a corporation organized and existing under the laws of the state of Delaware (“TNC”).

**WHEREAS**, the Augusta Aviation Commission operates the Augusta Regional Airport; and

**WHEREAS**, Lyft, Inc., is a Transportation Network Company (TNC) who has expressed a desire to provide transportation network services at the Airport wherein the network provided by TNC will connect passengers with prearranged transportation services offered by individual drivers ("TNC Drivers"); and

**WHEREAS**, the Augusta Aviation Commission has adopted Policies and Procedures regarding the provision of Grounds Transportation services at the Airport to which all Ground Transportation providers must adhere; and

**WHEREAS**, the Augusta Aviation Commission has agreed to grant TNC the ability to offer its mobile application services (“App”) at the Airport, and grant TNC drivers the privilege to provide on-demand transportation services using TNC’s App at the Airport.

**NOW THEREFORE**, for and in consideration of the terms and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1.  
USES AND PRIVILEGES**

1.1 The purpose of this Agreement is to ensure that the Airport’s commercial ground transportation operations provide a high level of customer transport and services that are representative of a world class airport and to make effective and efficient use of the Airport’s

Commercial Ground Transportation Lot and its roadways.

1.2 Subject to the terms of this Agreement, Augusta hereby grants a revocable, non-exclusive Permit to TNC as a Commercial Ground Transportation TNC in the classification of a Transportation Network Company.

1.3 During the term of this Agreement, TNC shall have a non-exclusive, revocable Permit solely to (i) operate subject to the Airport's Grounds Transportation Rules (as defined herein), at the Airport utilizing smart phone mobile application technology to connect passengers with prearranged transportation services for hire; and (ii) permit TNC Drivers to transport such passengers and/or their personal baggage to and/or from the Airport in TNC Drivers' vehicles; and (iii) permit TNC Drivers to use common-use Airport roadways for ingress and egress to and from the Airport; and (iv) to utilize its technology to track and report, on a monthly basis, the number of pickups at the Airport's Terminal by TNC Drivers who accept trip requests on its platform; and (v) permit TNC Drivers to pick up passengers and/or their personal baggage with vehicles when active on the TNC's network.

1.4 All TNC Drivers shall comply with all applicable requirements of all Federal, state, local laws and the Airport's Rules and Regulations. If the TNC is notified that a TNC Driver has violated a requirement of a Federal, state, or local law and fails to take reasonable steps to immediately address the non-compliance, the Airport may terminate this Agreement in accordance with Section 9.

## **2.** **TERM**

Upon execution of this Agreement, TNC will be authorized to conduct business at the Airport for a period not to exceed three (3) years from the date of execution of this Agreement, unless terminated by virtue of superseding laws or regulations or violations of the Airport Grounds Transportation Rules, Operating Rules or applicable federal regulations. Notwithstanding the foregoing, either Party may terminate this Agreement without cause upon thirty days' advance written notice to the other.

## **3.** **FEES AND CHARGES**

3.1 TNC shall pay to Airport, for the privilege of operating at the Airport:

1. An amount equal to Two Dollars and no/100 (\$2.00) per pick up (regardless of the number of passengers) anywhere on the Airport's property, and
2. An amount equal to Two Dollars and no/100 (\$2.00) per drop off (regardless of the number of passengers) anywhere on the Airport's Property
3. The fees and charges stated herein shall be subject to negotiation on an annual basis, at the Airport's sole discretion, upon the Airport providing TNC with notice sixty (60) days prior to the end of each year of this Lease.

3.2. The Airport has engaged the services of a Clearinghouse to provide tracking and monitoring services for all TNCs. TNC shall comply with the procedures established by the Clearinghouse for billing and payment of Trip Fees, consistent with this Permit and the Airport Rules, including, without limitation, the Data Interface Agreement attached as Exhibit A hereto and incorporated by reference herein. Within fifteen (15) days of the close of each calendar month, the TNC shall upload a self-report of all pick-ups that took place within the Airport's Geo-Fence for the previous month into the Clearinghouse ABT website.

3.3 TNC shall utilize the Monthly Financial Upload Template required by the Clearinghouse. Additionally, not later than fifteen (15) days after the close of each calendar month, TNC shall initiate payment to the Clearinghouse for all self-reported trips. On a monthly basis, the Clearinghouse may determine whether there is a difference between the number of pickups reported in TNC's self-reports and the data provided to the Clearinghouse.

3.4 During the first sixty (60) days of operation (the "Conformance Period"), the TNC and the Clearinghouse will take all reasonable effort to work to improve and ensure the accuracy of transactional reporting and reconciliation. During the Conformance Period, TNC shall pay the Clearinghouse based on the TNC's monthly self-reports, unless there are discrepancies that exceed twenty percent (20%), in which case all parties will conduct a detailed reconciliation of transactional reporting to determine the exact amount owed to the Airport. After the Conformance Period, TNC shall pay the Clearinghouse based on the TNC's monthly self-reports, and the Clearinghouse may determine whether the data provided to the Clearinghouse is within a five percent (5%) difference for that month compared to TNC's monthly self-report. If the data is within

the five percent (5%) difference for that month, no additional payment will be due. If the Clearinghouse data is over the five percent (5%) difference for that month, the Clearinghouse and the TNC shall work collaboratively to understand the source of the discrepancy. If the Clearinghouse determines the Airport is owed additional funds, the Clearinghouse shall invoice the TNC for the discrepant amounts. If the Clearinghouse determines the Airport owes a reimbursement to the TNC for an overpayment, the TNC may credit the discrepant amounts against future invoices. If an outage in data occurs, the Clearinghouse and the TNC shall mutually agree to a methodology to account for such outages. Both the Clearinghouse and TNC shall take commercially reasonable efforts to minimize outages.

3.5 TNC agrees to maintain and make available to Airport at TNC's place of business or a mutually agreed upon third party location, during regular business hours, accurate and detailed books and accounting records reflecting its performance of its obligations under Section 4 of this Agreement, which shall be kept in accordance with generally accepted accounting principles. Upon Airport's reasonable prior written request, which shall not occur more than once per calendar year, TNC shall permit the Airport to audit and examine such books and records relating to its performance of its obligations under Section 4 of this Agreement at TNC's place of business or a mutually agreed upon third party location. TNC shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years from the expiration of this Agreement or the last date of operations at the Airport, whichever is later; but in no event shall Operator be required to maintain such data and records for a period in excess of seven (7) years.

Should any examination, inspection, and/or audit of TNC's books and records by Airport disclose any underpayment by TNC in excess of three percent (3%) of the total Trip Fees or payments due, TNC shall promptly reimburse the Airport for all reasonable costs incurred in the conduct of such examination, inspection, and audit in addition to remitting the amount of such underpayment to the Clearinghouse, plus the maximum interest rate allowable under Georgia law. In the event that the Airport deems it necessary to utilize the services of legal counsel in connection with such examination, inspection, and/or audit, and such examination, inspection, or audit results in reimbursement to the Airport, the TNC shall reimburse the Airport for reasonable attorneys' fees and litigation expenses in addition to any deficiencies due. Prior to utilizing legal counsel in this regard, Airport shall grant TNC a reasonable opportunity to cooperate with Airport, reimburse

the Airport's expenses, and pay any such underpayment and the parties shall enter good faith negotiations to resolve the dispute.

3.6 TNC shall send real-time data to the Clearinghouse consistent with the Data Interface Agreement attached as Exhibit A hereto and incorporated by reference herein.

#### 4.

#### **AUDIT AND RECORDS**

4.1 If the Airport has reason to believe that TNC is not complying with its obligations to make payment of the fees and charges set forth herein, the Commission may, upon no less than thirty (30) business days' prior written notice audit TNC's books, records, and software related to its payment of such fees and charges. Any such audit will be at Airport's sole expense. Parties agree to coordinate the time and place for any such audit. Parties agree to coordinate the time and place for any such audit. The Airport agrees that it will not audit TNC more than once in any one-year period.

4.2 TNC shall maintain its records for a period of at least two (2) years for the purpose of audit.

#### 5.

#### **INSURANCE AND INDEMNIFICATION**

5.1 All TNC drivers and vehicles, upon entering Airport Property and during transport of an Airport charge, shall be covered by auto liability insurance with limits of no less than one million dollars (\$1,000,000.00) combined single limit for death, bodily injury and property damage for each occurrence at the Airport.

5.2 TNC shall maintain Automobile Liability insurance in the amount required by the State of Georgia.

5.3 TNC shall indemnify, hold harmless and defend Augusta, Georgia, all members of the Augusta, Georgia, the Augusta Aviation Commission, elected officials, employees, and agents from all liability and loss with respect to any third-party claim arising out of TNC's activities under this Agreement. Notwithstanding the foregoing, TNC shall have no obligation under this Section

for claims arising out of or related to (a) any negligent act or omission of Airport or its officers, directors, agents, and employees, or (b) any allegation related to the Airport's authority to enter this Agreement or (c) Airport's enforcement of this Agreement. The foregoing indemnification obligation is contingent upon Airport providing TNC with (i) prompt written notice of any potential claim subject to indemnification hereunder, (ii) control over the defense and settlement of each such claim (provided that TNC will not settle or compromise any claim without written consent of Airport, which consent shall not be unreasonably withheld, conditioned or delayed), and (iii) reasonable cooperation, at TNC's expense, in the defense and settlement of a claim.

5.4 TNC shall furnish to the Airport certificates of insurance confirming that the insurance required hereunder is in full force and effect through the term of this Agreement. The certificates shall contain endorsements by the insurers that the Airport shall be given not less than thirty (30) days' notice prior to cancellation or change of coverage. The Augusta Aviation Commission, Augusta, Georgia, and their elected officials, shall be listed upon the certificates as additional insureds via blanket endorsement. All certificates of insurance shall be delivered to and approved by the Airport prior to the TNC's exercise of any rights and privileges provided by this Agreement.

## 6.

### **OPERATIONAL REQUIREMENTS**

6.1 Each TNC driver will maintain, on his or her smartphone, a "digital decal" while using the app on the Airport that will be used to substitute for a tangible Airport transponder. The digital decal will allow the Airport, at any and all times, to confirm the following information for any TNC driver using the app while operating at the Airport:

- (a) TNC Driver identity and color photo;
- (b) Vehicle make and model;
- (c) License Plate number;
- (d) Certificates of insurance in accordance with State Law;
- (e) An electronic waybill.

6.2 No TNC vehicle shall stage or wait for a rider anywhere on Airport property except the in the Holding Area identified in Exhibit B. TNC vehicles shall only enter Airport property to enter the Holding Area or pick up or drop off a passenger. Staging and pick up areas on Airport



property may be regulated further at the discretion of the Executive Director or designee. TNC Drivers who elect to park in the Airport's paid Parking Lots while waiting for a passenger shall be responsible for the payment of any parking fees and shall not seek reimbursement from the Airport.

6.3 All TNC vehicles shall post or display signage or trade dress displaying TNC's name and/or logo.

6.4 TNC and its drivers shall comply with all operational requirements established by the Airport that specifically apply to transportation network companies. TNC shall inform TNC's Drivers of the following Airport rules and requirements including, but not limited to the following:

**A. OPERATING REQUIREMENTS FOR DRIVERS:**

1. Conduct and Appearance of Drivers. TNC's Drivers shall be clean, courteous, efficient and neat in appearance as required by the Airport Rules and Regulations. The TNC shall take reasonable steps to ensure that TNC Drivers operate in compliance with this Agreement. The performance of this duty shall be determined by the Airport and the TNC agrees to undertake reasonable steps to address non-compliance by TNC Drivers or TNC's employees or agents whose conduct the Airport determines is in violation of the obligations set forth in this Agreement, the providing of service to the public or otherwise creates a risk to public safety. To follow consistent disciplinary actions for non-compliance, the Airport uses the following progressive disciplinary process as a guideline:

First Offense: Written Warning with 24-hour suspension

Second Offense: 5-day suspension

Third Offense: Permanent suspension

2. Vehicle drivers/TNCs shall be appropriately groomed and dressed in a clean and neat manner at all times. Drivers are strongly encouraged to maintain professional level of appearance.

3. No driver of a vehicle shall use indecent or profane language or be guilty of loud boisterous talk, shouting or disorderly conduct in the presence of passengers and the general public.

4. No driver shall consume nor be under the influence of narcotics or intoxicants at any time while at the Airport or while providing transportation services to Airport patrons.

5. No driver shall permit any person to accompany or use the vehicles for the purpose

of prostitution, lewdness, assignation, or to direct, take or transport, or to offer or agree to direct, take or transport passengers for such purpose.

6. The designated Holding Area (Exhibit B) is provided as a temporary staging/parking area for TNC drivers. Drivers must park in marked spaces provided in the primary holding area, one vehicle per space. Drivers are not allowed to exit their vehicles while in the Holding Area except when assisting a customer that is ready to enter the vehicle, or to utilize any available restroom facilities within the Holding Area.

7. Drivers shall not park their vehicles along the Airport roadways while waiting to enter the Holding Area unless directed to do so by Airport personnel. When directed the driver must leave the area to avoid creating roadway congestion. Drivers are not allowed to park on the roadway at any time. Drivers must circle away and return when the lot has vacancies. Drivers parking on the roadway will be subject to traffic citations.

8. Vehicles must go to the designated Holding Area for while waiting for pick-ups. Passengers shall be dropped-off at the curb; however, the driver should not exit the vehicle except to assist the passenger in retrieving luggage. The driver must leave the curb as soon as the passenger departs. There shall be no lingering and soliciting. Under no circumstance shall a TNC vehicle be left unattended at the curb. Unattended vehicles are subject to citation, towing, and revocation of the Driver's privileges to operate at the Airport[1].

9. All drivers shall follow the instructions of the Airport's officers, sheriffs, marshals, representatives and representatives from the City's Licensing Bureau.

10. No driver shall operate a TNC vehicle above ten (10) miles per hour in the Holding Area and shall obey the posted speed limit signs on the Airport's roadways and yield to pedestrians in crosswalks.

11. No driver will refuse to accept a passenger solely on the basis of age, race, color, national origin, religious beliefs, sex or sexual orientation. Any driver found in violation of this requirement shall be permanently barred from operating at the Airport. Drivers may refuse to accept a passenger who is obviously dangerous, uses abusive language or intoxicated. If the driver believes a passenger to be dangerous or intoxicated or has used abusive language, he or she shall report the same to the Airport or Marshal's department.

12. Drivers shall not be allowed to gamble or play games of any type on the Airport

premises.

13. Drivers shall not engage in boisterous conversations, profanity, or fighting at the Airport.

14. Littering in the Holding Area or building is prohibited.

15. No pictures, advertisement and solicitation flyers may be posted on the Airport premises by any commercial ground transportation driver or company.

16. Drivers are to remain alert at all times. No driver may use the vehicle for sleeping or gathering of persons other than passengers on any portion of the Airport property.

17. Drivers shall not solicit passengers.

#### **B. OPERATING CONDITIONS OF TNC VEHICLES:**

1. Vehicles shall be maintained in a safe, clean and operable condition at all times. The use of vehicles that have been damaged and in need of repair is strictly prohibited.

2. TNC vehicles shall display TNC's trade dress so as to be readily identifiable.

3. Vehicles leaking any fluids such as oil, anti-freeze, and brake fluid, shall leave the Holding Area immediately and not return until documentation of repairs are presented to Executive Director or his designee.

4. All TNC vehicles shall be free from bodily damage. Vehicles with bodily damage shall not be allowed to pick up customers from the Airport.

5. All TNC vehicles shall be free from smoke and fumes. Vehicles with smoke and/or fumes will not be allowed to pick up customer from the Airport.

6. Changing a flat tire and charging a dead battery are the only repairs that are permissible by drivers in the Holding Area. The Executive Director or his designee must be notified when these repairs are necessary to determine whether the repairs can be completed in the lane or whether the vehicle needs to be towed. If a commercial ground transportation vehicle breaks down for any repairs other than a flat tire or dead battery the Executive Director or his designee will be notified immediately and TNC shall make arrangements to tow the vehicle from the area.

### **7. SECURITY REQUIREMENTS**

TNC shall comply with the applicable provisions of the Federal Airport Security Program, Federal Aviation Administration (FAA) Regulations and Transportation Security Administration (TSA) Regulations at all times.

## **8.** **CONFIDENTIALITY**

The Parties acknowledge that the Airport is subject to the Georgia Open Records Act. Any information that TNC makes available to Airport pursuant to this Agreement is deemed to be confidential and proprietary information (“TNCs confidential information”), if such records are properly identified as such, and shall not be disclosed to anyone without TNC's express written permission unless required to be disclosed by applicable law or a court order; including without limitation the public records laws, provided that Airport notifies TNC of such requirement no less than fifteen (15) business days prior to disclosure, and provided further that Airport makes diligent efforts to limit disclosure pursuant to any available bases set forth in the Georgia Open Records Act or other applicable law. If Airport is required to release TNC’s confidential information, it nevertheless shall use any available authorities to redact personal or business confidential information from such records to the extent consistent with applicable law.

## **9.** **TERMINATION/ REVOCATION OF AGREEMENT**

The Airport has the right to terminate this Agreement immediately with or without notice for failure to comply with local laws, state, or federal laws, the Rules and Regulations established by the Airport as may be amended from time to time by the Augusta Aviation Commission or upon failure to comply with the terms and conditions of this Agreement. In such instances where the TNC is provided with written notice of such failure to perform any of the terms, covenants and conditions of this Agreement, the TNC shall have five (5) business days to correct any such violation or failure, unless a shorter time period is provided in such notice. This Agreement may be revoked if the following occurs:

- 9.1 Failure to pay the required fees in the manner prescribed in this Agreement; or
- 9.2 TNC's activities constituting a material breach of this Agreement; or
- 9.3 Repeated violations of the Airport’s Rules and Regulations and policies, Augusta’s



ordinances, laws, and/or regulations shall subject the TNC to suspension or forfeiture of the operating Agreement at the sole discretion of the Executive Director or designee. TNC will have the right to appeal any such suspension or revocation to the Augusta Aviation Commission, whose decision shall be final; or

9.4 The occurrence of any acts which operates to deprive TNC of the rights, powers, and authorizations necessary to provide the services contemplated hereunder; or

9.5 The failure of the TNC to keep and perform any of the terms, covenants and conditions of this Agreement, and any other acts deemed inappropriate by the Executive Director or designee; or

9.6 Failure to maintain licensing and/or insurance requirements; and/or

9.7 There is a pattern of non-compliance with the terms of this Agreement by TNC Drivers and, upon notice, TNC fails to take reasonable action to remedy such non-compliance.

## **10. GOVERNING LAW**

This Agreement is made under and shall be governed by the laws of Georgia, without regard to conflicts of laws principles which would apply the law of any other jurisdiction. Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Richmond, Georgia or in the United States District Court for the Southern District of Georgia.

## **11. ASSIGNMENT AND SUBLETTING PROHIBITED**

TNC shall not assign, encumber, sublet or otherwise transfer its rights and obligations under this Agreement without the prior written authorization from Airport. Notwithstanding the foregoing, this section shall not be interpreted to preclude the assignment of this Agreement to a parent, subsidiary, or merged or acquiring company, if such parent, subsidiary, or merged or acquiring company assumes all rights and obligations of this Agreement. TNC shall provide written notice of such assumption to the Airport regarding the proposed assumption by the parent,

subsidiary, or merged company thirty (30) days prior to the effective date of such assignment.

## **12.**

### **NON-DISCRIMINATION**

TNC hereby agrees for itself, its successors and interests and assigns to operate its services in compliance with all mandatory and applicable requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Office of the Secretary, Part 21 non-discrimination and federally-assisted programs of the Department of Transportation as more fully provided in Title IV of the Civil Rights Act of 1964 as amended.

## **13.**

### **REQUIREMENTS OF THE UNITED STATES**

This Agreement shall be subject to and subordinate to the provisions of any existing or future agreement between the Airport and the United States or any agency thereof, including, but not limited to, the Federal Aviation Administration (FAA) and/or Transportation Security Administration (TSA), relative to the development, operation or maintenance of the Airport. The Airport will, to the extent permitted by law, use its best efforts to cause such agreements to include provisions protecting and preserving the privileges of TNC to use the premises. TNC acknowledges that this Agreement may be revoked or suspended at any time by the FAA, TSA or other federal entity having jurisdiction over the Airport.

## **14.**

### **COMPLIANCE WITH LAWS**

14.1 TNC shall comply with all rules and regulations of the Airport and laws, regulations and ordinances of federal, state, local governments, which are applicable to the TNC's operations under this Agreement. The Agreement may be terminated by the Airport Executive Director or his designee for failure to comply with this Section.

14.2 TNC shall observe all applicable safety/security requirements of FAA Regulations, TSA Regulations and the Airport's Security Program, applicable parts, as the same may be from time-to-time amended, which will be furnished to TNC as approved by the FAA and/or TSA, and to take such steps as may be necessary or directed by the Airport to ensure that

2024 GROUND TRANSPORTATION AGREEMENT Page 12 of 20

drivers, employees, invitees, and guests observe these requirements.

14.3 If Airport incurs any fines and/or penalties imposed by the FAA, TSA, or any other federal, state, or local agency, or any expense in enforcing the regulations of the FAA, TSA and/or Airport Security Program, as a result of the acts or omissions of TNC or TNC's Drivers, TNC agrees to pay and/or reimburse all such costs and expense. TNC further agrees to rectify any deficiency as may be determined as such by such federal, state, or other governmental agency. The Airport reserves the right to take whatever action necessary to rectify any security deficiency, in the event TNC fails to remedy the security deficiency.

## 15.

### **PERMITS, LICENSES, MISCELLANEOUS FEES AND TAXES**

TNC shall be responsible for the payment of all reasonable and pre-approved expenses in connection with the use of the Airport's property, and the rights and privileges herein granted that TNC is responsible to pay, including and without limitation by reason of enumeration, taxes, including ad valorem taxes, permit fees, license fees, and assessments lawfully levied or duly assessed upon the TNC at any time situated thereon and TNC shall be responsible for securing all required permits and licenses, including a license issued by the Georgia Department of Public Safety as required under O.C.G.A. § 40-1-193. The Airport shall not be responsible for the payment of any fees or taxes, including all applicable rentals, sales and other taxes, which might be imposed by any authority by reason of TNC's activities upon the property.

## 16.

### **ATTORNEYS' FEES**

In the event any fees hereunder are collected through an attorney or the Airport is assessed a fine or other penalty by another governmental agency as a result of TNC or a TNC Driver's grossly negligent actions, TNC agrees to pay the Airport's reasonable attorneys' fees, expenses and court costs.

## 17.

### **NOTICES**

All notices by and between the parties shall be delivered in writing to the following

address or such other addresses as may be designated by the parties:

As to Airport:  
 Airport Executive Director  
 Augusta Regional Airport  
 1501 Aviation Way  
 Augusta, Georgia 30906

With a copy to:  
 General Counsel  
 Augusta, Georgia Law Department  
 535 Telfair Street, Building 3000  
 Augusta, Georgia 30901

As to TNC:  
 Lyft, Inc.  
 c/o Elizabeth Carlson-Bast, Business Development Manager, Airports  
  
 185 Berry Street, Suite 400  
 San Francisco, CA 94107  
 w/ Copy to Legal Department  
 w/ electronic copy to legalnotices@lyft.com

## **18.** **AMENDMENT**

This Agreement, together with any riders and exhibits attached hereto forming a part hereof, sets forth all of the promises, agreements, conditions and understandings between the parties hereto, either oral or written. It is understood and agreed that no subsequent alteration, amendment, change or addition to the Agreement shall not be binding upon the Airport or TNC unless mutually agreed upon by the Parties and reduced to writing. Such amendment shall be by direct reference made a part hereof.

## **19.** **VENUE**

All claims, disputes and other matters in question between the Airport and TNC arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The TNC, by executing this Agreement specifically consents to venue in Richmond County and waives any right to contest the venue in the Superior Court of

**2024 GROUND TRANSPORTATION AGREEMENT Page 14 of 20**



Richmond County, Georgia.

**20.**  
**ENTIRE AGREEMENT**

This Agreement, together with all of the Exhibits shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

**21.**  
**LEGAL CONSTRUCTION**

If any provision contained in this Agreement is held to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

**22.**  
**COUNTERPARTS**

This Agreement may be executed in two or more identical counterparts, which, when delivered, shall constitute one in the same instrument and shall be enforceable as if all Parties had executed a single document. To expedite the execution of this Consent, the Parties agree that this Consent may be signed by hand or by electronic means on the signature line of this document. The Parties agree that all such signatures shall be fully binding and that the counterpart signatures may be transmitted by mail, hand delivery, email and/or by any other electronic method to the other party or counsel of record for the party and will have the same binding effect as any original ink signature. It is further agreed that this Consent shall be fully effective when signed by all Parties hereto.

**23.**  
**FURTHER ACTS**

The Airport and TNC each agree to perform any additional acts and execute and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and affect the intent of this Agreement.

**[SIGNATURES ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Airport has caused this Agreement to be executed by its Authorized Officer, and TNC has caused the same to be executed by its appropriate and authorized officer.

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_  
**Dan Troutman, Chairperson** (Signature)

ATTEST:

\_\_\_\_\_  
Dereena Harris

**LYFT, INC.**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

ATTEST:



## EXHIBIT A

### DATA INTERFACE AGREEMENT

THIS DATA INTERFACE AGREEMENT is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by \_\_\_\_\_ Lyft, Inc. \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ 3500 South Dupont Highway, Dover, DE 19901 (“Recipient”) and the Augusta Aviation Commission (the “Airport”). The Data Interface Agreement is made with reference to Recipient’s Permit to Operate as an [ Application-Based Commercial Ground Transportation or Transportation Network Company] on Airport premises. This Data Interface Agreement shall be attached and incorporated by reference into the Airport’s TNC Operating Permit with Recipient.

The parties hereby agree as follows:

#### 1. DATA REQUIREMENTS

The data exchange between the Recipient and the Airport, and any other necessary third parties as identified and required by the Airport, shall conform to the following formats:

| Name          | Format   | Description   | Samples  |
|---------------|--|---|--|
| uid           | <Driver ID + “:” + Trip ID>                            | Driver ID concatenated with the Trip ID.  | <TNC to provide samples and format><br>Alphanumeric and special characters |
| tnc_id        | Integer  | A unique number assigned to the TNC.  | <TNC to provide samples>   |
| license plate | Seven-character string                                 | Seven-character or less, numerical and alphabetic, that represents the vehicle license plate. Accepts an empty String value if there hasn’t been a license plate assigned yet.  | “ABC123”,<br>“ABC1234”   |
| timestamp     | [YYYY]-[MM]-[DD]T[hh]:[mm]:[ss]Z                       | The current time of the event or “ping” expressed in ISO 8601 combined date and time in UTC using 24-hour clock.<br><a href="http://en.wikipedia.org/wiki/ISO_8601#UTC">http://en.wikipedia.org/wiki/ISO_8601#UTC</a> | “2014-09-10T14:12:05Z”   |
| txn_type      | Literal String   | The four types of events or “pings” as defined in the national standard in the terms and conditions of the system.  | “ENTRY”<br>“DROP-OFF”<br>“PICK-UP”<br>“EXIT”                               |
| ride_count    | Integer  | Whether there is an active TNC ride in the vehicle following the transaction event/ping.  | “0”,<br>“1”,   |
| lon           | World Geodetic System 1984 (WGS84) formatted longitude | The longitude coordinate of the event or “ping” expressed as a positive or negative number. For locations in North America, this will always be a negative number.  | “-123.12345678”  |
| lat           | World Geodetic System 1984 (WGS84) formatted latitude  | The latitude coordinate of the event or “ping” expressed as a positive or negative number. For locations in North America this  | “123.12345678”   |



|  |                                   |  |
|--|-----------------------------------|--|
|  | will always be a positive number. |  |
|--|-----------------------------------|--|

## 2. WEB SERVICE

The Airport or a third party designated and identified by the Airport to the Recipient, shall provide a web service in order to accept data from the Recipient in the following manner:

- a. The web service shall use HTTPS protocol to submit all requests and posts.
- b. The web service shall allow HTTPS POST for all “pings” from Recipient.
- c. The web service shall accept the values for the following attributes as defined in the following list in the URL:  
“uid”, “tnc\_id”, “license plate”, “timestamp”, “txn\_type”, “ride\_count”, “lon”, “lat”. Parameters must be URL encoded.
- d. A username and secret phrase shall be shared in order to create a basic authorization mechanism for all requests from Recipient. Base64 encoding of the <username:password> shall be provided in the HTTP Authorization Header for all HTTPS requests.
- e. Data from Recipient shall be posted to the following URL with the following parameters with URL encoding (based on RFC 1738: <http://www.ietf.org/rfc/rfc1738.txt>) employed:  
<TBD>  
Example: <TBD>

Airport agrees to maintain adequate administrative, physical, technical and procedural safeguards to protect the Interface Data in the possession of Airport against unauthorized access or disclosure.

THIS AGREEMENT IS EXECUTED by the parties as of the Effective Date.

### AIRPORT:

Augusta Regional Airport

BY: \_\_\_\_\_

Dan Troutman  
Print Name

Augusta Aviation Commission Chairperson  
Title

### Recipient:

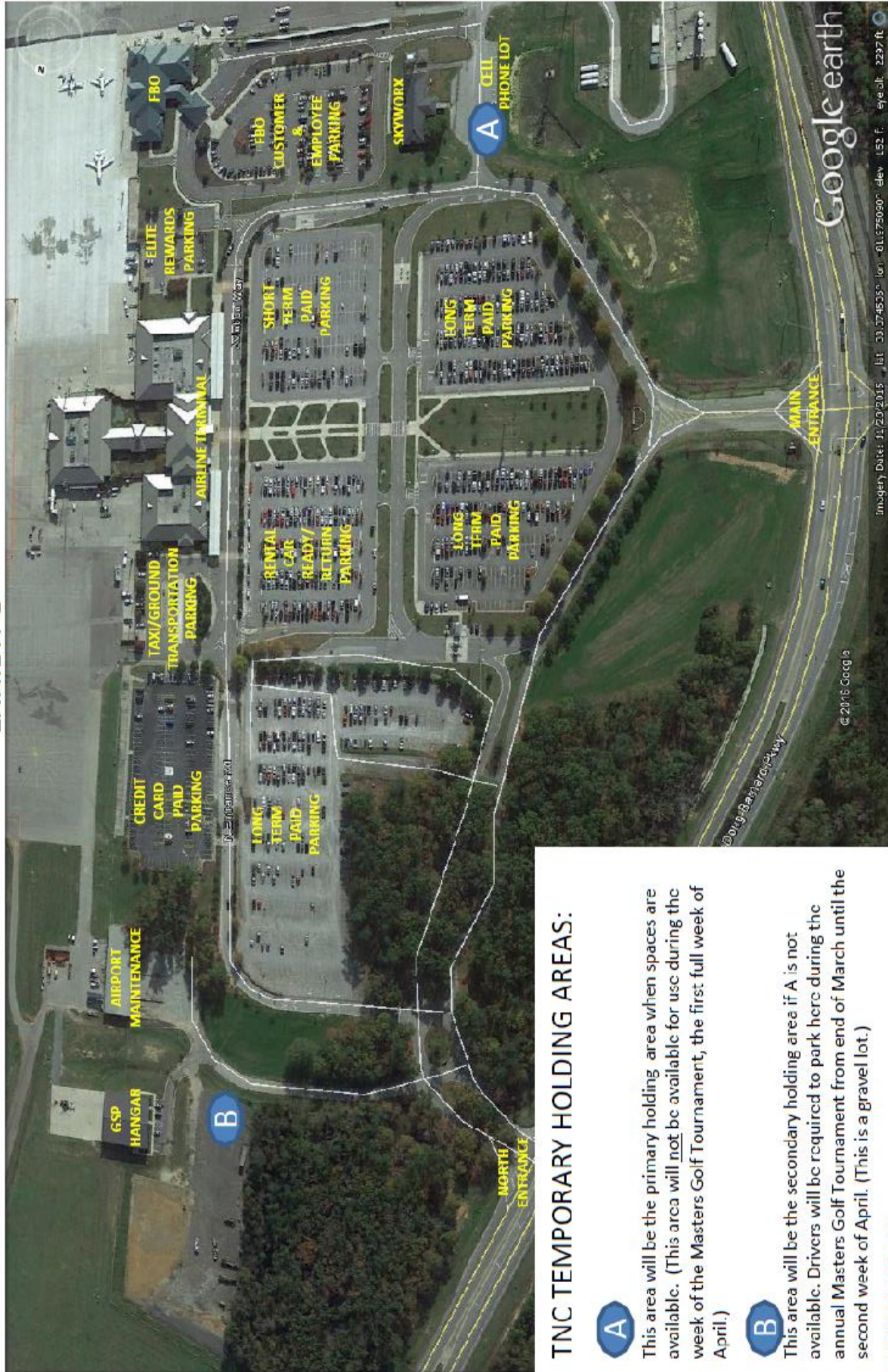
\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## EXHIBIT B



### TNC TEMPORARY HOLDING AREAS:

**A**

This area will be the primary holding area when spaces are available. (This area will not be available for use during the week of the Masters Golf Tournament, the first full week of April.)

**B**

This area will be the secondary holding area if A is not available. Drivers will be required to park here during the annual Masters Golf Tournament from end of March until the second week of April. (This is a gravel lot.)

### PAID PARKING

INC Drivers choosing to park in paid parking areas will be responsible for any fees accumulated while parked in these areas.



## Commission Meeting

March 19, 2024

Augusta Regional Airport

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|                    |  |
|--------------------|--|
| <b>Department:</b> | Augusta Regional Airport – Gates 3 and 4 Terminal Rehabilitation Project, Change Order No. 1   |
| <b>Presenter:</b>  | Herbert Judon  |
| <b>Caption:</b>    | Motion to <b>approve</b> Gates 3 and 4 Terminal Rehabilitation Project, Change Order No. 1. Approved by the Augusta Aviation Commission on February 29, 2024. (23BFA161) ( <b>Approved by Public Services Committee March 12, 2024</b> )   |
| <b>Background:</b> | <p>The purpose of this project is to improve the passenger terminal experience by constructing building improvements to Gate 3 and Gate 4 to allow for the addition of two new passenger boarding bridges, to enlarge the size of the existing passenger hold room and provide new finishes for the hold room and gate areas.</p> <p>R.W. Allen Construction, LLC. is contracted to construct the Gates 3 and 4 Terminal Rehabilitation Project at the commercial terminal building at the Augusta Regional Airport. This work is taking place in the secure passenger hold room area. Construction began on October 19, 2023 and should be complete by June 01, 2024.</p> <p>This change order provides for the following items:</p> <ol style="list-style-type: none"> <li>1. Modifications to electrical wire gauge.</li> <li>2. Additional stucco repair and paint.</li> <li>3. Relocate existing roof drain conflict.</li> <li>4. Repairs to existing above ceiling conditions.</li> <li>5. New ceiling tile for the hold room.</li> <li>6. Generator connections for passenger boarding bridges.</li> <li>7. Credit for roof drain piping change.</li> <li>8. Temporary tunnel for passenger movement during Masters.</li> <li>9. Credit for modifications to temporary construction wall.</li> <li>10. Credit for re-use of existing windows.</li> </ol> <p>The change order proposals and supporting documentation presented by R.W. Allen are herein attached. These items have been reviewed and found to be reasonable.</p> |

The original construction contract amount for this project is \$4,817,809.00. This Change Order 01 is in the amount of \$45,827.30, and as presented would amend their total construction contract amount to \$4,863,636.30. This change order will add 20 calendar days to the contract time, for a total contract time of 265 calendar days.

**Analysis:**

R.W. Allen has completed portions of the work of this change order. The remainder of the work is scheduled to be finished on schedule. The terminal improvements are ready for installation of the new bridges. The new bridges have arrived on site and will be operational for the Masters' 2024.

The work of this change order is necessary to complete the project and addresses existing conditions encountered, provide for additional safety of the traveling passengers and to add new ceilings back into the project that were removed from the scope.

Project work remaining to be complete following Masters 2024 is generally limited to final cleanup and installation of delayed electrical components.

**Financial Impact:**

This change order will result in a net increase of 0.0095% (less than 1%).

\$42,909.30 of this change order will be funded by federal BIL ATP and AIG grants with the remainder of approximately \$2,900.00 to be funded by the airport.

**Alternatives:**

To deny.

**Recommendation:**

Recommend Approval. Approved by the Augusta Aviation Commission on February 29, 2024.

**Funds are available in the following accounts:**

551081301-5413120

**REVIEWED AND APPROVED BY:**

N/A





# CHANGE ORDER

**OWNER -** Augusta Aviation Commission  
Augusta Regional Airport  
1501 Aviation Way  
Augusta, GA 30906  
Ph: 706-796-4010

**ARCHITECT / ENGINEER – Mead & Hunt, Inc.**  
5955 Core Road, Suite 515  
North Charleston, SC 29406  
Ph. (843) 486-8330

**PROJECT:** AGS Gates 3 and 4 Terminal Rehabilitation  
Project No.: 0119700-220766.03

**CHANGE ORDER NO.:** 01  
**Date:** 02/19/2024  
**Cc:**

**CONTRACTOR:** RW Allen Construction, LLC  
1015 Broad St, Augusta, GA 30901

## DESCRIPTION of CHANGE:

| PR No.                       | Description   | Amount              |
|------------------------------|---|---------------------|
| PR-01                        | Wire Gauge Modification for PBB   | \$ 3,623.30         |
| PR-02                        | Added Stucco, Paint for C channel install to fit existing condition, 2 days | \$ 11,490.60        |
| PR-03                        | Modify Roof Drainpipe location  | \$ 1,512.00         |
| PR-04                        | Repair Existing Above Ceiling Work in VIP Room                              | \$ 3,827.39         |
| PR-05                        | New Ceiling Tile for Hold room, 10 days                                     | \$ 44,236.54        |
| PR-06                        | Temporary Generator connections   | \$ 2,302.03         |
| PR-07                        | Credit for Roof Drain Modification  | (\$ 3,247.26)       |
| PR-08                        | Temporary Passenger Tunnel Construction, 10 days                            | \$ 20,272.00        |
| PR-09                        | Credit for Temporary Wall Change, deduct 2 days                             | (\$ 18,500.00)      |
| PR-10                        | Credit for Re-Use Existing Windows  | (\$ 19,689.30)      |
|                              |   |                     |
|                              |   |                     |
| <b>Change Order 01 TOTAL</b> |   | <b>\$ 45,827.30</b> |

## PROVIDED JUSTIFICATION:

1. Costs associated with the additional work are as detailed in the attached documentation and are found to be reasonable.
2. Contractor believes that figures in the CO to be reasonable and therefore final.
3. RW Allen has executed a change order with the subcontractor(s) to move forward as a good faith effort and keep project work progressing toward completion.

**ADJUSTMENT of CONTRACT SUM**

|                                    |    |                     |
|------------------------------------|----|---------------------|
| Original Contract Sum:             | \$ | <u>4 817 809.00</u> |
| Prior Adjustments:                 | \$ | <u>0.00</u>         |
| Contract Sum Prior to this Change: | \$ | <u>4 817 809.00</u> |
| Adjustment for this Change:        | \$ | <u>45 827.30</u>    |
| Revised Contract Sum:              | \$ | <u>4,863,636.30</u> |

**ADJUSTMENT of CONTRACT TIME**

|                                     |            |        |
|-------------------------------------|------------|--------|
| Original Contract Time:             | <u>245</u> | (days) |
| Prior Adjustments:                  | <u>0</u>   | (days) |
| Contract Time Prior to this Change: | <u>245</u> | (days) |
| Adjustment for this Change:         | <u>20</u>  | (days) |
| Revised Contract Time:              | <u>265</u> | (days) |

Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above described change in the work.

**ENGINEER**

Recommended by: Mead &amp; Hunt

**OWNER'S REPRESENTATIVE**

Recommended by:

\_\_\_\_\_  
Engineer\_\_\_\_\_  
Date\_\_\_\_\_  
Representative\_\_\_\_\_  
Date**CONTRACTOR**

Accepted by:

**OWNER**

Approved by:

\_\_\_\_\_  
Date\_\_\_\_\_  
Date



# PCO #PR#01

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#01: Addendum #2 - Jet Bridge Wiring Change

|                               |   |   |  |
|-------------------------------|---|---|--|
| <b>TO:</b>                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | <b>FROM:</b>                              | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>PCO NUMBER/REVISION:</b>   | PR#01 / 0   | <b>CONTRACT:</b>                          | 23-175 - AGS Gates 3 & 4   |
| <b>REQUEST RECEIVED FROM:</b> |   | <b>CREATED BY:</b>                        | Alex Koch (RW Allen Construction LLC)                                |
| <b>STATUS:</b>                | Pending - In Review   | <b>CREATED DATE:</b>                      | 11/1/2023  |
| <b>REFERENCE:</b>             |   | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None   |
| <b>FIELD CHANGE:</b>          | No  | <b>ACCOUNTING METHOD:</b>                 | Amount Based   |
| <b>LOCATION:</b>              |   | <b>PAID IN FULL:</b>                      | No   |
| <b>SCHEDULE IMPACT:</b>       | 0 days  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |  |
| <b>EXECUTED:</b>              | No  | <b>TOTAL AMOUNT:</b>                      | \$3,623.30   |

POTENTIAL CHANGE ORDER TITLE: Addendum #2 - Jet Bridge Wiring Change

CHANGE REASON: Owner Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

1. Cost for Electrical changes in Addendum #2.

ATTACHMENTS:

| #   | Budget Code                          | Description          | Amount            |
|---|--------------------------------------|----------------------|-------------------|
| 1   | 16-100-100.SU Electrical Subcontract | PBB Wire Size Change | \$3,235.09        |
| <b>Subtotal:</b>  |                                      |                      | <b>\$3,235.09</b> |
| Overhead and Profit (10.00% Applies to all line item types.): |                                      |                      | \$323.51          |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                                      |                      | \$64.70           |
| <b>Grand Total:</b>   |                                      |                      | <b>\$3,623.30</b> |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch 11/3/2023

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



130 IRELAND BLVD | AUGUSTA, GEORGIA 30906  
(01) 708 855 9300 | (01) 708 855 9978

# Change Order

Item 4.

C/O Date: 10/30/2023

GA # EN214855

SC # M109989

[irelandelectric.com](http://irelandelectric.com)

Quoted to: RW Allen, LLC  
1015 Broad Street  
Augusta, GA 30901

Regarding Job: 231002  
Augusta Regional Airport  
Augusta, GA

C/O No: 231002-01REV

| Description   |  | Amount   |
|---|--|----------|
| RFQ #1  |  | 3,235.09 |
| Labor and material to change #1 cable to 2/0 cable. |  |          |

**\*\*Please Note\*\***

Due to material pricing volatility, all pending change orders will only be valid for 15 days.



**Ireland Electric Corporation**  
**130 Ireland Blvd**

**Augusta, GA 30806**

**Job Name:** AGS GATES 3 & 4

**Location:** ,

**Bid Date:** 05/31/2023

**CO #:** RFQ #3 WIRE CHANGE

**Bid Item:**

## Change Order Summary

## Adjustments

|                                     |                 |            |  |
|-------------------------------------|-----------------|------------|--|
| 14.93 Hours @ \$45.00               |                 | \$671.85   |  |
| 0.00 Foreman Hours @ \$0.00         |                 | \$0.00     |  |
| 0.00 General Foreman Hours @ \$0.00 |                 | \$0.00     |  |
| Taxes & Insurance At                | 25.00%          | \$167.96   |  |
| Time and a Half                     | 0.00            | \$0.00     |  |
| Double Time Hours                   | 0.00            | \$0.00     |  |
| Triple Time Hours                   | 0.00            | \$0.00     |  |
| Taxes & Insurance on OT Hours       |                 | \$0.00     |  |
| Total Labor Cost                    |                 | \$839.81   |  |
| Material                            |                 | \$1,718.61 |  |
| Sales Tax On Material @ 8.000%      |                 | \$137.49   |  |
| Job Expenses                        |                 | \$0.00     |  |
| Sub-Contracts                       |                 | \$0.00     |  |
| Contractor Cost                     |                 | \$2,695.91 |  |
| Overhead                            | 0% (composite)  | \$0.00     |  |
| Cost with Overhead                  |                 | \$2,695.91 |  |
| Profit                              | 20% (composite) | \$539.18   |  |
| Cost with O.H. + Profit             |                 | \$3,235.09 |  |
| Supervision                         | 0%              | \$0.00     |  |
| Bid Security %                      | 64.2%           |            |  |
| Restock Charge                      |                 | \$0.00     |  |
| Allowances                          |                 | \$0.00     |  |
| Bond Premium                        | 0.00%           | \$0.00     |  |
| Change Order Price                  |                 | \$3,235.09 |  |

### Square Footage Analysis based on 0 Square Feet

|      |  |
|------|--|
| 0.00 | Bid Price per Square Foot              |
| 0.00 | Material Cost with Tax per Square Foot |
| 0.00 | Labor Hours per Square Foot            |
| 0.00 | Quoted Material per Square Foot        |
| 0.00 | Non-Quoted Material per Square Foot    |

**Ireland Electric Corporation**  
**130 Ireland Blvd**

**Augusta, GA 30806**

### Estimate Items - Detail

**Phase/Area:** (All Phase/Areas)

**Job Name:** AGS GATES 3 & 4 - CO: RFI #3  
**WIRE CHANGE**

**Location:** ,

**Bid Date:** 05/31/2023

**Job Type:**

**Bid Item:**

**Job #:**

| <b>GRC Fittings</b>                      |                 |            | <b>Material Dollars</b> |                   | <b>Labor Hours</b> |              |
|--|-----------------|------------|-------------------------|-------------------|--------------------|--------------|
| <b>Description</b>                       | <b>Quantity</b> | <b>Per</b> | <b>Price</b>            | <b>Total</b>      | <b>Labor</b>       | <b>Total</b> |
| 1-1/2" Insulated Grounding Bushing       | -4              | E          | \$8.44                  | (\$33.76)         | .30                | -1.20        |
| 2" Insulated Grounding Bushing           | 4               | E          | \$11.81                 | \$47.24           | .35                | 1.40         |
| 1-1/2" Conduit Hanger w/Bolt             | -49             | E          | \$1.52                  | (\$74.48)         | .06                | -2.94        |
| 2" Conduit Hanger w/Bolt                 | 49              | E          | \$1.88                  | \$92.12           | .06                | 2.94         |
| <b>Total for GRC Fittings</b>            |                 |            |                         | <b>\$31.12</b>    | <b>.20</b>         | <b>Hrs</b>   |
| <b>EMT</b>                               |                 |            | <b>Material Dollars</b> |                   | <b>Labor Hours</b> |              |
| <b>Description</b>                       | <b>Quantity</b> | <b>Per</b> | <b>Price</b>            | <b>Total</b>      | <b>Labor</b>       | <b>Total</b> |
| 1-1/2" EMT                               | -485            | C          | \$322.39                | (\$1,563.59)      | 6.00               | -29.10       |
| 2" EMT                                   | 485             | C          | \$377.52                | \$1,830.97        | 7.00               | 33.95        |
| 1-1/2" EMT Elbow                         | -8              | E          | \$9.70                  | (\$77.60)         | .12                | -.96         |
| 2" EMT Elbow                             | 8               | E          | \$13.31                 | \$106.48          | .15                | 1.20         |
| <b>Total for EMT</b>                     |                 |            |                         | <b>\$296.26</b>   | <b>5.09</b>        | <b>Hrs</b>   |
| <b>EMT Fittings</b>                      |                 |            | <b>Material Dollars</b> |                   | <b>Labor Hours</b> |              |
| <b>Description</b>                       | <b>Quantity</b> | <b>Per</b> | <b>Price</b>            | <b>Total</b>      | <b>Labor</b>       | <b>Total</b> |
| 1-1/2" EMT Steel Compression Conn        | -4              | E          | \$2.43                  | (\$9.72)          | .11                | -.44         |
| 2" EMT Insul Steel Comprsn Conn          | 4               | E          | \$4.58                  | \$18.32           | .15                | .60          |
| 1-1/2" EMT Steel Compression Coup        | -56             | E          | \$2.38                  | (\$133.28)        | .09                | -5.04        |
| 2" EMT Steel Compression Coup            | 56              | E          | \$3.19                  | \$178.64          | .12                | 6.72         |
| <b>Total for EMT Fittings</b>            |                 |            |                         | <b>\$53.96</b>    | <b>1.84</b>        | <b>Hrs</b>   |
| <b>Enclosures and Cabinets</b>           |                 |            | <b>Material Dollars</b> |                   | <b>Labor Hours</b> |              |
| <b>Description</b>                       | <b>Quantity</b> | <b>Per</b> | <b>Price</b>            | <b>Total</b>      | <b>Labor</b>       | <b>Total</b> |
| 18x12x10 Gray Screw Cover PB w/KO        | 2               | E          | \$91.20                 | \$182.40          | .50                | 1.00         |
| 12x12x8 Gray Screw Cover PB no/KO        | -2              | E          | \$46.44                 | (\$92.88)         | .35                | -.70         |
| <b>Total for Enclosures and Cabinets</b> |                 |            |                         | <b>\$89.52</b>    | <b>.30</b>         | <b>Hrs</b>   |
| <b>Copper Wire 600V</b>                  |                 |            | <b>Material Dollars</b> |                   | <b>Labor Hours</b> |              |
| <b>Description</b>                       | <b>Quantity</b> | <b>Per</b> | <b>Price</b>            | <b>Total</b>      | <b>Labor</b>       | <b>Total</b> |
| #6 THHN Stranded Copper                  | 0               | M          | \$604.75                | \$0.00            | 7.00               | .00          |
| #1 THHN Stranded Copper                  | -1500           | M          | \$1,636.99              | (\$2,455.49)      | 11.00              | -16.50       |
| #2/0 THHN Stranded Copper                | 1500            | M          | \$2,468.82              | \$3,703.23        | 16.00              | 24.00        |
| <b>Total for Copper Wire 600V</b>        |                 |            |                         | <b>\$1,247.75</b> | <b>7.50</b>        | <b>Hrs</b>   |
| <b>Total Material</b>                    |                 |            |                         | <b>\$1,718.61</b> | <b>14.93</b>       | <b>Hrs</b>   |



# PCO #PR#02

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#02: RFI #16: C12 at Stucco/Pipe

|                               |   |   |  |
|-------------------------------|---|---|--|
| <b>TO:</b>                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | <b>FROM:</b>                              | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>PCO NUMBER/REVISION:</b>   | PR#02 / 0   | <b>CONTRACT:</b>                          | 23-175 - AGS Gates 3 & 4   |
| <b>REQUEST RECEIVED FROM:</b> |   | <b>CREATED BY:</b>                        | Alex Koch (RW Allen Construction LLC)                                |
| <b>STATUS:</b>                | Pending - In Review   | <b>CREATED DATE:</b>                      | 12/8/2023  |
| <b>REFERENCE:</b>             |   | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None   |
| <b>FIELD CHANGE:</b>          | No  | <b>ACCOUNTING METHOD:</b>                 | Amount Based   |
| <b>LOCATION:</b>              |   | <b>PAID IN FULL:</b>                      | No   |
| <b>SCHEDULE IMPACT:</b>       | 2 days  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |  |
| <b>EXECUTED:</b>              | No  | <b>TOTAL AMOUNT:</b>                      | \$11,490.60  |

POTENTIAL CHANGE ORDER TITLE: RFI #16: C12 at Stucco/Pipe

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Follows)

ATTACHMENTS:

| #   | Budget Code                 | Description         | Amount             |
|---|-----------------------------|---------------------|--------------------|
| 1   | 9-900-250.SU Interior Paint | Demo, Stucco, Paint | \$10,259.46        |
| <b>Subtotal:</b>  |                             |                     | <b>\$10,259.46</b> |
| Overhead and Profit (10.00% Applies to all line item types.): |                             |                     | \$1,025.95         |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                             |                     | \$205.19           |
| <b>Grand Total:</b>   |                             |                     | <b>\$11,490.60</b> |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch

01/02/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
P: (706) 733-2800  
F: (706) 733-3878

Project: 23-175 AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

Item 4.

## RFI #16: C12 at Stucco and Existing Pipe

|                 |  |                 |  |
|-----------------|--|-----------------|--|
| Status          | Open   |                 |  |
| To              | Charlee Cowger (Mead & Hunt)   | From            | Alex Koch (RW Allen Construction LLC)<br>1015 Broad St<br>Augusta, Georgia 30901 |
| Date Initiated  | Nov 30, 2023   | Due Date        | Dec 7, 2023  |
| Location        | Project Stage  |                 |  |
| Cost Impact     | Yes (Unknown)  | Schedule Impact | Yes (Unknown)  |
| Spec Section    | Cost Code  |                 |  |
| Drawing Number  | S-151A, S-551, AD131   | Reference       |  |
| Linked Drawings |  |                 |  |
| Received From   |  |                 |  |
| Copies To       | Todd Bealer (Mead & Hunt), Craig Butler (RW Allen Construction LLC), Charlee Cowger (Mead & Hunt), Hunter Erickson (RW Allen Construction LLC), Elizabeth Giles (Augusta Regional Airport), Alex Koch (RW Allen Construction LLC), Adam Lamb (Croft and Associates, Inc), Donny Matthews (Mead & Hunt), Robert Moore (Mead & Hunt) |                 |  |

### Activity

|          |  |
|----------|--|
| Question | <p>Question from Alex Koch RW Allen Construction LLC on Thursday, Nov 30, 2023 at 10:43 AM EST</p> <p>A new channel (C12) is called to be welded to the existing W16 beam from column lines 11 to 20 between each column. Due to the existing stucco between column lines 13.5 and 17.5 not being demolished, the contractor will not have enough room to install the C12 channel. The contractor is proposing replacing the C12 channel in the stucco locations with a lateral brace. If this is acceptable, please specify the size of the brace, spacing, and connection details.</p> <p>In addition to having spacing conflicts at the stucco locations, other existing MEP rough-ins are preventing the C12 from going column to column. Please advise if the channel can be cut and installed on both sides of the existing rough-ins to prevent needing to relocate them.</p> <p><b>Attachments</b><br/>AD131_ FIRST FLOOR REFLECTED CEILING PLAN - DEMO Rev.0 markup (1).pdf, MEP Obstructions.pdf, Chanel at Stucco.pdf</p> |
|----------|--|

1. The existing stucco soffit is to be removed between grid lines 13.5 & 15 and 16 & 17.5 for installation of the new C12. Updated architectural drawings indicating the soffit removal and replacement forthcoming.

2. The existing roof drain rough-ins are to removed and replaced as indicated in the plumbing drawings which will eliminate clashes with the new C12 installation. Other utilities should be relocated as required except for the sprinkler piping (See Item 3 below for additional information).

3. The existing sprinkler piping adjacent to grid lines 11 and 20 are to remain. The C12's between 11 & 12 and 19 & 20 indicated in the construction documents can be replaced with L3 angles as indicated in the attached sketches (RFI-016-SK-01 & RFI-016-SK-02).



Alex Koch <akoch@rwallen.com>

## RFI pricing

Marc Midlo <jmmidlo@gmail.com>  
To: Alex Koch <akoch@rwallen.com>

Wed, Dec 13, 2023 at 8:54 PM

Alex here are some numbers for you.

[REDACTED]

2. Supply labor and equipment to demo ceiling portion at columns. \$1500.00
3. Supply labor material and equipment to reframe, hang dens glass and run finish coat for stucco soffit area at columns. \$8759.46





R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

PCO #PR#03

Item 4.

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#03: RFI #23: Roof Drain Fix

|                        |   |                                       |  |
|------------------------|---|---------------------------------------|--|
| TO:                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | FROM:                                 | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| PCO NUMBER/REVISION:   | PR#03 / 0   | CONTRACT:                             | 23-175 - AGS Gates 3 & 4   |
| REQUEST RECEIVED FROM: |   | CREATED BY:                           | Alex Koch (RW Allen Construction LLC)                                |
| STATUS:                | Approved  | CREATED DATE:                         | 1/23/2024  |
| REFERENCE:             |   | PRIME CONTRACT<br>CHANGE ORDER:       | None   |
| FIELD CHANGE:          | No  |                                       |  |
| LOCATION:              |   | ACCOUNTING METHOD:                    | Amount Based   |
| SCHEDULE IMPACT:       |   | PAID IN FULL:                         | No   |
| EXECUTED:              | No  | SIGNED CHANGE ORDER<br>RECEIVED DATE: |  |
|                        |   | TOTAL AMOUNT:                         | \$1,512.00   |

POTENTIAL CHANGE ORDER TITLE: RFI #23: Roof Drain Fix

CHANGE REASON: Allowance

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Follows)

1. Re-route 4" downspout at Gate 4 door per RFI #23

### ATTACHMENTS:

| #   | Budget Code                        | Description                | Amount     |
|---|------------------------------------|----------------------------|------------|
| 1   | 15-400-100.SU Plumbing Subcontract | Relocate Downspout at Door | \$1,100.00 |
| 2   | 3-010-100.SU Concrete Sub          | Repairs to Concrete/Brick  | \$250.00   |
| Subtotal:   |                                    |                            | \$1,350.00 |
| Overhead and Profit (10.00% Applies to all line item types.): |                                    |                            | \$135.00   |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                                    |                            | \$27.00    |
| Grand Total:  |                                    |                            | \$1,512.00 |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch

01/30/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



**R W Allen Construction LLC**  
 1015 Broad St  
 Augusta, Georgia 30901  
 P: (706) 733-2800  
 F: (706) 733-3879

**Project: 23-175 AGS Gates 3 & 4**  
 1601 Aviation Way  
 Augusta, Georgia 30908

## RFI #23: Roof Drain At A103.1B

|                        |   |                        |  |
|------------------------|---|------------------------|--|
| <b>Status</b>          | Open  |                        |  |
| <b>To</b>              | Charlee Cowger (Mead & Hunt)  | <b>From</b>            | Alex Koch (RW Allen Construction LLC)<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>Date Initiated</b>  | Jan 12, 2024  | <b>Due Date</b>        | Jan 19, 2024   |
| <b>Location</b>        | <b>Project Stage</b>  |                        |  |
| <b>Cost Impact</b>     | Yes (Unknown)   | <b>Schedule Impact</b> | Yes (Unknown)  |
| <b>Spec Section</b>    | <b>Cost Code</b>  |                        |  |
| <b>Drawing Number</b>  | PD101   | <b>Reference</b>       |  |
| <b>Linked Drawings</b> |   |                        |  |
| <b>Received From</b>   |   |                        |  |
| <b>Copies To</b>       | Todd Besler (Mead & Hunt), Craig Butler (RW Allen Construction LLC), Charlee Cowger (Mead & Hunt), Hunter Erickson (RW Allen Construction LLC), Elizabeth Giles (Augusta Regional Airport), Alex Koch (RW Allen Construction LLC), Donny Matthews (Mead & Hunt), Robert Moore (Mead & Hunt) |                        |  |

### Activity

|                 |   |
|-----------------|---|
| <b>Question</b> | <p><b>Question from Alex Koch RW Allen Construction LLC on Friday, Jan 12, 2024 at 08:21 AM EST</b></p> <p>The contractor is unable to install door A103.1B in its intended location due to an existing roof drain in the way. The contractor proposes to cut the concrete slab at the roof drain and shift it approximately 6" to clear enough space for the door. Please confirm this is an acceptable solution.</p> <p><b>Attachments</b><br/> <a href="#">Existing Roof Drain Obstruction.pdf</a></p> |
|-----------------|---|

*Awaiting an Official Response*

**THIS IS PLUMBING QUESTION, HOWEVER, THE CROFT ARCHITECTURAL AND INTERIORS TEAM TAKES NO EXCEPTION TO THIS SOLUTION. PLEASE PROVIDE A ROUGH ORDER OF MAGNITUDE PRICE FOR TIME AND MATERIALS.**

**- A.LAMB (1/17/2024)**

I don't see a concerns with the approach of lowering the fittings if the intent is to maintain the same fitting configuration. I agree that changing to two 90s would be a concern.

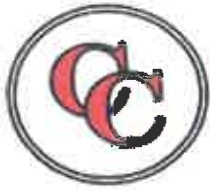
Thanks,

Curtis V. Williamson, P.E., LEED AP, 01/17/2024








**Coleman Construction, Inc.**
[www.Coleman-Construction.com](http://www.Coleman-Construction.com)
**Plumbing & Mechanical Piping Contractors**

## Request for Change Order

To: RW Allen  
Attn: Alex Koch

Date: 01/19/2024  
RCO # 1

Project: Augusta Regional Airport Gates 3 & 4  
Augusta, Ga.

Re: Repairs and re-routes

Alex,

Below is a breakdown of this RCO for the following:

- Re-route 4" cast iron pipe to avoid a door.
- Repair ¾" copper water line that was cut during demo.
- Dig up and expose a broken cast iron line below grade per the superintendent's direction. This line will be observed to see if it is active and needs repair, or if it is abandoned, also per the superintendent's direction.

|                                 |                    |
|---------------------------------|--------------------|
| Material:                       | \$ 85.00           |
| 10% Mark-up:                    | \$ 8.50            |
| 8% Tax:                         | \$ 6.80            |
| <u>Labor (\$125/hour/crew):</u> | <u>\$ 1,000.00</u> |
| <b>Total RCO:</b>               | <b>\$ 1,100.00</b> |

Please let us know as soon as possible if these changes are approved so that we may order the required materials and proceed with installation.

If you have any questions or comments, or if you need any additional information, please do not hesitate to contact me.

Thank You,

Chris Rollins Jr.  
Project Manager/Estimator





PCO #PR#04

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#04: Ceiling and Wall Repairs in VIP Lounge

|                               |   |                            |  |
|-------------------------------|---|----------------------------|--|
| <b>TO:</b>                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | <b>FROM:</b>               | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>PCO NUMBER/REVISION:</b>   | PR#04 / 0   | <b>CONTRACT:</b>           | 23-175 - AGS Gates 3 & 4   |
| <b>REQUEST RECEIVED FROM:</b> |   | <b>CREATED BY:</b>         | Alex Koch (RW Allen Construction LLC)                                |
| <b>STATUS:</b>                | Approved  | <b>CREATED DATE:</b>       | 1/23/2024  |
| <b>REFERENCE:</b>             |   | <b>PRIME CONTRACT</b>      | None   |
|                               |   | <b>CHANGE ORDER:</b>       |  |
| <b>FIELD CHANGE:</b>          | No  |                            |  |
| <b>LOCATION:</b>              |   | <b>ACCOUNTING METHOD:</b>  | Amount Based   |
| <b>SCHEDULE IMPACT:</b>       |   | <b>PAID IN FULL:</b>       | No   |
| <b>EXECUTED:</b>              | No  | <b>SIGNED CHANGE ORDER</b> |  |
|                               |   | <b>RECEIVED DATE:</b>      |  |
|                               |   | <b>TOTAL AMOUNT:</b>       | \$3,827.39   |

**POTENTIAL CHANGE ORDER TITLE:** Ceiling and Wall Repairs in VIP Lounge

**CHANGE REASON:** Internal

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract is Changed As Follows)*

1. Remove and put back ACT tile and grid for the above-ceiling electrical work.
2. Repair 2HR wall and fix electrical boxes.
3. Includes putting down protective plywood, covering surrounding furniture and appliances with plastic, and cleaning.

**ATTACHMENTS:**

[AGS Airport/VIP Lounge T&M Timesheet.pdf](#)

| #   | Budget Code                          | Description            | Amount            |
|---|--------------------------------------|------------------------|-------------------|
| 1   | 9-250-100.SU Gypsum & Metal Stud Sub | Airport VIP Lounge T&M | \$3,417.31        |
| <b>Subtotal:</b>  |                                      |                        | <b>\$3,417.31</b> |
| Overhead and Profit (10.00% Applies to all line item types.): |                                      |                        | \$341.73          |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                                      |                        | \$68.35           |
| <b>Grand Total:</b>   |                                      |                        | <b>\$3,827.39</b> |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch 01/30/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

# DAILY RECORD OF COST ON FORCE ACCOUNT

PROJECT NUMBER:

INCUMBRANCE RECORD NUMBER:

Item 4.

DATE: 12-20-2025

DESCRIPTION OF WORK -

R&R VFP ceiling, repair 2 hr wall VFP lounge

X

SUBCONTRACTOR:

Russ Allen

CONTRACTOR:

YPRK LLC

## MATERIALS

| DESCRIPTION                   | QUANTITY     | TYPE | UNIT COST (\$) | TOTAL    |
|-------------------------------|--------------|------|----------------|----------|
| 5/8" x 4' x 8' type X drywall | 2            |      | 19.80          | 39.60 0  |
| Joint compound                | 1 bucket     |      | 18.00          | 18.00 0  |
| Joint tape                    | 1 roll       |      | 4.20           | 4.20 0   |
| Fine caulk                    | 4 29oz tubes |      | 10.00          | 40.00 0  |
| 2 1/4" drywall screws         | 5 #          | tub  | 125.00         | 125.00 0 |
| 3 1/2" x 16" edge metal stud  | 2            |      | 12.80          | 25.60 0  |
| 1" x 2" x 12" shaft liner     | 1            |      | 47.38          | 47.38 0  |

SUBTOTAL:

299.78 0

SALES TAX @ 5%

23.98 0

TOTAL MATERIALS

323.76 0

## EQUIPMENT

| DESCRIPTION | QUANTITY | UNIT | RATE (\$) | TOTAL |
|-------------|----------|------|-----------|-------|
|             |          |      |           | 0     |
|             |          |      |           | 0     |
|             |          |      |           | 0     |
|             |          |      |           | 0     |
|             |          |      |           | 0     |

TOTAL EQUIPMENT

0

## LABOR

FULL NAME

JOB DESCRIPTION

HOURS WORKED

RATE (\$)

TOTAL

|                            |                  |              |       |           |
|----------------------------|------------------|--------------|-------|-----------|
| Victor Gonzalez            | Superintendent   | 23 hrs       | 48.00 | 1104.00 0 |
| Victor Gonzalez Jr.        | Foreman/Mechanic | 23 hrs       | 40.00 | 920.00 0  |
| (14 man hrs ceilings only) |                  | 46 total hrs |       | 0         |

SUBTOTAL

2024.00 0

INSURANCE AND TAXES ON LABOR (SHOULD BE INCL IN EST. RATES) @%

0

TOTAL LABOR

2024.00 0

SUBTOTAL MATERIALS, EQUIPMENT AND LABOR

2347.76 0

SUBCONTRACTOR'S OVERHEAD & PROFIT @%

469.55 0

SUBTOTAL

2817.31 0

GENERAL CONTRACTOR'S OVERHEAD AND PROFIT

>> on subcontractor work @ 7.5%

>> on self performed work @ 20%

SHEET TOTAL (TABULATE DAILY)

TOTAL TO DATE FROM PREVIOUS SHEET

TOTAL TO DATE

AMOUNT OF STIPULATED MAXIMUM SUM

REMAINING BALANCE

0

APPROVED BY CONTRACTOR'S SUPERINTENDENT

APPROVED BY CONTRACT COMPLIANCE SPECIALIST

To be signed day of work



PCO #PR#05

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#05: Acoustical Ceilings

|                               |   |   |  |
|-------------------------------|---|---|--|
| <b>TO:</b>                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | <b>FROM:</b>                              | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>PCO NUMBER/REVISION:</b>   | PR#05 / 0   | <b>CONTRACT:</b>                          | 23-175 - AGS Gates 3 & 4   |
| <b>REQUEST RECEIVED FROM:</b> |   | <b>CREATED BY:</b>                        | Alex Koch (RW Allen Construction LLC)                                |
| <b>STATUS:</b>                | Approved  | <b>CREATED DATE:</b>                      | 1/25/2024  |
| <b>REFERENCE:</b>             |   | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None   |
| <b>FIELD CHANGE:</b>          | No  | <b>ACCOUNTING METHOD:</b>                 | Amount Based   |
| <b>LOCATION:</b>              |   | <b>PAID IN FULL:</b>                      | No   |
| <b>SCHEDULE IMPACT:</b>       | 5 Days  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |  |
| <b>EXECUTED:</b>              | No  | <b>TOTAL AMOUNT:</b>                      | \$44,236.54  |

**POTENTIAL CHANGE ORDER TITLE:** Acoustical Ceilings

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract is Changed As Follows)

1. Cost for material, labor, and equipment to provide new Acoustical Ceilings.
2. Includes cleaning return air vents and diffusers.
3. Includes final clean and dumpster pull.
4. ACT to be USG88139 1"x2"x2" Mars High-NRC FLB 32SF White.
5. Includes all taxes and shipping.

**ATTACHMENTS:**

| #   | Budget Code                      | Description                  | Amount             |
|---|----------------------------------|------------------------------|--------------------|
| 1   | 9-500-110.SU Acoustical Ceilings | Acoustical Ceilings Material | \$39,496.91        |
| <b>Subtotal:</b>  |                                  |                              | <b>\$39,496.91</b> |
| Overhead and Profit (10.00% Applies to all line item types.): |                                  |                              | \$3,949.69         |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                                  |                              | \$789.94           |
| <b>Grand Total:</b>   |                                  |                              | <b>\$44,236.54</b> |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch 01/30/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

**L&W  
SUPPLY**

L&W Supply - Evans, GA  
408 Columbia Industrial Blvd  
Evans, GA 30809-3688  
Phone: (706) 210-8008

**QUOTE**

**1008831445**

Item 4.

**Account:** 110950 0001  
**Branch:** 7241  
**Phone:** (706) 733-2800  
**Fax:** (706) 733-3879

**Bill To:** R W Allen & Assoc Inc  
PO Box 2406  
Augusta, GA 30903-2406

**Ship To:** R W Allen & Assoc Inc  
PO Box 2406  
Augusta, GA 30903-2406

Page 1 of 1

| PO:                              |     | Ref:   |  | Job:                       |           |
|----------------------------------|-----|--|--|----------------------------|-----------|
| <b>Exp Delv Date:</b> 01/19/24   |     | <b>Sales</b> House - 7995  |  | <b>Type:</b> CPU           |           |
| <b>Activation Date:</b> 01/19/24 |     | <b>Agents</b> M Mathis   |  | <b>Ship Via:</b> CPU       |           |
| <b>Close Date:</b> 02/18/24      |     |  |  | <b>Quoted For:</b>         |           |
|                                  |     |  |  | <b>Quoted By:</b> MM057230 |           |
| QUANTITY                         | UOM | ITEM/DESCRIPTION   |  | PRICE/UOM                  | AMOUNT    |
| 234                              | CT  | USG88139 1" x 2' x 2'<br>USG Mars High-NRC FLB 32SF White<br>8/CT #88139             |  | 2,584.00/MS                | 19,348.99 |
|                                  |     | Subtotal   |  |                            | 19,348.99 |
|                                  |     | Sales Tax 8.0%   |  |                            | 1,547.92  |
|                                  |     | Final sales tax charged may vary depending upon applicable state and local tax laws. |  |                            |           |

**Total:** **\$20,896.91**

ESTIMATE

**Prepared For**RWA- Alex Koch  
AGS gate 3&4**Door Hardware Contractors, Inc.**5930 Anderson Rd  
Grovetown, GA 30813  
Phone: (706) 840-2804  
Email: thedoormen@aol.comEstimate # 284  
Date 01/25/2024  
Business / Tax # 26-1699988

| Description          | Rate        | Quantity | Total       |
|----------------------|-------------|----------|-------------|
| Labor to install ACT | \$18,600.00 | 1        | \$18,600.00 |

RWA- Alex Koch





R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Item 4.  
**PCO #PR#06**

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#06: Temp Generators for PBB

|                        |   |                                       |  |
|------------------------|---|---------------------------------------|--|
| TO:                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | FROM:                                 | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| PCO NUMBER/REVISION:   | PR#06 / 0   | CONTRACT:                             | 23-175 - AGS Gates 3 & 4   |
| REQUEST RECEIVED FROM: |   | CREATED BY:                           | Alex Koch (RW Allen Construction LLC)                                |
| STATUS:                | Approved  | CREATED DATE:                         | 1/23/2024  |
| REFERENCE:             |   | PRIME CONTRACT<br>CHANGE ORDER:       | None   |
| FIELD CHANGE:          | No  | ACCOUNTING METHOD:                    | Amount Based   |
| LOCATION:              |   | PAID IN FULL:                         | No   |
| SCHEDULE IMPACT:       | 0 days  | SIGNED CHANGE ORDER<br>RECEIVED DATE: |  |
| EXECUTED:              | No  | TOTAL AMOUNT:                         | \$2,302.03   |

POTENTIAL CHANGE ORDER TITLE: Temp Generators for PBB

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

1. Labor and material for the electrical temporary power connection to the Jet Bridges.
2. Generator and associated cabling by others.
3. Includes disconnecting power when ready to install the permanent power.

ATTACHMENTS:

| #   | Budget Code                          | Description                           | Amount     |
|---|--------------------------------------|---------------------------------------|------------|
| 1   | 16-100-100.SU Electrical Subcontract | Temp Generator Electrical Connections | \$2,056.38 |
| Subtotal:   |                                      |                                       | \$2,056.38 |
| Overhead and Profit (10.00% Applies to all line item types.): |                                      |                                       | \$205.64   |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                                      |                                       | \$41.11    |
| Grand Total:  |                                      |                                       | \$2,302.03 |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

*Alex Koch*

*02/16/2024*

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



130 IRELAND BLVD | AUGUSTA, GEORGIA 30908  
(707) 708 855 9300 | (707) 708 855 5073

# Change Order

Item 4.

C/O Date: 2/8/2024

GA # EN214855

SC # M109989

IrelandElectricCorp.com

Quoted to: RW Allen, LLC  
1015 Broad Street  
Augusta, GA 30901

Regarding Job: 231002  
Augusta Regional Airport  
Augusta Regional Gates 3 & 4  
1501 Aviation Way  
Augusta, GA 30906

C/O No: 231002-04

| Description                         | Amount   |
|-------------------------------------|----------|
| Labor to install generator cabling. | 2,055.38 |

### \*\*Please Note\*\*

Due to material pricing volatility, all pending change orders will only be valid for 15 days.

|                        |    |              |
|------------------------|----|--------------|
| Original Contract      | \$ | 1,329,322.00 |
| Previous Change Orders | \$ | 19,939.83    |
| Revised Contract       | \$ | 1,349,261.83 |
| Current Change Order   | \$ | 2,055.38     |
| New Contract Total     | \$ | 1,351,317.21 |

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
RW Allen, LLC

Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
Ireland Electric Corporation

Ireland Electric Corporation  
130 Ireland Blvd

Item 4.

Augusta, GA 30806

Job Name: AGS GATES 3 & 4

Location: ,

Bid Date: 05/31/2023

CO #: GENERATOR CABLING

Bid Item:

## Change Order Summary

## Adjustments

|                                |                                |        |                 |  |
|--------------------------------|--------------------------------|--------|-----------------|--|
| 30.00                          | Hours @ \$45.00                |        | \$1,350.00      |  |
| 0.00                           | Foreman Hours @ \$0.00         |        | \$0.00          |  |
| 0.00                           | General Foreman Hours @ \$0.00 |        | \$0.00          |  |
|                                | Taxes & Insurance At           | 25.00% | \$337.50        |  |
|                                | Time and a Half                | 0.00   | \$0.00          |  |
|                                | Double Time Hours              | 0.00   | \$0.00          |  |
|                                | Triple Time Hours              | 0.00   | \$0.00          |  |
|                                | Taxes & Insurance on OT Hours  |        | \$0.00          |  |
| Total Labor Cost               |                                |        | \$1,687.50      |  |
| Material                       |                                |        | \$0.00          |  |
| Sales Tax On Material @ 8.000% |                                |        | \$0.00          |  |
| Job Expenses                   |                                |        | \$0.00          |  |
| Sub-Contracts                  |                                |        | \$0.00          |  |
| Contractor Cost                |                                |        | \$1,687.50      |  |
| Overhead                       |                                |        | 0% (composite)  |  |
| Cost with Overhead             |                                |        | \$1,687.50      |  |
| Profit                         |                                |        | 20% (composite) |  |
| Cost with O.H. + Profit        |                                |        | \$337.50        |  |
|                                |                                |        | \$2,025.00      |  |
| Supervision                    |                                |        | 0%              |  |
| Bid Security %                 |                                |        | 20%             |  |
| Restock Charge                 |                                |        | \$0.00          |  |
| Allowances                     |                                |        | \$0.00          |  |
| Bond Premium                   |                                |        | 1.50%           |  |
| Change Order Price             |                                |        | \$30.38         |  |
|                                |                                |        | \$2,055.38      |  |

### Square Footage Analysis based on 0 Square Feet

|      |  |
|------|--|
| 0.00 | Bid Price per Square Foot              |
| 0.00 | Material Cost with Tax per Square Foot |
| 0.00 | Labor Hours per Square Foot            |
| 0.00 | Quoted Material per Square Foot        |
| 0.00 | Non-Quoted Material per Square Foot    |

**Ireland Electric Corporation**  
**130 Ireland Blvd**

**Augusta, GA 30806**

**Estimate Items - Detail**

**Phase/Area:** (All Phase/Areas)

**Job Name:** AGS GATES 3 & 4 - CO:  
 GENERATOR CABLING

**Location:** ,

**Bid Date:** 05/31/2023

**Job Type:**

**Bid Item:**

**Job #:**

**Loadcenters and Panels**

**Material Dollars**

**Labor Hours**

| Description                      | Quantity | Per | Price  | Total  | Labor     | Total |
|----------------------------------|----------|-----|--------|--------|-----------|-------|
| INSTALL GENERATOR CABLING        | 1        | E   | \$0.00 | \$0.00 | 30.00     | 30.00 |
| Total for Loadcenters and Panels |          |     |        | \$0.00 | 30.00 Hrs |       |
| Total Material                   |          |     |        | \$0.00 | 30.00 Hrs |       |



PCO #PR#07

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#07: Roof Drain Demo Credit

|                        |  |                                       |  |
|------------------------|--|---------------------------------------|--|
| TO:                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta , Georgia 30906 | FROM:                                 | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| PCO NUMBER/REVISION:   | PR#07 / 0  | CONTRACT:                             | 23-175 - AGS Gates 3 & 4   |
| REQUEST RECEIVED FROM: |  | CREATED BY:                           | Alex Koch (RW Allen Construction LLC)                                |
| STATUS:                | Approved   | CREATED DATE:                         | 2/16/2024  |
| REFERENCE:             |  | PRIME CONTRACT<br>CHANGE ORDER:       | None   |
| FIELD CHANGE:          | No   | ACCOUNTING METHOD:                    | Amount Based   |
| LOCATION:              |  | PAID IN FULL:                         | No   |
| SCHEDULE IMPACT:       | 0 days   | SIGNED CHANGE ORDER<br>RECEIVED DATE: |  |
| EXECUTED:              | No   | TOTAL AMOUNT:                         | (\$3,247.26)   |

POTENTIAL CHANGE ORDER TITLE: Roof Drain Demo Credit

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

1. Credit to reduce the amount of roof drain demolition by using existing roof drain piping per the attached markup.

### ATTACHMENTS:

[Overlay \(2\).pdf](#)

| #            | Budget Code                        | Description     | Amount       |
|--------------|------------------------------------|-----------------|--------------|
| 1            | 15-400-100.SU Plumbing Subcontract | Roof Drain Demo | \$(3,247.26) |
| Grand Total: |                                    |                 | \$(3,247.26) |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta , Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

*Alex Koch* 02/16/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE




**Coleman Construction, Inc.**
[www.Coleman-Construction.com](http://www.Coleman-Construction.com)
**Plumbing & Mechanical Piping Contractors**

## Request for Change Order CREDIT

To: RW Allen  
Attn: Alex Koch

Date: 02/12/2024  
RCO # 3

Project: Augusta Regional Airport Gates 3 & 4  
Augusta, Ga.

Re: Existing Storm CREDIT

Alex,

Below is a breakdown of this RCO CREDIT for not performing the demolition of the existing roof drain piping inside the existing lobby area of the Gate 3 & 4 project.

|                                 |                    |
|---------------------------------|--------------------|
| <b>Material:</b>                | <b>\$ 1,057.00</b> |
| <b>10% Mark-up:</b>             | <b>\$ 105.70</b>   |
| <b>8% Tax:</b>                  | <b>\$ 84.56</b>    |
| <b>Labor (\$125/hour/crew):</b> | <b>\$ 2,000.00</b> |
| <b>Total RCO:</b>               | <b>\$ 3,247.26</b> |

Please let us know as soon as possible if these changes are approved so that we may order the required materials and proceed with installation.

If you have any questions or comments, or if you need any additional information, please do not hesitate to contact me.

Thank You,

Chris Rollins Jr.  
Project Manager/Estimator





# PCO #PR#08

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#08: Masters Tunnel

|                               |   |   |  |
|-------------------------------|---|---|--|
| <b>TO:</b>                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | <b>FROM:</b>                              | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>PCO NUMBER/REVISION:</b>   | PR#08 / 0   | <b>CONTRACT:</b>                          | 23-175 - AGS Gates 3 & 4   |
| <b>REQUEST RECEIVED FROM:</b> |   | <b>CREATED BY:</b>                        | Alex Koch (RW Allen Construction LLC)                                |
| <b>STATUS:</b>                | Approved  | <b>CREATED DATE:</b>                      | 2/15/2024  |
| <b>REFERENCE:</b>             |   | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None   |
| <b>FIELD CHANGE:</b>          | No  | <b>ACCOUNTING METHOD:</b>                 | Amount Based   |
| <b>LOCATION:</b>              |   | <b>PAID IN FULL:</b>                      | No   |
| <b>SCHEDULE IMPACT:</b>       | 5 days  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |  |
| <b>EXECUTED:</b>              | No  | <b>TOTAL AMOUNT:</b>                      | \$20,272.00  |

**POTENTIAL CHANGE ORDER TITLE:** Masters Tunnel

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract is Changed As Follows)

1. Cost for labor and material to two (2) build Masters Tunnels per marked-up drawing.
2. Includes removal after the Masters.
3. Includes two (2) light fixtures in each tunnel.
4. Includes demolition of temporary wall and glass as needed for a secure connection from Jet Bridges to the holding room.
5. Fire protection not included per direction of Fire Marshal.
6. Includes 9' tall drywall walls and ceilings (not finished or painted).
7. Work related to ticketing booths is excluded.
8. Delays in schedule associated with not being able to work before and during the Masters event are not included in this change order, RW Allen holds its right to ask for additional time and costs associated with that delay until after work is able to resume.

### ATTACHMENTS:

| #   | Budget Code                          | Description  | Amount             |
|---|--------------------------------------|--|--------------------|
| 1   | 9-250-100.SU Gypsum & Metal Stud Sub | Masters Tunnel   | \$16,100.00        |
| 2   | 16-100-100.SU Electrical Subcontract | Masters Tunnel Electrical  | \$500.00           |
| 3   | 1-475-100.LA Misc. Labor             | GC Costs Related to Tunnel (Dumpster, Cleaning, Moving Chairs, Etc.) | \$1,500.00         |
| <b>Subtotal:</b>  |                                      |  | <b>\$18,100.00</b> |
| Overhead and Profit (10.00% Applies to all line item types.): |                                      |  | \$1,810.00         |
| Bonds and Insurance (2.00% Applies to all line item types.):  |                                      |  | \$362.00           |
| <b>Grand Total:</b>   |                                      |  | <b>\$20,272.00</b> |



PCO #PR#08

Item 4.

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta , Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

*Alex Koch* 02/16/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Alex Koch <akoch@rwallen.com>

**Teresa Bright** <tbright@gpkconstructiongroup.com>  
To: Alex Koch <akoch@rwallen.com>

Mon, Feb 12, 2024 at 7:26 PM

Hello Alex,

As follow-up to our conversation on Friday, I have revised our quote to also include the cost to remove both tunnels after The Masters and restore the temp wall. The updated quote is \$16,100.00. Please let me know if you have any additional questions.

Regards,

**Teresa Bright Goff**

President

Mobile: 847|722|6897

E-Mail: [tbright@gpkconstructiongroup.com](mailto:tbright@gpkconstructiongroup.com)







Item 4.

PCO #PR#09

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#09: Temporary Wall Redesign

|                        |  |                                       |  |
|------------------------|--|---------------------------------------|--|
| TO:                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta , Georgia 30906 | FROM:                                 | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| PCO NUMBER/REVISION:   | PR#09 / 0  | CONTRACT:                             | 23-175 - AGS Gates 3 & 4   |
| REQUEST RECEIVED FROM: |  | CREATED BY:                           | Alex Koch (RW Allen Construction LLC)                                |
| STATUS:                | Approved   | CREATED DATE:                         | 2/15/2024  |
| REFERENCE:             |  | PRIME CONTRACT<br>CHANGE ORDER:       | None   |
| FIELD CHANGE:          | No   |                                       |  |
| LOCATION:              |  | ACCOUNTING METHOD:                    | Amount Based   |
| SCHEDULE IMPACT:       | -2 days  | PAID IN FULL:                         | No   |
| EXECUTED:              | No   | SIGNED CHANGE ORDER<br>RECEIVED DATE: |  |
|                        |  | TOTAL AMOUNT:                         | (\$18,500.00)  |

POTENTIAL CHANGE ORDER TITLE: Temporary Wall Redesign

CHANGE REASON: Change to Plans

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Follows)

1. Credit to reduce the temporary wall design.

### ATTACHMENTS:

| #            | Budget Code                            | Description             | Amount        |
|--------------|--|-------------------------|---------------|
| 1            | 1-400-200.SU Temporary Wall Partitions | Temporary Wall Redesign | \$(18,500.00) |
| Grand Total: |  |                         | \$(18,500.00) |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta , Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch

02/16/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



# PCO #PR#10

R W Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901  
Phone: (706) 733-2800  
Fax: (706) 733-3879

Project: 23-175 - AGS Gates 3 & 4  
1501 Aviation Way  
Augusta, Georgia 30906

## Prime Contract Potential Change Order #PR#10: Aluminum Window Credit

|                               |   |   |  |
|-------------------------------|---|---|--|
| <b>TO:</b>                    | Augusta Regional Airport<br>1501 Aviation Way<br>Augusta, Georgia 30906 | <b>FROM:</b>                              | RW Allen Construction LLC<br>1015 Broad St<br>Augusta, Georgia 30901 |
| <b>PCO NUMBER/REVISION:</b>   | PR#10 / 0   | <b>CONTRACT:</b>                          | 23-175 - AGS Gates 3 & 4   |
| <b>REQUEST RECEIVED FROM:</b> |   | <b>CREATED BY:</b>                        | Alex Koch (RW Allen Construction LLC)                                |
| <b>STATUS:</b>                | Approved  | <b>CREATED DATE:</b>                      | 2/15/2024  |
| <b>REFERENCE:</b>             |   | <b>PRIME CONTRACT CHANGE ORDER:</b>       | None   |
| <b>FIELD CHANGE:</b>          | No  | <b>ACCOUNTING METHOD:</b>                 | Amount Based   |
| <b>LOCATION:</b>              |   | <b>PAID IN FULL:</b>                      | No   |
| <b>SCHEDULE IMPACT:</b>       | 0 days  | <b>SIGNED CHANGE ORDER RECEIVED DATE:</b> |  |
| <b>EXECUTED:</b>              | No  | <b>TOTAL AMOUNT:</b>                      | (\$19,689.30)  |

**POTENTIAL CHANGE ORDER TITLE:** Aluminum Window Credit

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** (The Contract Is Changed As Follows)

1. Credit to reuse two (2) existing Aluminum Glass windows.
2. Warranty on these windows will extend to the labor, not the material.
3. Includes fixing minor incidental damages (a couple of broken pieces of glass or minor repairs to the frame).

**ATTACHMENTS:**

| #                   | Budget Code                     | Description            | Amount               |
|---------------------|---------------------------------|------------------------|----------------------|
| 1                   | 8-400-300.SU Storefront Windows | Aluminum Window Credit | \$(19,689.30)        |
| <b>Grand Total:</b> |                                 |                        | <b>\$(19,689.30)</b> |

Robert Moore (Mead & Hunt)

Augusta Regional Airport  
1501 Aviation Way  
Augusta, Georgia 30906

RW Allen Construction LLC  
1015 Broad St  
Augusta, Georgia 30901

Alex Koch

02/19/2024

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



## Commission Meeting

March 19, 2024

HCD\_ Vetted Investments & Acquisition HOME Agreement

---

|                    |   |
|--------------------|---|
| <b>Department:</b> | HCD   |
| <b>Presenter:</b>  | Hawthorne Welcher, Jr. and/or HCD Staff   |
| <b>Caption:</b>    | Motion to <b>approve</b> Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to Vetted Investments and Acquisition to develop new construction of four (4) affordable single family units on Lyman Street. <b>(Approved by Administrative Services Committee March 12, 2024)</b>   |
| <b>Background:</b> | Housing and Community Development and Vetted Investments & Acquisition have worked together to build five Veteran single family units on Cedar Street. Vetted Investments have proposed to construct four single family units on Lyman Street. The units will be geared toward the new initiative T.E.A.C.H. which stands for Tenured Educators Affordable Community Housing. This initiative is a multi-phased infill development that will provide access to homeownership opportunities to educators and employees of Richmond County Board of Education (RCBOE) that are within the required income limits for the HOME Investment Partnership Program. HCD along with Vetted Investments & Acquisition has agreed to partner to fund 50/50 on the development of four units on Lyman Street. This is another initiative to Resurging South Augusta. HCD is requesting to provide HOME funds to assist in construction of these four units. HCD will provide 50% of total development cost and a 16% developer's fee to construct the four units. |

Vetted Investments is requesting:

- 2533 Lyman Street, Augusta, GA 30906: Total Construction Cost: \$168,413.00 Total Request \$84,207.00
- 2537 Lyman Street, Augusta, GA 30906: Total Construction Cost: \$168,413.00 Total Request \$84,207.00
- 2558 Lyman Street, Augusta, GA 30906: Total Construction Cost: \$168,413.00 Total Request \$84,207.00
- 2567 Lyman Street, Augusta, GA 30906: Total Construction Cost: \$168,413.00 Total Request: \$84, 207.00

The funding request is to assist with the cost associated with the construction of four (4) affordable single family units.

Item 5.

**Analysis:**

Approval of the contract will allow the partnership to construct four (4) single family units in the Lyman/Dover Community on Lyman Street area to aid in the fight of blight.

**Financial Impact:**

HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$336,828.00 to assist in the construction of four (4) single family affordable housing units.

**Alternatives:**

Do not approve HCD's Request.

**Recommendation:**

Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to Vetted Investments and Acquisition to develop new construction of four (4) affordable single family units on Lyman Street.

**Funds are available in the following accounts:**

Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.

HOME Funds: 22107 3212

**REVIEWED AND  
APPROVED BY:**

Procurement

Finance

Law

Administrator

Clerk of Commission

**CONTRACT**

Between

**AUGUSTA, GEORGIA**

And

**VETTED INVESTMENTS & ACQUISITION****In Partnership with****WARRICK DUNN COMMUNITIES**

In the amount of

**\$ 84,207.00****Eighty-Four Thousand Two Hundred Seven Dollars & 00/100**For Fiscal Year **2022**

Providing Funding From

**HOME INVESTMENT PARTNERSHIPS PROGRAM*****“2533 Lyman Street– Single Family”***


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**THIS AGREEMENT** (“*Contract*”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Vetted Investments & Acquisition, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Vetted Investments*”) as party in the second part.

**WITNESSETH**

**WHEREAS**, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

**WHEREAS**, Vetted Investments & Acquisition will be involved in HOME eligible activities; and

**WHEREAS**, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through



eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2024 Annual Action Plan; and

**WHEREAS**, Augusta wishes to enter into a contractual agreement with Vetted Investments & Acquisition for the administration of HOME eligible affordable housing development activities; and

**WHEREAS**, this activity has been determined to be an eligible HOME activity according to 24 CFR 92.504(c)(13), and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development Regulations.

**WHEREAS**, Vetted Investments & Acquisition has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

**WHEREAS**, Vetted Investments & Acquisition has been selected and approved to partner with Capital Rise, LLC as development partners to assist in the development of the Lyman Street area.

**WHEREAS**, Vetted Investments & Acquisition has agreed to match HOME funds 50% of total construction cost in form of reimbursement.

**WHEREAS**, Vetted Investments & Acquisition has requested, and Augusta has approved a total of \$ 84,207.00 in HOME funds to perform eligible activities as described in Article I below;

**NOW, THEREFORE**, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

#### **a. Project Description**

Vetted Investments & Acquisition agrees to utilize approved HOME funds to support project related costs associated with property located at 2533 Lyman Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*

- ii. *Will participate in bi-weekly construction meetings.*
- iii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. *Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta*
- v. *All projects are to possess the following components:*
  - 1. Evidence of Site Control
  - 2. At the time of sales, evidence that a qualified homebuyer has been identified, received, and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
  - 3. If at the time of construction, there is no approved homebuyer, VETTED INVESTMENTS must utilize the services of a licensed Realtor to market and sale the unit.

**B. Use of Funds**

HOME Program funds shall be used by Vetted Investments & Acquisition for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

**a. Construction Costs**

An amount not to exceed \$ **84,207.00** in a HOME funds shall be expended by Vetted Investments & Acquisition from Year 2020 HOME Program funds for construction costs related to the development of one (1)) single family unit at 2533 Lyman Street in the Lyma/Dover Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees.

The address for this project is:

- i. 2533 Lyman Street, Augusta, Georgia 30901

Initial: \_\_\_\_\_

**C. Program Location and Specific Goals to be Achieved**

Vetted Investments shall conduct project development activities and related services in its project area that incorporates the following boundaries: Deansbridge Road. on the West; Lumpkin Road on the East; Dover Street on the South; and Peach Orchard on the North and its designated geographic boundaries approved by AHCD.

**D. Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Vetted Investments & Acquisition will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Vetted Investments & Acquisition shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

**ARTICLE II. BUDGET AND METHOD OF PAYMENT**

Vetted Investments & Acquisition will be compensated in accordance with Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Vetted Investments & Acquisition will carry out this project with implementation oversight provided by HCD. Vetted Investments & Acquisition agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Vetted Investments & Acquisition, may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

**A. Funds**

Augusta shall designate and make HOME Program funds available in the following manner: **\$84,207.00** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Vetted Investments & Acquisition compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) is located in Appendix B. For invoicing, Vetted Investments & Acquisition will include documentation showing proof of payment in

the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.

- b. HCD will monitor the progress of the project and Vetted Investments & Acquisition performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Vetted Investments & Acquisition and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

*Initial:* \_\_\_\_\_

## **B. Project Financing**

HCD will fund fifty percent (50%) of the total construction costs of this single project and seeks to provide Vetted Investments & Acquisition with the necessary Agreement.

Augusta Housing and Community Development will fund VETTED INVESTMENTS fifty percent (50%) of construction on four units (2533 Lyman Street, 2535 Miller Street, 2537 Lyman and 2539 Lyman Street). As VETTED INVESTMENTS agrees to work in sole partnership with HCD in the development of units.

The Augusta Housing and Community Development Department (AHCD) and WD Communities will fund no more than **\$ 84,207.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: \_\_\_\_\_

**C. Timetable for Completion of Project Activities**

Vetted Investments & Acquisition shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Vetted Investments & Acquisition will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

**a. Liquidated Damages**

- i. *Vetted Investments & Acquisition shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

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**D. Project Budget: Limitations**

1. Vetted Investments & Acquisition shall be paid a total consideration of no more than \$ **84,207.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Vetted Investments & Acquisition. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Vetted Investments & Acquisition.

2. Vetted Investments & Acquisition shall adhere to the following budget in the performance of this contract:

|                     |                     |
|---------------------|---------------------|
| <b>Construction</b> | <b>\$ 84,207.00</b> |
|---------------------|---------------------|

|                                 |                     |
|---------------------------------|---------------------|
| <b>TOTAL HOME PROJECT COST:</b> | <b>\$ 84,207.00</b> |
|---------------------------------|---------------------|

Initial: \_\_\_\_\_

**ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]**

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that



Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

#### **ARTICLE IV. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Vetter Investments & Acquisition (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II. C, or in accordance with Article X: Suspension and Termination.

#### **ARTICLE V: DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Vetter Investments & Acquisition or any contractor/subcontractor hereunder. All payments to Vetter Investments & Acquisition by Augusta will be made on a per performance request through the AIA Document.
- B. Vetter Investments & Acquisition shall maintain a separate account and accounting process for HOME funding sources.
- C. Vetter Investments & Acquisition shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Vetter Investments & Acquisition compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Vetter Investments & Acquisition for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no

later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.

- G. Vetted Investments & Acquisition shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Vetted Investments & Acquisition.

*Initial:* \_\_\_\_\_

## **ARTICLE VIII ADMINISTRATIVE REQUIREMENTS**

### **A. Conflict of Interest**

Vetted Investments & Acquisition agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Vetted Investments & Acquisition. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Vetted Investments & Acquisition in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Vetted Investments & Acquisition. In such instances, Vetted Investments & Acquisition shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Vetted Investments & Acquisition.

- C. Statutes, regulations, guidelines, and forms referenced throughout this Contract are listed in Appendix A and are attached and included as part in parcel to this Contract.

## ARTICLE IX. OTHER REQUIREMENTS

### A. Fair Housing

Vetted Investments & Acquisition agrees that it will conduct and administer HOME activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in Vetted Investments & Acquisition publications and/or advertisements. (24 CFR 570.601).

### Non-Discrimination and Accessibility

Vetted Investments & Acquisition agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

### Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Vetted Investments & Acquisition if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

### D. Labor Standards

1. General: Vetted Investments & Acquisition agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Vetted Investments & Acquisition will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify

in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Vetted Investments & Acquisition agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Vetted Investments & Acquisition agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Vetted Investments & Acquisition agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Vetted Investments & Acquisition agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Vetted Investments & Acquisition will in all solicitations or advertisements for employees placed by or on behalf of Vetted Investments & Acquisition; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

Vetted Investments & Acquisition agrees that low- and moderate-income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the HOME Regulations and Section 570.608 of the CDBG Regulations, Vetted Investments & Acquisition agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

Vetted Investments & Acquisition agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, Vetted Investments & Acquisition agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by Vetted Investments & Acquisition for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Vetted Investments & Acquisition fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Vetted Investments & Acquisition shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Vetted Investments & Acquisition shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. Vetted Investments & Acquisition agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract



Vetted Investments & Acquisition shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

Vetted Investments & Acquisition agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Affirmative Action

Vetted Investments & Acquisition will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Vetted Investments & Acquisition will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Vetted Investments & Acquisition social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vetted Investments & Acquisition agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Vetted Investments & Acquisition agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Vetted Investments & Acquisition and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Vetted Investments & Acquisition will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. Vetted Investments & Acquisition will not discriminate against any person applying for shelter on the basis of religion. Vetted Investments & Acquisition will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

U. Indirect Costs

Indirect costs will only be paid if Vetted Investments & Acquisition has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Vetted Investments & Acquisition shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

**W     Construction Requirements - SEE APPENDIX C**

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

**ARTICLE     X.            SUSPENSION AND TERMINATION**

- A.     In the event Vetted Investments & Acquisition materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Vetted Investments & Acquisition cures any breach of the contract. If Vetted Investments & Acquisition fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.
- B.     Notwithstanding the above, Vetted Investments & Acquisition shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Vetted Investments & Acquisition for the purposes of set off until such time as the exact amount of damages is determined.
- C.     In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Vetted Investments & Acquisition breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D.     Notwithstanding any termination or suspension of this Contract, Vetted Investments & Acquisition shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

**ARTICLE XI.    NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notice at the address indicated below:

Office of the Administrator

Municipal Building  
535 Telfair Street  
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department  
510 Fenwick Street  
Augusta, GA 30901

Vetted Investments & Acquisition will receive all notices at the address indicated below:

Vetted Investments & Acquisition  
2333 Woodsman Drive  
Augusta, Georgia 30906

## **ARTICLE XII. INDEMNIFICATION**

Vetted Investments & Acquisition will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Vetted Investments & Acquisition specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Contract, or should the terms of this Contract in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Contract.

## **ARTICLE XIII. INSURANCE AND BONDING**

Vetted Investments & Acquisition shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Vetted Investments & Acquisition shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Vetted Investments & Acquisition handling or charged with the responsibility for handling funds and property pursuant to this contract. VETTED INVESTMENTS shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Vetted Investments & Acquisition shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be

provided by Vetted Investments & Acquisition hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

#### **ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS**

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to Vetted Investments & Acquisition beyond the term of this Contract.

#### **ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

#### **ARTICLE XVI. ANTI-LOBBYING**

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

## ARTICLE XVII. COUNTERPARTS

This Agreement is executed in two (2) counterparts – each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

ATTEST:

**AUGUSTA, GEORGIA**

(Augusta)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Takiyah A. Douse  
As its Interim Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Hawthorne Welcher, Jr.  
As its Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

ATTEST:

**VETTED INVESTMENTS & ACQUISITION**

BY: \_\_\_\_\_

Its: \_\_\_\_\_ Date

ATTEST:

**WD COMMUNITIES**

BY: \_\_\_\_\_

Its: \_\_\_\_\_ Date

\_\_\_\_\_  
Plain Witness                      Date

## **APPENDIX A**

### Statutes:

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

### **Forms:**

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report



## APPENDIX B

### REPORTING REQUIREMENTS

Vetted Investments & Acquisition shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports  
Due the 15<sup>th</sup> of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30<sup>th</sup>*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Vetted Investments & Acquisition shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Vetted Investments & Acquisition shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

## APPENDIX C

### CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
  - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
  - E. Model Energy Code, 1997, Council of American Building Officials.
  - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
  - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.
4. Change Orders: Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
  - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. Inspections. The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

## EXHIBIT “A”

### PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$84,207.00** in Year 2022 HOME Investment Partnerships funds to Vetted Investments & Acquisition. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Vetted Investments & Acquisition in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Vetted Investments & Acquisition may use HOME funds under this contract for all the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
  - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
    1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
    2. To any acts of the Owner that hinder the progress of the work.
    3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
6. Construction Costs and Requirements
- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
  - b. Vetted Investments & Acquisition will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
  - c. Vetted Investments & Acquisition must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Vetted Investments & Acquisition must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
  - d. Vetted Investments & Acquisition must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
  - e. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

## EXHIBIT “B”

**PROJECT SCHEDULE OF COMPLETION**

VETTED INVESTMENTS & ACQUISITION MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.





## Commission Meeting

March 19, 2024

### Emergency – E911 Power Generator Replacement

|   |   |
|---|---|
| <b>Department:</b>                                    | Central Services Department   |
| <b>Presenter:</b>                                     | Ron Lampkin   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the transfer of funds from E911 fund balance to E911 Capital balance in the amount of \$231,418 for the emergency replacement of the power generator at E911 Emergency Services Department by Georgia Power. ( <b>Approved by Administrative Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | E911 Emergency Services Department's current power generator has presented several mechanical and control related malfunctions. Due to these issues, age, and hours of service of the unit, it was highly recommended that the generator be replaced. E911 requires and relies on the use of a functional generator to ensure it has the capability to respond to all county emergencies. It is of utmost importance and urgency that this unit be replaced to eliminate any potential downtime of the building and this essential service. |
| <b>Analysis:</b>                                      | <p>Georgia Power will perform the corresponding replacement work and preventive maintenance of the new unit.</p> <p>The fund balance usage for the generator replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.</p>  |
| <b>Financial Impact:</b>                              | \$231,418.00, E911 Fund Balance   |
| <b>Alternatives:</b>                                  | <p>A – Approve</p> <p>B – Do not Approve</p>  |
| <b>Recommendation:</b>                                | Approve the transfer of funds from E911 fund balance to E911 Capital balance in the amount of \$231,418 for the emergency replacement of the power generator at E911 Emergency Services Department by Georgia Power.  |
| <b>Funds are available in the following accounts:</b> | \$231,418.00, E911 Fund Balance   |



## Central Services Department

Ron Lampkin, Interim Director  
Maria Rivera-Rivera, Deputy Director

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

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Department  
**FROM:** Ron Lampkin, Interim Director, Central Services Department  
**DATE:** March 4, 2024  
**SUBJECT:** Emergency Memo – 911 Center Generator

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at the 911 Emergency Center relating to the power generator.

During an emergency service call, the 911 power generator presented several mechanical and control related malfunctions. Due to the previous issues, age, and hours of service of the unit, it was highly recommended that the generator be replaced. The 911 Emergency Center requires and relies on the use of a functional generator to ensure it has the capability to respond to all county emergencies. It is of utmost importance and urgency that this unit be replaced to eliminate a potential downtime of the building and this essential service.

The proposed unit will be a 250Kw Diesel Generator with a 5yr./2000hr. manufacturer warranty. It will also include a 5-year preventive maintenance contract. Removal of the existing unit and installation of the new unit is accounted for in the proposal cost.

Please process a purchase order to Georgia Power Company in the amount of \$231,418.00 for the replacement of the 911 emergency generator and preventive maintenance contract.

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

RL/mcrr

*C. Sams*  
*3-4-24*

**Maria Rivera-Rivera**

---

**From:** Harrington, Tammy J. <TJHARRIN@southernco.com>  
**Sent:** Monday, March 4, 2024 1:11 PM  
**To:** Maria Rivera-Rivera  
**Subject:** [EXTERNAL] 911 Generator Proposal

Hello Maria ,

Please allow this email to serve as confirmation that the price that was submitted to Augusta Richman County in the Georgia Power Proposal is still the valid turnkey price.

Thanks again,

Tammy Harrington

Georgia Power

770-550-5370

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Georgia Power

# Proposal for AUGUSTA RICHMOND COUNTY

Augusta Richmond Co - 911 Replacement  
Generator 444 Taylor Street

Monday, January 8, 2024

Prepared by: Steven Faulkner, Kathy Randolph and Tammy Harrington





# Proposal

241 Ralph McGill Blvd. NE  
Solutions Sales Bin 10210  
Atlanta, GA 30308  
770-550-5370

Monday, January 8, 2024

## AUGUSTA RICHMOND COUNTY

Maria Rivera-Rivera  
Deputy Director, Facilities  
Augusta-Richmond County--Central Services Department

## Re: Augusta Richmond Co - 911 Replacement Generator 444 Taylor Street

Georgia Power Company is pleased to offer you our proposal to provide the following **Turnkey Design/Build** and commissioning of a 250 kw Winco Diesel Generator, Transfer Switch and Annunciator at the 911 Emergency Communication Center located at 444 Taylor Street, Augusta GA , 30901.

**Scope Description:** Furnish and install diesel-fired standby generator, transfer switch and annunciator.

### Scope of work:

- Provide and ship to customer location, (1) 250 kW 3 phase 120/208V Winco Diesel Generator with enclosure and 845-gallon base fuel tank (2-10 weeks lead time).
- Provided equipment will meet industrial standards and will have a non-proprietary digital Deep Sea 7310 controller.
- Genset will have a FPT industrial Diesel engine and Stamford Newage 12 lead alternator ends.
- Provide and ship to customer (1) Asco 300G industrial Transfer switch rated at 208 volts/600 amp.
- ATS is service entrance rated in a Nema 1 Enclosure.
- Removal of existing generator, crane rental, and installation are included.
- On-site start up and commissioning will be included in this quote.
- Warranty registration, along with a 5yr./2000 hr. manufacturer's warranty
- Warranty will go into effect at completion of start-up.
- 5-year Preventive Maintenance Plan to include (2) services Per Year.
- Provide rental generator and wire into transfer switch.

### Exclusions and Clarifications:

- Pricing assumes re-use of existing concrete pads.
- Pricing assumes the re-use of existing power and control conductors.
- Local, State, & Federal Tax excluded.
- Initial fueling of Genset will be customers responsibility.
- Concrete cutting or replacement.
- Additional conduit runs or feeder cable excluded.
- **Code Upgrades, Environmental Remediation, or Special Permitting is not included.**

### Pricing Details:

|  | Pricing   |
|--|-----------|
| PM Contract (5-year Term)  | \$9,959   |
| 250Kw Diesel Generator, transfer switch, annunciator, rental generator and wire into transfer switch | \$221,459 |

**The total price is \$231,418.00 plus any applicable taxes**

#### Notes:

- Additional fees for GPC regulated facilities, easements, ingress and egress, environmental permitting, utility locates etc. are not included in the price above.
- Utility Services not responsible for damages Resulting from "pre-existing conditions"
- This price does not include any regulated charges.

This offer is valid for thirty days or until earlier revoked by Georgia Power Company, and it is made in accordance with and subject to the terms and conditions attached hereto. Such terms and conditions are expressly incorporated by reference into this letter and shall be binding on the parties.

***This proposal is subject to and is pending final approval by Georgia Power management subsequent to customer acceptance.***

If you wish to accept this offer and the terms and conditions of this letter, please indicate your acceptance by signing below and returning this letter to me at your convenience.

Thank you again for allowing us the opportunity to present our proposal. We are very eager to serve your system needs and look forward to hearing from you soon.

Sincerely,

*Tammy Harrington*

Solutions Sales - Georgia Power Company  
Phone – 770-550-5370 - Email – [TJHARRIN@southernco.com](mailto:TJHARRIN@southernco.com)



The undersigned unconditionally agrees to engage Georgia Power Company to perform the Project and to purchase the equipment and/or services described above from Georgia Power Company on and subject to the terms and conditions of this letter agreement.

**AUGUSTA RICHMOND COUNTY****GEORGIA POWER COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: - Terms and Conditions

### TERMS AND CONDITIONS

1. **THE TERMS SPECIFIED HEREIN TAKE PRECEDENCE OVER AND SUPERCEDE ANY CONFLICTING OR DIFFERENT TERMS SET FORTH IN ANY NEGOTIATIONS, AGREEMENTS, DISCUSSIONS OR CORRESPONDENCE BETWEEN THE PARTIES.**
2. These Terms and Conditions, and the letter agreement attached hereto (collectively, the "Agreement"), constitute the entire agreement between Georgia Power Company (the "Company") and the customer (the "Customer" and, collectively with the Company, the "Parties") as to the subject matter hereof, and no modification shall be binding unless in writing and signed by each of the Parties.
3. The Customer acknowledges that the Company is not the manufacturer of any of the equipment or materials furnished to Customer pursuant to this Agreement, and that the Company shall not be liable for claims arising out of the manufacture or design thereof.
4. The Company will perform the Project work in a professional and workmanlike manner with a reasonable degree of care, skill and diligence and in accordance with this Agreement. If the performance of any portion of the Project fails to comply with these requirements, and the Customer gives written notice of such failure to the Company not later than one (1) month following the completion of the Project, then, to the extent necessary to cure such failure, the Company shall repair, replace, or reperform, at its option, the affected portion of the work at no additional cost to the Customer.
5. **THE ONLY WARRANTY CONCERNING THE PROJECT (OR ANY GOODS, EQUIPMENT, MATERIALS OR SERVICES INCLUDED THEREIN) IS SET FORTH IN ABOVE PARAGRAPH 4. THE COMPANY DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, OR OTHERWISE, WITH RESPECT TO THE PROJECT (OR ANY EQUIPMENT OR OTHER GOODS OR MATERIALS OR SERVICES THEREIN) FURNISHED PURSUANT TO THIS AGREEMENT. THERE ARE NO WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY WARRANTY AS TO NONINFRINGEMENT. THE COMPANY SHALL HAVE NO OBLIGATION OR RESPONSIBILITY FOR OR WITH RESPECT TO ANY WARRANTY PROVIDED BY THE MANUFACTURER OR ANY THIRD PARTY SUPPLIER OF ANY EQUIPMENT, PARTS OR OTHER MATERIALS PROVIDED PURSUANT TO THIS AGREEMENT.**
6. **UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, UNDER ANY CLAIM ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY PRODUCTS OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF. THE PARTIES FURTHER AGREE THAT THE LIABILITY OF THE COMPANY UNDER ANY AND ALL CLAIMS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT, ANY SERVICES OR EQUIPMENT FURNISHED PURSUANT TO THIS AGREEMENT, OR THE SALE, DELIVERY, INSTALLATION OR USE THEREOF, WHETHER BASED UPON BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL IN NO CASE EXCEED, IN THE AGGREGATE, THE CONTRACT PRICE OF THIS AGREEMENT.**
7. The Company shall not be liable for delays in the work or delivery, or failure to deliver, due to (1) causes beyond its reasonable control, (2) acts of God, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, war, riot, delays in transportation or car shortages, or (3) inability of the Company or any supplier due to causes beyond its reasonable control to obtain necessary labor, equipment, materials, components, or manufacturing facilities. In the event of any such delay, the date of installation or performance or related services shall be extended for a period equal to the time lost by reason of the delay. The consent of the Customer to installation of any such equipment furnished hereunder is understood to constitute a waiver of all claims for damages by reason of delay.

8. To the fullest extent permitted by law, the Customer shall indemnify, defend and hold harmless the Company and its officers, directors, employees, affiliated companies, contractors, agents, successors and assigns (collectively, the "Indemnitees") from and against any and all losses, liabilities, claims, damages and expenses (including investigation costs, expenses of litigation and reasonable attorneys' fees) incurred or suffered by any Indemnitee, whether or not involving third party claims and whether or not caused in part by the active or passive negligence of any Indemnitee (collectively, "Damages"), arising, directly or indirectly, from or in connection with the Customer's electric distribution system or the operation, use, malfunction, failure or defect thereof or the Project, except for any Damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of any applicable Indemnitees or their agents or employees in the performance of the Project.
9. Payment to the Company for the Project in the amount set forth in this Agreement shall be made by the Customer within thirty (30) days after the Customer's receipt of an invoice with respect to the Project. Accounts with open balances more than thirty (30) days old are subject to a **late payment finance charge**. The **late payment finance charge** is computed at a "periodic rate" of 1.5% per month applied to the net balance past due at the end of the billing period, after deducting payments and/or credits given. Any partial payments received on past due accounts shall be applied first to the payment of finance charges due and then to the oldest past due invoices. **Late payment finance charges** can be avoided by paying the current open balances within thirty (30) days from the date of the invoice. In the event the finance charges assessed hereunder exceed the maximum allowed by law, the finance charges shall be assessed at the highest legal rate. If the Company shall employ counsel to collect amounts due from the customer, then the Customer shall pay to the Company all attorneys' fees paid to collect the balance.
10. To secure the payment in full of all amounts payable by the Customer hereunder, the Customer hereby grants to the Company a purchase money security interest in and security title to all equipment, parts, and other materials provided or installed by the Company pursuant to this Agreement and all proceeds from their sale or disposition. The Customer agrees to execute such financing statements and other documentation as may be requested by the Company in order to protect and perfect the security interest granted herein. The Customer further authorizes the Company to file any financing statements and other documentation in order to protect or perfect such security interest with or without the Customer's signature.
11. Georgia Power Company will make every effort to locate existing underground utilities, however the Customer assumes full responsibility for, and all liabilities and costs associated with, (a) the location of underground utilities at the site of the work, (b) any relocation or removal of underground (including but not limited to rock) or overhead obstructions which are not part of the Company's scope of work and which may interfere with or make more expensive the work, (c) any pre-existing, unknown condition which prevents or makes more expensive the performance of the Work, (d) permits and required notifications to any governmental entity, and (e) any hazardous waste or toxic materials encountered at the site.
12. This Agreement has been entered into in the State of Georgia, and shall be governed by and construed in accordance with the laws of the State of Georgia. Any legal action or proceeding arising under or in connection with this Agreement or the equipment or materials furnished hereunder shall be brought only in state or federal courts located in Fulton County in the State of Georgia, and each of the Parties hereby irrevocably consents to the jurisdiction and exclusive venue of such courts and waives any objection which it may now or hereafter have to the jurisdiction or venue of such courts.
13. If for any reason any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect those provisions of this Agreement which are valid and enforceable.
14. The Customer shall not, without the prior written consent of the Company, assign any of its rights or obligations under this Agreement; provided that the Customer may assign its rights and obligations hereunder to a lender or finance lessor in connection with a leasing or other financing arrangement approved by the Company. No such assignment to a lender or finance lessor shall relieve the Customer of any of its obligations hereunder.
15. If the Customer believes that all or any part of the Project work is entitled to tax exempt status, the Customer will furnish to Company, contemporaneously with the Agreement execution, documentation sufficient to prove its tax exempt status, and the Customer will assume full responsibility for satisfying all tax exempt requirements.



## Commission Meeting

March 19, 2024

### FY2024 GCIP Grant Award for Communications Intern

|   |   |
|---|---|
| <b>Department:</b>                                    | Office of the Administrator   |
| <b>Presenter:</b>                                     | Daniel Evans  |
| <b>Caption:</b>                                       | Motion to <b>accept</b> the FY24 GCIP Grant award for Communications Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of \$3,259.50. ( <b>Approved by Administrative Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | The Georgia Counties Intern Program (GCIP) is offered by the ACCG Foundation to provide a valuable education on the operations of local government while also helping to motivate the student to consider a career in public service. The intern can perform their internship at any time from May 1, 2024-September 1, 2024. Counties are responsible for paying the interns during the internship and the Foundation will reimburse counties for their internships after the internship has been completed and all required documentation has been submitted. |
| <b>Analysis:</b>                                      | The ACCG Foundation shall reimburse Augusta for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 in wages and benefit for the internship. Wage: \$3,000.00 FICA: \$229.50 Worker's Compensation: \$30.00 Total: \$3,259.50.   |
| <b>Financial Impact:</b>                              | \$3,259.50. Augusta does not have a match requirement for this funding.   |
| <b>Alternatives:</b>                                  | <ol style="list-style-type: none"> <li>1. To Approve Acceptance of the award.</li> <li>2. To Move to no action.</li> </ol>  |
| <b>Recommendation:</b>                                | Approve acceptance of the FY24 GCIP Grant award for Communications Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of \$3,259.50.   |
| <b>Funds are available in the following accounts:</b> | Budgeted in 220-02-2628   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

**AUGUSTA, GEORGIA**  
**New Grant Proposal/Application**

Item 7.

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**

PR000479 ADMINISTR 2024 GCIP Summer Intern Program (PIO)

The Foundation operates the Georgia County Internship Program (GCIP) which offers grants to counties to recruit and hire college and university students for county internships. One internship position is awarded this summer. / Local match required: No / EEO Required: No / EEO Dept Notified: No

**Start Date:** 05/01/2024

**End Date:** 09/01/2024

**Submit Date:** 02/19/2024

**Department:** 013

**Administrator**

**Cash Match?**

N

**Total Budgeted Amount:** 3,259.50

**Total Funding Agency:**

3,259.50

**Total Cash Match:**

0.00

**Sponsor:** GM0022

ACCG Civic Affairs Foundation

**Sponsor Type:** PVT

Private Entity

**Purpose:** 13

Community

**Flow Thru ID:**

| Type | ID     | Name          | Contacts | Phone         |
|------|--------|---------------|----------|---------------|
| I    | GMI045 | Evans, Daniel |          | (706)826-1359 |

| Type | By      | Date       |
|------|---------|------------|
| FA   | D.EVANS | 02/28/2024 |

**Approvals**

**Dept. Signature:**

**Grant Coordinator Signature:**

1.) I have reviewed the Grant application and enclosed materials and:

☒ Find the grant/award to be feasible to the needs of Augusta Richmond County

☐ Deny the request

Dannell Williams  
Finance Director

2-29-2024  
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

Adoua  
Administrator

3/1/24  
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.





## GEORGIA COUNTY INTERNSHIP PROGRAM GRANT AGREEMENT

This AGREEMENT is made and entered into by and between the ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA CIVIC AFFAIRS FOUNDATION, INC., (the "FOUNDATION"), having its principal office at 191 Peachtree Street, Suite 700, Atlanta, Georgia, 30303, and \_\_\_\_\_ County ("COUNTY"), having its principal office at \_\_\_\_\_.

In exchange for valuable consideration, the parties agree as follows.

### I. GENERAL TERMS.

#### A. Agreement Term:

This Agreement shall be effective as of the last date of execution by the parties. Pursuant to O.C.G.A. § 36-10-1, approval by the COUNTY'S governing authority and entry on the COUNTY'S minutes is necessary before the parties may execute. Evidence thereof shall be provided to the Foundation from the COUNTY Clerk's Office as requested and incorporated into this Agreement.

#### B. Purpose of Agreement:

The FOUNDATION is providing grant funding through the Georgia County Internship Program pursuant to the grant award letter ("Grant Award Letter") (Exhibit A) to reimburse certain costs to the COUNTY to employ interns to complete projects as described in the county grant application ("County Grant Application") (Exhibit B) from May 1, 2024 until September 1, 2024. This Agreement provides the terms and conditions under which the COUNTY may receive reimbursement from the FOUNDATION.

### II. REIMBURSEMENT TO COUNTY.

In exchange for the COUNTY hiring the intern(s) to perform projects as described in the approved County Grant Application and to learn about the operations of county government, the FOUNDATION shall provide reimbursement to the COUNTY as follows:

#### A. Use of Grant Funds.

##### 1. Amount of Reimbursement



## ACCG Civic Affairs Foundation

- a. **Hourly Rate.** The FOUNDATION shall reimburse the COUNTY for the cost of wages at the rate of \$15.00 per hour for each hour worked up to 200 hours, for a maximum reimbursement of \$3000.00 for wages per intern, per internship, unless the COUNTY has agreed to pay a percentage of the costs as described within the County Grant Application.

The COUNTY may pay the intern at a higher rate than \$15.00 per hour at its own expense as provided for in their approved County Grant Application or as established at a later time by the COUNTY. In either case, the COUNTY shall be responsible for payment for all the costs above the reimbursed hourly rate of \$15.00 per hour, including workers' compensation and FICA.

- b. **Workers' Compensation.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost to cover the intern under the COUNTY'S workers' compensation plan in the Foundation's sole discretion up to a maximum reimbursement rate of up to \$30.00 per intern, per internship.
  - c. **FICA.** The FOUNDATION shall reimburse the COUNTY for a portion of the cost of paying Federal Insurance Contributions Act (FICA) in the Foundation's sole discretion at a maximum reimbursement of up to \$229.50 per intern, per internship.
2. **Additional Compensation for Intern.** The COUNTY may pay the intern(s) in an amount greater than \$15.00 per hour or allow the intern(s) to work more than 200 hours during the grant period. However, the COUNTY will not be entitled to additional grant reimbursement for wages, workers' compensation, FICA or any other employment costs for the additional wages or hours.

### III. Obligations of COUNTY:

- A. **Use of Grant Funds.** Grant reimbursement is limited to the actual amount of wages paid and approved employment costs for up to 200 hours of actual work performed by a qualified intern, from May 1, 2024 to September 1, 2024, for the Foundation approved internship project as described within the attached County Grant Application.
- B. **Compensation.** The COUNTY shall pay interns funded in whole or in part by this grant a minimum of \$15.00 per hour for each hour suffered or permitted to be worked by the intern.
- C. **Internship Requirements.** All interns must have on site supervision, be provided with work projects as provided in the approved County Grant Application submitted by the COUNTY and be afforded the opportunity to learn about the operations of county government.
- D. **Required Information: Proof of Payment of Intern and Reporting Requirements.** Upon completion of the internship, the COUNTY shall provide the following information

## ACCG Civic Affairs Foundation

to the **FOUNDATION**: (1) copy of the offer letter provided to the intern upon hire; (2) employment verification, including the E-Verify usage and acknowledgement form (“E-Verify Usage and Acknowledgement Form”) (**Exhibit C**); (3) proof of payment for each payment period for every intern receiving funding through this Agreement; (4) signed and completed reimbursement form (“Reimbursement Form”) (**Exhibit D**); and (5) completed Intern Evaluation Form (**Exhibit E**). All required information shall be submitted by the COUNTY and received by the FOUNDATION by October 11, 2024 in order to be eligible to receive grant reimbursement.

- E. Hiring of Intern.** In order to be eligible to receive the reimbursement provided for in Paragraph A of Section II of this Agreement, the **COUNTY** must hire an intern who is an undergraduate student, graduate student, recent college graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, as an employee to perform the projects as provided for in the approved County Grant Application. The **COUNTY** may not hire an intern as an independent contractor for reimbursement under this Agreement. The intern hired must be willing and agreeable to having certain information shared about them and their internship pursuant to this Agreement. The COUNTY must submit to the FOUNDATION no later than July 15, 2024: intern consent form (“Intern Consent Form”) (**Exhibit F**); the intern information form (“Intern Information Form”) (**Exhibit G**); and an intern photograph.
- F. Tax Withholdings.** The **COUNTY** is responsible for withholding all applicable state and federal income taxes on an intern’s earnings.
- G. Nondiscrimination in Employment Practices.** The **COUNTY** agrees to comply with federal and state laws, rules and regulations, relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, disability, age over 40 years, national origin or any other protected class as provided by law. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal and other elements affecting employment/employees.
- H. Compliance with Applicable Provisions of Federal and State Laws and Regulations.** The **COUNTY** agrees to comply with all applicable federal and state laws, including, but not limited to:
1. **The Americans with Disabilities Act.** The **COUNTY** agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.
  2. **Fair Labor Standards Act**
  3. **Georgia Security and Immigration Compliance Act.** The **COUNTY** agrees to comply with all of the E-Verify usage and hiring requirements as provided for in O.C.G.A. § 13-10-91(a).

## ACCG Civic Affairs Foundation

- I. **Duty to Notify FOUNDATION.** It shall be the duty of the COUNTY to notify the FOUNDATION if an intern quits or is terminated by the COUNTY within five (5) days of separation.
- J. **Nepotism.** If the COUNTY has a nepotism policy for new hires, that policy shall apply to the hire and engagement of any intern reimbursed in whole or in part through this grant. In the absence of such a policy, the COUNTY shall refrain from hiring interns who are closely related by blood or marriage to COUNTY employees or officials who have a hiring or supervisory role over the intern. The COUNTY shall apply its personnel policies on dating in the workplace to any intern hired through this grant. If the COUNTY fails to follow these requirements, the COUNTY will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.
- K. **Campaign and Other Impermissible Activities.** Interns hired through the Georgia County Internship Program and paid through grant funding are not permitted to work on campaigns for elections of commissioners or for any other elected official as part of their work with the COUNTY. Interns are further not permitted to run personal errands for COUNTY officials and staff or work on projects that are unrelated to county government. If the COUNTY fails to follow these requirements, they will not receive grant funding for any of the interns who have been involved in any of the aforementioned activities at the sole discretion of the FOUNDATION.

### IV. CONTRACT MODIFICATION

No amendment, modification, or alteration of this AGREEMENT shall be valid or effective unless such modification is made in writing and signed by both parties.

### V. TERMINATION

This Agreement may be terminated in the following circumstances:

- A. **Due to default or for cause.** The FOUNDATION may terminate this AGREEMENT at any time if the COUNTY fails to perform any of its obligations under this AGREEMENT and fails to cure any breach within 10 days of a notice of breach and intention to terminate by the FOUNDATION. The COUNTY shall be required to submit all required information identified in Section III (D) not later than 20 days after the date of written notice of termination. The COUNTY shall not receive any grant reimbursement for costs incurred after the date of termination or in the event a breach occurred that could not be satisfied.
- B. **Due to Early Separation of Intern.** Should the intern funded by this grant be separated from the COUNTY'S employment prior to the expiration of their internship period, this AGREEMENT shall terminate within 20 days of the separation unless another

## **ACCG Civic Affairs Foundation**

undergraduate student, graduate student, recent graduate, or a high school student 16 years of age or older who is dually enrolled in a college program, is hired to continue and complete the approved internship within the grant period and at least 100 hours are remaining of the internship.

- C. **Natural Termination.** Unless otherwise terminated, this Agreement shall terminate December 31, 2024.
- D. **Survival.** The following sections shall survive termination for any reason of this Agreement: Access to Records, Records Retention, and Investigation; Hold Harmless; Program Publicity and COUNTY Participation;

### **VI. Access to Records, Records Retention, and Investigation**

- A. The **FOUNDATION** shall have access to any pertinent books, documents, papers, and records of the **COUNTY** for the purpose of making audit examinations, excerpts, and transcripts. The **COUNTY** shall retain all records related to this grant for seven years from submission of the required information. If any litigation, claim, or audit is started before the expiration of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. The **COUNTY** agrees that the **FOUNDATION** has the authority to investigate any allegation of misconduct made by the **COUNTY** pertaining to this Agreement. The **COUNTY** agrees to cooperate fully in such investigations by providing the **FOUNDATION** reasonable access to its records and any other resources as necessary to investigate the allegation.

### **VII. Hold Harmless**

To the extent permitted by law, the **COUNTY** agrees to hold harmless the **FOUNDATION**, Association County Commissioners of Georgia, their employees and agents for any claim growing out of any action performed by the **COUNTY**, its agents or employees under any provision of this contract.

### **VIII. Program Publicity and COUNTY Participation**

- A. The **COUNTY** agrees to allow preplanned site visits from the **FOUNDATION** for the purpose of interviewing the intern(s) and supervisor, taking photographs, video, or audio, and reviewing projects that have been assigned. The **COUNTY** further agrees that any photographs or information obtained during such site visits may be used to promote the Georgia County Internship Program and **FOUNDATION**, which may include, but is not limited to, usage through websites, social networking sites, brochures, press releases, and other forms of media.

## **ACCG** Civic Affairs Foundation

- B. The **COUNTY** further agrees that any promotional information by the **COUNTY** regarding the Georgia County Internship Program must be preapproved by the **FOUNDATION**.
- C. The **COUNTY** additionally agrees that any research, study, review, or analysis relative to the Georgia County Internship Program, or internship, conducted by or on behalf of the **COUNTY** must be reviewed and approved by the **FOUNDATION**.

### **XI. Miscellaneous Provisions**

- A. The intern is an employee of the county. At no time shall the intern be considered an employee or independent contractor of the **FOUNDATION**, or the Association County Commissioners of Georgia.
- B. Neither the **FOUNDATION** nor any of its employees, agents, or subcontractors shall be considered a partner, employee, or agent of the **COUNTY**.
- C. Neither party to this **AGREEMENT** shall have the authority to bind the other party.

This **AGREEMENT** is executed and shall be controlled by the laws of the State of Georgia.

### **XII. CONTRACT EXHIBIT INCLUSION:**

This contract includes the following exhibits, which are attached and incorporated herein by reference:

|           |   |
|-----------|---|
| Exhibit A | Grant Award Letter                      |
| Exhibit B | County Grant Application                |
| Exhibit C | E-Verify Usage and Acknowledgement Form |
| Exhibit D | Reimbursement Form                      |
| Exhibit E | Intern Evaluation Form                  |
| Exhibit F | Intern Consent Form                     |
| Exhibit G | Intern Information Form                 |



# ACCG Civic Affairs Foundation

COUNTY:

ASSOCIATION COUNTY COMMISSIONERS OF  
GEORGIA CIVIC AFFAIRS FOUNDATION, INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Dave Wills  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

Secretary-Treasurer  
\_\_\_\_\_  
Title:

This \_\_\_\_ day of \_\_\_\_\_, 2024

This \_\_\_\_ day of \_\_\_\_\_, 2024

## COUNTY CLERK CERTIFICATION:

The undersigned Clerk of the governing authority of \_\_\_\_\_ County, DOES HEREBY CERTIFY that the Georgia County Internship Program Grant Agreement with the Association County Commissioners of Georgia Civic Affairs Foundation, Inc. was adopted by the \_\_\_\_\_ County Governing Authority in a meeting that was properly advertised and open to the public on \_\_\_\_\_, 2024, and that the original of said agreement appears of record in the minute book of the County, which is in my custody and control.

WITNESS my hand and the official seal of the governing authority of County.

(SEAL)

\_\_\_\_\_  
Clerk



**ACCG Civic Affairs Foundation**

February 6, 2024

Mr. Daniel Evans  
535 Telfair Street  
Augusta, GA 30901

Dear Mr. Evans,

I am pleased to inform you that Augusta-Richmond County has been awarded a **Georgia County Internship Program (GCIP) grant** from the Association County Commissioners of Georgia Civic Affairs Foundation ("ACCG Civic Affairs Foundation") contingent upon the parties entering into the terms and conditions of the Georgia County Internship Program Grant Agreement (the "Agreement") that this grant award letter is incorporated hereto. A grant contract package is enclosed for you to complete and return. Upon proper completion of such as solely determined by the ACCG Civic Affairs Foundation, this grant is awarded for the 2024 summer program in the amount of **\$3,259.50** for the **Public Information and Social Media Intern** project to cover **one internship**. The grant provided must be used to fund costs associated with the intern's salary, FICA, and worker's compensation as specified in the Agreement.

Please contact Michele NeSmith at [mnesmith@accg.org](mailto:mnesmith@accg.org) or at 404-922-8737 if you need assistance with grant requirements or in publicizing the proposed internship position. While the ACCG Civic Affairs Foundation will post this position through their website and help to publicize it through other channels, it is the responsibility of the County to recruit, interview and hire the intern. In the event the County is unable to hire a summer intern for the project description provided, the grant award designated for this purpose will be rescinded in full.

Congratulations and thank you for participating in the GCIP 2024 grant program.

Sincerely,



Dave Wills  
Association County Commissioners of Georgia Civic Affairs Foundation Secretary-Treasurer

cc: Mayor Garnett Johnson  
Danielle Hayes  
Lena Bonner  
Takiyah Douse



## Georgia County Internship Program Grant Application Summer 2024

Applicants should read the entire GCIP Application Packet prior to completing this form.

**This application has three sections. Section I requires the applicant to indicate the grant category for the application. Section II requires the applicant to provide answers to a series of questions and Section III requires a detailed description of the internship project being proposed, the need it addresses, and the expected benefits to the county. More information on how to complete the application can be found in the GCIP Application Process and Guidelines document.**

The application deadline for the 2024 GCIP grant program is Monday, December 18, 2023

Applications should be sent to Michele NeSmith at the Foundation via email to [mnesmith@accg.org](mailto:mnesmith@accg.org).

Please note that factors that influence consideration include but are not limited to the type of project submitted, the overall impact and benefit to the county of the project(s) proposed, the ability to partially fund the internship position(s), collaboration with other counties, regional commissions, colleges/universities, and/or non-profits, and the number of interns requested.

**Reminder:** Interns should be currently enrolled in college as undergraduate or graduate students or have recently graduated from college within one year of the grant period. High school students 16 years of age or older who are dually enrolled in a college or university are also eligible. Interns cannot work more than 200 total hours during the grant period unless the county agrees to pay for all expenses beyond the 200-hour period. The county and the intern can decide how many hours the intern works per week and the total number of weeks worked. It is recommended that the minimum hours worked per week be no less than 15 hours.



### Section I: Grant Category

Select (X) the grant category for this application.

|  |   |
|--|---|
| General GCIP Grant                     | X |
| Kundell Environmental Grant            |   |
| Garner Health and Human Services Grant |   |
| Verizon Grant                          |   |

### Section II: General Grant Information

|                              |                 |
|------------------------------|-----------------|
| County Name:                 | Richmond County |
| County E-Verify Number:      | 46923           |
| Number of Interns Requested: | 1               |

|   |   |                                     |
|---|---|-------------------------------------|
| Are you submitting an application that includes a partner?  |   | <input type="checkbox"/> Yes   x No |
| List partners:  |   |                                     |
| Is your partner a nonprofit, college, or university?  | <input type="checkbox"/> Yes <input type="checkbox"/> No            |                                     |
| List contribution level   | <input type="checkbox"/> \$600 (25%) <input type="checkbox"/> Other |                                     |
| <i>(Partners can include other counties, regional commissions, colleges/universities, and/or non-profit organizations. Partnerships with colleges/universities, and/or non-profit organizations must include at least a 25% funding contribution from those entities. )</i> |   |                                     |

|   |                        |        |              |
|---|------------------------|--------|--------------|
| Name of Grant Coordinator or other Primary Contact: | Daniel J. Evans        |        |              |
| County:   | Richmond               |        |              |
| Department:   | Administrator's Office |        |              |
| Position:   | Grant Writer           |        |              |
| Address:  | 535 Telfair Street     |        |              |
| Email:  | Devans2@augustaga.gov  | Phone: | 706-826-1359 |

|  |     |                                     |
|--|-----|-------------------------------------|
| Is the county providing partial funding of the amount needed to fund the internship? (Total cost of the internship is \$3,000 plus FICA and WC supplement) |     | <input type="checkbox"/> Yes   X No |
| What amount?   | \$: |                                     |
| OR   |     |                                     |



|  |  |   |  |
|--|--|---|--|
| Is the county providing additional funding? (on top of the grant amount)           |  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| What amount?   |  | \$:                                     |  |
| Who will be the supervisor for the intern?   |  |   |  |
| <input type="checkbox"/> Same as grant coordinator or other primary county contact |  |   |  |
| <input checked="" type="checkbox"/> Other  |  |   |  |
| Name:  | Danielle Hayes   |   |  |
| Department:  | Administrator's Office   |   |  |
| Position:  | Public Information Officer                                     |   |  |
| Address:   | 535 Telfair Street   |   |  |
| Email:   | <a href="mailto:dhayes@augustaga.gov">dhayes@augustaga.gov</a> | Phone:                                  | 706-312-5511                           |
| Has this individual previously supervised interns?                                 |  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |

|  |   |  |
|--|---|--|
| Is adequate space available to support an intern?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Is adequate equipment available (computer, software programs, etc.) for the intern to complete the proposed project(s)?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Will outside technical assistance be required for the intern to complete the project?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| If Yes, who will provide it:   |   |  |
| Has your county previously had an intern?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Has your county ever had an intern in this field?  | <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |
| Has your county previously received a Georgia County Internship Program (GCIP) grant for interns?  | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Is there a college or university located in your county?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Is there a technical college located in your county?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| What special skills should the intern have to be able to complete the project, such as knowledge of certain types of software, experience using certain types of equipment, etc.? (Note this is for a student so years of work in a certain field should not be included.)   |   |  |
|  |   |  |
| Will any special training be provided to the intern?   | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No            |
| If Yes, please describe: Social media etiquette, basic press release training.   |   |  |
| Please describe how your county plans to recruit and advertise the internship position:  |   |  |
| The intern position will be advertised through GovernmentJobs.com, which is our primary job board that Augusta utilizes for recruitment. In addition, the announcement will be distributed through our local colleges and technical schools for posting to their internal job boards as well. Active recruitment will take place in partnership with the Augusta University Public Administration and Graduate School Departments as well. Candidates will be required to submit an application along with their transcripts. All applicants will be reviewed and qualified applicants interviewed by the Public Information Officer and City Administrator (or their designee). |   |  |



## Section III: Project Description and Intern Position Title

### Project Information

Internship position title: Public Information and Social Media Intern

**In the gray space below, please FULLY describe the internship position being proposed, the need it addresses, the benefits to the county, and the necessary intern qualifications. The space will expand when you start to type. Include no more than 1-2 additional pages to describe the internship.** More information can be found in the GCIP Application Process and Guidelines document.

The Public information and Social Media intern will assist with researching, drafting, editing, producing and evaluating a variety of social media, web, and multimedia products such as photos, videos, podcasts, graphics and more. They will also assist with inquiries from local news media and drafting and editing remarks for City of Augusta leadership, gather news clips, assist with interviews, and press conferences, edit and issue news releases on a variety of topics, provide research assistance, and contribute to other communications projects.

The main project focus for the Public Information and Social Media intern will be to work directly with the City's Public Information Officer on the web presence for the City's Sand Hills Urban Development plan. The Sand Hills Historic District in Augusta, Georgia is a historic district which was listed on the National Register of Historic Places in 1997. The district included 334 contributing buildings and a contributing site in a 231 acres area in a historically disadvantaged, African-American community that abuts the Augusta National, famed home of the Masters Golf Tournament.

As Augusta works to develop quality, affordable housing and commercial opportunities for this neighborhood, the intern would work directly with Augusta Community Development staff in crafting the message of the community revitalization strategy for the citizens of Augusta to receive information on the growth and rejuvenation of this historic neighborhood.

Examples of duties for the Public Information and Social Media intern include, but are not limited to:





- Monitor media coverage and compile media reports.
- Create and maintain media lists and contact databases.
- Assist in organizing and coordinating press events, conferences, and interviews.
- Support in writing and editing press releases, media pitches, and other PR and website materials.
- Conduct research on industry trends, competitors, and media outlets.
- Monitor social media platforms for mentions and engagement opportunities.
- Collaborate with cross-functional teams to ensure consistent messaging across all channels for Augusta, Georgia.

Qualified candidates have a strong interest in, or are seeking a degree in, digital media, communications, public affairs/relations, media and/or journalism, film/TV production, graphic design, photography, or a related field. Strong interpersonal and communication skills and the ability to handle multiple tasks and work under pressure are a must. Meticulous attention to detail in writing and editing is also necessary. Previous internship experience in a communications-related position is desirable.

**For questions, email [mnesmith@accg.org](mailto:mnesmith@accg.org) or call (404) 992-8737**

The Georgia County Internship Program is offered by the ACCG Civic Affairs Foundation thanks to the generosity and support of our donors and supporters. The Foundation is a nonprofit 501 (c) (3) organization. For more information, visit [www.civicaffairs.org](http://www.civicaffairs.org).





## Georgia County Internship Program (GCIP) E-Verify Usage and Acknowledgement Form

Georgia law through O.C.G.A. §13-10-91(a) requires all counties to use E-Verify to verify the employment eligibility of all newly hired employees. All intern participants in the GCIP must be verified through this process by the county when they are hired. Failure to complete this process will result in the forfeiture of grant funds by the ACCG Civic Affairs Foundation to the county.

The following information should be prepared by the Human Resources Director or person for your county who processes new employees to verify that the county did use E-Verify to verify the employment eligibility of interns hired through the GCIP. This form is to be submitted along with a copy of the offer letter to complete the proof of hire grant requirement. The county should not submit the E-Verify confirmation issued by USCIS, I9 form, or other sensitive information such as copies of a driver's license, passport, or social security card to satisfy this requirement.

I, \_\_\_\_\_, acknowledge that \_\_\_\_\_ County used the E-Verify program to verify the employment eligibility of \_\_\_\_\_, GCIP summer intern, on the \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
County Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Verify Number

\_\_\_\_\_  
Date of E-Verify Authorization



## Commission Meeting

March 19, 2024

2024 – RCSO Ford F250

|   |   |
|---|---|
| <b>Department:</b>                                    | Central Services – Fleet Management   |
| <b>Presenter:</b>                                     | Ron Lampkin; Interim Central Services Director  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> utilizing the state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one Ford F250, at a total cost of \$55,768 from Allan Vigil Ford for the Richmond County Sheriff's Office.<br><b>(Approved by Administrative Services Committee March 12, 2024)</b>   |
| <b>Background:</b>                                    | <p>The Richmond County Sheriff's Office is requesting to purchase one Ford F250, to replace asset #219264, a 2019 Dodge Durango that was totaled in a vehicle accident in June 2021.</p> <p>The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F250s were open and orders needed to be submitted as soon as possible to ensure we meet the state pricing deadline. The vendor requested a LOI to potentially hold the orders until the Augusta Commission has approved the purchase. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the purchase of the vehicle.</p> |
| <b>Analysis:</b>                                      | The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of one Ford F250 at a price of \$55,768.  |
| <b>Financial Impact:</b>                              | <p>Funding in the amount of \$55,768 is available in the following SPLOST 8 Public Safety Vehicles account:</p> <ul style="list-style-type: none"> <li>330-03-1310/222-03-9002/54-22110</li> </ul>  |
| <b>Alternatives:</b>                                  | (1) Approve (2) Do not approve  |
| <b>Recommendation:</b>                                | Motion to approve utilizing the state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of one Ford F250, at a total cost of \$55,768 from Allan Vigil Ford for the Richmond County Sheriff's Office.   |
| <b>Funds are available in the following accounts:</b> | 330-03-1310/222-03-9002/54-22110  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



*Procurement Department*

*Mrs. Geri Sams, Director*

**LETTER OF INTENT TO PURCHASE VEHICLE FROM ALLAN VIGIL FORD LINCOLN MERCURY, INC.**

This letter of intent dated, **January 29, 2024**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **one (1) 2024 Ford F250** for the below listed Departments, utilizing:

**Statewide Contract Number: 99999-SPD-ES40199373-002**

**Vehicles: 2024 Ford F250**

**Contract: Effective Date: November 15, 2013 – Expiration Date: November 30, 2024**

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

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Allan Vigil Ford: Fleet & Government Sales (Attn: Mike Brown)  
6790 Mt. Zion Boulevard, Morrow, GA 30260
3. **Vehicle Total Purchase Price:** \$55,768.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-002**

Vehicles to be purchased and Departments to receive vehicles:

| # of Vehicles | Department       | Division   | Price       |
|---------------|------------------|------------|-------------|
| One (1)       | Sheriff's Office | Operations | \$55,768.00 |

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

Respectfully submitted,

Geri A. Sams

Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes

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

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

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



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



## Central Services Department

Ron Lampkin, Interim Director  
LaQuona Sanderson, Fleet Manager

Fleet Management  
1568-C Broad Street  
Augusta GA 30904  
Phone: (706) 821-2892

### MEMORANDUM

**TO:** Geri Sams, Director, Procurement Director  
**FROM:** Ron Lampkin, Interim Director, Central Services Director  
**DATE:** January 24, 2024  
**SUBJECT:** Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002  
– 2024 Ford F250

---

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F250) and a "Letter of Intent" (LOI) to purchase one Ford F250 for the Richmond County Sheriffs Office.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F250s is open and to place orders as soon as possible due to the high demand and low supply of vehicles. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Augusta Richmond County Sheriffs Office is requesting one Ford F250 utilizing SPLOST 8 Public Safety vehicles allocation. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet their operation needs.

Please approve the use of the state contract and LOI in total amount of \$55,768 to Allan Vigil Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F250 Regular Cab  
V8 Long Bed 4X2 (3/4 ton)

Base Price \$42,960.00

SWC #99999-SPD-ES40199373-002

## Equipment Included in Base price

6.8L V8 Gasoline/E85 Engine  
10 Speed Automatic Transmission  
Factory Installed A/C  
9800# GVWR  
AM-FM Radio/MP3  
8" screen, bluetooth  
Power windows, locks, mirrors  
Remote keyless entry  
40/20/40 Vinyl Bench Seat  
Rubber Floor Covering  
Full Size Spare Tire  
Rear Step Bumper  
Solar Tinted Glass  
Trailer brake controller  
2.5" Receiver Hitch (12.5k)  
Tilt Steering Wheel  
Rear View Camera  
Electric Shift (4X4 only)  
Cruise control

## Colors Available

| Exterior           | Interior |
|--------------------|----------|
| M7 Carbonized Gray | Gray     |
| PQ Race Red        | Gray     |
| JS Iconic Silver   | Gray     |
| D1 Stone Gray      | Gray     |
| UM Agate Black     | Gray     |
| Z1 Oxford White    | Gray     |

FOB Allan Vigil Ford  
Delivery \$1.50 per mile, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES  
6790 Mt. Zion Blvd  
Morrow, GA 30260

770-968-0680 Phone  
800-821-5151 Toll Free  
678-364-3910 Fax

## Options

| Options   | Price     | Code    |
|---|-----------|---------|
| 6.7L V8 Diesel Engine                                       | 9,495.00  | 99T     |
| 6.7L V8 Diesel Eng. Hi output                               | 11,570.00 | 99M     |
| 4X4 Option  | 2,935.00  | F2B     |
| LT246 All-terrain tires                                     | 160.00    | TBM     |
| Super Cab Long Bed  | 2,830.00  | X20I    |
| Super Cab Short Bed   | 2,475.00  | X20s    |
| Crew Cab Long Bed   | 4,242.00  | W20I    |
| Crew Cab Short Bed  | 3,385.00  | W20e    |
| Electronic locking axle                                     | 435.00    | X3H     |
| Roof Clearance Lights                                       | 89.00     | 592     |
| Chrome package  | 215.00    | 96V     |
| Cab Steps (running boards)                                  | 425.00    | 18B     |
| Retractable Bed Side-Step                                   | 315.00    | 87S     |
| Engine block heater   | 95.00     | 41H     |
| PTO Transmission -diesel only                               | 270.00    | 62R     |
| Interior work surface                                       | 135.00    | 52S     |
| 110 AC outlet   | 165.00    | 43C     |
| XL Off-road package-4X4 only<br>includes skid plates        | 940.00    | 17Z     |
| R.window defrost-privacy glass                              | 468.00    | 435/924 |
| Cloth 40/20/40 Bench Seat                                   | 295.00    | 1S      |
| HD Alternator   | 80.00     | 67D     |
| Upfitter Switches   | 160.00    | 66S     |
| Spray-in Bedliner   | 450.00    | ATK     |
| XLT Pkg Upgrade   | 5,411.00  | XLT     |
| <b>The XLTs are 4X4, 2 wheel<br/>drive is not available</b> |           |         |
| Gate Step   | 345.00    | 85G     |
| Snow plow prep  | 235.00    | 473     |
| Gooseneck hitch(long bed &<br>4X4 required)                 | 815.00    | 53W/15J |
| Dual battery(gas engines)                                   | 199.00    | 86M     |
| 2KW Pro Power Onboard-                                      | 945.00    | 43K     |
| Delete pickup bed   | (235.00)  | 66D     |

Option total  
Other vendor added equipment  
Delivery

Total

Contact person

Department

Phone Number

Fax number

06/13/23

## WEST WARNING EQUIPMENT SALES &amp; SERVICE, LLC

## QUOTE

115 SAND BAR FERRY ROAD  
AUGUSTA, GA 30901

Phone # 706-855-6916

| Date      | Quote # |
|-----------|---------|
| 1/19/2024 | 7828    |

| Name / Address   |
|--|
| FIRSTVEHICLE<br>ATTN: TERRI<br>PO BOX 507<br>AUGUSTA, GA 30903 |

| Qty | Item            | Description  | Rate     | Total    |
|-----|-----------------|--|----------|----------|
|     |                 | 2024 FORD F250<br>NARCOTICS  |          |          |
| 1   | FEN-C-4010      | FENIEX C-4010 4200 MINI CONTROLLER   | 125.00   | 125.00   |
| 4   | SOU-PMP2WSDD8   | SOUND OFF PMP2WSDD8 DUAL WINDOW SHROUD KIT<br>FOR 4" LIGHT W/ STUD MOUNT<br>( 2 FRONT , 2 REAR ) | 25.00    | 100.00   |
| 8   | SOU-EMPS2STS3B  | SOUND OFF EMPS2STS3B MPOWER 4" STUD<br>MOUNT-SINGLE COLOR BLUE                                   | 120.00   | 960.00   |
| 2   | SOU-EMPS2STS3B  | SOUND OFF EMPS2STS3B MPOWER 4" STUD<br>MOUNT-SINGLE COLOR BLUE<br>(GRILL)                        | 120.00   | 240.00   |
| 2   | FEN-FN-4016     | FENIEX FN-4016/ Q-4016 FUSION/ QUAD SURFACE MOUNT<br>L BRACKET                                   | 15.00    | 30.00    |
| 2   | SOU-EMPSA05C2-E | SOUND OFF EMPSA05C2-E 4X2 MPOWER STUD MOUNT<br>DUAL COLOR BLUE/WHITE<br>( BED LIGHTS )           | 195.00   | 390.00   |
| 1   | WAY-44214       | BLACK FULL SWITCH TOGGLE BOOT  | 7.00     | 7.00     |
| 1   | WAY-44251       | WAYTEC 44251 TOGGLE SWITCH   | 8.00     | 8.00     |
| 1   | FEN-C-4014      | FENIEX C-4014 STORM PRO 100W SIREN   | 179.00   | 179.00   |
| 1   | COD-C3100-U     | CODE3 C3100-U 100W SPEAKER W/ UNIVERSAL<br>MOUNTING BRKT   | 165.00   | 165.00   |
| 1   | TINT            | WINDOW TINT 20% WITH STRIP   | 375.00   | 375.00   |
| 1   | LABOR           | LABOR TO INSTALL ABOVE   | 1,550.00 | 1,550.00 |

+ 1%  
STATE  
FEE  
4/129  
\$1  
4170

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30

Sales Tax (8.0%)

\$0.00

**Total**

\$4,129.00



**FIXED ASSET TRANSACTION DOCUMENT****DEPT SUBMITTING INFO:** RISK MANAGEMENT☒ **DELETION**

|                      |                          |
|----------------------|--------------------------|
| <b>ASSET NUMBER</b>  | <u>219264</u>            |
| <b>DEPARTMENT</b>    | <u>SHERIFF</u>           |
| <b>DESCRIPTION</b>   | <u>DODGE DURANGO</u>     |
| <b>SERIAL NUMBER</b> | <u>1C4RDHAG9KC836395</u> |
| <b>ACQ. NUMBER</b>   | <u>N/A</u>               |
| <b>FUND SOURCE</b>   | <u>5522273</u>           |

**COMMENTS:** VEHICLE TOTALED DUE TO ACCIDENT**CONDITION** ☒ **VEHICLE TOTALED**

Equipment Table \_\_\_\_\_

FASTER \_\_\_\_\_

Fuelman \_\_\_\_\_

File \_\_\_\_\_

**COPIES**Finance - Fixed Assets: Edie

Dept Director: \_\_\_\_\_

Fleet Manager: RonAccident file: Charli

|                   |                        |
|-------------------|------------------------|
| <b>Date/Time:</b> | <u>6/29/2021 11:19</u> |
|-------------------|------------------------|

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F250 Regular Cab  
V8 Long Bed 4X2 (3/4 ton)

Base Price \$42,950.00

SWC #99999-SPD-ES40199373-002

## Equipment included in Base price

6.8L V8 Gasoline/E85 Engine  
10 Speed Automatic Transmission  
Factory Installed A/C  
9800# GVWR  
AM-FM RadioMP3  
8" screen, bluetooth  
Power windows, locks, mirrors  
Remote keyless entry  
40/20/40 Vinyl Bench Seat  
Rubber Floor Covering  
Full Size Spare Tire  
Rear Step Bumper  
Solar Tinted Glass  
Trailer brake controller  
2.5" Receiver Hitch (12.5k)  
Tilt Steering Wheel  
Rear View Camera  
Electric Shift (4X4 only)  
Cruise control

## Colors Available

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FOB Allan Vigil Ford  
Delivery \$1.50 per mile, \$75 minimum

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## Options

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| Delete pickup bed                                       | (235.00)  | 66D     |

Option total  
Other vendor added equipment  
Delivery

Total

Contact person

Department

Phone Number

Fax number

06/13/23

# WEST WARNING EQUIPMENT SALES & SERVICE, LLC

Item 8.

## QUOTE

115 SAND BAR FERRY ROAD  
AUGUSTA, GA 30901

Phone # 706-855-6916

| Date      | Quote # |
|-----------|---------|
| 1/19/2024 | 7828    |

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| 1   | LABOR           | LABOR TO INSTALL ABOVE  | 1,550.00 | 1,550.00 |

+ 1%  
STATE  
FEE  
4129  
4170

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%)

\$0.00

**Total**

\$4,129.00



## Commission Meeting

March 19, 2024

HCD\_ Laney Walker/Bethlehem contract amendment approval request

---

**Department:** HCD

**Presenter:** Hawthorne Welcher, Jr. and/or HCD Staff

**Caption:** Motion to **approve** Housing and Community Development Department's (HCD's) request of **\$72,846.01** to provide funding for the amendment of one (1) agreement involving the installation of one (1) road within the Twiggs Street Corridor identified as **Ace Alley**: part of the Laney Walker/Bethlehem Revitalization Project. Work has been completed. (**Approved by Administrative Services Committee March 12, 2024**)

**Background:** In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, created a marketing strategy to promote the overall effort, and worked with a procured developer and architecture/engineering firm, ISM, on designs and approval.

**This project was originally approved by the Augusta, GA. Commission on August 1, 2023.**

| <u>Address</u>  | <u>Budget</u> | <u>Project Type</u>  |
|---|---------------|--|
| Ace Alley<br>(Ash Street intersection)<br>Augusta, GA 30901 | \$152,000.00  | Road installation<br>(already approved by Commission<br>on August 1, 2023) |
| Ace Alley   | \$72,846.01   | Change order<br>(today's request)  |

**Analysis:**

The approval of the contract will allow for the remittance of this change payment.

**Financial Impact:**

Contract Amendment Amount: \$72,846.01  
Contractor: Capitalrise

**Alternatives:**

Deny HCD's request

**Recommendation:**

Motion to approve Housing and Community Development Department's (HCD's) request of \$72,846.01 to provide funding for the amendment of one (1) agreement involving the installation of one (1) road within the Twiggs Street Corridor identified as **Ace Alley**: part of the Laney Walker/Bethlehem Revitalization Project.

**Funds are available in the following accounts:**

Funding: Bond Funds  
GL Code: 298-07-7343-5413150

**REVIEWED AND  
APPROVED BY:**

Procurement  
Finance  
Law  
Administrator  
Clerk of Commission

**CONTRACT****between****AUGUSTA, GEORGIA****And****CAPITALRISE, LLC DESIGN BUILD**

in the amount of

\$152,00.00 USD

One Hundred Fifty-Two Thousand Dollars and 0/100

for Fiscal Year **2023**

Providing funding for

**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT****Ace Alley**


---

**THIS AGREEMENT (“Contract”)**, is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and CAPITALRISE (hereinafter referred to as “CAPITALRISE”), a contractor and developer organized pursuant to the Laws of the State of Georgia, hereinafter called “CAPITALRISE, LLC” as party in the second part.

**WITNESSETH**

**WHEREAS**, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of the installation of a new road known as **Ace Alley**

**WHEREAS**, CAPITALRISE, LLC a procured contractor and developer with HCD wishes to increase additional construction opportunities within Laney Walker Bethlehem

**WHEREAS**, Augusta wishes to enter into a contractual Agreement with CAPITALRISE, LLC for the administration of construction activities involving new road installation utilizing Laney Walker Bond Financing; and

**WHEREAS**, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

**WHEREAS**, CAPITALRISE, LLC has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

**WHEREAS**, CAPITALRISE, LLC has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and



**WHEREAS**, CAPITALRISE, LLC has requested, and Augusta has approved a total of **\$152,00.00** in funding to perform eligible activities as described in Article I; below:

**NOW, THEREFORE**, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

Project Description: CAPTITALRISE, LLC agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. Under this Agreement:

- CAPITALRISE, LLC will work with ISM for construction management and inspection for the installation of one (1) road identified as **Ace Alley**.
- CAPITALRISE, LLC will work with Larry McCord to perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- CAPITALRISE, LLC will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
  - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: concrete, silt fencing, grading, surveying, as-built, recorded plat, GABC 6-inch, roadway concrete, roll curb/gutter, HC ramps, permanent grass. CAPTITALRISE, LLC is to provide a finish schedule with the specifications, brands, and model numbers for all materials within 90 from completion for agreement by HrteCD. Actual material invoices may be requested to verify charges.

- B. Use of Funds:** Laney Walker/Bethlehem Bond funds shall be used by CAPITALRISE, LLC for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$15200.00**

#### **1. Profit**

An amount not to exceed percent (100%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to CAPITALRISE, LLC for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one (1) road identified as **Ace Alley**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis of the development of one (1) identified as **Ace Alley**.

2. Developer's Fee

\$2,000.00

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed.

C. Program Location and Specific Goals to be Achieved

CAPITALRISE, LLC shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by CAPITALRISE, LLC will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, CAPITALRISE, LLC shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

## ARTICLE II. BUDGET AND METHOD OF PAYMENT

CAPITALRISE, LLC will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, CAPITALRISE, LLC may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay CAPITALRISE, LLC, a maximum of **\$152,000.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CAPITALRISE, LLC's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$152,00.00** and shall be on a pay for performance basis provided CAPITALRISE, LLC and HCD determine the progress is satisfactory. CAPITALRISE, LLC shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, CAPITALRISE, LLC will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. HCD will monitor the progress of the project and CAPITALRISE, LLC's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
4. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. CAPITALRISE, LLC and HCD shall share in the cost and proceeds of developing the road at **Ace Alley** as follows:
5. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any CAPITALRISE, LLC deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (100%) shall be paid to CAPITALRISE, LLC.
7. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until CAPITALRISE, LLC and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by CAPITALRISE, LLC for construction costs related to the development of one (1) road identified as **Ace Alley**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and CAPITALRISE, LLC in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

CAPITALRISE, LLC shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said road identified as **Ace Alley**.

Liquidated Damages

CAPITALRISE, LLC agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of CAPITALRISE, LLC. The

parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of CAPITALRISE, LLC. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

#### Specified excuses

CAPITALRISE, LLC is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

#### Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by CAPITALRISE, LLC under this Agreement.

#### D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and/or real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one (1) road identified as **Ace Alley** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. CAPITALRISE, LLC shall be paid a total consideration of no more than **\$152,00.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and CAPITALRISE, LLC.

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

### ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and CAPITALRISE, LLC (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE VII: Suspension and Termination.

### ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to CAPITALRISE, LLC, or any subcontractor hereunder.
- B. CAPITALRISE, LLC shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to CAPITALRISE, LLC's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by CAPITALRISE, LLC for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. CAPITALRISE, LLC shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by CAPITALRISE, LLC.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the completion of the road at **Ace Alley**, HCD is to provide CAPITALRISE, LLC with any outstanding payments on approved invoices and related costs received within ten (10) business days.

## ARTICLE V. ADMINISTRATIVE REQUIREMENTS

### Conflict of Interest

CAPITALRISE, LLC agrees to comply with the conflict-of-interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of CAPITALRISE, LLC. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. CAPITALRISE, LLC in the persons of Directors, Officers,

Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by CAPITALRISE, LLC. In such instances, CAPITALRISE, LLC shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and CAPITALRISE, LLC.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

## ARTICLE VI. OTHER REQUIREMENTS

- A. CAPITALRISE, LLC agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- B. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- C. CAPITALRISE, LLC agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- D. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), CAPITALRISE, LLC agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- E. CAPITALRISE, LLC agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- F. CAPITALRISE, LLC agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be



discriminated against on the basis of race, color, religion, sex, or national origin. CAPITALRISE, LLC will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.

- G. CAPITALRISE, LLC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CAPITALRISE, LLC will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CAPITALRISE, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.
- H. In accordance with Section 570.608 of the CDBG Regulations, CAPITALRISE, LLC agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- I. CAPITALRISE, LLC agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- J. In accordance with 24 CFR part 24, subpart F, CAPITALRISE, LLC agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- K. Any publicity generated by CAPITALRISE, LLC for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- L. CAPITALRISE, LLC shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. CAPITALRISE, LLC agrees to obtain all necessary permits for intended improvements or activities.
- M. CAPITALRISE, LLC shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- N. CAPITALRISE, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY**

**THE AUGUSTA GOVERNMENT.** CAPITALRISE, LLC agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.

- O. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to HCD at the time the subcontractors are retained to perform such physical services.
- P. CAPITALRISE, LLC agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- Q. CAPITALRISE, LLC agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- R. CAPITALRISE, LLC will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. CAPITALRISE, LLC will not discriminate against any person applying for shelter on the basis of religion. CAPITALRISE, LLC will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- S. Indirect costs will only be paid if CAPITALRISE, LLC has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- T. HCD shall not approve any travel or travel related expenses to CAPITALRISE, LLC with funds provided under this.
- U. Construction Requirements

CAPITALRISE, LLC is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CAPITALRISE, LLC or any subcontractor of CAPITALRISE, LLC or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department

## **ARTICLE VII. SUSPENSION AND TERMINATION**

- A. In the event CAPITALRISE, LLC materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until CAPITALRISE, LLC cures any breach of the Agreement. If CAPITALRISE, LLC fails to cure the breach, Augusta may suspend or terminate the current award of funds. CAPITALRISE, LLC will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to CAPITALRISE, LLC for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay CAPITALRISE, LLC for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, CAPITALRISE, LLC shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by CAPITALRISE, LLC under this contract.

## **ARTICLE VIII. NOTICES**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator  
ATTN: Takiyah Douse, Interim City Administrator  
Municipal Building

535 Telfair Street, Suite 910  
Augusta, Georgia 30901

With copies to:  
Augusta Housing and Community Development Department  
ATTN: Hawthorne Welcher, Jr., Director  
510 Fenwick Street  
Augusta, Georgia 30901

CAPITALRISE, LLC will receive all notices at the address indicated below:

CAPITALRISE, LLC  
ATTN: Peter Tuchyna and Frank Klimes  
2924 Aylesbury Drive  
Augusta, GA 30909

#### **ARTICLE IX. INDEMNIFICATION**

CAPITALRISE, LLC will at all times hereafter indemnify and hold harmless Augusta, its officers, agents, and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation, or property, by virtue of the performance of this Agreement. By execution of this Agreement, CAPITALRISE, LLC specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors, and assigns, all jointly and severally under the terms of this Agreement.

#### **ARTICLE X. PRIOR AND FUTURE AGREEMENTS**

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. HCD is not obligated to provide funding of any kind to CAPITALRISE, LLC beyond the term of this Agreement.

CAPITALRISE, LLC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CAPITALRISE, LLC for the purpose of securing business and that CAPITALRISE, LLC has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this

Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

#### **ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

#### **ARTICLE XII. DISCLAIMER**

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

#### **ARTICLE XIII. COUNTERPARTS**

This Agreement is executed in two (2) counterparts– each of which shall be deemed an original and together shall constitute one and the same Agreement with one counterpart being delivered to each party hereto.

#### **ARTICLE XIV. INSURANCE**

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen’s Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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**IN WITNESS WHEREOF**, the parties have set their hands and seals as of the date first written above:

Approved as to Form by (please initial here):  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Garnett L. Johnson**, as its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Takiyah Douse**, as its Interim City  
Administrator

Date: \_\_\_\_\_

By: \_\_\_\_\_  
**Hawthorne Welcher, Jr.**, as its Director

Date: \_\_\_\_\_

Affix Seal Here:

By: \_\_\_\_\_  
**Lena Bonner**, as its Clerk of Commission

ATTEST: **CAPITALRISE, LLC**

By: \_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Owner**

Date: \_\_\_\_\_

**APPENDIX 1**  
**Architectural Plans/Designs**

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**APPENDIX 2**  
**Statutes: (Available on Request)**

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A-122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

#### **APPENDIX 4**

#### **CONSTRUCTION REQUIREMENTS**

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
  - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
  - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

#### **APPENDIX 5**

**CONTRACTOR ACKNOWLEDGEMENT**

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

---

Name

LARRY MCCORD DESIGN BUILD, Owner

**CONSTRUCTION MANAGEMENT ACKNOWLEDGEMENT**

ISM 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 Commissioner and approval of the Mayor. Under Georgia law, ISM is deemed to possess knowledge concerning HCD's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that ISM may be precluded from recovering payment for such unauthorized goods or services. Accordingly, ISM agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if ISM, provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by ISM. ISM assumes all risks of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

---

Name  
ISM, Owner



**EXHIBIT A**  
**PROJECT SCHEDULE OF COMPLETION**

CAPITALRISE, LLC MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A- WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

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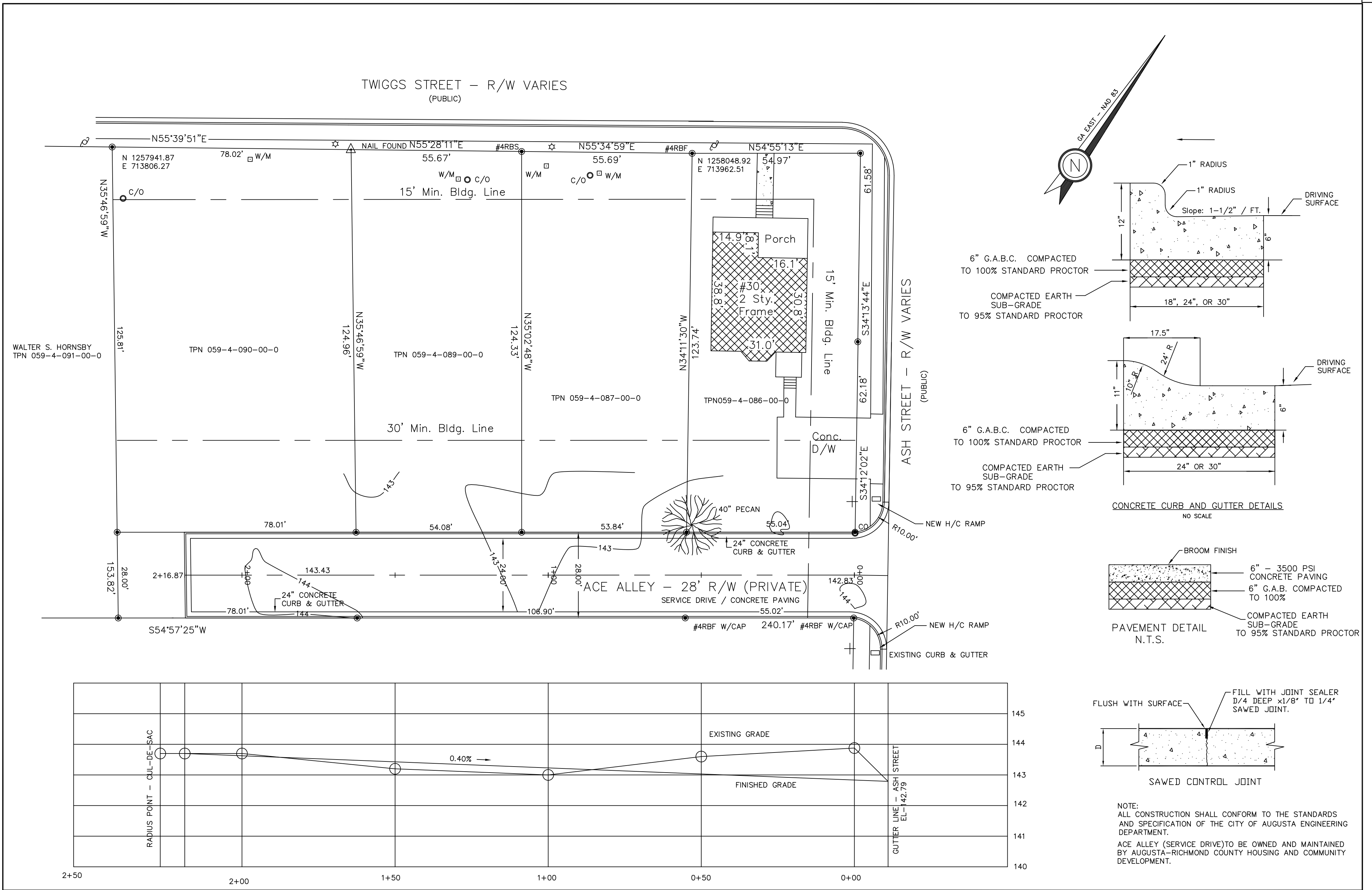
**EXHIBIT B**  
**WORK WRITE-UP**

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**EXHIBIT C**  
**PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES**

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to CAPITALRISE, LLC in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, CAPITALRISE, LLC may use funds under this Agreement for the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
  - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
    - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
    - ii. To any acts of the Owner that hinder the progress of the work;
    - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
    - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and CAPITALRISE, LLC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
5. New Construction Costs and Requirements

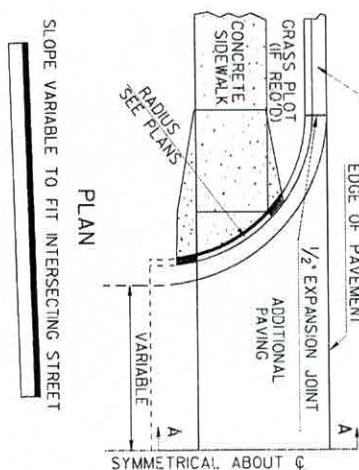
- a. CAPITALRISE, LLC will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. CAPITALRISE, LLC must make sure contractors obtain and post all permits on job site.
- c. CAPITALRISE, LLC must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect the road for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the road is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.



| <p><b>AYERCORP</b><br/>ENGINEERS · SURVEYORS · PLANNERS<br/>305 BROAD STREET - AUGUSTA, GEORGIA<br/>Tel. (706)-722-8808 Fax (706)-722-6196<br/>email - ayercorp@bellsouth.net</p> | <table border="1"><tr><th colspan="2">REVISIONS</th></tr><tr><td>6/29/2021</td><td>REVIEW COMMENTS</td></tr><tr><td>7/7/2021</td><td>ROAD NAME</td></tr><tr><td>3/23/2022</td><td>REVIEW COMMENTS P &amp; Z</td></tr><tr><td colspan="2"> </td></tr></table> | REVISIONS       |                       | 6/29/2021 | REVIEW COMMENTS | 7/7/2021 | ROAD NAME | 3/23/2022 | REVIEW COMMENTS P & Z |  |  | DRIVEWAY PLAN FOR <b>ACE ALLEY</b> |  | SHEET NO.<br><b>1</b><br>OF<br><b>1</b> |
|---|--|-----------------|-----------------------|-----------|-----------------|----------|-----------|-----------|-----------------------|--|--|------------------------------------|--|---|
|   |  | REVISIONS       |                       |           |                 |          |           |           |                       |  |  |                                    |  |   |
|   |  | 6/29/2021       | REVIEW COMMENTS       |           |                 |          |           |           |                       |  |  |                                    |  |   |
|   |  | 7/7/2021        | ROAD NAME             |           |                 |          |           |           |                       |  |  |                                    |  |   |
|   |  | 3/23/2022       | REVIEW COMMENTS P & Z |           |                 |          |           |           |                       |  |  |                                    |  |   |
|   |  |                 |                       |           |                 |          |           |           |                       |  |  |                                    |  |   |
| AUGUSTA HOUSING AND DEVELOPMENT AUTHORITY   |  |                 |                       |           |                 |          |           |           |                       |  |  |                                    |  |   |
| CITY OF AUGUSTA, GEORGIA  |  |                 |                       |           |                 |          |           |           |                       |  |  |                                    |  |   |
| SCALE: 1" = 20'   |  | FLD: JGA        | DWN: BA               | CHK: BA   |                 |          |           |           |                       |  |  |                                    |  |   |
| JOB NO. - 21-13766B   | FILE - T-FLAT/AYER   | DATE: 5/28/2021 |                       |           |                 |          |           |           |                       |  |  |                                    |  |   |



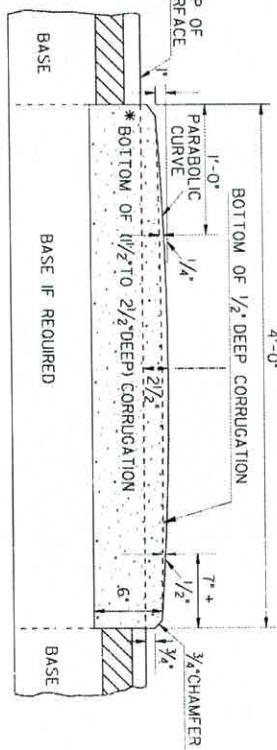
DETAIL OF ADDITIONAL PAVING  
AT STREET INTERSECTION



DETAIL OF 4' CORRUGATED CONCRETE MEDIAN

NOTE:  
ADDITIONAL PAVING TO EXTEND TO END OF RETURN WHEN NO  
CONCRETE SIDEWALK IS SET UP.

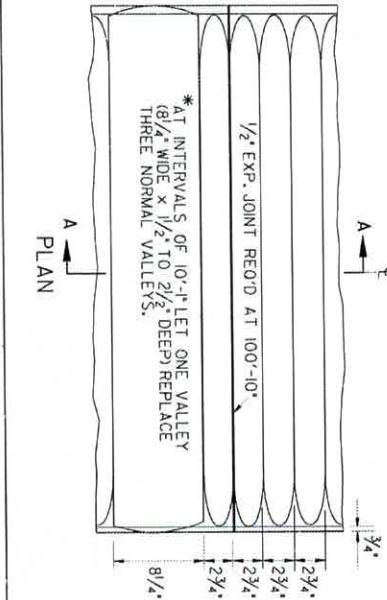
SEE SPECIAL DETAILS FOR CURB CUT RAMP REQUIREMENTS



DETAIL OF 4' CORRUGATED CONCRETE MEDIAN

\* APPLIES ONLY TO SUPERELEVATED CURVES, INCLUDING TRANSITIONS.

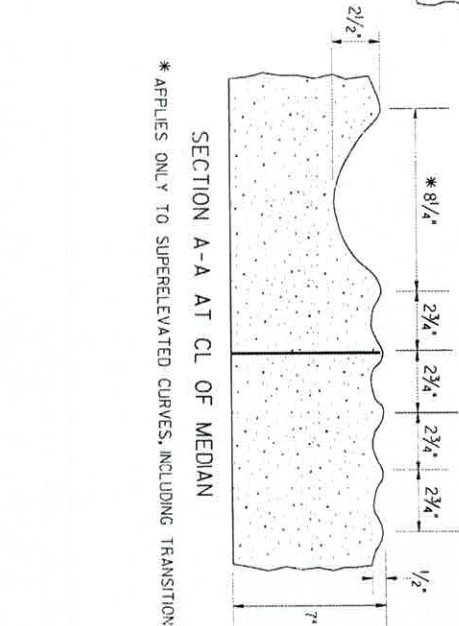
## SECTION A-A AT CL OF MEDIAN



SEE SPECIAL DETAILS FOR DETAILS OF CONCRETE SIDEWALK.

ZERO CURB HT. TO BE A MINIMUM OF 3'-2" FROM GUTTER LINE.  
IF CURB TRANSITION EXTENDS PAST EDGE OF SIDEWALK,  
THE TOP OF THE VARIABLE HEIGHT CURB IS TO REMAIN FLUSH  
WITH THE TOP OF THE SIDEWALK THROUGHOUT TRANSITION, ZERO  
CURB HEIGHT WILL BE A MINIMUM OF 4'-0" FROM BACK OF SIDEWALK.

PERCENTAGE OF ASCENDING GRADE MAY BE INCREASED AT A DISTANCE OF 23' FROM THE GUTTER LINE.



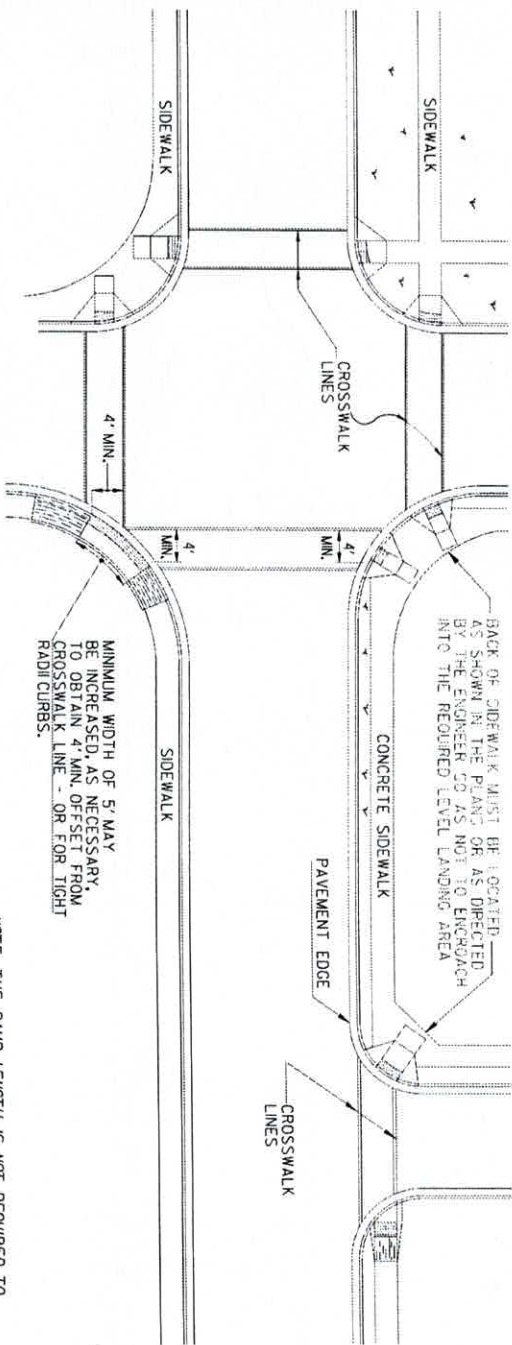
|         |          |   |  |
|---------|----------|---|--|
| REVISED |          | REVISION  |  |
| PY      |          |   |  |
|         | NO SCALE | SPECIAL DETAIL<br>CONCRETE VALLEY GUTTER AT STREET INTERSECTION<br>6" OR 8" CONCRETE VALLEY GUTTER AT DRIVE<br>PLACING PAVEMENT ADJACENT TO GUTTER<br>ADDITIONAL PAVING AT STREET INTERSECTION<br>4" CORRUGATED CONCRETE MEDIAN<br>MARCH 12, 2002 |  |
|         |          | A2  |  |

\* NOTE: MAXIMUM DRIVEWAY GRADES SHOWN ABOVE ARE INTENDED FOR RESIDENTIAL DRIVEWAYS WHERE FLATTER GRADES ARE NOT FEASIBLE. GRADES FOR COMMERCIAL DRIVEWAYS OR FOR TRUCKS SHALL NOT BE GREATER THAN 1% UNLESS SPECIFIED OTHERWISE.

|  |   |    |
|--|---|----|
| 2-2-03   | REVISED   |    |
| 4-11-07  | REVISED   |    |
| 4-3-02   | REVISED   |    |
| DATE   | REVISION  | BY |
| DEPARTMENT OF TRANSPORTATION<br>STATE OF GEORGIA | SPECIAL DETAIL<br>CONCRETE VALLEY GUTTER AT STREET INTERSECTION<br>6' OR 8' CONCRETE VALLEY GUTTER AT DRIVE<br>PLACING PAVEMENT ADJACENT TO GUTTER<br>ADDITIONAL PAVING AT STREET INTERSECTION<br>4' CORRUGATED CONCRETE MEDIAN<br>NO SCALE<br>MARCH 12, 2002 |    |
|  |   | A2 |

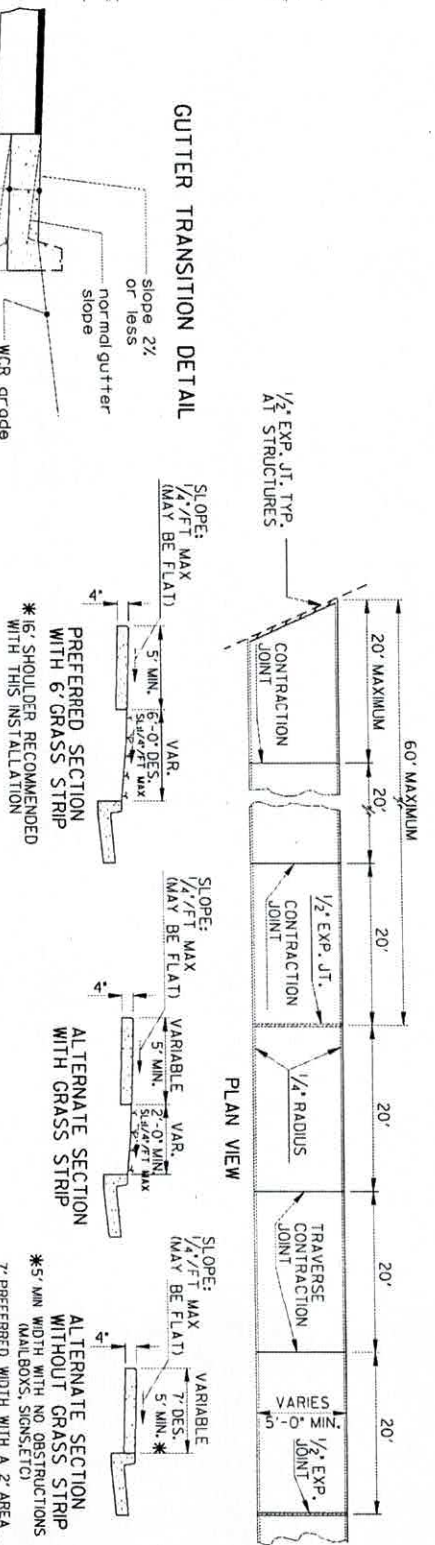


TYPICAL LOCATIONS FOR CURB CUT RAMPS - PLAN VIEW



NOTE: THE RAMP LENGTH IS NOT REQUIRED TO EXCEED 15 FEET. THE RAMP SLOPE MAY EXCEED 12% IF THE SITE CONDITIONS PREVENT THE USE OF A RAMP 15 FEET LONG.

CONCRETE SIDEWALK DETAILS



NOTES FOR CONCRETE SIDEWALKS

- A. CONCRETE TO BE PLACED 4" THICK AND FINISHED WITH TAMPS, MOOD FLOATS AND STIFF-BRISTLE BROOMS.
- B. TRANSVERSE CONTRACTION JOINTS SHALL BE PLACED AT 20 FT. INTERVALS. ALL EDGES TO BE ROUNDED TO 1/4" RADIUS.
- C. 1/2" EXPANSION JOINTS SHALL BE PLACED, WHERE SIDEWALKS TIE INTO A STRUCTURE OR TERMINATE AT CURB, RAMPS OR DRIVEWAYS AND AT 60' INTERVALS.

NOTES FOR CURB CUT RAMPS:

- 1. CURB CUT RAMPS WILL BE LOCATED AS FOLLOWS UNLESS PLANS OR CONTRACT SPECIFY OTHERWISE:
  - a) AT ALL PEDESTRIAN CROSSWALKS WHERE CURB IS CONSTRUCTED OR REPLACED, OR AT INTERSECTIONS.
  - b) WHERE THE SIDEWALK, CONCRETE OR UNPAVED, IS INTERRUPTED BY THE CURB AT TURNOUTS.
  - c) AT OTHER LOCATIONS SUCH AS HOSPITALS, NURSING HOMES, REST AREAS, ETC., WHERE THE CURB WOULD OTHERWISE BE AN OBSTRUCTION TO THE PHYSICALLY DISABLED.
- 2. RAMPS WILL BE CONSTRUCTED FROM CONCRETE. SPECIFICATIONS FOR RAMP WILL BE THE SAME AS FOR CONCRETE SIDEWALK. RAMPS SHALL HAVE EITHER A ROUGH OR A TEXTURED FINISH.
- 3. DROP INLETS ARE NOT TO BE LOCATED DIRECTLY IN FRONT OF RAMPS. CATCH BASINS SHOULD BE LOCATED AT LEAST 10 FT. FROM RAMPS WHEN FEASIBLE.
- 4. WHERE RAMPS ARE LOCATED IN RADIUS, THE DIMENSIONS SHOWN FOR RAMP WIDTHS AND TAPER ARE MEASURED PERPENDICULAR TO THE RAMP AND NOT ALONG THE CURVE.
- 5. WHERE UTILITY STRUCTURES CONFLICT, WHERE SIDEWALK GEOMETRY VARIES, AT SKEWED INTERSECTIONS, OR IN OTHER SPECIAL CASES, THE RAMP DESIGN MAY BE MODIFIED BY THE DESIGNER OR ENGINEER, PROVIDED THAT THE WIDTH REMAINS A MINIMUM OF 48 INCHES, AND NO SLOPE ON THE ACCESSIBLE PART OF THE RAMP IS STEEPER THAN 12:1.
- 6. 1 IN. FT. OF CURB AND GUTTER WILL INCLUDE THE TRANSITIONED CURB IN FRONT OF RAMPS, SO, YDS. OF CONCRETE SIDEWALK AND CONCRETE MEDIAN PAVING WILL INCLUDE RAMPS. NO ADDITIONAL PAYMENT WILL BE MADE FOR CURB RAMPS. NO ADDITIONAL PAYMENT WILL BE MADE FOR SAYING AND REMOVING EXISTING SIDEWALK OR CURB WHERE NECESSARY FOR RAMP CONSTRUCTION.
- 7. WHEN A CURB RAMP IS PLACED ON EXISTING PAVEMENT, THE PAVEMENT SHALL BE REMOVED TO PROVIDE A MINIMUM THICKNESS OF 3 INCHES OF CONCRETE AT ALL LOCATIONS. NO SEPARATE PAYMENT WILL BE MADE FOR THE REMOVAL OF THE PAVEMENT.

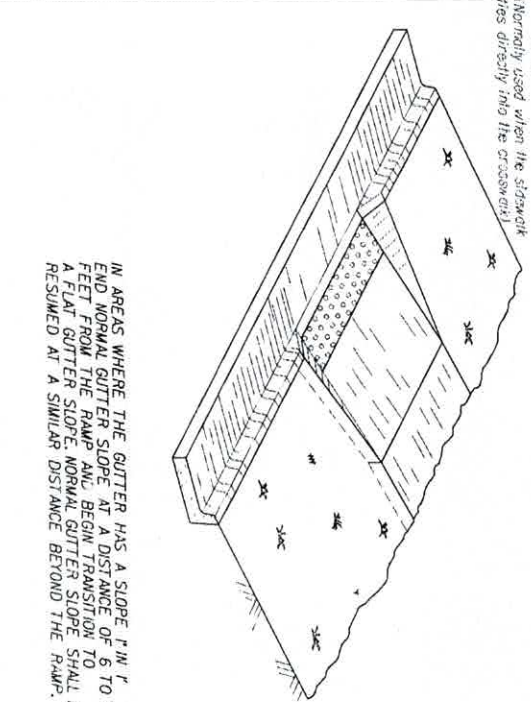
This Detail Replaces Ga Standard 9031W

Guidelines for Usage On Metric Projects

When these details are incorporated into plans and or projects that are being prepared or constructed in metric units, exact or precise conversion to metric units is not required. The dimensions shown, that are in feet and inches may be converted to corresponding metric units using the following: "Rounded-Up" conversion factors: 1"=25mm, 4"-100mm and 12" or 1' =300mm. All measurement notes that refer to linear feet and square yards shall be interpreted to mean linear meters and square meters.

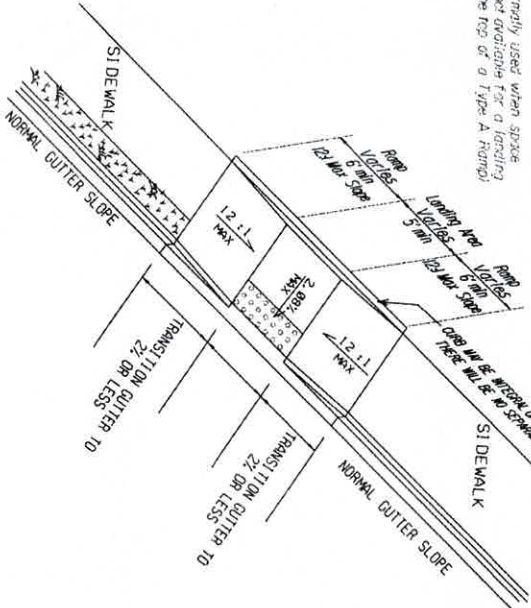
|         |                      |  |  |          |                |
|---------|----------------------|--|--|----------|----------------|
| 5-10-06 | REV. TRUNCATED DOMES | DEPARTMENT OF TRANSPORTATION<br>STATE OF GEORGIA | SPECIAL DETAIL<br>CONCRETE SIDEWALK DETAILS<br>CURB CUT (WHEELCHAIR) RAMPS | NO SCALE | MARCH 12, 2002 |
| 2-21-03 | REVISED              |  |  |          |                |
| 2-10-03 | REVISED              |  |  |          |                |
| 7-29-02 | REVISED              |  |  |          |                |
| 5-29-02 | REVISED              |  |  |          |                |
| 5-23-02 | REVISED              |  |  |          |                |
| 5-13-02 | REVISED              |  |  |          |                |
| 4-29-02 | REVISED              |  |  |          |                |
| 4-11-02 | REVISED              |  |  |          |                |
| 4-3-02  | REVISED              |  |  |          |                |
| 5-28-02 | REVISED              |  |  |          |                |
|         | REVISION             |  |  |          |                |

Type D



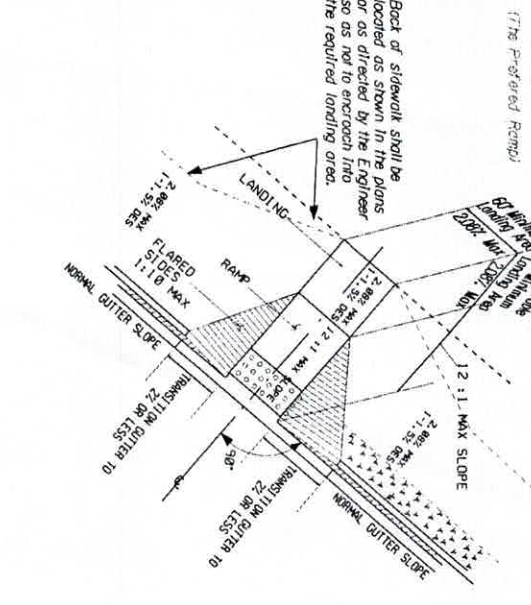
IN AREAS WHERE THE GUTTER HAS A SLOPE 1 IN 1' END NORMAL GUTTER SLOPE AT A DISTANCE OF 6 TO 10 FEET FROM THE RAMP AND BEGIN TRANSITION TO A FLAT GUTTER SLOPE. NORMAL GUTTER SLOPE SHALL BE RESUMED AT A SIMILAR DISTANCE BEYOND THE RAMP.

Type B



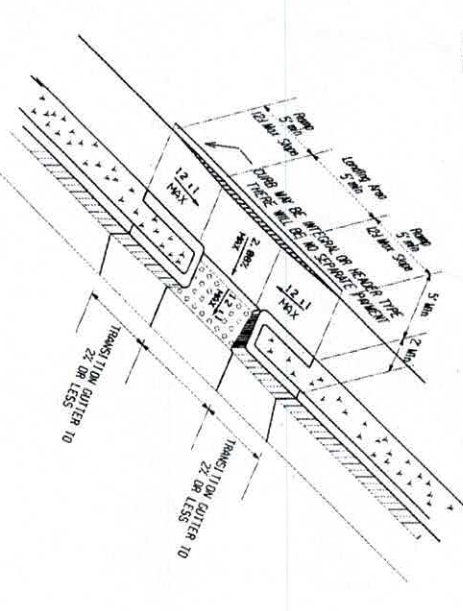
Normally used when space is not available for a landing at the top of a Type A Ramp.

Type A



Back of sidewalk shall be located as shown in the plans or as directed by the Engineer so as not to encroach into the required landing area.

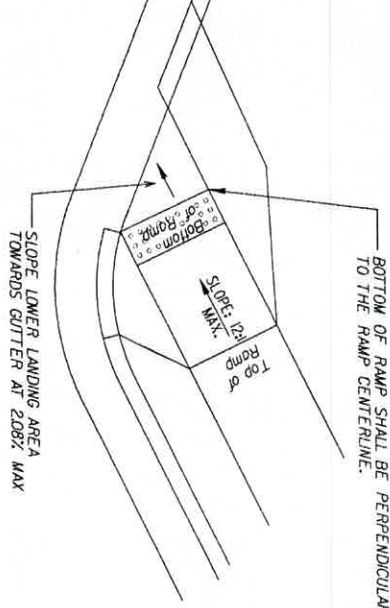
Type C



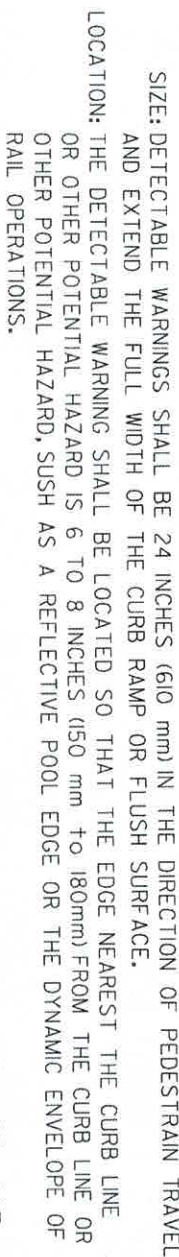
Skewed Ramp Details

(Applies to Type A & Type D Ramps Only)

WHEN THE RAMP CENTERLINE IS NOT PERPENDICULAR TO THE CURB A LEVEL LANDING AREA WITH SLOPES LESS THAN 2.08% MUST BE PROVIDED AT THE BOTTOM OF THE RAMP.



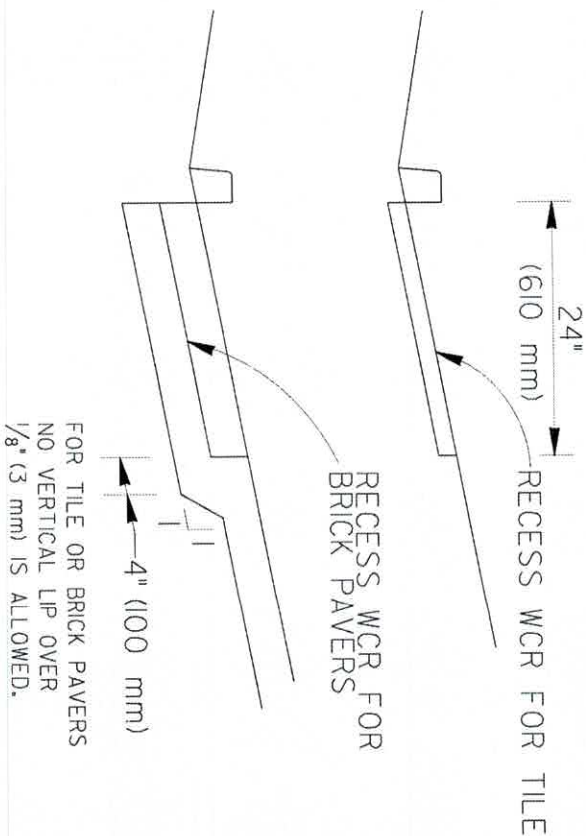




DOME SIZE AND SPACING: TRUNCATED DOMES SHALL HAVE A BASE DIAMETER OF 0.9 INCH TO 1.4 INCH (23mm-36mm) AT THE TOP OF THE DOME. THE TOP DIAMETER SHALL BE 0.45 INCH TO 0.8 INCH (11mm-23mm).

THE BOTTOM, A RADIUS OF 0.45 INCH TO 0.5 INCH (MINIMUM 0.2mm) FOR THE TOP, THE HEIGHT SHALL BE A MINIMUM OF 50% AND A MAXIMUM OF 65% OF THE BASE DIAMETER, A HEIGHT OF 0.2 INCH (5.1mm) AND A CENTER-TO-CENTER SPACING OF 2.40 INCHES (61mm) DESIRABLE 1.60 INCHES (41mm) MINIMUM MEASURED ALONG ONE SIDE OF A SQUARE ARRANGEMENT. DOWNS SHALL HAVE A SQUARE ARRANGEMENT. DOWNS SHALL BE ALIGNED ON A SQUARE GRID IN THE PREDOMINANT DIRECTION OF TRAVEL TO PERMIT WHEELS TO ROLL BETWEEN DOWNS.

**VISUAL CONTRAST: DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH THE ADJACENT WALKING SURFACE EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. THE MATERIAL USED TO PROVIDE VISUAL CONTRAST SHALL BE AN INTEGRAL PART OF THE DETECTABLE WARNING SURFACE.**

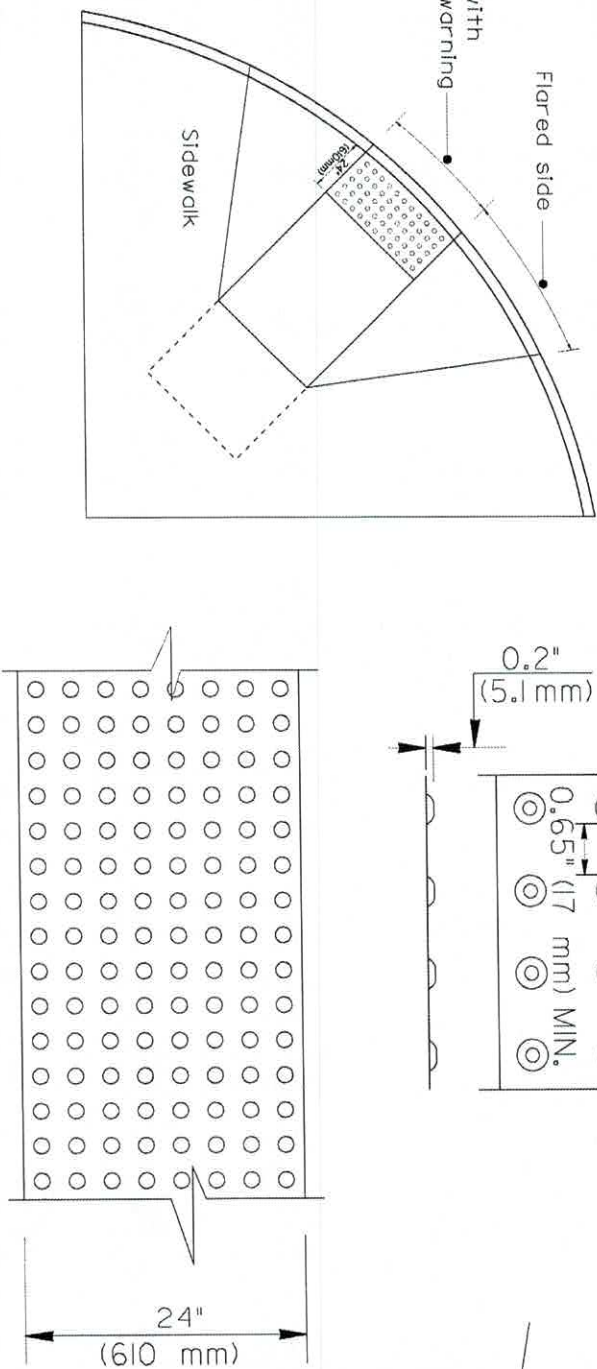


FOR TILE OR BRICK PAVERS  
NO VERTICAL LIP OVER  
1/8" (3 mm) IS ALLOWED.

DETAIL FOR DETECTABLE  
WARNING AT CUT-THRU ISLAND

NO SEPARATE PAYMENT WILL BE MADE FOR THE DETECTABLE WARNINGS. THE COST SHALL BE INCLUDED IN THE PRICE BID FOR SIDEWALK (OR CURB CUT RAMP IF THE ITEM IS INCLUDED IN THE PROPOSAL).

FOR CUTTHRU ISLANDS AND EXISTING RAMPS, WHERE NO SIDEWALK OR CURB CUT RAMPS ARE IN THE PROPOSAL, THE COST OF THE DETECTABLE WARNINGS SHALL BE INCLUDED IN THE OVERALL BID PRICE SUBMITTED.



|       |                |           |              |
|-------|----------------|-----------|--------------|
| STATE | PROJECT NUMBER | SHEET NO. | TOTAL SHEETS |
| GA.   |                |           |              |

**ACE ALLEY CONSTRUCTION WORK WRITE UP**

Item 9.

**CAPITALRISE, LLC**

| PAY ITEM   | DESCRIPTION  | UNITS | QTY | UNIT PRICE | AMOUNT           |
|------------|--|-------|-----|------------|------------------|
| 210 - 0100 | GRADING COMPLETE (TO INCLUDE THE FOLLOWING MOBILIZATION, CO, & TESTING) (SUB – BASE TO COMPACTED TO 95% STANDARD PROCTOR) SURVEYING TO INCLUDE(CONSTRUCTION STAKING, LOT & HOUSE STAKING, ASBUILT AND RECORDED PLAT OF ACE ALLEY | LS    | 1   |            | 14,900           |
| 310-5060   | GABC,6 IN, INCL. MATL. (UNDER CURB/ GUTTER & ROADWAY) (TO COMPACTOR TO 100% STANDARD PROCTOR)  | SY    | 760 |            | 23,499.20        |
| 441-0016   | ROADWAY CONCRETE, 6 IN TK (3,500 PSI)  | CY    | 110 |            | 48,400           |
| 441-6012   | CONC. CURB & GUTTER, ROLL CURB   | LF    | 500 |            | 22,000           |
| 700-6910   | PERMANENT GRASSING (TO INCLUDE DRESS UP & BACKFILL C & G)  | LS    | 1   |            | 2,860            |
|            | H/C RAMPS  | EA    | 2   |            | 15,800           |
|            | SILT FENCE   | LF    | 300 |            | 2,001            |
|            | FORCE ACCOUNT  |       | 1   |            | 5,000            |
|            | MANAGEMENT OF PROJECT TO INCLUDE RECORDS AND INSPECTIONS   |       | 1   |            | 15,539.80        |
|            | <b>Total</b>   |       |     |            | <b>\$150,000</b> |

CAPITALRISE, LLC  
2924 AYLESBURY Dr.  
AUGUSTA, GA, 30909

678-735-0781

capitalrisebuilders@gmail.com





aladson@ismllc-engr.com

Tel (706) 691-8611

January 16, 2024

Mr. Hawthorne E. Welcher, Jr. Director  
Augusta Housing and Development  
510 Fenwick Street  
Augusta, GA 30901

Subject - Ace Alley Construction Changer Order #1

Dear Mr. Welcher:

During construction of Ace Alley, Larry L. McCord Design-Build (Contractor) encountered unsuitable subbase soil material. This was determined during the proof roll testing procedure. As a result, construction activities could not continue until a corrective plan of action was in place. As consultants for Augusta Housing and Development, ISM instructed the contractor to undercut and remove unsuitable material not to exceed a depth of two (2) feet. This was to ensure Augusta Engineering Department (AED) and Georgia DOT testing, standards, and specifications are satisfied. The following pay items 208-050, 210-0250 and 457-1005 were added to the original pay item. They are presented in detail below:

| PAY ITEM | DESCRIPTION   | UNITS | QTY    | UNIT PRICE | AMOUNT             |
|----------|---|-------|--------|------------|--------------------|
| 208-0500 | ROCK EMBANKMENT #4 STONE 7 1/4 IN (FOR SUB-GRADE STABILIZATION) = 319.60 TN (TICKETS)                   | SY    | 805.00 | \$35.92    | \$28,915.60        |
| 210-0250 | UNDERCUT EXCAVATION (THIS IS GRADING COMPLETE)  | CY    | 537.19 | \$17.45    | \$9,373.97         |
| 310-5060 | GABC, 8 1/4 IN (FOR SUB-GRADE STABILIZATION) (COMPACTOR TO 100% STANDARD PROCTOR) = 370.60 TN (TICKETS) | SY    | 817.00 | \$30.92    | \$25,261.64        |
| 457-1005 | GEOGRID REINFORCEMENT, TP A   | SY    | 760.00 | \$12.23    | \$9,294.80         |
|          |   |       |        |            | <b>\$72,846.01</b> |

Once again, we appreciate your consideration to procure ISM for project management services. If you have any questions or concerns, please feel free to email or call me at (706) 691-8611.

Sincerely,

Abie L. Ladson, PE

PHONE: (706) 250-3228

1557 BROAD STREET  
AUGUSTA, GA. 30904  
EMAIL: INFO@ISM LLC-ENGR.COM

FAX: (706) 397-3523



## Commission Meeting

March 19, 2024

### Add Brown Street to Residential Parking Permit Program

|   |  |
|---|--|
| <b>Department:</b>                                    | Engineering & Environmental Department   |
| <b>Presenter:</b>                                     | Dr. Hameed Malik, Director   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> adding Brown Street to the Residential Parking Permit Program per the Augusta, Georgia Code section 3-5-95.11. ( <b>Approved by Engineering Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | The residents of this area requested to have their street added to the program. This program was established by the Augusta Commission in September 2017. This program was created to give neighborhood property owners an enforceable process by which to control nuisance parking along the streets near their homes. The program consists of issuing parking passes to all property owners to occupy on-street parking in front of their residences on a public right-of-way and the overall enforcement of this program. Augusta Engineering will install all necessary warning signs and issue the appropriate number of passes to each property owner. |
| <b>Analysis:</b>                                      | This program already exists in this neighborhood with Augusta Ave., Blounts Ave., Florence St., Mauge St., and Perry Ave. included in the program. This program has seen great success with eliminating nuisance parking on the streets that are already participating in this program.  |
| <b>Financial Impact:</b>                              | Adequate funds are available, and expenditure of this amount will leave enough funding for other traffic projects throughout the remainder of this fiscal year.  |
| <b>Alternatives:</b>                                  | Do not approve adding Brown St. to the Residential Parking Permit Program.   |
| <b>Recommendation:</b>                                | Approve adding Brown Road between Augusta Avenue and the western end of the street near the railroad tracks to the program. AED will install all necessary traffic devices and issue the required parking passes.  |
| <b>Funds are available in the following accounts:</b> | 101041710-5311630 – Traffic Operations Funds   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | HM/SR  |



## RESIDENTIAL PARKING PERMIT PETITION FORM

Augusta Engineering Department  
452 Walker Street, Suite 110  
Augusta, GA 30901  
Office: (706) 796-5040, Fax: (706) 796-5045

### AUGUSTA, GEORGIA TO THE COMMISSION

The undersigned owners of real property hereby request the Commission to approve the installation of the residential parking pass program on the street adjacent to their property. Over 50% of the affected property owners must sign to move to the next step in the process.

Please print

| Name                 | Address of Property | Date      | Signature           |
|----------------------|---------------------|-----------|---------------------|
| Denmark, Jamie       | 1465 Brown St.      | 9/12/2023 | [Signature]         |
| Mrs Mary E. Collier  | 1458 Brown Street   | 9/12/2023 | Mrs Mary E. Collier |
| Paul L. Johnson      | 1458 Brown St       | 9/12/2023 | Paul L. Johnson     |
| Paul L. Johnson      | 1469 BROWN ST       | 9/12/2023 | Paul L. Johnson     |
| John James [unclear] | 1467 Brown St       | 09/12/23  | [Signature]         |
| Anna Wheeler         | 1467 Brown St       | 09/12/23  | [Signature]         |
| Breanna Beck         | 1463 Brown St       | 09/18/23  | [Signature]         |
| Yusuf A. [unclear]   | 1442 Brown St       | 09/18/23  | [Signature]         |
| Paul [unclear]       | 1446 Brown St       | 09-18-23  | [Signature]         |
| RONNIE THOMPEN       | 1460A BROWN ST      | 09/18/23  | Ronnie Thompson     |
| Martysya Tankersley  | 1460 Brown St       | 09/18/23  | Martysya Tankersley |
| Kimberly Swift       | 1468 Brown St       | 9/18/23   | Kimberly Swift      |
| Mark Swift           | 1468 Brown St       | 9/18/23   | Mark Swift          |
| Marcus Lewis         | 1472 BROWN ST.      | 9-18-23   | Marcus Lewis        |
|                      |                     |           |                     |
|                      |                     |           |                     |
|                      |                     |           |                     |



## John Ussery

---

**From:** Hawthorne Welcher  
**Sent:** Monday, January 8, 2024 11:53 AM  
**To:** John Ussery  
**Cc:** Shawn Edwards; Commissioner Jordan Johnson  
**Subject:** Re: Residential Parking Passes on Brown Street

John,  
 All properties, except for 1465 and 1467, can move forward within the parking program.

1465 and 1467 have been constructed upon and sold to respective buyers, thanks.

Sent from hwjr

---

**From:** John Ussery <JUssery@augustaga.gov>  
**Sent:** Tuesday, November 7, 2023 9:01 AM  
**To:** Hawthorne Welcher <HWelcher@augustaga.gov>  
**Cc:** Shawn Edwards <s.edwards@augustaga.gov>; Commissioner Jordan Johnson <CJohnson4@augustaga.gov>  
**Subject:** RE: Residential Parking Passes on Brown Street

Hawthorne, as we discussed over the phone, please give concurrence for the Land Bank's / HCD's properties on Brown Street to proceed with the Residential Parking Pass program. This will allow Traffic Engineering to move forward with the parking pass program and set it up along this street. A written reply to this email should suffice. Your properties affected are 1421, 1423, 1428, 1453, 1464, 1465, and 1467 Brown St.

**From:** Hawthorne Welcher <HWelcher@augustaga.gov>  
**Sent:** Thursday, November 2, 2023 12:06 PM  
**To:** Commissioner Jordan Johnson <CJohnson4@augustaga.gov>; Shawn Edwards <s.edwards@augustaga.gov>; John Ussery <JUssery@augustaga.gov>  
**Cc:** Shawn Edwards <Shawn.edwards@aglba.org>; Scylance Scott (Scylance99@aol.com) <Scylance99@aol.com>; Shanna Carkhum <SCarkhum@augustaga.gov>  
**Subject:** RE: Residential Parking Passes on Brown Street

Commissioner Good Afternoon and will do, thanks. hwjr

**From:** Commissioner Jordan Johnson <[CJohnson4@augustaga.gov](mailto:CJohnson4@augustaga.gov)>  
**Sent:** Wednesday, November 1, 2023 7:40 PM  
**To:** Hawthorne Welcher <[HWelcher@augustaga.gov](mailto:HWelcher@augustaga.gov)>; Shawn Edwards <[s.edwards@augustaga.gov](mailto:s.edwards@augustaga.gov)>; John Ussery <[JUssery@augustaga.gov](mailto:JUssery@augustaga.gov)>  
**Cc:** Shawn Edwards <[Shawn.edwards@aglba.org](mailto:Shawn.edwards@aglba.org)>; Scylance Scott ([Scylance99@aol.com](mailto:Scylance99@aol.com)) <[Scylance99@aol.com](mailto:Scylance99@aol.com)>; Shanna Carkhum <[SCarkhum@augustaga.gov](mailto:SCarkhum@augustaga.gov)>  
**Subject:** Re: Residential Parking Passes on Brown Street

Director Welcher, please speak with Mr. Ussery regarding his suggested path forward. We've met with residents and only need a few more signatures.

Thank you,



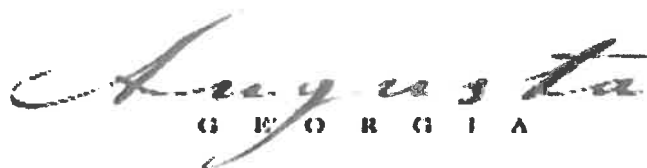
## Commission Meeting

March 19, 2024

Emergency Procurement Service & Purchase

Rhythm In-Sync Adaptive Traffic Signal System

|   |   |
|---|---|
| <b>Department:</b>                                    | Engineering & Environmental Services  |
| <b>Presenter:</b>                                     | Dr. Hameed Malik, Director  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> and receive as information attached Exhibit A listed Emergency procured Services for purchase of a Rhythm In-Sync Traffic Signal System for the temporary traffic signal at Washington Rd. and River Ridge Drive. ( <b>Approved by Engineering Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | Several factors contributed to make this emergency procurement. This product must be ordered, received, and installed this March when the temporary traffic signal is to be installed. This system is absolutely necessary to provide the required level of control at this location. This system is also necessary for standardization of traffic signal timing and control along this corridor. |
| <b>Analysis:</b>                                      | Work and purchases were under emergency that warranted timely response  |
| <b>Financial Impact:</b>                              | Funds available in the Traffic Engineering Operations budget:<br>Engineering 101 041710 5311610 \$58,090.00   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | Approve and receive as information attached Exhibit A listed Emergency procured Services for purchase of Rhythm In-Sync Traffic Control System. Requested by Engineering.<br>(\$58,090.00) 101041710-5311610 – Traffic Engineering Operations Budget  |
| <b>Funds are available in the following accounts:</b> |   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | HM/SR   |

**ENGINEERING DEPARTMENT**

Hameed Malik, PE, Ph. D., Director  
John Ussery, PE, Assistant Director of Traffic

**MEMORANDUM**

**TO:** Ms Geri Sams – Procurement Director

**FROM:** Hameed Malik, P.E., Ph D., Engineering Director

**DATE:** January 29, 2024

**SUBJECT:** Traffic Signal Equipment for Masters Tournament

Rhythm Engineering is an industry standard company that supplies hardware and software solutions for adaptive traffic signal timing. This is the standard (and only) adaptive timing system utilized in Richmond County for all traffic signals. This emergency procurement proposal is to purchase parts for a new, temporary traffic signal on a major route to and from the Masters Tournament. With the Masters Tournament coming up in less than two months, Augusta Traffic Engineering needs to get the temporary signal installed as soon as possible. This emergency purchase is necessary to tie the temporary signal into the other existing traffic signals along this corridor. All the nearby signals run the Rhythm Engineering In-Sync adaptive timing system. This will play a critical role in providing safe and efficient traffic and pedestrian flow along the corridor during the tournament. This emergency procurement is essential to give AED Traffic Engineering the tools necessary for full control during the tournament.

Rhythm Engineering is headquartered in Kansas City, MO and has customers throughout the United States and the world. Funding is available through the Traffic Engineering account #101041710-5311610.

JU/SR

cc: File



## Quotation / Offer

This Quotation constitutes an offer by Rhythm to enter into a purchase contract. Client's acceptance of the unaltered terms of this offer, signified by Client's signature affixed to this offer, shall create a binding contract between Rhythm and Client. As is the case with any contract, neither party may modify the terms of this contract except by a writing signed by both Rhythm and Client. Unless signed by both Rhythm and Client, a writing or other document prepared or delivered after the creation of this contract shall be of no force or effect. The General Conditions are an integral part of Rhythm's Quotation / Offer.

### Agency & Project

Augusta, GA

Washington Rd & River Ridge Dr

### Quote Addressed To

BIB Robinson

Augusta Traffic Engineering  
452 Walker St  
Suite 110-TE  
Augusta, Georgia 30901  
USA

### Quote Information

Company Address 14019 W 95th St  
Lenexa, KS, Kansas 66215  
USA  
Phone (913) 227-0803  
Prepared By Ashley Reynolds  
Email ashley.reynolds@rhythmtraffic.com

Created Date 1/4/2024  
Expiration Date 4/4/2024  
Opportunity Number 017325

### Addresses

Invoice Address Augusta Traffic Engineering  
452 Walker St  
Suite 110-TE  
Augusta, GA 30901

Shipping Address Augusta Traffic Engineering  
452 Walker St  
Suite 110-TE  
Augusta, GA 30901

### Quote Line Items

| Product                           | Product Description   | Line Item Description | Quantity | Sales Price | Total Price |
|-----------------------------------|---|-----------------------|----------|-------------|-------------|
| In Sync                           | In Sync System - includes cameras, processor, and configuration services.     |                       | 1.00     | \$27,000.00 | \$27,000.00 |
| Optical Detection Kit             | Bosch Enclosure w/Camera  |                       | 4.00     | \$0.00      | \$0.00      |
| Luminaire Kit - Pelco Alternative | Skybracket luminaire mounting kit, 12" riser                                  |                       | 4.00     | \$0.00      | \$0.00      |
| Bluefin (AMS 300) Processor       | Processor, iBase, AMS300, Win10 LTSB 2016 License, Rotatable DIN rail bracket |                       | 1.00     | \$0.00      | \$0.00      |
| Cabinet Interface - In Sync       | Integration with 332, NEMA or ATC ITS traffic cabinets.                       |                       | 1.00     | \$4,000.00  | \$4,000.00  |
| Equipment Panel                   | Power supply and network connectivity for In Sync hardware                    |                       | 1.00     | \$0.00      | \$0.00      |
| Cable, C1, Mode 0, Standard       |   |                       | 1.00     | \$0.00      | \$0.00      |



|  |  |       |             |             |
|--|--|-------|-------------|-------------|
| Pedestrian Integration                   | Integrates Pedestrian Operations. Includes hardware (Intercept Module) for SDLC integration. | 1.00  | \$5,400.00  | \$5,400.00  |
| DIN Relay IV                             | Digital-Loggers Ethernet DIN Relay IV  | 1.00  | \$378.00    | \$378.00    |
| Cable, Category 6 Ethernet (1000 ft)     | Category 6 Ethernet Cable: Direct Burial, shielded, 4x twisted pair, 23 AWG solid copper     | 1.00  | \$3,000.00  | \$3,000.00  |
| Cable, Power 14-3 with shield            | 1000-ft roll of camera power cable   | 1.00  | \$950.00    | \$950.00    |
| Shipping & Handling                      | FOB Lenexa   | 1.00  | \$162.00    | \$162.00    |
| Engineering Services                     | Rhythm Engineering Hourly Rate   | 80.00 | \$200.00    | \$16,000.00 |
| Technician Services                      | Rhythm Engineering Hourly Rate   | 8.00  | \$150.00    | \$1,200.00  |
| InjSync Comprehensive Warranty & Support | 2 year Hardware warranty & 1 year each Software/Support contract                             | 1.00  | \$0.00      | \$0.00      |
| Subtotal                                 |  |       | \$58,090.00 |             |
| Total Price                              |  |       | \$58,090.00 |             |
| Grand Total                              |  |       | \$58,090.00 |             |

## General Conditions

Rhythm Engineering will be responsible for the following tasks:

1. Provide materials per the approved Quotation and subsequent Purchase Order.
2. Provide specifications for materials to be supplied by Client: wires, connectors, and specialized installation tools as well as camera mounting hardware, if needed.
3. Once VPN access is provided to the entire InjSync system, provide remote support to Client during the installation process. Provide Camera placement guidance.
4. Provide on-site classroom and hands-on training to Client (if purchased), or their designee, for installation procedures of the InjSync equipment. This includes at a minimum: desired camera views, drawing detection zones and segments, connection of Ethernet cables, mounting of InjSync processor(s) and site equipment panel in the traffic cabinet, connection details of cables, connection of the pedestrian intercept feature, placing and cabling of detector-cards in the detector card rack (if applicable), monitor mounting and connections, and local processor accessibility.
5. Provide training for Client traffic engineering staff in the system parameters configuration, maintenance, and operation of InjSync.
6. Consult with Client traffic engineering staff to define the operating parameters for initial system operation, including but not limited to: allowed movements, desired progression routes, travel times, phasing, amber times, all-red times, pedestrian walk and flashing don't walk times, traffic counts, traffic patterns, and any unique requirements that the Client may want to allow for during certain time of day scenarios, etc.
7. Provide camera placement guidance and documentation.
8. Perform the on-site (if purchased) integration of the InjSync adaptive system, including verification of camera views, working with the Client to make any adjustments needed and loading of the predefined software image into the processor. The Rhythm Engineering team will work both on-site (if purchased) and remotely to bring online each InjSync system. The adaptive system will work "out of the box", but Rhythm Engineering will take time to monitor and modify the adaptive parameters remotely over a period of approximately one to two weeks after the activation of the arterial in order to maximize the performance of InjSync.
9. Project Manage the entire scope of Rhythm Engineering's responsibilities as listed above and provide updates to the Client as necessary throughout the duration of the project.

Client will be responsible for the following tasks:

1. Attend External Kickoff meeting to establish the timeline and expectations of the project. Maintain communication and provide any updates or changes to the established timeline to Rhythm Engineering.

# PURCHASE ORDER

## AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

Item 11.

PURCHASE ORDER NO.  
P465843

REQUISITION/QUOTE NO.  
R385844

|                   |                      |   |   |
|-------------------|----------------------|---|---|
| DATE<br>01/31/24  | DEPARTMENT<br>041710 | VENDOR PHONE #<br>(816) 599-1007 ext:     |   |
| VENDOR #<br>20654 | E-VERIFY #<br>238686 | EMAIL<br>SAWYER.BRESLOW@RHYTHMTRAFFIC.COM | PURCHASE ORDER NUMBER ABOVE<br>MUST APPEAR ON ALL INVOICES,<br>SHIPPING PAPERS, AND PACKAGES. |

|   |  |
|---|--|
| VENDOR<br>RHYTHM ENGINEERING<br>14019 W 95TH STREET<br>LENEXA, KS 66215 | ATTN: EMERGENCY<br>BID NUMBER:<br><br>CONTRACT #:<br>BUYER: DOREEN |
|---|--|

|  |   |
|--|---|
| SHIP TO:<br>PW ENGINEERING ADMINISTRATION<br>452 WALKER STREET<br>SUITE 110<br>AUGUSTA, GA 30901 | BILL TO:<br>AUGUSTA, GEORGIA<br>ACCOUNTING DEPARTMENT, SUITE 800<br>535 TELFAIR STREET, MUNICIPAL BUILDING 1000<br>AUGUSTA, GA 30901-2379<br>(706) 821-2335<br><br>ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO<br>ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION. |
|--|---|

| ITEM # | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION   | UNIT PRICE | AMOUNT    |
|--------|----------|------|------------|---|------------|-----------|
| 0001   | 1        |      |            | PURCHASE PARTS FOR A NEW<br>TEMPORARY TRAFFIC SIGNAL ON A<br>MAJOR ROUTE AND FROM MASTERS<br>TOURNAMENT TO ENSURE TRAFFIC<br>SAFTETY & EFFICIENCY<br><br>101-04-1710/53-11610 | 58,090.00  | 58,090.00 |

### CONDITIONS - READ CAREFULLY

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

NET TOTAL.....

58,090.00

APPROVED FOR ISSUE

*GASAMS*

PROCUREMENT DIRECTOR

PROCUREMENT DEPARTMENT

180



# AUGUSTA, GEORGIA

Item 11.

## PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT  
535 TELFAIR STREET, MUNICIPAL BUILDING 1000  
AUGUSTA, GEORGIA 30901-2377  
PHONE: (706) 821-2422

Page 1 of 1

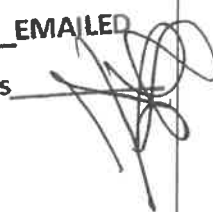
PURCHASE ORDER NO.  
P465843

REQUISITION/QUOTE NO.  
R385844

|                   |                      |   |   |
|-------------------|----------------------|---|---|
| DATE<br>01/31/24  | DEPARTMENT<br>041710 | VENDOR PHONE #<br>(816) 599-1007 ext:     |   |
| VENDOR #<br>20654 | E-VERIFY #<br>238686 | EMAIL<br>SAWYER.BRESLOW@RHYTHMTRAFFIC.COM | PURCHASE ORDER NUMBER ABOVE<br>MUST APPEAR ON ALL INVOICES,<br>SHIPPING PAPERS, AND PACKAGES. |

|   |  |
|---|--|
| VENDOR<br>RHYTHM ENGINEERING<br>14019 W 95TH STREET<br>LENEXA, KS 66215 | ATTN: EMERGENCY<br>BID NUMBER:<br><br>CONTRACT #:<br>BUYER: DOREEN |
|---|--|

|  |   |
|--|---|
| SHIP TO:<br>PW ENGINEERING ADMINISTRATION<br>452 WALKER STREET<br>SUITE 110<br>AUGUSTA, GA 30901 | BILL TO:<br>AUGUSTA, GEORGIA<br>ACCOUNTING DEPARTMENT, SUITE 800<br>535 TELFAIR STREET, MUNICIPAL BUILDING 1000<br>AUGUSTA, GA 30901-2379<br>(706) 821-2335<br><br>ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO<br>ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION. |
|--|---|

| ITEM #  | QUANTITY | UNIT | PRODUCT ID | DESCRIPTION   | UNIT PRICE | AMOUNT    |
|---|----------|------|------------|---|------------|-----------|
| 0001  | 1        |      |            | PURCHASE PARTS FOR A NEW<br>TEMPORARY TRAFFIC SIGNAL ON A<br>MAJOR ROUTE AND FROM MASTERS<br>TOURNAMENT TO ENSURE TRAFFIC<br>SAFTETY & EFFICIENCY<br><br>101-04-1710/53-11610 | 58,090.00  | 58,090.00 |
| <div>RELEASED _____ EMAILED _____<br/>DATE 1/15/24 INITIALS </div> |          |      |            |   |            |           |

### CONDITIONS - READ CAREFULLY

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

NET TOTAL..... 58,090.00

APPROVED FOR ISSUE



PROCUREMENT DIRECTOR

181

VENDOR COPY

AUGUSTA-RICHMOND COUNTY GEORGIA  
PROCUREMENT DEPARTMENT

DEPARTMENT NAME: Engineering

DEPARTMENT NUMBER: 4506

DEPARTMENT HEAD James A. Hammond, Malle

REQUISITION:

REQUISITION DATE: 1/31/2024

SR

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

| ITEM NO                                  | DESCRIPTION   | ITEM NO. | QUANTITY | NAME OF BIDDER |             | NAME OF BIDDER |             | NAME OF BIDDER |             |
|--|---|----------|----------|----------------|-------------|----------------|-------------|----------------|-------------|
|  |   |          |          | UNIT PRICE     | TOTAL PRICE | UNIT PRICE     | TOTAL PRICE | UNIT PRICE     | TOTAL PRICE |
| 1  | EMERGENCY PROCUREMENT                                 |          |          |                | -           |                | -           |                | -           |
| 2  |   |          |          |                | -           |                | -           |                | -           |
| 3  | TO PURCHASE PARTS FOR A NEW, TEMPORARY TRAFFIC SIGNAL |          |          |                | -           |                | -           |                | -           |
| 4  | ON A MAJOR ROUTE TO AND FROM                          |          |          |                | -           |                | -           |                | -           |
| 5  | MASTERS TOURNAMENT TO ENSURE                          |          |          |                | -           |                | -           |                | -           |
| 6  | TRAFFIC SAFETY AND EFFICIENCY                         | 1        |          | 58,090.00      | 58,090.00   |                | -           |                | -           |
| 7  |   |          |          |                | -           |                | -           |                | -           |
| 8  | 101041710-5311610                                     |          |          |                | -           |                | -           |                | -           |
| 9  | Traffic Operations Fund                               |          |          |                | -           |                | -           |                | -           |
| 10                                       |   |          |          |                | -           |                | -           |                | -           |
| 11                                       |   |          |          |                | -           |                | -           |                | -           |
| 12                                       |   |          |          |                | -           |                | -           |                | -           |
| 13                                       |   |          |          |                | -           |                | -           |                | -           |
| 14                                       |   |          |          |                | -           |                | -           |                | -           |
| 15                                       |   |          |          |                | -           |                | -           |                | -           |
| 16                                       |   |          |          |                | -           |                | -           |                | -           |
| 17                                       |   |          |          |                | -           |                | -           |                | -           |
| 18                                       |   |          |          |                | -           |                | -           |                | -           |
| 19                                       | EMERGENCY PROCUREMENT                                 |          |          |                | -           |                | -           |                | -           |
| TOTAL BID                                |   |          |          |                | 58,090.00   |                | \$          |                | \$          |
| SHIPPING CHARGES                         |   |          |          |                |             |                |             |                |             |
| DE Y TIME FROM RECEIPT OF PURCHASE ORDER |   |          |          |                |             |                |             |                |             |

Item 11.



## Commission Meeting

March 19, 2024

Sole Source – Alignment and Repair Services for Turbines

|   |   |
|---|---|
| <b>Department:</b>                                    | Utilities   |
| <b>Presenter:</b>                                     | Wes Byne  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> payment to Thompson Construction Group for services rendered at the Goodrich Street Raw Water Pumping Station as a sole source procurement. ( <b>Approved by Engineering Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | The Thompson Construction Group was involved in the installation/alignment of two turbines used for the pumping of water from the Augusta Canal to the Highland Avenue Water Treatment Plant. Because they provided the alignment services for the turbine systems during their most recent upgrades, we have them provide annual alignment checks on this equipment. We have discovered that the process of approving their proposal for this work in 2023 was not completed. As a result, the work was completed without pre-approval. During the testing of the systems, issues were discovered with some of the older components of turbine number 1 which needed to be repaired before it could be returned to service. Thompson Construction Group made those repairs as well. As a result, Thompson Construction Group is due payment for three invoices. These are Invoice numbers are 20230027 (\$43,848.91), 20230066 (\$15,930.50) and 20230089REV (\$17,490.15) for a total of \$77,629.56. |
| <b>Analysis:</b>                                      | The work completed by Thompson Construction Group was performed at the request of the Utilities Department staff and is due payment for their work.   |
| <b>Financial Impact:</b>                              | \$77,269.56 from budgeted funds   |
| <b>Alternatives:</b>                                  | None Recommended  |
| <b>Recommendation:</b>                                | Approve total payment to Thompson Construction Group of \$72,629.56 from Budgeted funds.  |
| <b>Funds are available in the following accounts:</b> | 506043510-5425110   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



Print Form

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

Vendor: THOMPSON CONSTRUCTION GROUP E-Verify Number: 169677

Commodity: TURBINE REPAIRS/ALIGNMENT

Estimated annual expenditure for the above commodity or service: \$ 77,269.56

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

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- X 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: ALLEN SAXON Department: UTILITIES Date: 02/28/2024

Department Head Signature: [Signature] Date: 2/28/24

Approval Authority: [Signature] Date: 2/28/24

Administrator Approval: (required — not required) \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS:

AUGUSTA - RICHMOND COUNTY  
REQUISITION

DATE: 2/28/2024  
Department: Utilities  
GL#: 506043510 - 5425110  
JL#: -  
CHECK ALL THAT APPLY:  
☒ WATER  
☐ SEWER  
☐ BOTH  
☐ ENGINEERING  
☐ CONSTRUCTION  
☐ PROFESSIONAL SERVICES  
☐ COMMISSION APPROVAL  
☐ ADMINISTRATIVE APPROVAL  
☐ CHANGE ORDER  
FUND# 506 - Operating  
Date  
Date  
Date

|   |                     |          |            |   |            |   |            |             |  |
|---|---------------------|----------|------------|---|------------|---|------------|-------------|--|
| JL#:  |                     | -        |            | VENDOR:<br>ADDRESS:<br>PHONE #:<br>QUOTED BY: |            | THOMPSON CONSTRUCTION GROUP<br>VENDOR#28053 |            |             |  |
| BID ITEM #                                  |                     |          |            |   |            |   |            |             |  |
|   |                     |          |            |   |            |   |            |             |  |
|   |                     |          |            |   |            |   |            |             |  |
|   |                     |          |            |   |            |   |            |             |  |
| ITEM #                                      | ITEM DESCRIPTION    | QUANTITY | UNIT PRICE | TOTAL PRICE                                   | UNIT PRICE | TOTAL PRICE                                 | UNIT PRICE | TOTAL PRICE |  |
| 1.  | ALIGNMENT/REPAIR    |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 2.  | TO #1 AND #4        |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 3.  | RAW WATER TURBINES  |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 4.  | AT RWPS CANAL       |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 5.  |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 6.  | INVOICE 20230027    | 1        | 43,848.91  | 43,848.91                                     |            | 0.00  |            | 0.00        |  |
| 7.  |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 8.  | INVOICE 20230089REV | 1        | 17,490.15  | 17,490.15                                     |            | 0.00  |            | 0.00        |  |
| 9.  |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 10.   | INVOICE 20230066    | 1        | 15,930.50  | 15,930.50                                     |            | 0.00  |            | 0.00        |  |
| 11.   |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 12.   |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 13.   |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| 14.   |                     |          |            | 0.00  |            | 0.00  |            | 0.00        |  |
| SHIPPING CHARGES                            |                     |          |            |   |            |   |            |             |  |
| TOTAL                                       |                     |          |            | 77,269.56                                     |            |   |            |             |  |
| JUSTIFICATION AND EXPLANATION FOR PURCHASE: |                     |          |            |   |            |   |            |             |  |

REQUESTED BY: RWPS/CANAL  
APPROVED BY: ALLEN SAXON

Directors  
Signature: 



## UTILITIES DEPARTMENT

**Wes Byne, P.E.**  
**Director**

**TO:** Geri Sams  
Director, Procurement Department

**THRU:** Wes Byne, P.E.  
Director, Utilities Department

**FROM:** Allen Saxon

**CC:**

**DATE:** February 28, 2024

**SUBJECT:** JUSTIFICATION FOR SOLE SOURCE

---

The Thompson Construction Group was involved in the installation/alignment of two turbines used for the pumping of water from the Augusta Canal to the Highland Avenue Water Treat Plant. Because they provided the alignment services for the turbine systems during their most recent upgrades, we have them provide annual alignment checks on this equipment.

We have discovered that the process of approving their proposal of this work in 2023 was not completed. As a result, Thomas Construction Group is due payment for three invoices amounting to a total of \$77,269.56.

Please approve this request for payment for the work completed.

Thank you.

 **Approved:**  
AUD Director

Augusta Utilities Department  
452 Walker Street, Suite 200 - Augusta, GA 30901  
(706) 312-4154 - Fax (706) 312-4123  
WWW.AUGUSTAGA.GOV



# INVOICE



100 N Main Street  
Sumter, SC 29150  
(803) 773-8005

TO: **City of Augusta**  
**535 Telfair St**  
**Augusta, GA 30901**

03-122

DATE: 03-28-2023

Invoice No. 20230027

| Your Order No. | Job        | Work Order No. | Terms  |
|----------------|------------|----------------|--------|
| 1              | 23-19-1655 |                | NET 30 |

City of Augusta Alignment T&M

WE 02/26/23 - WE 03/12/23

Completed This Billing (detail attached) 43,848.91

Approved:

  
AUD Director

**Please note change in remit to:**  
Thompson Construction  
100 N Main St.  
Sumter, SC 29150

Amount Billed \$43,848.91

**ACH Info:**  
Account Number: 000036102317  
Routing: 053904483  
Remit Email:  
accountsreceivable@thompsonconstructiongroup.com

Total Due \$43,848.91



Hydro Consulting & Maintenance Services, Inc.  
1800 W King St  
York PA 17404  
717-747-1402

# Invoice

Invoice#: 20230027

Date: 03/28/2023

**Billed To:** City of Augusta  
2421 Riverlook Drive  
Augusta GA 30904

**Project:** City of Augusta Alignment 1 & 4  
City of Augusta Plant  
1888 Goodrich  
Augusta GA 30904

**Due Date:** 04/28/2023

**Terms:** 30DY

**Order#**

| Description                             | Quantity | Price    | Amount     |
|---|----------|----------|------------|
| City of Augusta Alignment T&M           |          |          |            |
| WE 2/26 Superintendent Travel Time      | 5.5000   | \$82.59  | \$454.25   |
| WE 2/26 Superintendent Travel Mileage   | 267.0000 | \$0.66   | \$174.89   |
| WE 2/26 Superintendent Travel Per Diem  | 1.0000   | \$150.00 | \$150.00   |
| WE 2/26 3 HEM's Travel Time             | 11.0000  | \$52.86  | \$581.46   |
| WE 2/26 3 HEM's Travel Mileage          | 606.0000 | \$0.66   | \$396.93   |
| WE 2/26 3 HEM's Travel Per Diem         | 3.0000   | \$150.00 | \$450.00   |
| WE 3/05 BC Superintendent Travel Time   | 12.0000  | \$82.59  | \$991.08   |
| WE 3/05 BC Superintendent Straight Time | 12.0000  | \$82.59  | \$991.08   |
| WE 3/05 BC Super Pickup Truck \$200/day | 2.0000   | \$200.00 | \$400.00   |
| WE 3/05 BC Superintendent Per Diem      | 2.0000   | \$150.00 | \$300.00   |
| WE 3/05 SD Superintendent Straight Time | 42.0000  | \$82.59  | \$3,468.78 |
| WE 3/05 SD Superintendent Over Time     | 20.0000  | \$123.22 | \$2,464.40 |
| WE 3/05 SD Superintendent Per Diem      | 7.0000   | \$150.00 | \$1,050.00 |
| WE 3/5 3 HEM's Straight Time            | 120.0000 | \$52.86  | \$6,343.20 |
| WE 3/5 3 HEM's Over Time                | 60.0000  | \$78.86  | \$4,731.60 |
| WE 3/5 3 HEM's Per Diem                 | 21.0000  | \$150.00 | \$3,150.00 |
| WE 3/12 Superintendent Straight Time    | 44.0000  | \$82.59  | \$3,633.96 |
| WE 3/12 Superintendent Travel Time      | 5.5000   | \$82.59  | \$454.25   |
| WE 3/12 Superintendent Travel Mileage   | 267.0000 | \$0.66   | \$174.89   |
| WE 3/12 Superintendent Per Diem         | 4.0000   | \$150.00 | \$600.00   |
| WE 3/12 3 HEM's Straight Time           | 120.0000 | \$52.86  | \$6,343.20 |
| WE 3/12 3 HEM's Travel Time             | 11.0000  | \$52.86  | \$581.46   |
| WE 3/12 3 HEM's Travel Mileage          | 606.0000 | \$0.66   | \$396.93   |
| WE 3/12 3 HEM's Per Diem                | 12.0000  | \$150.00 | \$1,800.00 |

A service charge of 0.00 % per annum will be charged on all amounts overdue on regular statement dates.

Thank you for your prompt payment!

|                     |                  |
|---------------------|------------------|
| Non-Taxable Amount: | 43,848.91        |
| Taxable Amount:     | 0.00             |
| Sales Tax:          | 0.00             |
| <b>Amount Due</b>   | <b>43,848.91</b> |

**Contract Invoice**

Continued...

Invoice#: 20230027

Date: 03/28/2023

| Description                         | Quantity | Price      | Amount     |
|-------------------------------------|----------|------------|------------|
| Precision Tool Box \$1250/week      | 2.0000   | \$1,250.00 | \$2,500.00 |
| Admin Fee 15% on Expenses \$8443.64 | 0.1500   | \$8,443.64 | \$1,266.55 |

# INVOICE



**Thompson** | **HCMS**  
A DIVISION OF THOMPSON

100 N Main Street  
Sumter, SC 29150  
(803) 773-8005

TO: **City of Augusta**  
**535 Telfair St**  
**Augusta, GA 30901**

03-122

DATE: 11-15-2023

Invoice No. 20230089REV

| Your Order No. | Job        | Work Order No. | Terms  |
|----------------|------------|----------------|--------|
| 1              | 23-19-1655 |                | NET 30 |

City of Augusta Alignment  
Change Orders & June T&M

Completed This Billing (detail attached)

17,490.15

**Approved:**

AUD Director

Sent by:

FEB 26 2024  
Jess Thompson

Please note change in remit to:  
Thompson Construction  
100 N Main St  
Sumter, SC 29150

Amount Billed \$17,490.15

Total Due \$17,490.15

ACH Info:  
Account Number: 000036102317  
Routing: 053904483  
Remit Email:  
accountsreceivable@thompsonconstructiongroup.com



# Invoice

Invoice#: 20230089

Date: 07/20/2023

Revision Date 11.15.2023

**Billed To:** City of Augusta  
535 Telfair Street  
Municipal Building 1000  
Augusta GA 30901-2379

**Project:** City of Augusta Alignment 1 & 4  
City of Augusta Plant  
1888 Goodrich  
Augusta GA 30904

Due Date: 08/19/2023

Terms: 30DY

Order#

| Description                              | Quantity | Price      | Amount     |
|--|----------|------------|------------|
| City of Augusta T&M June 2023            |          |            |            |
| WE 6/11 Superintendent ST                | 40.0000  | \$82.59    | \$3,303.60 |
| WE 6/11 Superintendent OT                | 6.0000   | \$123.22   | \$739.32   |
| WE 6/11 Superintendent Per Diem          | 6.0000   | \$150.00   | \$900.00   |
| WE 6/11 Superintendent Pickup \$600/week | 1.0000   | \$600.00   | \$600.00   |
| WE 6/11 (2) HEM ST                       | 78.5000  | \$52.86    | \$4,149.51 |
| WE 6/11 (2) HEM PD                       | 8.0000   | \$150.00   | \$1,200.00 |
| WE 6/18 Superintendent ST                | 17.0000  | \$82.59    | \$1,404.03 |
| WE 6/18 Superintendent Per Diem          | 2.0000   | \$150.00   | \$300.00   |
| WE 6/18 Superintendent Pickup \$200/day  | 2.0000   | \$200.00   | \$400.00   |
| WE 6/18 (2 ) HEM's ST                    | 29.5000  | \$52.86    | \$1,559.37 |
| WE 6/18 (2 ) HEM's Per Diem              | 3.0000   | \$150.00   | \$450.00   |
| WE 6/25 HEM ST                           | 12.0000  | \$52.86    | \$634.32   |
| WE 6/25 HEM Per Diem                     | 1.0000   | \$150.00   | \$150.00   |
| Precision Tool Box \$1,250/week          | 1.0000   | \$1,250.00 | \$1,250.00 |
| Admin Fee 15% on Expenses \$3,000.00     | 0.1500   | \$3,000.00 | \$450.00   |

A service charge of 0.00 % per annum will be charged on all amounts  
overdue on regular statement dates.

Thank you for your prompt payment!

|                     |                  |
|---------------------|------------------|
| Non-Taxable Amount: | 17,490.15        |
| Taxable Amount:     | 0.00             |
| Sales Tax:          | 0.00             |
| <b>Amount Due</b>   | <b>17,490.15</b> |



# INVOICE

**Thompson**  
Construction

100 N. Main Street  
Sumter, SC 29150  
(803) 773-8005

TO: City of Augusta  
535 Telfair St  
Augusta, GA 30901

Customer Number  
03-122

DATE: 05-31-2023

Invoice No. 20230066

Your Order No.

Job

Work Order No.

Terms

2

23-19-1655

NET 30

City of Augusta Alignment T&M

May 2023 Completed This Billing

(detail attached)

15,930.50

**Approved:**

*[Signature]*  
AUD Director

**Sent by:**

**FEB 26 2024**

**Tess Thompson**

**Amount Billed \$15,930.50**

**ACH Info:**

**Account Number: 000036102317**

**Routing: 053904483**

**Remit Email:**

**AccountsReivable@ThompsonConstructionGroup.com**

**Total Due \$15,930.50**



**Invoice**

Invoice#: 20230066

Date: 05/31/2023

**Billed To:** City of Augusta  
2421 Riverlook Drive  
Augusta GA 30904

**Project:** City of Augusta Alignment 1 & 4  
City of Augusta Plant  
1888 Goodrich  
Augusta GA 30904

Due Date: 06/30/2023

Terms: 30DY

Order#

| Description                          | Quantity | Price      | Amount     |
|--------------------------------------|----------|------------|------------|
| City of Augusta T&M May 2023         |          |            |            |
| WE 5/7 Superintendent ST             | 10.0000  | \$82.59    | \$825.90   |
| WE 5/7 Superintendent Per Diem       | 1.0000   | \$150.00   | \$150.00   |
| WE 5/7 (2) HEM's ST                  | 58.0000  | \$52.86    | \$3,065.88 |
| WE 5/7 (2) HEM's Per Diem            | 5.0000   | \$150.00   | \$750.00   |
| WE 5/14 Superintendent ST            | 8.0000   | \$82.59    | \$660.72   |
| WE 5/14 Superintendent Per Diem      | 1.0000   | \$150.00   | \$150.00   |
| WE 5/14 (1) HEM ST                   | 8.0000   | \$52.86    | \$422.88   |
| WE 5/14 (1) HEM Per Diem             | 1.0000   | \$150.00   | \$150.00   |
| WE 5/21 (2) HEM's ST                 | 60.0000  | \$52.86    | \$3,171.60 |
| WE 5/21 (2) HEM's OT                 | 32.0000  | \$78.86    | \$2,523.52 |
| WE 5/21 (2) HEM's Per Diem           | 8.0000   | \$150.00   | \$1,200.00 |
| Precision Tool Box \$1250/week       | 2.0000   | \$1,250.00 | \$2,500.00 |
| Admin Fee 15% on Expenses \$2,400.00 | 0.1500   | \$2,400.00 | \$360.00   |

A service charge of 0.00 % per annum will be charged on all amounts  
overdue on regular statement dates.

Thank you for your prompt payment!

|                     |                  |
|---------------------|------------------|
| Non-Taxable Amount: | 15,930.50        |
| Taxable Amount:     | 0.00             |
| Sales Tax:          | 0.00             |
| <b>Amount Due</b>   | <b>15,930.50</b> |



## Commission Meeting

March 19, 2024

### Sole Source Procurement – Vendor Repair Parts

---

|   |   |
|---|---|
| <b>Department:</b>                                    | Utilities   |
| <b>Presenter:</b>                                     | Wes Byne  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> Sole Source Procurement of Repair Parts for Hypochlorite Generator. ( <b>Approved by Engineering Services Committee March 12, 2024</b> )   |
| <b>Background:</b>                                    | Augusta uses hypochlorite generators at large facilities to provide chemicals for water disinfection. The generator unit at the Highland Avenue Facility is in need of replacement parts to insure continued reliable operation. These parts are only available from the equipment manufacturer. This item is a request for approval of sole source procurement of critical replacement parts at a cost of \$99,315.02. |
| <b>Analysis:</b>                                      | This is a needed purchase to ensure reliable disinfection system operations. Parts are only available from the system manufacturer.   |
| <b>Financial Impact:</b>                              | \$99,315.02 from budgeted funds.  |
| <b>Alternatives:</b>                                  | None  |
| <b>Recommendation:</b>                                | Approve procurement of needed replacement parts from DeNora Water Technologies at a cost of \$99,315.02.  |
| <b>Funds are available in the following accounts:</b> | 506043520-5425110   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



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

Vendor: De Nora Texas LLC E-Verify Number: STS 13722

Commodity: \_\_\_\_\_

Estimated annual expenditure for the above commodity or service: \$ 99315.02

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

- ☐ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- ☐ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- ☒ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- ☒ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- ☐ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- ☐ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

Name: Gene Bodie Department: AUD Date: 2/22/24

Department Head Signature:  Date: 2/22/24

Approval Authority:  Date: 2/28/24

Administrator Approval: (required – not required) \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS:



## UTILITIES DEPARTMENT

**Wes Byne, P.E.**  
Director

**TO:** Geri Sams  
Director, Procurement Department

**THRU:** Wes Byne  
Director, Utilities Department

**FROM:** Gene Bodie

**CC:**

**DATE:** 2/22/24

**SUBJECT:** JUSTIFICATION MEMORANDUM

---

### Sole Source Justification for Highland Ave WTP Hypo Cell

The hypo cell units are proprietary to manufacture, and no others' can be used in application. In order to avoid production interruptions and to ensure proper disinfection for water quality a new Hypo cell is required. Present issues with cell deterioration.

Regards

Gene Bodie

A handwritten signature in blue ink that reads "Gene Bodie".

Approved:

A handwritten signature in blue ink that reads "Wes Byne".  
AJD Director

## AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

**CHECK ALL THAT APPLY:**

**DATE: 2/22/2024**

# DIVISION Highland Water Filter Plant

FUND #: 506043520 5425110

SHIP TO:

**Highland Water Filter Plant  
2835 Central Ave.**

**VENDOR:**

**ADDRESS:**

**PHONE #:**

**QUOTED BY:**

denora water technologies

1110 Industrial Blvd, Sugarland TX 77478

281.240.6770

Herb Barbee Quote # 20039379

**REVISION #**

|                                     |          |                                     |           |                                     |             |                          |              |                          |           |                                     |             |
|-------------------------------------|----------|-------------------------------------|-----------|-------------------------------------|-------------|--------------------------|--------------|--------------------------|-----------|-------------------------------------|-------------|
| <input checked="" type="checkbox"/> | WATER    | <input type="checkbox"/>            | EQUIPMENT | <input type="checkbox"/>            | CHEMICAL    | <input type="checkbox"/> | LAB          | <input type="checkbox"/> | IT        | <input type="checkbox"/>            | ROUTINE     |
| <input type="checkbox"/>            | SEWER    | <input type="checkbox"/>            | TOOLS     | <input type="checkbox"/>            | GASES       | <input type="checkbox"/> | UNIFORM      | <input type="checkbox"/> | SCADA     | <input type="checkbox"/>            | EMERGENCY   |
| <input type="checkbox"/>            | SUPPLIES | <input checked="" type="checkbox"/> | SAFETY    | <input checked="" type="checkbox"/> | REPAIR      | <input type="checkbox"/> | LIFT STATION | <input type="checkbox"/> | INVENTORY | <input checked="" type="checkbox"/> | SOLE SOURCE |
| <input checked="" type="checkbox"/> | SERVICE  | <input type="checkbox"/>            | OFFICE    | <input checked="" type="checkbox"/> | MAINTENANCE | <input type="checkbox"/> | OTHER        | <input type="checkbox"/> | BID ITEM  | <input type="checkbox"/>            | PREFER ITEM |

[illegible]

**JUSTIFICATION AND EXPLANATION FOR PURCHASE:**

present hypo cell electrodes have worn plates and showing signs of weakness causing extreme heat on cell. Required to produce Hypo chlorite for drinking water process

**REQUESTED BY:** *Solo Jewell*

**APPROVED BY:**

Received by:

**FEB 22 2024**

**Nicole Rogers**

**Approved:**

**VP Director**



|   |                           |  |                        |                              |  |
|---|---------------------------|--|------------------------|------------------------------|--|
| <b>QUOTATION</b>  | <b>NUMBER</b><br>20039379 | <b>DATE</b><br>02/22/2024  | Page 1 of 2            |                              |  |
| <b>CUSTOMER REFERENCE</b>   |                           |  | <b>CURRENCY</b><br>USD |                              |  |
| <b>SHIPPING METHOD</b><br>COURIER   |                           | <b>END OF VALIDITY</b><br>04/22/2024   |                        |                              |  |
| <b>PAYMENT TERMS</b><br>Net 30 days   |                           | <b>SHIPPING POINT ADDRESS</b><br>DE NORA WATER TECH LLC.<br>1110 Industrial Boulevard<br>Sugar Land, TX 77478 USA  |                        | <b>PACKAGING</b><br>Included |  |
| <b>INCOTERMS</b><br>EXW - Ex Works  |                           |  |                        |                              |  |
| <b>DE NORA CONTACT</b><br>Herbert Barbee<br>ph: +12812748464<br>mail: Herbert.Barbee@denora.com |                           | <b>SOLD TO PARTY</b> 30002364<br><br>AUGUSTA, GEORGIA<br>Accounting Department, Ste. 800<br>535 TELFAIR STREET Municipal Building 1000<br>AUGUSTA, GA 30901<br>USA |                        |                              |  |
| <b>SHIP TO PARTY</b> 30002364   |                           |  |                        |                              |  |

| ITEM / CODE / DESCRIPTION  | U.M | QTY | PRICE     | CURRENCY | AMOUNT    |
|--|-----|-----|-----------|----------|-----------|
| 10 47000339<br>CELL, ASSEMBLY, CT750, DRINKING/NSF,<br>Legacy Part Number: CT6-0750E-1 | PC  | 1   | 98,727.32 | USD      | 98,727.32 |
| 20 40000525<br>Crate, CT750, Tube Assembly<br>Legacy Part Number: 5607-147             | PC  | 1   | 237.70    | USD      | 237.70    |

CUSTOMER'S ACCEPTANCE OF THIS QUOTATION IS EVIDENCED BY THE SIGNATURE APPLIED HERETO AND CONSTITUTES A CONTRACT TO PURCHASE SUBJECT ONLY TO THE TERMS AND CONDITIONS PROVIDED HEREWITH. ANY CONFLICTING TERMS AND CONDITIONS PROVIDED BY BUYER ARE EXPRESSLY DISCLAIMED.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

\* Country of Origin: USA  
 \* Sch B: 8421.99.0040  
 \*ECCN: NLR- EAR99  
 \*\*Freight Not Included in Quote\*  
 \* Estimated Lead Time: 4-6 Weeks ARO  
 \* EXWORKS, our crating company, Houston, TX  
 If you wish to order the part, please sign the attached quote and provide your PO number and Bill and ship to address to avoid approval delays.  
 \*\*Availability is subject to prior sale\*\*  
 Minimum order of \$50.00 required  
 Standard documentation and packaging are provided. We cannot pack to military specifications nor do we offer bar-coding

|                 |                         |                      |                        |               |
|-----------------|-------------------------|----------------------|------------------------|---------------|
| <b>TAX BASE</b> | <b>SALES TAX AMOUNT</b> | <b>TOTAL PRODUCT</b> | <b>TOTAL SALES TAX</b> | <b>TOTAL</b>  |
| 98,965.02 USD   | 0.00 USD                | 98,965.02 USD        | 0.00 USD               | 98,965.02 USD |

De Nora Water Technologies LLC., 1110 Industrial Boulevard, Sugar Land, TX 77478 USA  
 TIN: 23-2259749, Tel: 1-281-240-6770 Fax: 1-281-274-8492 Web: [www.denora.com](http://www.denora.com)



|                           |                           |                           |                        |
|---------------------------|---------------------------|---------------------------|------------------------|
| <b>QUOTATION</b>          | <b>NUMBER</b><br>20039379 | <b>DATE</b><br>02/22/2024 | <b>Page 2 of 2</b>     |
| <b>CUSTOMER REFERENCE</b> |                           |                           | <b>CURRENCY</b><br>USD |



services.

\$50.00 charge per Certificate of  
Conformance. If the request is received  
After the order is shipped the charge  
Will increase to \$100.00.

Seller may freely assign any order issued by Buyer to any of Seller's affiliates, and shall notify the Buyer of same, at its option.  
Seller reserves the right to manufacture, or to have manufactured at an affiliated facility worldwide, any of the Products, in whole  
or in part, associated with an order issued hereunder.

In the event that the performance of a contractual obligation hereunder by either party hereto is prevented, restricted, hindered,  
delayed or interfered with directly or indirectly in connection with the COVID-19 ( "Coronavirus") pandemic or similar pandemic or  
epidemy and/or any measures introduced by any government authority to address such pandemics/epidemies, the party so  
affected shall be excused from such performance to the extent and for the duration of such prevention, restriction, hindrance,  
delay or interference, and shall not be liable for any costs or damages.

Each party shall exercise reasonable efforts to resolve any impediment, however, neither Party shall be obligated to incur  
additional costs of more than 5% of the order value. The party affected should give notice to the other party as soon as  
practicable of the prevention, restriction, hindrance, delay or interference with its performance.

Per attached De Nora Water Technologies Texas LLC Terms and Conditions

EXW (Ex-Works): Sugar Land, Texas 77478 U.S.A.

Regards,

Herbert R Barbee

Inside Sales Representative

De Nora Water Technologies Texas LLC

Direct: +1 (281) 274- 8464

Fax: +1 (281) 240-6762

Toll free Product/Tech Support

T: 1.800-646-9426, option 2

Tech Support

Email: Herbert.Barbee@denora.com

Website: <http://www.denora.com>

De Nora and Customer agree that the General Terms and Conditions of Sale set forth at <https://www.denora.com/info/Sales-Terms---Conditions.html> (the  
"Terms") shall exclusively govern the transactions described or contemplated in this Purchase Order or Proposal, as applicable, and any other sales or related  
transaction between the parties herein, and such Terms are expressly incorporated by reference herein and to any related agreements between the parties.  
Any additional or different terms or conditions which may appear in any communication from Customer, including, without limitation, in any printed form provided  
are hereby expressly objected to and rejected in full and shall not be effective or binding in any capacity unless expressly accepted in an authorized writing by  
De Nora, regardless of, and fully notwithstanding, De Nora's supply of any goods and services or the execution of any document or acceptance by any person  
other than an officer or authorized agent of De Nora.

| TAX BASE      | SALES TAX<br>AMOUNT | TOTAL PRODUCT | TOTAL SALES TAX | TOTAL         |
|---------------|---------------------|---------------|-----------------|---------------|
| 98,965.02 USD | 0.00 USD            | 98,965.02 USD | 0.00 USD        | 98,965.02 USD |



DeNora Water Technologies Texas LLC  
 (Formerly Severn Trent De Nora Texas, LLC)  
 1110 Industrial Blvd  
 Sugarland TX 77478  
 Direct: +1 (281) 274-6770  
 Fax: +1 (281) 240-6762  
[www.denora.com](http://www.denora.com)

**Date:** 22 February 2024  
**To:** Mr. Gene Bodie  
 Augusta Utilities  
 Augusta Georgia  
**Copy:** Allen Walker, Templeton & Associates  
 Joe Kelly - Temsco  
**From:** Kyle T. Cook, Eastern RSM De Nora Water Technologies  
**Subject:** Clortec Exclusivity for Georgia

Dear Mr. Bodie,

Denora Water Technologies is the sole manufacturer of the Clortec Onsite Hypochlorite Generation System, inclusive of any new equipment manufactured by Denora Water Technologies which works in conjunction with and/or is compatible with the Clortec product line.

Kyle T. Cook  
 Eastern Regional Sales Manager  
 De Nora Water Technologies



## Commission Meeting

March 19, 2024

Approve Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150)

|                    |  |
|--------------------|--|
| <b>Department:</b> | Utilities  |
| <b>Presenter:</b>  | Michael J Bryant   |
| <b>Caption:</b>    | Motion to <b>approve</b> Lead and Copper Rule Revision Water Service Line Inventory Development Contract for AUD to HDR Engineering, Inc. (RFP #24-150) ( <b>Approved by Engineering Services Committee March 12, 2024</b> )   |
| <b>Background:</b> | Augusta Utilities is seeking approval to enter into a contract with HDR Engineering, Inc. to perform all tasks related to the Augusta Utilities Department's initial water service line inventory, in accordance with the Environmental Protection Agency's (EPA) Lead and Copper Rule Revision, ahead of the compliance deadline of October 16, 2024 based on RFP #24-150. In 2021, the EPA issued significant revisions to the Lead and Copper Rule, called the Lead and Copper Rule Revision (LCRR). Included in this revision is the requirement that water providers must develop a publicly available service line inventory to identify the materials of each service line, on both the water provider-owned and customer-owned side. The Georgia Environmental Protection Division (GA EPD) is the state primacy agency for EPA in Georgia and will be responsible for receiving and verifying compliance with the LCRR. AUD provides drinking water to approximately 75,000 service connections. AUD owns the water service line between the water distribution main and the water meter or property line boundary. The customer owns the water service line from the property line/water line into the premise. AUD is diligently working on reviewing historical records to identify the materials of these service lines; however, it is anticipated that a large portion of service line materials will still be unknown after this effort. AUD is seeking support from HDR Engineering, Inc to assist in field verification and predictive modeling to minimize the number of unknown materials in the service line inventory. |
| <b>Analysis:</b>   |  |

The requested services were sent out as an RFP per regulations of the Augusta Procurement Code. Three (3) companies responded. The evaluation committee reviewed and evaluated all proposal and recommend

the award to HDR Engineering. The Department concurred with the evaluation committee recommendation.

**Financial Impact:** \$280,000.00

**Alternatives:** None

**Recommendation:** Approve

**Funds are available in** G/L 514043410-5212115  
**the following accounts:** J/L 82400010-5212115

**REVIEWED AND** N/A  
**APPROVED BY:**

## Request for Proposals

Request for Proposals will be received at this office until **Tuesday, February 20, 2024 @ 1:00 p.m.** via ZOOM Meeting ID: **874 6622 0811**; Passcode: **355520** for furnishing:

RFP Item #24-150      Lead and Cooper Rule Revision Water Service Line Inventory Development for Augusta, GA –  
Utilities Department

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

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

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

**Pre-Proposal Conference will be held on Monday, February 5, 2024 @ 2:00 p.m. Via Zoom Meeting ID: 841 7840 3893; Passcode: 669020.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, February 6, 2024 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.**

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      January 11, 18, 25, 2024 and February 1, 2024  
Metro Courier      January 11, 2024

Revised: 3/22/21



**RFP Opening 24-150 Lead and Cooper Rule Revision Water Service Line  
Inventory Development for Augusta, GA – Utilities Department  
RFP Due: Tuesday, February 20, 2024 @ 1:00 p.m.**

Total Number Specifications Mailed Out: 26  
Total Number Specifications Download (Demandstar): 5  
Total Electronic Notifications (Demandstar): 259  
Georgia Procurement Registry: 324  
Total packages submitted: 3  
Total Noncompliant:

| <b>VENDORS</b>  | <b>Attachment<br/>"B"</b> | <b>Addendum 1</b> | <b>E-Verify</b> | <b>Save Form</b> | <b>Fee Proposal</b> | <b>Original</b> | <b>7<br/>Copies</b> |
|---|---------------------------|-------------------|-----------------|------------------|---------------------|-----------------|---------------------|
| <b>Stantec Consulting Services<br/>229 Peachtree Street NE, Suite 1900<br/>Atlanta, GA 30303-1629</b> | <b>YES</b>                | <b>YES</b>        | <b>19959</b>    | <b>YES</b>       | <b>YES</b>          | <b>YES</b>      | <b>YES</b>          |
| <b>W.K. Dickson &amp; CO., INC<br/>1450 Greene Street, Suite 505c<br/>Augusta, GA 30901</b>           | <b>YES</b>                | <b>YES</b>        | <b>110665</b>   | <b>YES</b>       | <b>YES</b>          | <b>YES</b>      | <b>YES</b>          |
| <b>HDR Engineering, Inc.<br/>1100 Peachtree Street, NE<br/>Suite 400<br/>Atlanta, GA 30309</b>        | <b>YES</b>                | <b>YES</b>        | <b>42021</b>    | <b>YES</b>       | <b>YES</b>          | <b>YES</b>      | <b>YES</b>          |





**RFP Item #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development**

**for Augusta GA - Utilities Department**

**Evaluation Date: Thursday, February 22, 2024 @ 3:00 p.m. via ZOOM**

Item 14.

| Vendors  |         |           | Stantec Consulting Services<br>229 Peachtree Street NE, Suite 1900<br>Atlanta, GA 30303-1629 | W.K. Dickson & CO., INC<br>1450 Greene Street, Suite 505c<br>Augusta, GA 30901 | HDR Engineering, Inc.<br>1100 Peachtree Street, NE<br>Suite 400<br>Atlanta, GA 30309 | Stantec Consulting Services<br>229 Peachtree Street NE, Suite 1900<br>Atlanta, GA 30303-1629 | W.K. Dickson & CO., INC<br>1450 Greene Street, Suite 505c<br>Augusta, GA 30901 | HDR Engineering, Inc.<br>1100 Peachtree Street, NE<br>Suite 400<br>Atlanta, GA 30309 |
|--|---------|-----------|--|--|--|--|--|--|
| 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<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized   | N/A     | Pass/Fail | PASS   | PASS   | PASS   | PASS   | PASS   | PASS   |
| 2. Qualifications & Experience   | (0-5)   | 25        | 5.0  | 5.0  | 5.0  | 125.0  | 125.0  | 125.0  |
| 3. Organization & Approach   | (0-5)   | 15        | 4.9  | 5.0  | 4.8  | 73.5   | 75.0   | 72.0   |
| 4. Scope of Services (30 points) - Provide details on your approach to the Scope of Services (Section II) to include your organizations experience and ability to provide the following item: Provide experience and approach to the following as requested in the RFP specifications:<br>a) Ability to provide predictive modeling efforts in accordance with EPA Lead/Copper Rule Revision guidelines for water service line inventory work.<br>b) Provide concurrence plan and submit to GA EPD, coordinate with GA EPD and AUD on concurrence plan<br>c) Service Line Inventory via Predictive Modeling, using machine learning to gain satisfactory confidence level (according to GA EPD & concurrence plan) to determine system and customer service line material.<br>d) Field inspections necessary in the pursuit of service material validation per the parameters of the predictive modeling effort.<br>e) Photo and Photo Index to reflect findings of field investigations. Photos to be annotated with both System and Customer-side materials. Delivered in digital format with index based on unique identification number. | (0-5)   | 20        | 4.5  | 4.0  | 5.0  | 90.0   | 80.0   | 100.0  |
| 5. Financial Stability   | (0-5)   | 5         | 5.0  | 5.0  | 5.0  | 25.0   | 25.0   | 25.0   |
| 6. Schedule of Work  | (0-5)   | 5         | 4.5  | 4.4  | 5.0  | 22.5   | 22.0   | 25.0   |
| 7. References  | (0-5)   | 5         | 5.0  | 4.7  | 5.0  | 24.8   | 23.5   | 25.0   |
| Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)   |         |           | 28.9   | 28.1   | 29.8   | 360.8  | 350.5  | 372.0  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)  |         |           |  |  |  |  |  |  |
| 8. Presentation by Team  | (0-5)   | 10        |  |  |  | 0.0  | 0.0  | 0.0  |
| 9. Q&A Response to Panel Questions   | (0-5)   | 5         |  |  |  | 0.0  | 0.0  | 0.0  |
| 10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)  |         |           |  |  |  | Cost/Fee Proposal Consideration  |  |  |
| Lowest Fees  | 5       | 10        |  |  | 5.0  | 0.0  | 0.0  | 50.0   |
| Second   | 5       | 6         | 5.0  |  |  | 30.0   | 0.0  | 0.0  |
| Third  | 5       | 4         |  | 5.0  |  | 0.0  | 20.0   | 0.0  |
| Forth  | 5       | 2         |  |  |  | 0.0  | 0.0  | 0.0  |
| Fifth  | 5       | 1         |  |  |  | 0.0  | 0.0  | 0.0  |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)   |         |           | 5.0  | 5.0  | 5.0  | 30.0   | 20.0   | 50.0   |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)  |         |           |  |  |  |  |  |  |
| Total Cumulative Score (Maximum point is 525)  |         |           | 33.9   | 33.1   | 34.8   | 390.8  | 370.5  | 422.0  |

Internal Use Only

Evaluator: Cumulative Date: 2/22/24

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: 2/22/24



## UTILITIES DEPARTMENT

Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

### MEMO

**DATE:** February 22, 2024

**TO:** Geri Sams, Director, Procurement Department

**THROUGH:** Wes Byne, P.E., Director, Utilities Department *Wes Byne*

**FROM:** Michael J Bryant *MB*

**SUBJECT:** RFP #24-150 Lead and Copper Rule Revision Water Service Line Inventory  
Director's Approval Memo

I concur with the Selection Board's evaluation and recommendation of HDR, Inc. to complete the efforts required in RFP #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development for the Utilities Department. HDR, Inc. has indicated their ability to complete the project satisfactorily by Georgia EPD's October 16, 2024 deadline.

AUD will submit a Muni-Agenda item after Procurement's receipt of the required consultant's documents for the Commission approval of the RFP #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development project for the Utilities Department.

cc: Chad Hendrix, PE *CDH*  
Nancy Williams



RFP Item #24-150 Lead and Copper Rule Revision Water Service Line Inventory Development  
for Augusta GA - Utilities Department  
Evaluation Date: Thursday, February 22, 2024 @ 3:00 p.m. via ZOOM

Item 14.

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|--|---------|-----------|--|--|--|--|--|--|
| 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<br>• Package submitted by the deadline<br>• Package is complete (includes requested information as required per this solicitation)<br>• Attachment B is complete, signed and notarized   | N/A     | Pass/Fail | PASS   | PASS   | PASS   | PASS   | PASS   | PASS   |
| 2. Qualifications & Experience   | (0-5)   | 25        | 5.0  | 5.0  | 5.0  | 125.0  | 125.0  | 125.0  |
| 3. Organization & Approach   | (0-5)   | 15        | 4.9  | 5.0  | 4.8  | 73.5   | 75.0   | 72.0   |
| 4. Scope of Services (30 points) - Provide details on your approach to the Scope of Services (Section II) to include your organizations experience and ability to provide the following item: Provide experience and approach to the following as requested in the RFP specifications:<br>a) Ability to provide predictive modeling efforts in accordance with EPA Lead/Copper Rule Revision guidelines for water service line inventory work.<br>b) Provide concurrence plan and submit to GA EPD, coordinate with GA EPD and AUD on concurrence plan<br>c) Service Line Inventory via Predictive Modeling, using machine learning to gain satisfactory confidence level (according to GA EPD & concurrence plan) to determine system and customer service line material.<br>d) Field inspections necessary in the pursuit of service material validation per the parameters of the predictive modeling effort.<br>e) Photo and Photo Index to reflect findings of field investigations. Photos to be annotated with both System and Customer-side materials. Delivered in digital format with index based on unique identification number. | (0-5)   | 20        | 4.5  | 4.0  | 5.0  | 90.0   | 80.0   | 100.0  |
| 5. Financial Stability   | (0-5)   | 5         | 5.0  | 5.0  | 5.0  | 25.0   | 25.0   | 25.0   |
| 6. Schedule of Work  | (0-5)   | 5         | 4.5  | 4.4  | 5.0  | 22.5   | 22.0   | 25.0   |
| 7. References  | (0-5)   | 5         | 5.0  | 4.7  | 5.0  | 24.8   | 23.5   | 25.0   |
| Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)   |         |           | 28.9   | 28.1   | 29.8   | 360.8  | 350.5  | 372.0  |
| Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)  |         |           |  |  |  |  |  |  |
| 8. Presentation by Team  | (0-5)   | 10        |  |  |  | 0.0  | 0.0  | 0.0  |
| 9. Q&A Response to Panel Questions   | (0-5)   | 5         |  |  |  | 0.0  | 0.0  | 0.0  |
| 10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)  |         |           |  |  |  | Cost/Fee Proposal Consideration  |  |  |
| Lowest Fees  | 5       | 10        |  |  |  | 0.0  | 0.0  | 0.0  |
| Second   | 5       | 6         |  |  |  | 0.0  | 0.0  | 0.0  |
| Third  | 5       | 4         |  |  |  | 0.0  | 0.0  | 0.0  |
| Forth  | 5       | 2         |  |  |  | 0.0  | 0.0  | 0.0  |
| Fifth  | 5       | 1         |  |  |  | 0.0  | 0.0  | 0.0  |
| Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)   |         |           | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
| Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)  |         |           |  |  |  |  |  |  |
| Total Cumulative Score<br>(Maximum point is 525)   |         |           | 28.9   | 28.1   | 29.8   | 360.8  | 350.5  | 372.0  |



STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS  
CONSULTANT SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
(CITY)  
  
AND  
  
CONSULTANT

CONSULTANT: [REDACTED]

PROJECT: [REDACTED]

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS  
CONSULTANT SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
(CITY)  
  
AND  
  
CONSULTANT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Business Name, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Project Title

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



## **GENERAL PROVISIONS**

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

### **CONSULTANT COORDINATION**

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

### **AMENDMENTS TO AGREEMENT**

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

### **REDUCTION IN REQUIRED SERVICES**

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

### **DATE CHANGES**

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

### **AGREEMENT MODIFICATIONS**

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

### **TIME OF COMPLETION**

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.





This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

## **PROJECT PROGRESS**

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

## **LITIGATION**

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

## **BINDINGS**

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

## **EXTENT OF THE AGREEMENT**

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



## **DEFINITIONS**

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



## **CONTRACT DOCUMENTS**

### **List of Documents**

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

### **Conflict and Precedence**

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders

DRAFT



## **GENERAL CONDITIONS**

### **1. COMMENCEMENT OF WORK**

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

### **2. PROFESSIONAL STANDARDS**

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

### **3. CHANGES AND EXTRA WORK**

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

### **4. PERSONNEL**

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the 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.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, 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.

9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY





The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

#### 14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

#### 15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

## 16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

## 17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

## 18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

## 19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.



24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

**CITY:**  
ADMINISTRATOR  
AUGUSTA, GEORGIA  
535 Telfair St., Suite 910  
Augusta, GA 30911

**CONSULTANT:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Copy to:**  
DIRECTOR  
AUGUSTA UTILITIES DEPARTMENT  
452 Walker Street; Suite 200  
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



#### 34. ACKNOWLEDGEMENT

"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 Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia 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 Augusta, Georgia's Charter and Code, Augusta, Georgia 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 Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

**[SIGNATURES ON FOLLOWING PAGE]**





IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

**CITY:**

**AUGUSTA, GEORGIA (CITY)**

BY: \_\_\_\_\_

PRINTED NAME: Hardie Davis, Jr.

AS ITS: MAYOR

**CONSULTANT:**

\_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AS ITS: Principal

**ATTEST CLERK:**

\_\_\_\_\_

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AS ITS: Principal

DATE: \_\_\_\_\_

Copy To:

**DIRECTOR**  
**AUGUSTA UTILITIES DEPARTMENT**  
452 Walker Street, Suite 200  
Augusta, GA 30901



## **CONSULTANT'S RESPONSIBILITIES**

CONSULTANT, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

### **PROJECT UNDERSTANDING**

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

### **REVIEW OF WORK**

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

## **CONSULTANT'S INSURANCE**

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.



## **CITY'S RESPONSIBILITIES**

### **CITY-FURNISHED DATA**

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

### **RIGHT TO ENTER**

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

### **ADVERTISEMENTS, PERMITS, AND ACCESS**

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

### **TIMELY REVIEW**

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

### **PROMPT NOTICE**

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

### **CITY'S INSURANCE**

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

### **LITIGATION ASSISTANCE**

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



**ATTACHMENT A - SCOPE OF SERVICES**

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## ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



**ATTACHMENT C - LISTING OF KEY PERSONNEL**

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

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## ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

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## CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (**CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item**).

### Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

### Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
  - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
  - Soil type(s)
  - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
  - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
  - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

### Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

**Upon completion of design:**

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/ specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
  - Attend project meetings as scheduled by the CITY
  - Recommend design changes as field conflicts arise (site visits may be required)
  - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
  - Provide clarification of plans and specifications throughout construction
  - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

**AUGUSTA UTILITIES DEPARTMENT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: DIRECTOR

DATE: \_\_\_\_\_

**CONSULTANT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Principal

DATE: \_\_\_\_\_



#### **ADDITIONAL SERVICES:**

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

#### **NOTE:**

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



## BEST AND FINAL FEE PROPOSAL

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## EXHIBIT I

### FEE PROPOSAL

| Item   | Estimated Quantity | Units    | \$/Unit      | Totals    |
|--|--------------------|----------|--------------|-----------|
| <b>Scope of Services</b>                           |                    |          |              |           |
| Concurrence Plan                                   | 1                  | Lump Sum | \$38,000/LS  | \$38,000  |
| Service Line Inventory via Predictive Modeling     | 1                  | Lump Sum | \$175,000/LS | \$175,000 |
| Field Inspections with photo annotations and index | 1,000              | Each     | \$67/each    | \$67,000  |
| <b>Total</b>                                       |                    |          |              | \$280,000 |

**NOTES:**

- 1) All unit prices and sums must include all costs associated with work described in the FEE PROPOSAL
- 2) The estimated quantities provided in the RFP represent Augusta's best effort to identify the amount of work to be performed. These quantities may vary up or down during the course of this agreement. Monthly billings will be for the actual work during that month at the rates provided above.
- 3) Unit prices provided are firm for the duration of the project.

**BID SUBMITTED BY:**

**NAME:** Jonathan Henderson, PE

**COMPANY:** HDR Engineering, Inc.

**ADDRESS:** 555 Fayetteville Street, Suite 900

**CITY/STATE:** Raleigh, NC 27601

**TELEPHONE:** (919) 232-6617

**FAX:** (919) 232-6642 **EMAIL:** jonathan.henderson@hdrinc.com

**SIGNATURE:** 

**Fee Proposal shall be submitted in a separate sealed envelope**  
**with the following information on the outside of it:**

**RFP 24-150 – Lead and Copper Rule Revision Water Service Line Inventory Development - Fee Proposal**



## Fee Proposal

As requested on the Fee Proposal Form included with Augusta Utilities Department's (AUD's) RFP 24-150 Lead and Copper Rule Revision Water Service Line Inventory Development, HDR is pleased to provide our fee proposal on the previous page using the required form. In addition, we have provided labor classifications and billing rates for the staff that will perform the requested scope of services.

| Labor Classification/Title   | Hourly Rate |
|--|-------------|
| Principal Project Manager, Principal Technologist, Principal-in-Charge | \$275       |
| Senior Project Manager, Senior Technical Consultant                    | \$240       |
| Senior Engineer, Senior Scientist                                      | \$195       |
| Project Manager  | \$160       |
| Project Engineer, Project Scientist, Senior GIS Analyst                | \$150       |
| Associate Engineer, Staff Scientist, GIS Analyst                       | \$135       |
| Staff Engineer, Staff Scientist  | \$115       |
| Office Support, Administrative Assistant, Accounting                   | \$100       |

## Level of Effort and Fee Proposal Assumptions

To provide the most accurate estimate for the requested service service line development support services, extensive thought and consideration haveq been given to HDR's approach to delivering the scope of services requested in Section II Scope of Services of AUD's Request for Proposals. Leveraging the experience of our project team members working with AUD and our vast experience with Lead and Copper Rule Revision (LCRR) compliance activities, we have developed our level of effort and associated cost proposal in alignment with the proposed scope of services.

During the fee proposal development process, various assumptions were made to provide a complete fee proposal while still adhering to the scope of services. It is our intention to be completed transparent regarding the development of our level of effort and fee proposal to further demonstrate our commitment to fostering a partnership with AUD. Therefore, the assumptions made during the development of our fee proposal are summarized below, and we welcome the opportunity to discuss our assumptions and clarify any questions that may arise during AUD's review of our proposal.

- We have assumed a project duration of 9 months. We anticipate the Notice to Proceed being issued in March 2024 with the bulk of the work completed by August 2024, with an additional two months in the schedule to assist AUD with any GA EPD coordination or data management cleanup following the inventory submission.
- We have included a \$100,000 direct cost for the use of BlueConduit as our predictive modeling subconsultant. This breaks down to \$30,000 in Professional Services for their staff add \$70,000 for the BlueConduit predictive modeling tool.
- It is assumed that there will be a kickoff meeting and two (2) interim progress workshops, which will be attended by the Principal-in-Charge, Project Manager, and Staff Engineer with BlueConduit team members participating virtually. These workshops will take place in person at AUD's main office.
- We have assumed that the field verifications will be done in 3 batches, with each batch requiring one week (40 hours) of two staff engineers. Two staff members were identified as necessary for safety purposes when conducting field work in the public right of way. It is assumed that each batch of field verifications will verify between 100 to 350 locations.
- It is assumed that after completing these field verifications, the percent confidence of the results in the inventory will be such that GA EPD will allow for the inventory to designate a service line's material. This assumes that both GA EPD adopts the Concurrence Plan provided in Task 1 and that the percent confidence is in the range accepted by other states.

James G Swift & Assoc.  
1206 Interstate Parkway  
Augusta, GA 30909

Jacobs  
10 Tenth Street, Suite 1400  
Atlanta, GA 30309

Johnson Laschober  
1296 Broad Street  
Augusta, GA 30901

Moreland Altobelli Assoc.  
2211 Beaver Ruin Rd., Suite 190  
Norcross, GA 30071

Benesh  
1005 Broad Street, Suite 200  
Augusta, GA 30901

WK Dickson & Co.  
1450 Greene St., Suite 505C  
Augusta, GA 30901

Cranston, LLC  
452 Ellis Street  
Augusta, GA 30901

Woolpert  
375 Northridge Rd., Suite 300  
Atlanta, GA 30350

Dewberry  
551 Piney Forest Rd  
Danville, VA 24540

McKim & Creed  
5000 Peachtree Industrial Blvd.  
Suite 155  
Norcross, GA 30071

Brown & Caldwell  
900 Hammond Dr. Suite 400  
Atlanta, GA 30328

Hazen and Sawyer  
1300 Altmore Ave., Suite 520  
Atlanta, GA 30342

Integrated Circles Tech  
270 Peachtree St NW  
Suite 270  
Atlanta, GA 30303

EMC Engineering  
27 Chatham Center South, Suite A  
Savannah, GA 31405

Ardurra  
973 Broad Street, Suite A  
Augusta, GA 30901

MWH  
230 Peachtree St. NW  
Suite 470  
Atlanta, GA 30303

Stevenson & Palmer  
723 Industrial Park Dr., Suite 2  
Evans, GA 30809

Pond and Company  
2743 Perimeter Parkway  
Building 100, Suite 103  
Augusta, GA 30909

Rindt-McDuff Associates  
334 Cherokee St. NE  
Marietta, GA 30060

Christopher Booker & Assoc.  
670 Broad Street  
Augusta, GA 30901

Goodwyn, Mills, & Cawood  
801 Broad Street, Suite 900  
Augusta, GA 30901

Black & Veatch  
1411 Gervais Street, Suite 125  
Columbia, SC 29201

HDR, Inc.  
1100 Peachtree Street, NE  
Suite 400  
Atlanta, GA 30309

PCI Performance Contracting Inc  
Steven Lacy  
7914 Unity Church Rd  
Denver, NC 28037

24-150

Office: 704-489-2953  
Steven.Lacy@pcg.com

Mobile: 865-740-7663  
Fax: 704-489-2957

7914 Unity Church Rd  
Denver, NC 28037

PerformanceContracting.com

WORLD-CLASS CONSTRUCTION®



Steven Lacy  
Project Manager

**Tywanna Scott**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Tuesday, January 16, 2024 12:37 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2024-000000029

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number: PE-72155-NONST-2024-000000029**

**Event Title: 24-150 Lead and Copper Rule Revision Water Service Line Inventory Development**

**Event Type: Non-State Agency**

| Process Log   |
|---|
| 2024/01/16 12:34:44 : Log starts for - 6686179 - EVENT_RELEASE_TO_SUPL                |
| 2024/01/16 12:34:48 : Email Process Log for the Event#: PE-72155-NONST-2024-000000029 |
| 2024/01/16 12:34:48 : Email Batch# 2401164769   |
| 2024/01/16 12:34:48 : Notification Type: EVENT_RELEASE_TO_SUPL                        |
| 2024/01/16 12:36:39 : Total No of Contacts found for sending Email: 324               |
| 2024/01/16 12:36:39 : No of Email(s) not sent due to Bad Email Address: 0             |

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2024-000000029&sourceSystemType=gpr20>

01/16/2024 12:36:39 PM

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

Planholders

Add Supplier

Export To Excel

Supplier (5)

| Supplier                         | Download Date |
|----------------------------------|---------------|
| ConstructConnect                 | 01/24/2024    |
| Dodge Data                       | 01/16/2024    |
| GAINES CONSTRUCTION COMPANY LLC  | 01/24/2024    |
| Onvia, Inc. - Content Department | 01/16/2024    |
| Reconn                           | 01/26/2024    |

Add Supplier

Supplier Details

|               |   |
|---------------|---|
| Supplier Name | ConstructConnect                                |
| Contact Name  | ConstructConnect Bid Opportunities              |
| Address       | 3825 Edwards Rd Suite 800, Cincinnati, OH 45209 |
| Email         | content@constructconnect.com                    |
| Phone Number  | 877-227-1680                                    |

Documents

| Filename    | Type                          | Action          |
|-------------|-------------------------------|-----------------|
| 24-150_RFP  | Bid Document / Specifications | View<br>History |
| 24-150_ADD1 | Addendum                      | View<br>History |

## **FYI: Process Regarding Request for Proposals**

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

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

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

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

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

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

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

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

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

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



provide the services required;

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

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

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



## Commission Meeting

March 19, 2024

Wrightsboro Road Reconstruction and Pedestrian Improvements

(Marks Church Road to Highland Ave.)

Bid #23-238

File Reference: 24 – 014(A)

|                               |  |                    |                |                               |                |                            |                |
|-------------------------------|--|--------------------|----------------|-------------------------------|----------------|----------------------------|----------------|
| <b>Department:</b>            | Engineering & Environmental Services   |                    |                |                               |                |                            |                |
| <b>Presenter:</b>             | Dr. Hameed Malik, Director   |                    |                |                               |                |                            |                |
| <b>Caption:</b>               | Motion to <b>approve</b> award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks Church Rd to Highland Ave.), subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-238 ( <b>Approved by Engineering Services Committee March 12, 2024</b> ) |                    |                |                               |                |                            |                |
| <b>Background:</b>            | Wrightsboro Road Reconstruction & Pedestrian Improvements project is an approved SPLOST project. The improvements consist of improving roadway safety by reconstructing & paving road travel lanes, reconstructing targeted curb and gutter, sidewalks and improving the storm water system. The project will improve roadway safety.  |                    |                |                               |                |                            |                |
| <b>Analysis:</b>              | Bids were received on January 16, 2024 and were evaluated based on criteria outlined in the Bid document. Reeves Construction being the low responsible Bidder. Following contractors submitted proposal. <table> <tr> <td>1. JHC Corporation</td><td>\$9,590,401.50</td></tr> <tr> <td>2. E R Snell Contractor, Inc.</td><td>\$7,457,640.10</td></tr> <tr> <td>3. Reeves Construction Co.</td><td>\$6,751,823.05</td></tr> </table>               | 1. JHC Corporation | \$9,590,401.50 | 2. E R Snell Contractor, Inc. | \$7,457,640.10 | 3. Reeves Construction Co. | \$6,751,823.05 |
| 1. JHC Corporation            | \$9,590,401.50   |                    |                |                               |                |                            |                |
| 2. E R Snell Contractor, Inc. | \$7,457,640.10   |                    |                |                               |                |                            |                |
| 3. Reeves Construction Co.    | \$6,751,823.05   |                    |                |                               |                |                            |                |
| <b>Financial Impact:</b>      | Funds are available in amount of \$6,751,823.05 as follow.<br>Project SPLOST 7: \$4,606,223.00 &<br>Project SPLOST Recaptured Allocation: \$\$2,145,600.05   |                    |                |                               |                |                            |                |
| <b>Alternatives:</b>          | Do not approve and find alternative to complete roadway improvements.  |                    |                |                               |                |                            |                |
| <b>Recommendation:</b>        | Approve award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of \$6,751,823.05 for Wrightsboro Road reconstruction & pedestrian Improvements Project (Marks  |                    |                |                               |                |                            |                |

Church Rd to Highland Ave.), subject to receipt of signed contract, pro  
bonds and other contract relevant documents. AE / Bid #23-238

**Funds are available in** (\$6,751,823.05) \$4,606,223.00 - 329-041110-54.14110 / 216829304-  
**the following accounts:** 54.14110 SPLOST 7

\$2,145,600.05 – 328-041110-54.14110 - Project SPLOST 6 Recaptured  
Funds

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

HM/SR

## Invitation to Bid

Item 15.

Sealed bids will be received at this office until Wednesday, **December 20, 2023 @ 3:00 p.m.** via ZOOM Meeting ID: **816 0632 8148**; Passcode: **711218** furnishing:

**Bid Item #23-238**

**Wrightsboro Road Improvements Phase I for Augusta, GA – Augusta Engineering and Environmental Services Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422). Plans and specifications for the project shall be obtained by all prime, subcontractors and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable is \$375.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online ([www.augustablue.com](http://www.augustablue.com)) at no charge through Augusta Blueprint (706 722-6488) beginning **Thursday, November 9, 2023**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project.

**Pre-Bid Conference will be held on Monday, December 4, 2023 @ 3:00 p.m. Via Zoom Meeting ID: 815 7262 1117; Passcode: 479368.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, December 5, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

No bid may be withdrawn for a period of **ninety (90)** days after Bids have been opened, pending the execution of contract with the successful vendor. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle      November 9, 16, 23, 30, 2023  
Metro Courier      November 9, 2023

Revised: 2/19/2016



**Bid Opening: Bid Item #23-238 Wrightsboro Road Reconstruction and Pedestrian Improvements  
(Marks Church Rd to Highland Ave.) Phase I for Augusta, GA – Augusta Engineering and  
Environmental Services Department  
Bid Date: Tuesday, January 16, 2024 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out: 18  
Total Number Specifications Download (Demandstar): 6  
Total Electronic Notifications (Demandstar): 429  
Georgia Procurement Registry:  
Pre-Proposal Conference Attendees: N/A  
Total Packages Submitted: 3  
Total Noncompliant: 0**

| <b>Vendors</b>   | <b>Attachment<br/>"B"</b> | <b>Addendum<br/>1 &amp; 2</b> | <b>E-Verify<br/>Number</b> | <b>SAVE<br/>Form</b> | <b>Bid Bond</b> | <b>Bid Total</b>      | <b>Compliance<br/>Review 6% Goal</b> |
|--|---------------------------|-------------------------------|----------------------------|----------------------|-----------------|-----------------------|--------------------------------------|
| <b>E.R. Snell Contractor Inc.<br/>1785 Oak Road<br/>Snellville, GA 30078</b>       | <b>Yes</b>                | <b>Yes</b>                    | <b>22114</b>               | <b>Yes</b>           | <b>Yes</b>      | <b>\$7,457,640.10</b> | <b>YES</b>                           |
| <b>JHC Corporation<br/>15 Fresh Bru Dr<br/>Newnan, GA 30263</b>                    | <b>Yes</b>                | <b>Yes</b>                    | <b>413897</b>              | <b>Yes</b>           | <b>Yes</b>      | <b>\$9,590,401.50</b> | <b>YES</b>                           |
| <b>Reeves Construction Company<br/>1 APAC Industrial Way<br/>Augusta, GA 30907</b> | <b>Yes</b>                | <b>Yes</b>                    | <b>667047</b>              | <b>Yes</b>           | <b>Yes</b>      | <b>\$6,751,823.05</b> | <b>YES</b>                           |

**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** January 18, 2024

**Subject:** Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements  
(Marks Church Rd. to Highland Ave. Project)

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **Reeves Construction Company** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements (Marks Church Rd. to Highland Ave. Project for Augusta, Georgia, is **6%**. The bidder/offeror has committed to a minimum of **6%** and did submit the required forms and is responsive and has satisfied good faith efforts.

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.



**Compliance Department****Phyllis Johnson**  
**Compliance Director****MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** January 18, 2024

**Subject:** Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements  
(Marks Church Rd. to Highland Ave. Project)

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **E.R. Snell Contractor, Inc.** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements (Marks Church Rd. to Highland Ave. Project for Augusta, Georgia, is 6%. The bidder/offeror has committed to a minimum of **2.51%** and did submit the required forms and is responsive and has satisfied good faith efforts.

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.

Should you have questions, please contact me at (706) 826-1325.

**Compliance Department**

**Phyllis Johnson**  
**Compliance Director**

**MEMORANDUM**

**To:** Dr. Hameed Malik, Director, Engineering Department  
Geri Sams, Director, Procurement Department

**From:** Phyllis Johnson, Director, Compliance Department *Phyllis*

**Date:** January 18, 2024

**Subject:** Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements  
(Marks Church Rd. to Highland Ave. Project)

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, **JHC Corporation** Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for Bid Item # 23-238 – Wrightsboro Rd. Reconstruction & Pedestrian Improvements (Marks Church Rd. to Highland Ave. Project for Augusta, Georgia, is **6%**. The bidder/offeror has committed to a minimum of **6%** and did submit the required forms and is responsive and has satisfied good faith efforts.

**Note: The bidder/offeror provided sufficient documentation to support the GFE. The firm has satisfied and met the burden of proof of its GFE.**

**The bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the Compliance Department will monitor the Contractor on a monthly basis to ensure that they meet or exceed their committed goal for this project.


Should you have questions, please contact me at (706) 826-1325.

**ENGINEERING & ENVIR. SVCS. DEPARTMENT**

Hameed Malik, Ph.D., P.E., Director

**MEMORANDUM**

**TO:** Ms. Geri Sams, Director - Procurement

**FROM:**  Hameed Malik, Ph.D., PE, Director- Engineering & Environmental Services

**DATE:** Monday, February 5, 2024

**SUBJECT:** Wrightsboro Road Reconstruction and Pedestrian Improvements  
(Marks Church Rd. to Highland Ave.)  
for Augusta, GA -Engineering & Environmental Department  
Bid: 23-238  
File Reference: 24-014(A)

It is recommendation of Augusta Engineering to award Bid 23-238 (Wrightsboro Rd (Marks Church to Highland) Improvements) project to the lowest qualified bidder, Reeves Construction Company (Reeve), subject to value engineering (VE) during construction. Accordingly Augusta Engineering will prepare bid contract award agenda item for Augusta Commission approval. Contract award will be contingent upon Reeve submitting all required documents such as bid bonds, insurance documents.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

*Thank you.*

/hm

cc: Darrell White & Nancy Williams, Procurement Department  
Compliance Department  
June Hamal, AE Associate Director-Construction & Program Delivery  
Program File

**AUGUSTA ENGINEERING DEPARTMENT**  
**WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I**  
**(MARKS CHURCH RD TO HIGHLAND AVE)**

**SECTION 3: BID PROPOSAL**

Date: 1/16/2024

Gentlemen:

In compliance with your invitation for bids dated Nov. 9, 202<sup>3</sup>, the undersigned hereby proposed to furnish all labor, equipment, and materials, and to perform all work for the installation of roadway improvements, and appurtenances referred to herein as:

**WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I**  
**(MARKS CHURCH RD TO HIGHLAND AVE)**

In strict accordance with the Contract Documents and in consideration of the amounts shown on the Bid Schedule attached hereto and totaling:

Six Million Seven Hundred Fifty One Thousand Eight Hundred **DOLLARS**  
Twenty Three Dollars Five Cents  
 (\$ \$6,751,823.05 )

The undersigned hereby agrees that, upon written acceptance of this bid, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the bond or guarantees required by the Contract Documents.

The undersigned hereby agrees that, if awarded the contract, he will commence the work within 10 calendar days after the date of written notice to proceed, and that he will complete all work within 365 calendar days.

The undersigned acknowledges receipt of the following addenda:

**Addendum Number:**

**Addendum Date:**

1

12/7/2023

2

1/8/2024

Respectfully submitted:

Reeves Construction Company

**(Name of the Firm)**

1 APAC Industrial Way  
Augusta, GA 30907

**(Business Address)**

By: 

Title: Assistant Secretary

**AUGUSTA ENGINEERING DEPARTMENT**  
**WRIGHTSBORO RD RECONSTRUCTION AND PEDESTRIAN IMPROVEMENTS PH. I**  
**(MARKS CHURCH RD TO HIGHLAND AVE)**

**Bid Proposal:**

| ITEM NO.       | DESCRIPTION  | UNIT | QTY   | UNIT COST      | TOTAL          |
|----------------|--|------|-------|----------------|----------------|
| <b>ROADWAY</b> |  |      |       |                |                |
| 000-1000       | Force Account  | LS   | 1     | \$450,000      | \$450,000      |
| 150-1000       | TRAFFIC CONTROL -  | LS   | 1     | \$550,200.00   | \$550,200.00   |
| 210-0100       | GRADING COMPLETE -   | LS   | 1     | \$1,026,300.00 | \$1,026,300.00 |
| 310-1101       | GR AGGR BASE CRS, INCL MATL  | TN   | 100   | \$60.00        | \$6,000.00     |
| 402-1801       | RECYCLED ASPH CONC PATCHING, INCL BITUM MATL   | TN   | 1665  | \$125.00       | \$208,125.00   |
| 402-1812       | RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME                                      | TN   | 200   | \$125.00       | \$25,000.00    |
| 402-4510       | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL & H LIME | TN   | 6319  | \$115.00       | \$726,685.00   |
| 402-3190       | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME                    | TN   | 10512 | \$109.00       | \$1,145,808.00 |
| 413-0750       | TACK COAT  | GL   | 9182  | \$3.75         | \$34,432.50    |
| 432-0216       | MILL ASPH CONC PVMT, 4 IN DEPTH  | SY   | 76447 | \$4.20         | \$321,077.40   |
| 441-0104       | CONC SIDEWALK, 4 IN  | SY   | 250   | \$55.00        | \$13,750.00    |
| 441-0108       | CONC SIDEWALK, 8 IN  | SY   | 459   | \$80.00        | \$36,720.00    |
| 441-0748       | CONCRETE MEDIAN, 6 IN  | SY   | 53    | \$67.00        | \$3,551.00     |
| 441-6222       | CONC CURB & GUTTER, 8 IN X 30 IN, TP 2   | LF   | 876   | \$45.00        | \$39,420.00    |
| 500-9999       | CLASS B CONC, BASE OR PVMT WIDENING  | CY   | 39    | \$520.00       | \$20,280.00    |
| 611-3000       | RECONSTR CATCH BASIN, GROUP 1  | EA   | 3     | \$8,500.00     | \$25,500.00    |
| 611-3010       | RECONSTR DROP INLET, GROUP 1   | EA   | 1     | \$8,000.00     | \$8,000.00     |
| 611-3030       | RECONSTR STORM SEW MANHOLE, TYPE 1   | EA   | 1     | \$8,000.00     | \$8,000.00     |
| 611-8000       | ADJUST CATCH BASIN TO GRADE  | EA   | 3     | \$8,500.00     | \$25,500.00    |
| 611-8040       | ADJUST DROP INLET TO GRADE   | EA   | 1     | \$8,000.00     | \$8,000.00     |
| 611-8050       | ADJUST MANHOLE TO GRADE  | EA   | 7     | \$7,250.00     | \$50,750.00    |



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|                                  |   |    |      |             |                |
|----------------------------------|---|----|------|-------------|----------------|
| 632-0003                         | CHANGEABLE MESSAGE SIGN,<br>PORTABLE, TYPE 3                  | EA | 4    | \$15,000.00 | \$60,000.00    |
| <b>SUB TOTAL</b>                 |   |    |      |             | \$4,793,098.90 |
| <b>EROSION CONTROL</b>           |   |    |      |             |                |
| 700-6910                         | PERMANENT GRASSING  | AC | 1    | \$1,200.00  | \$1,200.00     |
| 700-7000                         | AGRICULTURAL LIME   | TN | 3    | \$475.00    | \$1,425.00     |
| 700-8000                         | FERTILIZER MIXED GRADE  | TN | 2    | \$1,030.00  | \$2,060.00     |
| 700-8100                         | FERTILIZER NITROGEN CONTENT                                   | LB | 50   | \$7.50      | \$375.00       |
| 716-2000                         | EROSION CONTROL MATS, SLOPES                                  | SY | 200  | \$1.15      | \$230.00       |
| <b>SUB TOTAL</b>                 |   |    |      |             | \$5,290.00     |
| <b>TEMPORARY EROSION CONTROL</b> |   |    |      |             |                |
| 163-0232                         | TEMPORARY GRASSING  | AC | 1    | \$850.00    | \$850.00       |
| 163-0240                         | MULCH   | TN | 21   | \$400.00    | \$8,400.00     |
| 163-0301                         | CONSTRUCT & REMOVE<br>CONSTRUCTION EXITS                      | EA | 1    | \$1,975.00  | \$1,975.00     |
| 163-0550                         | CONSTRUCT AND REMOVE INLET<br>SEDIMENT TRAP                   | EA | 106  | \$175.00    | \$18,550.00    |
| 165-0010                         | MAINTENANCE OF TEMPORARY SILT<br>FENCE, TP A                  | LF | 450  | \$0.30      | \$135.00       |
| 165-0101                         | MAINTENANCE OF CONSTRUCTION<br>EXIT                           | EA | 1    | \$750.00    | \$750.00       |
| 165-0105                         | MAINTENANCE OF INLET SEDIMENT<br>TRAP                         | EA | 106  | \$200.00    | \$21,200.00    |
| 165-0310                         | MAINTENANCE OF CONSTRUCTION<br>EXIT TIRE WASH AREA (PER EACH) | EA | 1    | \$200.00    | \$200.00       |
| 171-0010                         | TEMPORARY SILT FENCE, TYPE A                                  | LF | 900  | \$2.75      | \$2,475.00     |
| <b>SUB TOTAL</b>                 |   |    |      |             | \$54,535.00    |
| <b>SIGNING AND MARKING</b>       |   |    |      |             |                |
| 611-5551                         | RESET SIGN  | EA | 3    | \$2,000.00  | \$6,000.00     |
| 636-1033                         | HIGHWAY SIGNS, TP 1 MATL, REFL<br>SHEETING, TP 9              | SF | 12.5 | \$37.50     | \$468.75       |
| 636-2070                         | GALV STEEL POSTS, TP 7  | LF | 26   | \$21.00     | \$546.00       |
| 653-0120                         | THERMOPLASTIC PVMT MARKING,<br>ARROW, TP 2                    | EA | 99   | \$92.00     | \$9,108.00     |
| 653-0130                         | THERMOPLASTIC PVMT MARKING,<br>ARROW, TP 3                    | EA | 2    | \$155.00    | \$310.00       |

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|                  |   |     |       |              |              |
|------------------|---|-----|-------|--------------|--------------|
| 653-0210         | THERMOPLASTIC PVMT MARKING, WORD, TP 1  | EA  | 1     | \$210.00     | \$210.00     |
| 653-1501         | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE  | LF  | 20165 | \$0.40       | \$8,066.00   |
| 653-1502         | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW   | LF  | 20467 | \$0.40       | \$8,186.80   |
| 653-1704         | THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE   | LF  | 575   | \$9.75       | \$5,606.25   |
| 653-1804         | THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE  | LF  | 4592  | \$2.10       | \$9,643.20   |
| 653-3501         | THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE   | GLF | 19358 | \$0.35       | \$6,775.30   |
| 653-3502         | THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, YELLOW  | GLF | 15576 | \$0.35       | \$5,451.60   |
| 653-6004         | THERMOPLASTIC TRAF STRIPING, WHITE  | SY  | 243   | \$5.25       | \$1,275.75   |
| 653-6006         | THERMOPLASTIC TRAF STRIPING, YELLOW   | SY  | 110   | \$5.25       | \$577.50     |
| 654-1001         | RAISED PVMT MARKERS TP 1  | EA  | 902   | \$5.25       | \$4,735.50   |
| 654-1003         | RAISED PVMT MARKERS TP 3  | EA  | 618   | \$5.25       | \$3,244.50   |
| <b>SUB TOTAL</b> |   |     |       |              | \$70,205.15  |
| <b>SIGNALS</b>   |   |     |       |              |              |
| 647-1000         | TRAFFIC SIGNAL INSTALLATION NO -1   | EA  | 1     | \$175,000.00 | \$175,000.00 |
| 647-1000         | TRAFFIC SIGNAL INSTALLATION NO -2   | EA  | 1     | \$150,000.00 | \$150,000.00 |
| 647-1000         | TRAFFIC SIGNAL INSTALLATION NO -3   | EA  | 1     | \$120,000.00 | \$120,000.00 |
| 647-1000         | TRAFFIC SIGNAL INSTALLATION NO -4   | EA  | 1     | \$125,000.00 | \$125,000.00 |
| 647-1000         | TRAFFIC SIGNAL INSTALLATION NO -5   | EA  | 1     | \$180,000.00 | \$180,000.00 |
| 615-1100         | DIRECTIONAL BORE PIPE -   | LF  | 1204  | \$27.00      | \$32,508.00  |
| 682-6222         | CONDUIT, NONMETL, TP 2, 2 IN  | LF  | 5040  | \$17.00      | \$85,680.00  |
| 639-3014         | STEEL STRAIN POLE, TP IV - WITH ONE 35' MAST ARM (BLACK) AND ONE 55' MAST ARM (BLACK) | EA  | 1     | \$45,000.00  | \$45,000.00  |
| 639-3014         | STEEL STRAIN POLE, TP IV - WITH 65' MAST ARM (BLACK)                                  | EA  | 1     | \$50,000.00  | \$50,000.00  |
| 639-3014         | STEEL STRAIN POLE, TP IV - WITH 35' MAST ARM (BLACK)                                  | EA  | 3     | \$28,000.00  | \$84,000.00  |
| 639-3014         | STEEL STRAIN POLE, TP IV - WITH 40' MAST ARM (BLACK)                                  | EA  | 1     | \$32,000.00  | \$32,000.00  |
| 639-3014         | STEEL STRAIN POLE, TP IV - WITH 45' MAST ARM (BLACK)                                  | EA  | 2     | \$33,000.00  | \$66,000.00  |



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|                    |  |    |    |             |                |
|--------------------|--|----|----|-------------|----------------|
| 639-3014           | STEEL STRAIN POLE, TP IV - WITH 50' MAST ARM (BLACK)     | EA | 2  | \$36,000.00 | \$72,000.00    |
| 639-3014           | STEEL STRAIN POLE, TP IV – WITH 55' MAST ARM (BLACK)     | EA | 6  | \$38,000.00 | \$228,000.00   |
| 939-5010           | ELECTRICAL POWER SERVICE ASSEMBLY, AERIAL SERVICE POINT  | EA | 5  | \$7,000.00  | \$35,000.00    |
| 937-6050           | INTERSECTION VIDEO DETECTION SYSTEM ASSEMBLY, TYPE A     | EA | 5  | \$55,000.00 | \$275,000.00   |
| 937-6100           | OUTPUT EXPANSION MODULE, TYPE A                          | EA | 5  | \$8,000.00  | \$40,000.00    |
| 936-1010           | CCTV SYSTEM, TYPE H                                      | EA | 5  | \$5,500.00  | \$27,500.00    |
| 647-3000           | INTERNALLY ILLUMINATED STREET SIGN                       | EA | 21 | \$275.00    | \$5,775.00     |
| 647-3100           | INTERNALLY ILLUMINATED STREET NAME SIGN CONTROL ASSEMBLY | EA | 21 | \$11.00     | \$231.00       |
| <b>SUB TOTAL</b>   |  |    |    |             | \$1,828,694.00 |
| <b>GRAND TOTAL</b> |  |    |    |             | \$6,751,823.05 |

**GRAND TOTAL**

Six Million Seven Hundred Fifty One Thousand

\_\_\_\_\_ **DOLLARS**

Eight Hundred Twenty Three Dollars Five Cents

**\*GRADING COMPLETE:** *Shall include any work without a specific pay item such as:* removal and disposal of all miscellaneous roadway items, utility items, and drainage items ( i.e. demolition items). Additional items shall be included in the item of grading complete, unless otherwise established as separate contract items, including, but not limited to: removal/demolition of pavement, removal/demolition of concrete sidewalks and driveways / valley gutter, removal of curb and gutter, removal of abandoned drainage structures, removal of street signs, and any other miscellaneous removal items whether shown on the plans or not. The items of grading complete shall also include other miscellaneous items of construction not otherwise shown as a separate pay item such as fine grading, general clearing, cut and fill, constructing shoulder and subgrade, finish grading, construction layout, the hauling and disposal of undesirable or surplus materials, removing and/or resetting mailboxes, removing and/or resetting gates and fences, removing and/or resetting irrigation sprinkler heads, bonds and insurance etc. Remove/reconnect water services, reconnect sanitary services, remove/reset signs (type varies), remove/reset water sprinkler systems(complete), remove/reset water valves(size varies), remove/reset yard lamps (type varies) shall be included in grading complete where no separate bid item is established.

**\*\*LS (LUMP SUM)** – For all Lump Sum items, attach itemized break of lump sum amount on separate sheet



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Sarah Murtha all of the city of Hartford, state of CT its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Reeves Construction Company

Obligee Name: Augusta/Richmond County Commission

Surety Bond Number: Bid Bond

Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of December, 2023.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 1st day of December, 2023, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1128044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of December, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



## LIBERTY MUTUAL INSURANCE COMPANY

## Financial Statement – December 31, 2022

| Assets  |                                | Liabilities                                  |                                |
|---|--------------------------------|--|--------------------------------|
| Cash and Bank Deposits .....                  | \$3,908,755,039                | Unearned Premiums.....                       | \$10,133,358,204               |
| *Bonds — U.S Government .....                 | 3,451,999,931                  | Reserve for Claims and Claims Expense .....  | 27,953,643,316                 |
| *Other Bonds .....                            | 18,862,255,155                 | Funds Held Under Reinsurance Treaties .....  | 368,610,620                    |
| *Stocks .....                                 | 19,372,953,698                 | Reserve for Dividends to Policyholders ..... | 1,379,296                      |
| Real Estate .....                             | 190,092,373                    | Additional Statutory Reserve.....            | 197,278,000                    |
| Agents' Balances or Uncollected Premiums..... | 7,929,876,358                  | Reserve for Commissions, Taxes and           |                                |
| Accrued Interest and Rents.....               | 166,740,412                    | Other Liabilities.....                       | 9,206,000,954                  |
|   |                                | <b>Total.....</b>                            | <b>\$47,860,270,390</b>        |
| Other Admitted Assets .....                   | 15,968,062,977                 | Special Surplus Funds .....                  | \$195,696,103                  |
| <b>Total Admitted Assets .....</b>            | <b><u>\$69,850,735,943</u></b> | Capital Stock .....                          | 10,000,075                     |
|   |                                | Paid in Surplus .....                        | 13,324,803,036                 |
|   |                                | Unassigned Surplus .....                     | 8,459,966,339                  |
|   |                                | <b>Surplus to Policyholders .....</b>        | <b>21,990,465,553</b>          |
|   |                                | <b>Total Liabilities and Surplus.....</b>    | <b><u>\$69,850,735,943</u></b> |



\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

*T. Mikolajewski*

Assistant Secretary

Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Department

Engineering & Environmental Services

Project Name:

Wrightsboro Road Reconstruction and Pedestrian Improvements

Project Description:

Entering into Construction Agreement with Reeves Construction for Value Engineering of Wrightsboro Road Reconstruction & Pedestrian Improvements (Marks Church Rd to Highland Ave). The improvements consist of improving roadway safety; BID 23-238

Start Date:

2024

Completion Date:

TBD

Project Phase

CST

- (Design or Construction)

total Project Budget (all Sources )

6,751,823

| Funding                                  |           |           |   |   |           |
|--|-----------|-----------|---|---|-----------|
| Source of Funds (SPLOST, TIA, LMIG, etc) | SPLOST 6  | SPLOST 7  |   |   | TOTAL     |
| 329041110-216829304                      |           | 4,606,223 |   |   | 4,606,223 |
| 328041110-TBD                            | 2,145,600 | -         |   |   | 2,145,600 |
|  |           | -         |   |   | -         |
|  |           | -         |   |   | -         |
|  |           | -         |   |   | -         |
|  |           | -         |   |   | -         |
| Total Funding                            | 2,145,600 | 4,606,223 | - | - | 6,751,823 |

| Expenditures |             |           |           |   |   |           |
|--------------|-------------|-----------|-----------|---|---|-----------|
| Description  | Object Code |           |           |   |   |           |
| Roads        | 54.14110    | 2,145,600 | 4,606,223 | - | - | 6,751,823 |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |
|              |             | -         | -         | - | - | -         |

Augusta Georgia  
Multiple Funding Sources  
Project Budgets

Item 15.

|  |  |           |           |   |   |           |
|--|--|-----------|-----------|---|---|-----------|
| Department                                   | Engineering & Environmental Services   |           |           |   |   |           |
| Project Name:                                | Wrightsboro Road Reconstruction and Pedestrian Improvements  |           |           |   |   |           |
| Project Description:                         | Entering into Construction Agreement with Reeves Construction for Value Engineering of Wrightsboro Road Reconstruction & Pedestrian Improvements (Marks Church Rd to Highland Ave). The improvements consist of improving roadway safety; BID 23-238 |           |           |   |   |           |
| Start Date:                                  | 2024   |           |           |   |   |           |
| Completion Date:                             | TBD  |           |           |   |   |           |
| Project Phase<br>- (Design or Construction)  | CST  |           |           |   |   |           |
| total Project Budget (all Sources )<br>TOTAL | 6,751,823  | 2,145,600 | 4,606,223 | - | - | 6,751,823 |
| Variance (shoud be -0-)                      |  | 0         | -         | - | - | 0         |

# Augusta Blueprint & Microfilm, Inc.

#23-238 Wrightsboro Road Reconstruction and Pedestrian Improvement (Marks Church Rd. to Highland  
for Augusta, GA - Augusta Engineering and Environmental Services Department

Planholders List

| Set # | Received By                 | Delivered | Shipped | Picked-Up<br>/Email | Address  |
|-------|-----------------------------|-----------|---------|---------------------|--|
| 1     | E.R. Snell Contractor, Inc. |           |         | X                   | 1785 oak Road<br>Snellville, Georgia 30078<br>kpollard@ersnell.com                     |
| 2     | Reeves Construction Company |           |         | X                   | 1 APAC Industrial Way<br>Augusta, Georgia 30907<br>ghamilton@reevescc.com              |
| 3     | JHC Corporation             |           |         |                     | 15 Fresh Bru Drive<br>Newnan, GA 30263<br>Melissa@jhccorporation.com                   |
| 4     | ConstructConnect            |           |         | X                   | 3825 Edwards Rd Suite 800<br>Cincinnati, OH 45209<br>grace.wilson@constructconnect.com |
| 5     |                             |           |         |                     |  |
| 6     |                             |           |         |                     |  |
| 7     |                             |           |         |                     |  |
| 8     |                             |           |         |                     |  |

**GRIFFIN CONTRACTING  
ATTN: TROY DAVIS  
122 PIPEMAKERS CIRCLE  
SUITE 207  
POOLER, GA 31322**

**ER SNELL CONTRACTOR  
1785 OAK ROAD  
SNELLVILLE, GA 30078**

**C&H PAVING  
204 MAIN STREET  
THOMSON, GA 30824**

**SUMMERS CONCRETE  
CONTRACTING, INC.  
5538 COPPAGE ROAD  
HAHIRA, GA 31632**

**ATC SITE CONSTRUCTION  
614 BRIGHAM ROAD  
NORTH AUGUSTA, SC 29841**

**BLAIR CONSTRUCTION  
PO BOX 770  
EVANS, GA 30809**

**C.W. MATTHEWS CONTRACTING  
1600 KENVIEW DRIVE  
MARIETTA, GA 30060**

**J & H GRADING & PAVING  
1579 EDGEFIELD HIGHWAY  
AIKEN, SC 29801**

**HORIZON CONSTRUCTION  
PO BOX 798  
EVANS, GA 30809**

**PAVEWAY OF AUGUSTA/AIKEN  
306 SILVER BLUFF RD.  
AIKEN, SC 29803**

**J&B CONSTRUCTION  
3550 GORDON HIGHWAY  
GROVETOWN GA 30813**

**BEAM'S CONTRACTING  
ATTN: DARRELL CAUDILL  
15030 ATOMIC ROAD  
BEECH ISLAND, SC 29842**

**GEARIG CIVIL WORKS  
322 GRIMAUDE BLVD.  
GROVETOWN, GA 30813**

**REEVES CONSTRUCTION  
ATTN: GREG HAMILTON  
1 APAC INDUSTRIAL WAY  
AUGUSTA, GA 30907**

**JHC CORPORATION  
15 FRESH BRU DRIVE  
NEWNAN, GA 30263**

**GARNTO SOUTHERN  
CONSTRUCTION, LLC  
ATTN: JASON GARNTO  
4811 CLARK DRIVE  
EVANS, GA 30809**

**REYNOLDS CONSTRUCTION  
300 E. BROAD STREET  
FAIRBURN, GA 30213**

**QUALITY PLUS SERVICES INC.  
2929 QUALITY DRIVE  
PETERBURG, VA 23805**

**Hameed Malik  
Engineering & Environmental  
Services**

**June Hamal  
Engineering & Environmental  
Services**

**Phyllis Johnson  
Compliance**



**Tywanna Scott**

---

**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, November 9, 2023 5:16 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2023-000000016

Dear Tywanna Scott,  
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

**Event Number:** PE-72155-NONST-2023-000000016  
**Event Title:** 23-238 Wrightsboro Road Reconstruction & Pedestrian Improvement  
**Event Type:** Non-State Agency

**Process Log**

2023/11/09 17:08:40 : Log starts for - 3648788 - EVENT\_RELEASE\_TO\_SUPL  
2023/11/09 17:08:44 : Email Process Log for the Event#: PE-72155-NONST-2023-000000016  
2023/11/09 17:08:44 : Email Batch# 2311092987  
2023/11/09 17:08:44 : Notification Type: EVENT\_RELEASE\_TO\_SUPL  
2023/11/09 17:09:54 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC  
2023/11/09 17:09:55 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC  
2023/11/09 17:12:55 : Bad Email not sent to eteague of AJAX BUILDING CORPORATION OF GEORGIA  
2023/11/09 17:15:56 : Total No of Contacts found for sending Email: 1209  
2023/11/09 17:15:56 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at: <https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2023-000000016&sourceSystemType=gpr20>

11/09/2023 05:15:56 PM

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

## Planholders

Add Supplier

Export To Excel

### Supplier (6)

Supplier 

Download Date

ConstructConnect

11/14/2023

Dodge Data

11/09/2023

Gosalia Concrete Constructors, Inc.

11/09/2023

MC Squared Inc

11/13/2023

Onvia, Inc. - Content Department

11/09/2023

Prominent Realty, LLC

11/10/2023

Add Supplier



## Commission Meeting

March 19, 2024

### Augusta Corporate Park Utility Extension Design

|   |   |
|---|---|
| <b>Department:</b>                                    | Utilities Department  |
| <b>Presenter:</b>                                     | Wes Byne, Director  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> proposal from Cranston Engineering Group, P.C. to provide additional engineering services to the sewer design for the Augusta Corporate Park Utility Extension. (CO2_22AUA011) ( <b>Approved by Engineering Services Committee March 12, 2024</b> )  |
| <b>Background:</b>                                    | Augusta Corporate Park infrastructure is being expanded for industrial development. As part of the expansion, the Utilities Department will construct new water and sanitary sewer mains. Due to unexpected increase for sewer capacity in the park, Cranston Engineering Group needs to modify the existing sewer plans. |
| <b>Analysis:</b>                                      | Cranston Engineering Group has provided a fee to perform these design services that was deemed to be fair and reasonable.   |
| <b>Financial Impact:</b>                              | Cranston Engineering submitted a proposal fee in the amount of \$34,940.00. Funds are available from the following account: 507043490-5212115 / 82100130-5212115  |
| <b>Alternatives:</b>                                  | AUD recommend approval for Cranston Engineering Group to perform the additional engineering services for the Augusta Corporate Park Utility Extension for the proposal fee of \$34,940.00.  |
| <b>Recommendation:</b>                                | AUD recommend approval for Cranston Engineering Group to perform the additional engineering services for the Augusta Corporate Park Utility Extension for the proposal fee of \$34,940.00.  |
| <b>Funds are available in the following accounts:</b> | Funds are available in 507043490-5212115 / 82100130-5212115   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

**UTILITIES DEPARTMENT**


Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

**MEMO**

**DATE:** February 29, 2024

**TO:** Geri Sams, Director, Procurement Department

**THROUGH:** Wes Byne, P.E., Director of Utilities 

**FROM:** Tate Horton, Construction Engineer

**SUBJECT:** Augusta Corporate Park Utility Extension Project  
Contract Amendment for Additional Design Services

The Augusta Utilities Department (AUD) is requesting approval of a contract amendment to the current Cranston Engineering Group Purchase Order (PO# 22AUA011) to perform additional design services required for the Augusta Corporate Park Utility Extension project. These additional services were prompted by the addition of a new industrial customer and refined wastewater discharge flows into the currently designed sewer system. The amendment request is for an additional fee of \$34,940.00.

AUD recommend approving the change order, so Cranston Engineering Group may proceed with the proposed scope of work.

cc: Chad Hendrix, P.E. 



# CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901  
PO Box 2546 Augusta, Georgia 30903  
706.722.1588

February 9, 2024

Mr. Tate Horton  
Augusta Utilities Department  
452 Walker Street, Suite 200  
Augusta, Georgia 30901

Re: Augusta Corporate Park  
Utility Improvements  
Cranston File No.: 2016-0092-05

Dear Mr. Horton:

In accordance with your request, we are pleased to offer the following proposal for professional services associated with design and contract document revisions for the proposed utility upgrades in the Augusta Corporate Park. We understand drawing and contract document revisions are required due to the addition of industries in the project area, specifically the Artemus and Blue Lagoon industrial developments.

Per our meeting on February 5, 2024, we understand the City of Augusta has authorized the bid advertisement for the currently approved drawings dated July 12, 2023. As time is of the essence, we anticipate that drawing and contract document revisions will be incorporated into the bid-set via addendum.

The task-based scope of work proposed below is consistent with AUD direction during our meeting on February 5, 2024.

## **SCOPE OF WORK**

### **TASK 1: DATA GATHERING AND SERVICE AREA VALIDATION**

- Cranston will compile and document our understanding of design flow rates and build-out timelines using information provided by AUD. We will prepare a schematic to illustrate the developments serviced by the proposed lift station.
- Cranston will evaluate the gravity sewer options for the potential development (i.e., Blue Lagoon) on the south side of the Highway 56 – Valencia Way intersection. We will generate a profile the proposed gravity main between the subject parcel and the receiving gravity manhole and review with AUD for review and confirmation of next steps.
- Cranston will meet with AUD to discuss the findings relating to service area, proposed design conditions, and build-out timelines. Following your approval,

Cranston will deliver an executive summary showing the design conditions and proposed service area.

#### **TASK 2: LIFT STATION & FORCE MAIN CALCULATIONS**

- We understand that AUD desires to utilize an existing cylindrical fiberglass wet well that is approximately 8-feet in diameter and 18-feet deep. We anticipate a duplex pump system and further understand that AUD has purchased one (1) pump configuration that could be used in this application if the pump's operating conditions meets the design requirements.
- Cranston will complete hydraulic calculations for force main design. Specific attention will be directed to the build-out timeline and operational concerns associated with low-flow rates during the early stages of service area build-out.
- Cranston will evaluate pump and force main configurations against a range of operating conditions as we understand the subject industries will be developed in phases.
- Cranston will meet with AUD to review the lift station and force main alternatives and will make a recommendation for the preferred option.

#### **TASK 3: CONSTRUCTION DRAWING & BID DOCUMENT UPDATES**

- Following hydraulic calculations, Cranston will update the current bid-set to reflect gravity service to the new industries, lift station and force main design updates, construction drawing refinement, and other final revisions as needed.
- Cranston will prepare an updated construction cost estimate.
- The current Davis-Bacon wage rates will be included in the contract documents per the Federal EDA requirements.
- Cranston will review the final documents with AUD and concurrently submit them through the City of Augusta plan review process, if necessary. Once reviewed, we will incorporate any comments and issue updated documents via addendum.

#### **TASK 4: PROJECT COORDINATION (AUD-AUGUSTA EDA-FEDERAL EDA)**

- Cranston will facilitate communications and meetings between AUD and AEDA as it relates to the design revisions, opinion of probable construction cost, Federal EDA grant, and other project elements.
- We will coordinate the proposed utility improvement design scope with other current design and construction projects in the Augusta Corporate Park.
- Coordination services are anticipated through the bid phase of the utility improvement project, save any extended delays.

Augusta Utilities Department  
February 8, 2024  
Page **3** of **3**

### **FEE PROPOSAL**

We propose to deliver the professional Civil and Landscape Architecture services as outlined below:

| <b>TASK</b>                 | <b>DESCRIPTION</b>  | <b>PROPOSED FEE</b> |
|-----------------------------|---|---------------------|
| <b>1</b>                    | Data Gathering & Service Area Validation ( <i>Lump Sum</i> )    | \$ 3,125            |
| <b>2</b>                    | Lift Station & Force Main Calculations ( <i>Lump Sum</i> )      | \$ 9,975            |
| <b>3</b>                    | Construction Drawing & Bid Document Updates ( <i>Lump Sum</i> ) | \$ 16,920           |
| <b>4</b>                    | Project Coordination (AUD-AEDA-Federal EDA) ( <i>Lump Sum</i> ) | \$ 4,920            |
| <b>Total Basic Services</b> |   | <b>\$ 34,940</b>    |

We will submit monthly invoices for work completed to date. Payment will be due within 30 days from the date on the invoice.

### **TIME OF COMPLETION**

Cranston understands that time is of the essence and will initiate design services prior to receipt of a purchase order based on your written direction. We anticipate delivery of the addenda by March 1, 2024, if directed to proceed in writing by February 12, 2024.

We appreciate the opportunity to prepare this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON LLC



Tom Dunaway, P.E., MBA

ACCEPTED:

**AUGUSTA UTILITIES DEPARTMENT**

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_





## Commission Meeting

March 19, 2024

### USGS Gaging Stations Datum Survey Project

|   |   |
|---|---|
| <b>Department:</b>                                    | Utilities Department  |
| <b>Presenter:</b>                                     | Wes Byne, Director  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> contract with Cranston Engineering to perform survey duties related to various USGS River Gaging Stations for \$66,620.00.<br><b>(Approved by Engineering Services Committee March 12, 2024)</b>   |
| <b>Background:</b>                                    | The purpose of this project is to make independent field surveys to establish benchmarks near each published United States Geologic Survey (USGS) River level gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam (NSBLD) and in the pool impounded by the dam. These benchmarks will serve to verify and/or correct elevation datums of the multiple primary USGS gaging stations within this area. |
| <b>Analysis:</b>                                      | Approval of this contract will allow the August Utilities Department to confirm the vertical datums of various USGS River Gaging Stations that impact the NSBLD Project.  |
| <b>Financial Impact:</b>                              | We have reviewed the proposal from Cranston Engineering and find it to be fair and reasonable. Funding in the amount of \$66,620.00 is available from accounts: G/L 507043490-5212115 - J/L 82400030-5212115.   |
| <b>Alternatives:</b>                                  | No alternatives are recommended.  |
| <b>Recommendation:</b>                                | Recommend approval of this contract with Kleinschmidt Associates for \$66,620.00.   |
| <b>Funds are available in the following accounts:</b> | Funds are available in account G/L 507043490-5212115 - J/L 82400030-5212115.  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



# CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901  
PO Box 2546 Augusta, Georgia 30903  
706.722.1588

December 22, 2023

Mr. Wes Byne  
Augusta Utilities Department  
452 Walker Street, Suite 200  
Augusta, Georgia 30901

RE: New Savannah Bluff Lock and Dam  
Updated Proposal for Datums Surveys  
USGS Gaging Station and Key  
Locations  
Cranston File No. 2019-0543(K)

Dear Mr. Byne:

In accordance with your request, we are pleased to offer the following updated proposal for conducting field surveys, analyses, and reporting to establish new benchmarks at key United States Geological Survey (USGS) gaging stations related to the Lock and Dam pool and at other key locations to be described in the paragraphs below.

## **PURPOSE**

The purpose of the USGS gage datum surveys is to make independent field surveys to establish benchmarks at each published USGS gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam and in the pool impounded by the dam. The benchmarks to be established can be readily used to verify and/or correct the elevation datums of the several primary USGS gaging stations, so that they are all related to the same elevation datum, namely the North American Vertical Datum of 1988 (NAVD 1988).

Note that the exact location and type of fixture where the elevation points are referenced at each station are not known at this time, because many are likely

located within locked enclosures. Nevertheless, comparisons using simple direct level surveys to the benchmarks to be established under this proposal may be readily made at such time as the official reference points become known and physical access permissions procured.

### **GENERAL SCOPE**

The scope of work proposed herein is generally based on the original scope contained in our previous proposal letter of October 22, 2022, enlarged to encompass the several specific tasks you have outlined during our recent scoping meeting and to add OPUS GPS processing as described in a paragraph below.

The scope is divided into five parts: first, conducting background research of published elevations, public records, and summarizing results; second, making field surveys for the four Principal USGS gaging stations that are used to measure the level of the pool and designating one temporary benchmark and one permanent benchmark monument at each site; third, making surveys to establish temporary benchmarks at the Secondary USGS gaging stations and other key locations at or near the pool; fourth, furnishing shop-made concrete monuments with integral caps; making near-simultaneous water level elevation surveys at each of the Principal USGS gaging stations during a period of steady flow conditions; and, sixth, furnishing a written report and GIS-compatible maps to document the findings. A seventh task is proposed to determine the elevations of the four Principal USGS gaging stations reference points and the "zero" of each gage, to be done at such time as access to the station enclosures can be gained.

### **METHODOLOGY**

**Establish temporary benchmarks** at immediate sites of all gaging station and selected secondary locations, using existing fixed identifiable features without installing any new objects nor defacing any facilities.

**Establish permanent benchmark monuments** located as close as possible to the principal gaging stations. These monuments are not to be located on federal lands, but on property owned by local government or on private property by permission. Use brass or bronze caps anchored in concrete monuments or in fixed structural elements.

**Survey direct levels** from published federal government First Order Survey benchmarks, employing digital leveling equipment to loop elevation surveys through new benchmarks and back to the original benchmark to check elevations against allowable error. Also, loop through previously established State benchmarks that have been officially checked and verified by OPUS GPS methodology. Loop through other established City benchmarks, if located convenient to the work sites, particularly those along the Augusta Levee and/or Augusta Canal. Employ Second

Order, Class 2 Precision for permanent and temporary benchmarks at the four Principal USGS Gaging Stations, and Third Order Precision for the temporary benchmarks at the Secondary USGS Gaging Stations and Key Locations. These orders specify general misclosure limits of 0.026 foot and 0.04 foot, respectively. Precision orders are defined in by National Geodetic Survey in *Control Leveling, Report 8*. (Available at [https://www.ngs.noaa.gov/PUBS\\_LIB/TRNOS73NGS8.pdf](https://www.ngs.noaa.gov/PUBS_LIB/TRNOS73NGS8.pdf)). In addition, vertical closures of measurements are to meet State of Georgia Rule 180-7-.04 Measurements—Vertical: "A circuit of levels between precise benchmarks or a circuit closed upon the initial benchmark shall not differ more than 0.02 foot multiplied by the square root of the number of miles in the circuit, and in no case to exceed 0.05 foot."

**Calculate datum shift** differences from NGVD 1929 (or mean sea level) and NAVD 1988 for each survey loop (or for each benchmark, if different).

**Obtain GPS and OPUS elevations using** Survey Grade GPS equipment observations on all temporary and permanent benchmarks. For obscured points, use offset points for observations and direct leveling and traverse surveys, if necessary, because of tree cover or other obstructions to clear views of satellite arrays in the celestial sphere. Compare resulting elevation values to elevations obtained from direct leveling and datum shifts calculations, to demonstrate the specified precision.

For six benchmark locations obtain longer duration GPS observations and employ OPUS processing methodology for at least six of them for additional precise checking of accuracy. This includes submitting the GPS observations to the National Geodetic Survey (NGS) Online Position User Service (OPUS) for precise solutions to the GPS positions and ties to the National Spatial Reference System. (Further information on OPUS available at <https://geodesy.noaa.gov/OPUS/about.jsp#about>) The six benchmarks are proposed to be locations 2, 3, 5, 6, 7, and 9 under Paragraph C below.

**Survey Simultaneous Water Elevations** by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

**Furnish Written Report of Findings**, including project management and quality reviews. The report will cover methodology, descriptions, maps, GIS layer map, and details, as further defined below. The report will be prepared and signed by land surveyors and engineers licensed to practice in both Georgia and South Carolina; Thomas H. Robertson, RLS, PE; John T. Attaway, RLS; and other similarly qualified Cranston staff professionals.

**Determine Gaging Station Reference Elevations** of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

## **SPECIFIC SCOPE**

### **A. RESEARCH OF PUBLIC RECORDS FOR USGS GAGING STATIONS AND EASEMENTS.**

**1 USGS Stations.** The identifying nomenclature obtained to date for each gaging station and key location is presented below. Further details from published sources as of 3/12/21 and 9/6/22 are summarized in Attachment A hereto. (Note the USGS pages at those times are endorsed "PROVISIONAL DATA SUBJECT TO REVISION". The current elevations, and perhaps other data, appear to be different.)

**2 Flowage Easements.** The elevations for flowage easements on the South Carolina properties from 1934 state specific elevations for the then-proposed pool, referenced ". . . the point of zero on the gauge located on this date at the 5th Street Bridge. . . ." (Note that these elevations seem to be at variance with the gauge data published historically by the USGS in their *Water-Supply Paper 1673*, 1964, p. 318.)

### **B. SURVEYS FOR PRINCIPAL GAGING STATIONS (SECOND ORDER PRECISION)**

The basic nomenclature obtained to date for each of the four principal stations in or adjacent to the Augusta pool is summarized below. Further details on information on each station as of 3/12/21 and 9/6/22 is included herewith as Attachment A.

#### **1 USGS GAGE 02197000 SAVANNAH RIVER AT AUGUSTA, GA**

Location: Downstream side of New Savannah Bluff Lock and Dam.

#### **2 USGS GAGE 02196999 SAVANNAH RV ABOVE NEW SAV. LOCK AND DAM.**

Location: Upstream side of New Savannah Bluff Lock and Dam. (Proposed OPUS Observation Location)

#### **3 USGS GAGE 02196670 SAVANNAH RIVER JEFFERSON DAVIS BR, AT AUGUSTA, GA**

Location: Staff gage at first pier of Fifth Street Bridge from Georgia. Recording gage formerly located at second pier, until recently. (Proposed OPUS Observation Location)

#### **4 RELOCATED "FIFTH STREET" GAGE.**

Location: On River Walk Bulkhead at Eighth Street. Further information is needed for this gage, as the USGS has been unresponsive to inquiries by telephone and email.

### **C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS (THIRD ORDER PRECISION)**

#### **5 AUGUSTA RAW WATER INTAKE PUMPING STATION**

Location: On Savannah Riverbank opposite 234 Pistol Range Road, off Sand Bar Ferry Road. (Proposed OPUS Observation Location)

Note: If desired by the City, a permanent benchmark will be established at this important site, at no additional cost to the City.

**6 NORTH AUGUSTA RAW WATER INTAKE**

Location: North Augusta, South Carolina (Proposed OPUS Observation Location)

**7 AUGUSTA CANAL RAW WATER PUMPING STATION**

Location: North bank of Augusta Canal a short distance upstream of the CSX railroad bridge over the canal. (Proposed OPUS Observation Location)

**8 USGS GAGE 02196485 AUGUSTA CANAL NR AUGUSTA, GA (UPPER)**

Location: South bank of the Augusta Canal a short distance downstream of the Canal Headgates.

**9 CITY OF AUGUSTA GAGE AT AUGUSTA CANAL DIVERSION DAM.**

Elevation on existing brass gaging station cap. Also, elevation of height-sensing equipment for impoundment above diversion dam. (Proposed OPUS Observation Location)

**10 STEVENS CREEK DAM.**

Location: Existing elevation benchmarks at the generating station on property of Dominion Energy, approximately one mile upstream of Augusta Canal Diversion Dam. Exact points to be determined, and site access, coordinated in consultation with Dominion Energy.

**11 BENCHMARK(S) ON AUGUSTA LEVEE.**

Locations: Wherever pre-established points are located at a convenient position to the survey work.

**12 BENCHMARK(S) ON AUGUSTA CANAL.**

Locations: Wherever pre-established points are located at a convenient position to the survey work.

**D. FURNISH CONCRETE MONUMENTS WITH BRASS/BRONZE CAPS**—either local shop-made or store-bought as available at the time of surveys.

**E. SURVEY SIMULTANEOUS WATER ELEVATIONS** by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

**F. WRITTEN REPORT OF FINDINGS**

The report will include the following major elements:

- Description of methodology.
- Overall map(s) of benchmarks (both new, published, and previous) in electronic (pdf) and physical formats.
- A separate map to consist of an electronic mapping layer compatible with the Augusta GIS System.
- Table of Elevations for Primary Gaging Station Benchmarks, including measured, observed, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates, and any special annotations.
- Table of Elevations for Secondary Gaging Station and Key Location Benchmarks, including measured, observed values, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates (or South Carolina State Plane Coordinates, as applicable to the particular point), and any special annotations.
- Location descriptions, detailed position sketches, and a photograph for each individual temporary and permanent benchmark to facilitate future recovery.
- Summary of conclusions and discussion of any discrepancies found.

The project management tasks will include overall oversight and quality reviews at key stages of the work.

**G. FUTURE SERVICE: DETERMINE GAGING STATION REFERENCE ELEVATIONS** of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. Furnishing an addendum to the written report. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.



### **FEE PROPOSAL**

We propose to accomplish each task at the lump sum fees indicated:

| <b><u>Proposed Services</u></b>   | <b><u>Proposed Fee</u></b> |
|---|----------------------------|
| A. RESEARCH OF PUBLISHED RECORDS FOR USGS GAGING STATION                            | \$5,630.00                 |
| B. SURVEYS FOR PRINCIPAL GAGING STATIONS (4 LOCATIONS, 2 OPUS)                      | \$21,900.00                |
| C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS<br>(7 LOCATIONS; 4 OPUS) | \$20,025.00                |
| D. FURNISH CONCRETE MONUMENTS   | \$1,800.00                 |
| E. SIMULTANEOUS WATER ELEVATIONS  | 3,500.00                   |
| F. WRITTEN REPORT OF FINDINGS, PROJECT MANAGEMENT, & QUALITY<br>REVIEWS             | \$9,265.00                 |
| <b>SUBTOTAL</b>   | <b>62,120.00</b>           |
| G. DETERMINE GAGING STATION REFERENCE ELEVATIONS & REPORT<br>ADDENDUM (FUTURE)      | 4,500.00                   |
| <b>TOTAL</b>  | <b>\$66,620.00</b>         |
|   |                            |
|   |                            |
|   |                            |

Payment will be expected within thirty (30) days of the completion of each item and the submittal of our invoice.

### **TIME OF COMPLETION**

We propose to begin work immediately upon your direction and to complete the surveys, report and maps within sixty to ninety (60–90) days thereafter.

### **ACKNOWLEDGEMENT**

Your authorized signature in the space provided on a copy of this letter returned to us, or your approved purchase order, will be our authority to proceed.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Augusta Utilities Department  
December 22, 2023  
Page **8** of **8**

Sincerely,  
CRANSTON LLC



Thomas H. Robertson, PE, RLS



Mitchell B. Murchison, PE

ACCEPTED:

**Augusta, Georgia**  
**Utilities Department**

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

Attachment

G:\Projects\2019\2019-0543 NEW SAVANNAH BLUFF LOCK AND DAM FORENSIC ENGINEERING\AB-TempFiles\K) USGS GAGE DATUM SURVEYS (AU10-160)\2019-0543 (K) USGS Gage Datum Surveys Updated Proposal. FINAL. 2023-12-22.docx



STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS  
CONSULTANT SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
(CITY)  
  
AND  
  
CONSULTANT

CONSULTANT: Cranston Engineering

PROJECT: USGS Gaging Stations Datum Survey Project

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA  
RICHMOND COUNTY

MAJOR PROJECTS  
CONSULTANT SERVICES AGREEMENT  
BETWEEN  
AUGUSTA, GEORGIA  
(CITY)  
  
AND  
  
CONSULTANT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and Cranston Engineering., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

USGS Gaging Stations Datum Survey Project

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



## **GENERAL PROVISIONS**

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

### **CONSULTANT COORDINATION**

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

### **AMENDMENTS TO AGREEMENT**

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

### **REDUCTION IN REQUIRED SERVICES**

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

### **DATE CHANGES**

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

### **AGREEMENT MODIFICATIONS**

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

### **TIME OF COMPLETION**

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

## **PROJECT PROGRESS**

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

## **LITIGATION**

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

## **BINDINGS**

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

## **EXTENT OF THE AGREEMENT**

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



## **DEFINITIONS**

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.





## **CONTRACT DOCUMENTS**

### **List of Documents**

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

### **Conflict and Precedence**

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders



## **GENERAL CONDITIONS**

### **1. COMMENCEMENT OF WORK**

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

### **2. PROFESSIONAL STANDARDS**

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

### **3. CHANGES AND EXTRA WORK**

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

### **4. PERSONNEL**

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



## 5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

## 6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

## 7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the 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.

## 8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, 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.

## 9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business and that the CONSULTANT has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

#### 14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

#### 15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

#### 16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

#### 17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

#### 18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

#### 19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.





#### 24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

#### 25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

**CITY:**

ADMINISTRATOR  
AUGUSTA, GEORGIA  
535 Telfair St., Suite 910  
Augusta, GA 30911

**CONSULTANT:**

Cranston Engineering  
\_\_\_\_\_  
\_\_\_\_\_

**Copy to:**

DIRECTOR  
AUGUSTA UTILITIES DEPARTMENT  
452 Walker Street; Suite 200  
Augusta, GA 30901

#### 26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

To the extent that it does not alter the scope of this agreement, Augusta, GA may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by CONSULTANT under this agreement.

#### 27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

#### 28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

CONSULTANT is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

#### 29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

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

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augustaga.gov](http://www.augustaga.gov). In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



34. ACKNOWLEDGEMENT

"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 Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia 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 Augusta, Georgia's Charter and Code, Augusta, Georgia 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 Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

**[SIGNATURES ON FOLLOWING PAGE]**



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

**CITY:**

**AUGUSTA, GEORGIA (CITY)**

BY: \_\_\_\_\_

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

**ATTEST CLERK:**

\_\_\_\_\_  
PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: \_\_\_\_\_

**CONSULTANT:**

**Cranston Engineering** \_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

AS ITS: Principal

**ATTEST:**

\_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_

AS ITS: Principal

DATE: \_\_\_\_\_

Copy To:

**DIRECTOR**  
**AUGUSTA UTILITIES DEPARTMENT**  
452 Walker Street, Suite 200  
Augusta, GA 30901



## **CONSULTANT'S RESPONSIBILITIES**

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

### **PROJECT UNDERSTANDING**

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

### **REVIEW OF WORK**

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

## **CONSULTANT'S INSURANCE**

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



## **CITY'S RESPONSIBILITIES**

### **CITY-FURNISHED DATA**

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

### **RIGHT TO ENTER**

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

### **ADVERTISEMENTS, PERMITS, AND ACCESS**

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

### **TIMELY REVIEW**

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

### **PROMPT NOTICE**

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

### **CITY'S INSURANCE**

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

### **LITIGATION ASSISTANCE**

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



## ATTACHMENT A - SCOPE OF SERVICES

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT





## ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.



**ATTACHMENT C - LISTING OF KEY PERSONNEL**

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

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For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.



## ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The term of services will be one year, with the start and end date issues in the Notice to Proceed. Augusta has the option to renew the agreement annually for the duration of four (4) additional one-year terms.

For the Scope of Services, please refer to the attached proposal from Cranston Engineering which includes their fee and schedule.

DRAFT



## CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (**CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item**).

### Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

### Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
  - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
  - Soil type(s)
  - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
  - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
  - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

### Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

**Upon completion of design:**

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
  - Attend project meetings as scheduled by the CITY
  - Recommend design changes as field conflicts arise (site visits may be required)
  - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
  - Provide clarification of plans and specifications throughout construction
  - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

**AUGUSTA UTILITIES DEPARTMENT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: DIRECTOR

DATE: \_\_\_\_\_

**CONSULTANT**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: Principal

DATE: \_\_\_\_\_



#### **ADDITIONAL SERVICES:**

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

#### **NOTE:**

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



**BEST AND FINAL FEE PROPOSAL**

DRAFT





# CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901  
PO Box 2546 Augusta, Georgia 30903  
706.722.1588

December 22, 2023

Mr. Wes Byne  
Augusta Utilities Department  
452 Walker Street, Suite 200  
Augusta, Georgia 30901

RE: New Savannah Bluff Lock and Dam  
Updated Proposal for Datums Surveys  
USGS Gaging Station and Key  
Locations  
Cranston File No. 2019-0543(K)

Dear Mr. Byne:

In accordance with your request, we are pleased to offer the following updated proposal for conducting field surveys, analyses, and reporting to establish new benchmarks at key United States Geological Survey (USGS) gaging stations related to the Lock and Dam pool and at other key locations to be described in the paragraphs below.

## **PURPOSE**

The purpose of the USGS gage datum surveys is to make independent field surveys to establish benchmarks at each published USGS gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam and in the pool impounded by the dam. The benchmarks to be established can be readily used to verify and/or correct the elevation datums of the several primary USGS gaging stations, so that they are all related to the same elevation datum, namely the North American Vertical Datum of 1988 (NAVD 1988).

Note that the exact location and type of fixture where the elevation points are referenced at each station are not known at this time, because many are likely

located within locked enclosures. Nevertheless, comparisons using simple direct level surveys to the benchmarks to be established under this proposal may be readily made at such time as the official reference points become known and physical access permissions procured.

### **GENERAL SCOPE**

The scope of work proposed herein is generally based on the original scope contained in our previous proposal letter of October 22, 2022, enlarged to encompass the several specific tasks you have outlined during our recent scoping meeting and to add OPUS GPS processing as described in a paragraph below.

The scope is divided into five parts: first, conducting background research of published elevations, public records, and summarizing results; second, making field surveys for the four Principal USGS gaging stations that are used to measure the level of the pool and designating one temporary benchmark and one permanent benchmark monument at each site; third, making surveys to establish temporary benchmarks at the Secondary USGS gaging stations and other key locations at or near the pool; fourth, furnishing shop-made concrete monuments with integral caps; making near-simultaneous water level elevation surveys at each of the Principal USGS gaging stations during a period of steady flow conditions; and, sixth, furnishing a written report and GIS-compatible maps to document the findings. A seventh task is proposed to determine the elevations of the four Principal USGS gaging stations reference points and the "zero" of each gage, to be done at such time as access to the station enclosures can be gained.

### **METHODOLOGY**

**Establish temporary benchmarks** at immediate sites of all gaging station and selected secondary locations, using existing fixed identifiable features without installing any new objects nor defacing any facilities.

**Establish permanent benchmark monuments** located as close as possible to the principal gaging stations. These monuments are not to be located on federal lands, but on property owned by local government or on private property by permission. Use brass or bronze caps anchored in concrete monuments or in fixed structural elements.

**Survey direct levels** from published federal government First Order Survey benchmarks, employing digital leveling equipment to loop elevation surveys through new benchmarks and back to the original benchmark to check elevations against allowable error. Also, loop through previously established State benchmarks that have been officially checked and verified by OPUS GPS methodology. Loop through other established City benchmarks, if located convenient to the work sites, particularly those along the Augusta Levee and/or Augusta Canal. Employ Second

Order, Class 2 Precision for permanent and temporary benchmarks at the four Principal USGS Gaging Stations, and Third Order Precision for the temporary benchmarks at the Secondary USGS Gaging Stations and Key Locations. These orders specify general misclosure limits of 0.026 foot and 0.04 foot, respectively. Precision orders are defined in by National Geodetic Survey in *Control Leveling, Report 8*. (Available at [https://www.ngs.noaa.gov/PUBS\\_LIB/TRNOS73NGS8.pdf](https://www.ngs.noaa.gov/PUBS_LIB/TRNOS73NGS8.pdf)). In addition, vertical closures of measurements are to meet State of Georgia Rule 180-7-.04 Measurements—Vertical: "A circuit of levels between precise benchmarks or a circuit closed upon the initial benchmark shall not differ more than 0.02 foot multiplied by the square root of the number of miles in the circuit, and in no case to exceed 0.05 foot."

**Calculate datum shift** differences from NGVD 1929 (or mean sea level) and NAVD 1988 for each survey loop (or for each benchmark, if different).

**Obtain GPS and OPUS elevations using** Survey Grade GPS equipment observations on all temporary and permanent benchmarks. For obscured points, use offset points for observations and direct leveling and traverse surveys, if necessary, because of tree cover or other obstructions to clear views of satellite arrays in the celestial sphere. Compare resulting elevation values to elevations obtained from direct leveling and datum shifts calculations, to demonstrate the specified precision.

For six benchmark locations obtain longer duration GPS observations and employ OPUS processing methodology for at least six of them for additional precise checking of accuracy. This includes submitting the GPS observations to the National Geodetic Survey (NGS) Online Position User Service (OPUS) for precise solutions to the GPS positions and ties to the National Spatial Reference System. (Further information on OPUS available at <https://geodesy.noaa.gov/OPUS/about.jsp#about>) The six benchmarks are proposed to be locations 2, 3, 5, 6, 7, and 9 under Paragraph C below.

**Survey Simultaneous Water Elevations** by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

**Furnish Written Report of Findings**, including project management and quality reviews. The report will cover methodology, descriptions, maps, GIS layer map, and details, as further defined below. The report will be prepared and signed by land surveyors and engineers licensed to practice in both Georgia and South Carolina; Thomas H. Robertson, RLS, PE; John T. Attaway, RLS; and other similarly qualified Cranston staff professionals.

**Determine Gaging Station Reference Elevations** of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

## **SPECIFIC SCOPE**

### **A. RESEARCH OF PUBLIC RECORDS FOR USGS GAGING STATIONS AND EASEMENTS.**

**1 USGS Stations.** The identifying nomenclature obtained to date for each gaging station and key location is presented below. Further details from published sources as of 3/12/21 and 9/6/22 are summarized in Attachment A hereto. (Note the USGS pages at those times are endorsed "PROVISIONAL DATA SUBJECT TO REVISION". The current elevations, and perhaps other data, appear to be different.)

**2 Flowage Easements.** The elevations for flowage easements on the South Carolina properties from 1934 state specific elevations for the then-proposed pool, referenced ". . . the point of zero on the gauge located on this date at the 5th Street Bridge. . . ." (Note that these elevations seem to be at variance with the gauge data published historically by the USGS in their *Water-Supply Paper 1673*, 1964, p. 318.)

### **B. SURVEYS FOR PRINCIPAL GAGING STATIONS (SECOND ORDER PRECISION)**

The basic nomenclature obtained to date for each of the four principal stations in or adjacent to the Augusta pool is summarized below. Further details on information on each station as of 3/12/21 and 9/6/22 is included herewith as Attachment A.

#### **1 USGS GAGE 02197000 SAVANNAH RIVER AT AUGUSTA, GA**

Location: Downstream side of New Savannah Bluff Lock and Dam.

#### **2 USGS GAGE 02196999 SAVANNAH RV ABOVE NEW SAV. LOCK AND DAM.**

Location: Upstream side of New Savannah Bluff Lock and Dam. (Proposed OPUS Observation Location)

#### **3 USGS GAGE 02196670 SAVANNAH RIVER JEFFERSON DAVIS BR, AT AUGUSTA, GA**

Location: Staff gage at first pier of Fifth Street Bridge from Georgia. Recording gage formerly located at second pier, until recently. (Proposed OPUS Observation Location)

#### **4 RELOCATED "FIFTH STREET" GAGE.**

Location: On River Walk Bulkhead at Eighth Street. Further information is needed for this gage, as the USGS has been unresponsive to inquiries by telephone and email.

### **C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS (THIRD ORDER PRECISION)**

#### **5 AUGUSTA RAW WATER INTAKE PUMPING STATION**

Location: On Savannah Riverbank opposite 234 Pistol Range Road, off Sand Bar Ferry Road. (Proposed OPUS Observation Location)

Note: If desired by the City, a permanent benchmark will be established at this important site, at no additional cost to the City.

**6 NORTH AUGUSTA RAW WATER INTAKE**

Location: North Augusta, South Carolina (Proposed OPUS Observation Location)

**7 AUGUSTA CANAL RAW WATER PUMPING STATION**

Location: North bank of Augusta Canal a short distance upstream of the CSX railroad bridge over the canal. (Proposed OPUS Observation Location)

**8 USGS GAGE 02196485 AUGUSTA CANAL NR AUGUSTA, GA (UPPER)**

Location: South bank of the Augusta Canal a short distance downstream of the Canal Headgates.

**9 CITY OF AUGUSTA GAGE AT AUGUSTA CANAL DIVERSION DAM.**

Elevation on existing brass gaging station cap. Also, elevation of height-sensing equipment for impoundment above diversion dam. (Proposed OPUS Observation Location)

**10 STEVENS CREEK DAM.**

Location: Existing elevation benchmarks at the generating station on property of Dominion Energy, approximately one mile upstream of Augusta Canal Diversion Dam. Exact points to be determined, and site access, coordinated in consultation with Dominion Energy.

**11 BENCHMARK(S) ON AUGUSTA LEVEE.**

Locations: Wherever pre-established points are located at a convenient position to the survey work.

**12 BENCHMARK(S) ON AUGUSTA CANAL.**

Locations: Wherever pre-established points are located at a convenient position to the survey work.

**D. FURNISH CONCRETE MONUMENTS WITH BRASS/BRONZE CAPS**—either local shop-made or store-bought as available at the time of surveys.

**E. SURVEY SIMULTANEOUS WATER ELEVATIONS** by making water level elevation surveys at each of the Principal USGS gaging stations as nearly simultaneously as possible during a period of steady flow conditions in the river.

**F. WRITTEN REPORT OF FINDINGS**

The report will include the following major elements:

- Description of methodology.
- Overall map(s) of benchmarks (both new, published, and previous) in electronic (pdf) and physical formats.
- A separate map to consist of an electronic mapping layer compatible with the Augusta GIS System.
- Table of Elevations for Primary Gaging Station Benchmarks, including measured, observed, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates, and any special annotations.
- Table of Elevations for Secondary Gaging Station and Key Location Benchmarks, including measured, observed values, and OPUS values (where applicable) in NAVD 1988 datum, calculated datum shifts to NVGD 1929 (and/or mean sea level), geographic positions, Georgia State Plane Coordinates (or South Carolina State Plane Coordinates, as applicable to the particular point), and any special annotations.
- Location descriptions, detailed position sketches, and a photograph for each individual temporary and permanent benchmark to facilitate future recovery.
- Summary of conclusions and discussion of any discrepancies found.

The project management tasks will include overall oversight and quality reviews at key stages of the work.

**G. FUTURE SERVICE: DETERMINE GAGING STATION REFERENCE ELEVATIONS** of the four Principal Gaging Stations, and determine the elevation of the "zero" of each gage. Furnishing an addendum to the written report. This task is proposed to be accomplished at such time (possibly at a future date) when access to each enclosure and the exact physical place of elevation reference are provided by the appropriate owner(s) of the stations.

### **FEE PROPOSAL**

We propose to accomplish each task at the lump sum fees indicated:

| <b><u>Proposed Services</u></b>   | <b><u>Proposed Fee</u></b> |
|---|----------------------------|
| A. RESEARCH OF PUBLISHED RECORDS FOR USGS GAGING STATION                            | \$5,630.00                 |
| B. SURVEYS FOR PRINCIPAL GAGING STATIONS (4 LOCATIONS, 2 OPUS)                      | \$21,900.00                |
| C. SURVEYS FOR SECONDARY GAGING STATIONS AND KEY LOCATIONS<br>(7 LOCATIONS; 4 OPUS) | \$20,025.00                |
| D. FURNISH CONCRETE MONUMENTS   | \$1,800.00                 |
| E. SIMULTANEOUS WATER ELEVATIONS  | 3,500.00                   |
| F. WRITTEN REPORT OF FINDINGS, PROJECT MANAGEMENT, & QUALITY<br>REVIEWS             | \$9,265.00                 |
| <b>SUBTOTAL</b>   | <b>62,120.00</b>           |
| G. DETERMINE GAGING STATION REFERENCE ELEVATIONS & REPORT<br>ADDENDUM (FUTURE)      | 4,500.00                   |
| <b>TOTAL</b>  | <b>\$66,620.00</b>         |
|   |                            |
|   |                            |
|   |                            |

Payment will be expected within thirty (30) days of the completion of each item and the submittal of our invoice.

### **TIME OF COMPLETION**

We propose to begin work immediately upon your direction and to complete the surveys, report and maps within sixty to ninety (60–90) days thereafter.

### **ACKNOWLEDGEMENT**

Your authorized signature in the space provided on a copy of this letter returned to us, or your approved purchase order, will be our authority to proceed.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.



Augusta Utilities Department  
December 22, 2023  
Page **8** of **8**

Sincerely,  
CRANSTON LLC



Thomas H. Robertson, PE, RLS



Mitchell B. Murchison, PE

ACCEPTED:

**Augusta, Georgia**  
**Utilities Department**

BY: \_\_\_\_\_

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

DATE: \_\_\_\_\_

Attachment

G:\Projects\2019\2019-0543 NEW SAVANNAH BLUFF LOCK AND DAM FORENSIC ENGINEERING\AB-TempFiles\K) USGS GAGE DATUM SURVEYS (AU10-160)\2019-0543 (K) USGS Gage Datum Surveys Updated Proposal. FINAL. 2023-12-22.docx



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

Vendor: Cranston Engineering Group E-Verify Number: 64684

Commodity: Engineering Services

Estimated annual expenditure for the above commodity or service: \$ 66,620 (one time)

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

- \_\_\_\_\_ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- \_\_\_\_\_ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- \_\_\_\_\_ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- \_\_\_\_\_ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- \_\_\_\_\_ 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- cdh 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

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

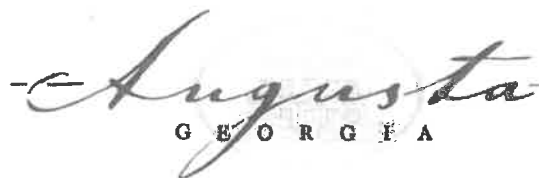
Name: Chad Hendrix Department: Utilities Date: 2/29/2024

Department Head Signature: [Signature] Date: 2/29/24

Approval Authority: [Signature] Date: 3/4/24

Administrator Approval: (required — not required) \_\_\_\_\_ Date: \_\_\_\_\_

COMMENTS:



## UTILITIES DEPARTMENT

Wes Byne, P.E.  
Director

Chad Hendrix, P.E.  
Assistant Director

### MEMO

DATE: February 29, 2024

TO: Geri Sams  
Director, Procurement Department

THROUGH: Wes Byne, P.E. *Sub*  
Director, Utilities Department

FROM: Chad Hendrix, P.E. *CDH*  
Assistant Director, Utilities Department

SUBJECT: **USGS Gaging Stations Datum Survey Project**  
Director's Approval Memo &  
Justification for Sole Source

The Augusta Utilities Department (AUD) is requesting approval to enter into a contract with Cranston Engineering Group (Cranston) to perform survey duties. The purpose of this project is to make independent field surveys to establish benchmarks at each published United States Geologic Survey (USGS) gaging station, along with other key locations, on the Savannah River in the vicinity of the New Savannah Bluff Lock and Dam (NSBLD) and in the pool impounded by the dam. These benchmarks will serve to verify and/or correct elevation datums of the several primary USGS gaging stations within this area.

Cranston was chosen for this task as a sole source based upon their extensive knowledge of the NSBLD and its current standings as it relates to the City of Augusta and nearby municipalities.

Cranston's price for this effort is \$66,620.00 which the department is in agreement with, and funding is available. A municode agenda item for approval of this draft contract is being submitted for presentation to the Commission.



## Commission Meeting

March 19, 2024

Dr. Donna Marain

---

|   |  |
|---|--|
| <b>Department:</b>                                    | N/A  |
| <b>Presenter:</b>                                     | N/A  |
| <b>Caption:</b>                                       | Motion to <b>approve</b> tasking the Administrator to arrange for the Commission to host a meeting to include the Sheriff's Office leadership, Jail administration, Court administration, Judges, the District Attorney's Office, the Solicitor's Office, Probation Services office, Social Services office, Pre-Trail Services and Carl Vinson Institute of Government regarding an effort to discuss ways to clear the backlog of cases in order to help reduce the jail population at the Webster Detention Center. ( <b>Approved by Finance Committee Mach 12, 2024</b> ). |
| <b>Background:</b>                                    | N/A  |
| <b>Analysis:</b>                                      | N/A  |
| <b>Financial Impact:</b>                              | N/A  |
| <b>Alternatives:</b>                                  | N/A  |
| <b>Recommendation:</b>                                | N/A  |
| <b>Funds are available in the following accounts:</b> | N/A  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A  |

## AGENDA ITEM REQUEST FORM

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

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

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

|  |                                      |
|--|--------------------------------------|
| <input type="checkbox"/> Commission                        | Date of Meeting _____                |
| <input type="checkbox"/> Public Safety Committee           | Date of Meeting _____                |
| <input type="checkbox"/> Public Services Committee         | Date of Meeting _____                |
| <input type="checkbox"/> Administrative Services Committee | Date of Meeting _____                |
| <input type="checkbox"/> Engineering Services Committee    | Date of Meeting _____                |
| <input checked="" type="checkbox"/> Finance Committee      | Date of Meeting <u>March 12 2024</u> |

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

Name: Dr. Donna Marain

Address: 1833 Kissingbower Rd

Telephone Number: 706-840-9594

Fax Number: \_\_\_\_\_

E-Mail Address: dm528@cornell.edu

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

Providing a preliminary jail population study from publicly available data

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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





## Commission Meeting

March 19, 2024

### Vendor Award Bid Item 24-137 Roof Service & Repair for Fire Department

|   |   |
|---|---|
| <b>Department:</b>                                    | Fire  |
| <b>Presenter:</b>                                     | Antonio Burden, Fire Chief/EMA Director   |
| <b>Caption:</b>                                       | Motion to <b>award</b> Bid Item 24-137 Roof Service & Repair for the Augusta Fire Department to Vertex Roofing Company and authorize the Mayor to sign all appropriate documentation. <b>(Approved by Public Safety Committee March 12, 2024)</b> |
| <b>Background:</b>                                    | The Augusta Fire Department and Procurement Department have concluded the bid process for Bid Item 24-137 Roof Service & Repair for the Augusta Fire Department. Vertex Roofing Company was the most responsive bidder.                           |
| <b>Analysis:</b>                                      | The Fire Department intends to enter into contract with a qualified vendor to provide roof services and repairs for all Fire Department facilities on an as needs basis.  |
| <b>Financial Impact:</b>                              | \$25,000  |
| <b>Alternatives:</b>                                  | None at this time   |
| <b>Recommendation:</b>                                | To approve the Motion to award Bid Item 24-137 Roof Service & Repair for the Augusta Fire Department to Vertex Roofing Company and authorize the mayor to sign all appropriate documentation.   |
| <b>Funds are available in the following accounts:</b> | Fire Department budget 274034110-5223111  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | Antonio Burden, Fire Chief/EMA Director   |



**CONTRACT  
FOR ROOFING REPAIRS AND SERVICES  
BETWEEN  
AUGUSTA, GEORGIA, and VERTEX ROOFING COMPANY**

**This Roofing Repairs and Services Contract** is entered by, and between, Augusta, Georgia, a political subdivision of the State of Georgia, through its Board of Commissioners, whose address is 535 Telfair Street, Augusta, Georgia, 30901, hereinafter referred to as “Augusta,” and Vertex Roofing Company, whose principal place of business is located at 4715 Augusta Road, Beech Island, SC, 29842, hereinafter referred to as “Contractor.”

**WHEREAS**, Augusta desires to engage a qualified and experienced Contractor to provide roofing maintenance, repairs and services, on an as needed basis, at various Fire Department buildings/facilities, as specified in Bid Item #24-137; and

**WHEREAS**, Contractor responded to Bid Item #24-137, and has represented to Augusta that it has the requisite experience and qualifications to provide the services required therein; and,

**WHEREAS**, Augusta has relied on Contractor's representations and response to Bid Item #24-137, and selected Contractor as the most qualified and most responsive bidder based on its submittal;

**NOW, THEREFORE**, in consideration of the foregoing provisions contained herein and the mutual benefits derived therefrom, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and Augusta agree as follows:

1. **Term**. This Contract shall commence as of the date executed by Augusta (“Commencement Date”) and shall have an initial term of two (2) years. Thereafter, this Contract may be extended for three (3) additional one-year (1) terms, unless either party provides notice of termination at least sixty (60) days prior to the end of the then current term. This contract shall: (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31<sup>st</sup> at 11:59p.m., as required by O.C.G.A §36-60-13, as amended, unless sooner terminated in accordance with the termination provisions of this Contract; (ii) automatically renew on each January 1<sup>st</sup>, at 12:00a.m., unless terminated in accordance with the termination provisions of this contract; and (iii) terminate absolutely, with no further renewals, five (5) years from Commencement Date.

2. **Description of Services**. In consideration of the compensation received under this Contract, the Contractor will provide roofing maintenance, repairs, and services at various buildings/facilities of Augusta’s Fire Department, hereinafter referred to as (“AFD,”) as specified in Bid Item #24-137.

3. **Communication and Response Times:** Contractor must have covered telephone service 24 hours a day, 7 days a week, 365 days a year (366 days, 2024, 2028 - leap years), to receive service calls from AFD's authorized representative and dispatch those calls to Contractor's staff. Contractor's staff shall be on site **within 24 hours** of AFD's call to Contractor's dispatch number.

**Other Service:** Contractor shall provide service 24 hours a day, 7 days a week, 365 days a year (366 days, 2024, 2028 – leap years), to receive calls from AFD's authorized representative and dispatch those calls to their staff to enable them to be on site **within one (1) hour** of the AFD's call to the Contractor's dispatch number.

Contractor's supervisors shall be reachable, via cell phone or landline. Upon execution of contract, Contractor shall provide AFD's designated representative(s) the names and telephone numbers of supervisors to whom devices are assigned.

Contractor must maintain, throughout the terms of this contract, an email address to relay business communications. Contractor shall provide AFD's designated representative(s) with said email address upon execution of this contract.

4. **Compensation.** The Contractor's rate of compensation will be as set forth on the bid form (Exhibit A).

- a) **Standard Service Rate:** Prices must remain firm for the contract terms listed on the bid form (Exhibit A). Said bid includes, and is not limited to, any approval process that is required by any oversight agency, any required removal of existing material and equipment, installation of the necessary material and equipment, proper and legal disposal of any and all waste materials, permits, fees, licenses, taxes, any miscellaneous materials, any required signage, any required equipment and tools needed to install the systems (including any crane or heavy equipment), cost, any required utilities, any repair work, any building infrastructure upgrade cost, any safety equipment and signage, transportation cost, site prep, any cost with any associated warranties, and any required work. Suggested equipment and proposed installation must meet or exceed the applicable codes and regulations.

All materials furnished will be subject to the approval of Augusta's Commission, Administrator, Procurement Director, and AFD's Facilities Maintenance Division. .

Established prices may be lowered due to general market conditions. Standard Service Rate means all labor (including travel time), materials necessary to perform preventative maintenance work (includes yearly roof inspections) or to repair, reset, adjust, or replace any components (parts and material) which fail to perform properly during normal operational use. There shall be no exceptions for parts considered obsolete.

- b) **Other Service Work/Rate:** Prices must remain firm for the contract terms listed on the bid form (Exhibit A). Prices established may be lowered due to general market conditions. Contractor shall be paid for parts and materials purchased by the contractor to perform other service work at market prices established by invoices. No mark-up of prices by the contractor shall be allowed or paid. When rental of equipment has been approved in advance by AFD's authorized representative, Contractor shall be paid for rental of equipment necessary to perform "Other Service Work" at market prices as established by invoices, with an allowable mark-up by the Contractor, not to exceed 15%. The contractor must supply normal tools of the trade without const to AFD.

Other service work shall include, but not be limited to, repairing, adjusting metal and shingle roofing materials or replacing roofing components or associated equipment necessary resulting from misuse, fire, water, theft, or an act of God. Upon AFD's request, performance of services to improve or upgrade roofing systems and components.

Contractor shall be paid for the time spent on site by Contractor's employees performing other service work at the hourly rate established by Contractor's bid.

- c) **General Conditions of Service:** The Contractor shall immediately notify AFD's authorized representative when any parts or components within the roofing system may require repair, modification, or replacement. Should a failure to or in the Roofing System occur because the Contractor did not notify AFD, the Contractor shall be liable for all costs incurred by AFD to make the Roofing System operative.

Contractor shall provide, at its expense, tools of the trade, materials, supplies, and equipment required to perform the work to AFD's specifications.

Contractor must have access to all replacement parts and components available for replacement in 48 hours, at not additional cost to AFD.

- d) **Exclusions:** Contractor shall not be responsible for:
- The cost of materials and labor for the installation of any new attachments or features.
  - Any parts or items as may be damaged or made defective by misuse, fire, theft, water, or an Act of God.
  - If an AFD facility is replaced, remodeled, or closed, AFD will, at its discretion, notify the Contractor to suspend or discontinue the prescribed service for that facility and may remove it from the contract. In such cases, the annual contract

service rate shall be reduced proportionately to reflect the period of suspension or discontinued service.

5. **Materials F.O.B. Job Site:** Delivery of any materials needed by the Contractor for roofing maintenance and repair shall be F.O.B. job site, freight paid by contractor. The Contractor shall have a representative present at the delivery site to receive any materials that are directly shipped. Augusta's employees will not accept deliveries on behalf of Contractor. Contractor shall be responsible for any materials received or accepted on behalf of Contractor. All debris must be removed from Augusta's premises and disposed of lawfully, adhering to all laws, rules, codes, and ordinances.

Delivery, storage, handling, and security of all materials and equipment shall be the responsibility of Contractor, and shall, at a minimum, be conducted in accordance with the manufacturer's recommendations. Augusta will not except any billings for stored materials unless the equipment and materials are stored in a bonded warehouse at cost to Contractor.

6. **Warranty:** Contractor must honor, at a minimum, the manufacturer's standard warranty on items and/or parts purchased for use under this contract.

Warranties are to be specified and Contractor shall provide AFD's authorized representative, 2 copies of the Manufacturer's Catalog and warranty information for all installed components.

7. **Supervision/Employees.** Contractor will perform all work under this contract with its own employees and will assign a supervisor who will oversee the work performed under this contract, and of whom shall have authority to represent Contractor in dealing with AFD's authorized representative(s). The name, address, and telephone number of the supervisor shall be furnished to AFD's authorized representative(s). Contractor shall ensure the following:
- a) All of Contractor's maintenance service helpers or apprentices performing work, must be under the on-site (physically located at the same site) supervision of a fully qualified roofer/construction supervisor.
  - b) The Contractor shall have in its employ, or under its control, sufficiently qualified, licensed and competent personnel to perform work promptly and in accordance with any schedule or work program, as approved by AFD.
  - c) Contractor shall employ only such workers as are skilled in the tasks to which they are assigned.
  - d) While working on Augusta, Georgia property, all Contractor's employees shall wear clearly displayed identification showing they are employees of Contractor. Identification shall be provided by Contractor at Contractor's expense.
  - e) Prior to beginning a job, Contractor's representative shall make their presence known to the authorized AFD representative.

- f) The Contractor shall prohibit his/her employees from disturbing papers on desks, opening desk drawers or cabinets, or using telephone or office equipment provided for official city business.
  - g) By mutual agreement between Augusta and Contractor, appropriate action will be taken concerning employees that disregard the contents of the foregoing subparagraphs, who are incompetent, careless and/or insubordinate, or who do not exhibit proper dress and decorum expected in city owned facilities. Augusta may require the Contractor not to assign any worker Augusta deems incompetent, careless, insubordinate, or otherwise objectionable to perform on Augusta's jobs.
  - h) Contractor shall comply with all applicable federal, state, and local laws and codes regarding work conditions, hours of employment, overtime regulations, methods, and rates of pay and any other regulations regarding employer-employee relationships.
8. **Drug-Free Workplace.** Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract. If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the with the Georgia Drug-Free Workplace Act as provided in O.C.G.A Section 50-24-1 et seq., throughout the duration of this contract.
  9. **Non-Discrimination.** The Contractor shall comply with all federal and state non-discrimination laws, regulations, and policies in the administration of this contract.
  10. **Non-Compliance with Non-Discrimination Laws.** In the event of Contractor's non-compliance or refusal to comply with any non-discrimination law, regulation, or policy in the administration of this contract, this contract may be rescinded, cancelled, terminated in whole or in part, and Contractor may be declared ineligible for further contracts with Augusta. The Contractor shall, however, be given a reasonable time in which to cure such non-compliance.
  11. **Subcontracting.** The Contractor shall not enter subcontracts for any of the work contemplated under this Contract without obtaining prior written approval from Augusta.
  12. **Assignment.** The Contractor shall neither assign this contract, nor any claim arising under this contract, without the written consent of Augusta.
  13. **Non-Exclusivity.** Nothing contained in this contract shall be construed to limit in any way Augusta's right to contract for the same or similar services for which the Contractor is engaged hereunder during the term of this contract, including, but not limited to any compensation as Augusta may in its sole discretion deem appropriate. Nothing contained in this contract shall be construed to limit in any way Contractor's right or ability to make its services available to

the general public during the term of this contract, or to enter contracts or other agreements with any other individual or entity.

14. **Insurance Coverage.** Prior to commencing service delivery, Contractor will obtain insurance policies, referenced in sections (a) – (b) below, that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property, or occurring as a result of any negligent error, act, or omission of the Contractor in performance of its work during the term of this contract, with, at least, the minimum insurance coverage as specified herein. The policies shall be written by a responsible company(s), approved by Augusta, and shall be non-cancellable except on thirty (30) days' written notice to Augusta. Said insurance policy(s) are to be paid for, and kept in force by, Contractor throughout the effective term of this Contract. Contractor is required, upon execution of this contract, to provide evidence of insurance coverage, endorsed as specified herein, to Augusta, having a copy or copies of the following policy(s) and/or certificate(s) of insurance coverage(s), filed with Augusta:

- a) **General Liability:** Commercial General Liability or Comprehensive General Liability insurance or "occurrence" form, having a combined single limit coverage of no less than \$1,000,000 (one million dollars) or more (if more may be required by Contractor,) and endorsed to include contractual liability, personal injury, completed operations, and broad form property damage liability, insuring Subcontractor against liability arising out of the business operations of Contractor and services(s) to be performed under this contract. Contractor agrees that should aggregate limits of liability be reduced due to loss or claims, such aggregate limits will be restored to the minimum stated in this provision. The coverage's, provisions, and limitations of this policy will not limit liability of Contractor. If, in the reasonable opinion of Augusta the amount of liability coverage required is not adequate, or specific customer requirements raise such limits, Contractor will increase said insurance limit as required by customer of Augusta and provide evidence of such increased coverage to Augusta.
- b) **Worker's Compensation:** Worker's Compensation in accordance with the laws of the State of Georgia.

All policies of insurance required under this paragraph shall further provide that the coverage cannot be materially changed without thirty (30) days' prior written notice to Augusta. The policies of insurance for General Liability shall name Augusta as an additional insured, shall so state that it is primary, and that Augusta will incur no liability.

15. **Licensing, Accreditation, and Registration.** Contractor shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards necessary for the performance of this contract.

16. **Responsibilities.** Contractor will adhere to the information submitted in Bid Item #24-137. Contractor shall converse monthly with Augusta's Contract Administrator, or its designee, to ensure that Augusta is satisfied with Contractor's level of service.
17. **Specified Excuses for Delay or Non-Performance.** Neither Party will be liable for delays in performing its obligations under this Contract to the extent that the delay is caused by Force Majeure; provided, however, that within thirty (30) business days of the Force Majeure event, the Party whose performance is delayed provides the other Party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event. Force Majeure events shall include, but shall not be limited to; fire, riot, strike, lockout, war, civil commotion, accident, breakdown of plant or machinery, flood, labor unrest, acts of God, declared epidemics/pandemics (excluding COVID-19), omissions or acts of public authorities, or changes in law, regulations, or policies of the Government. In any such event, the contract price and schedule shall be equitably adjusted.
18. **Payments.** Upon satisfactory completion of all required services, payments shall be made monthly upon receipt of properly itemized invoices submitted by Contractor. Full payment of any properly submitted invoice will only be made after all work is completed according to specifications, and acceptance by AFD's authorized representative. Notwithstanding anything in Bid Item #24-137 or Contractor's Proposal, Augusta shall have the right to withhold or deduct payments in the event of Contractor's non-performance or, as specified herein.
19. **Invoicing Requirements.** Contractor agrees that only properly submitted invoices will be officially processed by Augusta for payment. Contractor agrees that all invoices submitted to Augusta, will be itemized, showing the following: Contractor's name, remittance address, purchase order number, service location (street address, building name, etc.), prices per the contract, itemized so that the service and its cost are clearly identified by an auditor as being part of this Contract.

Contractor agrees that invoices for "other services" will be itemized as follows: Complete service description, day/date and time service personnel arrived and departed work site, total number of hours worked, applicable hourly rate, copy of invoice(s) for equipment rental charges and markup (if applicable), copy of invoice(s) for material and parts, name of AFD representative who requested the service.

The original invoice must be sent to AFD Billing Contact address:

Augusta, Georgia  
Accounting Department, Suite 800



535 Telfair Street, Municipal Building  
Augusta, GA 30901-2379

\*An informational copy of said invoice, including required documentation/attachments, must be sent to AFD's authorized representative who places orders against this contract. That person is the Administrative Assistant in charge of purchasing. The mailing address is:

Augusta Fire Department  
ATTN: Leah Rigdon  
3117 Deans Bridge Road  
Augusta, GA 30906

20. **Defective Pricing.** To the extent that the pricing provided by contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.
21. **Georgia Prompt Pay Act.** The terms of this contract supersede all provisions of the Georgia Prompt Pay Act.
22. **Advance Payments Prohibited.** No payment in advance of, or in anticipation of, services to be provided under this Contract, shall be made by Augusta.
23. **Prohibition Against Contingent Fees.** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business and that Contractor has not received any non-Augusta fee related to this Contract, without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Contract without liability, or at its discretion, and to deduct from the contract price, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **Rights and Obligations.** All rights and obligations of the parties to this Contract will be subject to, and governed by, the terms of this Contract, Bid Item #24-137, Exhibit A, "Service and Cost," attached hereto and on Bid Form. In the event of inconsistencies with the terms of this Contract and other documents, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) Bid Item #24-137, and (2) this Contract, including any exhibits (Exhibit A).

25. **Changes and Modifications.** Subject to the provisions outlined in Sections 35 & 41 below, any change or modification to this Contract must be in writing and signed by both parties.
26. **Independent Status of Augusta and Contractor.** The parties to this Contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor will not hold himself/herself out as, nor claim to be an officer or employee of Augusta by reason of this Contract.
27. **Termination:** After the initial term of this contract, AFD may terminate it, at any time, without cause, by providing sixty (60) days' written notice to Contractor. If this contract is terminated, AFD is liable only for payments for services provided or performed up to the date of termination.

This contract will terminate immediately, and absolutely, at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county or municipality under the contract.

28. **Termination for Cause & Procedures:** This contract may be terminated by either party for the following conditions,
- a. Failure of either party to perform under the terms of this contract. In such case, the aggrieved party shall notify the other party, in writing, via certified mail, of such failure and demand that the same be remedied within five (5) calendar days of receipt of said notice. Should the defaulting party fail to remedy same within said period, the other party shall then have the right to terminate this contract by giving the other party ten (10) calendar days' written notice.
- Performance failure can be defined as, but is not limited to, failure to provide any of the conditions of the specifications or special conditions of bid.
- b. Anytime Contractor's performance threatens the health and/or safety of persons using roofing systems maintained by Contractor. In such a case, AFD has the right to cancel and terminate this contract without notice.
  - c. Anytime a construction project or non-use of the facility should affect the use of the roofing at that facility. In such a case, AFD reserves the right to terminate this contract at any time, without penalty.

- d. If a petition for bankruptcy is filed against Contractor, and such petition is not dismissed within ninety (90) calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within ninety (90) calendar days. In such a case, AFD, in addition to its other rights given by law or inequity, may terminate this Contract by giving ninety (90) calendar days' notice, in writing.
- e. All notices of performance failure must be submitted in writing to Augusta's Procurement Department, 535 Telfair Street, Suite 605, Augusta, GA 30901. The Procurement Department shall be the final authority for all performance resolutions.

29. **Termination Procedure.** After receipt of notice of termination, and except as otherwise directed by Augusta, the Contractor shall:

- a) Stop work under this Contract on the date and to the extent specified in the notice.
- b) Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of this Contract as if not terminated.
- c) Complete performance of any part of this Contract as shall not have been terminated by Augusta.
- d) Take all action as may be necessary, or as Augusta may direct, for the protection and preservation of property of Augusta which is in the possession of the Contractor.

Unless otherwise provided in this Contract, Augusta shall pay to the Contractor the agreed upon price for services provided to Augusta prior to the effective date of termination, unless the termination is for cause, in which case Augusta shall determine the extent of liability. Augusta may withhold any amounts due Contractor for services as Augusta determines to be necessary to protect Augusta against potential loss or liability. The rights and remedies of Augusta provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

30. **Treatment of Assets.**

- a. Title to all property furnished by Augusta shall remain with Augusta.
- b. Title to all property furnished by Contractor shall remain with Contractor.
- c. Any property of Augusta furnished to Contractor shall, unless otherwise provided herein, be used only for the performance of this Contract during the period the Contract is in force.
- d. The Contractor shall be responsible for any loss or damage to property of Augusta (including all related expenses,) which results from the act, omission, or negligence of Contractor.
- e. Upon the loss or destruction of or damage to any Augusta Property, Contractor shall notify Augusta thereof and shall take all reasonable steps to protect the property from further damage.

- f. Contractor shall surrender to Augusta all property of Augusta prior to settlement, upon completion, termination, or cancellation of this contract.
31. **Indemnification.** To the fullest extent of the Law, Contractor shall protect, indemnify, hold harmless and save Augusta and its employees, agents, officers, and directors from and against all liabilities, claims, suits, demands, damages, losses, expenses, including attorney fees, arising out of, or resulting from, the performance of its work under this contract. Contractor shall be responsible for any damage caused by its employees to Augusta property, equipment and/or fixtures, and shall provide all repairs/replacements as appropriate, and at no cost, to Augusta. Such an obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist in the absence of this contract.
32. **Open Records Act.** Notwithstanding anything contained herein, the parties acknowledge that Augusta is required to comply with Georgia's Open Records Act (O.C.G.A. §50-18-70 et seq.) with respect to the inspection of all public records not specifically exempted under such Act. Contractor shall cooperate fully in responding to such request and make all records not exempt, available for inspection and/or copying as provided by law. The parties agree that a disclosure by Augusta pursuant to such Act shall not be a violation of the provisions of this Contract.
33. **Records, Documents, and Audits.** Contractor will retain all books, records, documents, and other materials relevant to this contract for five (5) years after each Contract year to make them available at all reasonable times for inspection, review, or audit by AFD or other personnel authorized by Augusta. Contractor's records subject to audit shall include, but is not limited to, job tickets, itemized materials slips, and the detailed time records an rate of pay documents, for any employee whose time is billed to AFD for services rendered.
34. **Safeguarding of Information:** The use or disclosure by Contractor of any information obtained because of performance under this Contract concerning Augusta for any purpose not directly connected with the administration of Contractor's responsibilities with respect to services provided under this Contract, is prohibited except by written consent of Augusta.
35. **Severability.** If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared severable.
36. **Waiver.** Waiver of any breach of any provision of this Contract shall not be considered a waiver of any other or subsequent breach and shall not be construed to be a modification of

the terms of the Contract unless stated to be such in writing, signed by the Contracting Officer and attached to the original Contract.

37. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Contract, Augusta may unilaterally order a temporary stopping of the work, or delay the work, to be performed by Contractor under this Contract.
38. **Governing Law and Jurisdiction.** This Contract shall be construed and interpreted in accordance with the laws of the State of Georgia. All claims, disputes, and other matters in question between Augusta and Contractor arising out of, or relating to, the Contract or its breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. By executing this Contract, Contractor specifically consents to jurisdiction and venue in Richmond County, Georgia, and waives any right to contest same.
39. **E-Verify.** Pursuant to O.C.G.A. §13-10-91, Contractor will execute an Affidavit verifying and stating affirmatively that it has registered with, and is participating, in a federal work authorization program. Contractor will provide its E-Verify number to Augusta, and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91 and shall continue to use the federal authorization program throughout the contract term.
- Contractor further agrees 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, it will secure from each subcontractor(s), each subcontractor's E-Verify number as evidence of verification, and in compliance with O.C.G.A §13-10-91, on the subcontractor affidavit as provided in Rule 300-10-01-08, or a substantially similar form. Contractor further agrees to maintain records of such compliance and to provide a copy of each such verification to Augusta at the time the subcontractor(s) is retained to perform such physical services.
40. **Local Small Business:** In accordance with Chapter 10B of the Augusta, Georgia, Code, Contractor expressly agrees to collect and maintain all records necessary for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at [www.augusta.gov](http://www.augusta.gov). in accordance with Augusta, Georgia Code §1-10 129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall

report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of Minority and Small Business Opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such report(s) within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth herein, including but not limited to, withholding payment from the Contractor and/or collecting liquidated damages.

41. **Acknowledgment:** Contractor acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may require the legislative authorization of Augusta's Board of Commissioners. Under Georgia Law, Contractor is deemed to possess knowledge concerning Augusta's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, under a contract that has not received proper legislative authorization, or if the Contractor provides goods or services to Augusta more than 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 Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta and waives all claims to payment for the provision of such unauthorized goods or services however characterized, including, without limitation, all remedies at law or in equity.
42. **Entire Agreement:** Bid Item #22-251A and this Contract contains all the terms and conditions agreed upon by the parties. All items incorporated in this Contract by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be considered to exist or to bind any of the parties to this Contract unless otherwise stated in this Contract.

**{SIGNATURES ON THE FOLLOWING PAGE}**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in triplicate form, each of which shall be deemed an original on the date written below.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

\_\_\_\_\_  
**SHIRLEY HOLSTON**  
Owner

\_\_\_\_\_  
**Date**

**AUGUSTA, GEORGIA**

\_\_\_\_\_  
**GARNETT L. JOHNSON**  
As its Mayor

\_\_\_\_\_  
**Date**

**Attest:**

**[Seal]**

\_\_\_\_\_  
**Lena Bonner, Clerk of Commission**



### Invitation to Bid

Sealed bids will be received at this office until **Tuesday, January 23, 2024 @ 3:00 p.m.** via ZOOM Meeting ID: **850 4353 6321**; Passcode: **106956** for furnishing:

**Bid Item #24-137                      Roof Services and Repairs for Augusta, GA – Fire Department**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422)**.

**Pre-Bid Conference will be held on Monday, January 8, 2024 @ 10:00 a.m. Via Zoom Meeting ID: 853 5067 1050; Passcode: 345855.**

**All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Tuesday, January 9, 2024 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

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

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

**The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.**

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

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

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

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

**No bid will be accepted by fax or email, all must be received by mail or hand delivered.**

GERI A. SAMS, Procurement Director

Publish:

|                   |   |
|-------------------|---|
| Augusta Chronicle | December 14, 21, 28, 2023 and January 4, 2024 |
| Metro Courier     | December 14, 2023                             |



**Bid Item #24-137**  
**Roof Services and Repairs**  
**for Augusta, GA – Fire Department**  
**Bid Due: Tuesday, January 23, 2024 @ 3:00 p.m. via ZOOM**

**Total Number Specifications Mailed Out:**  
**Total Number Specifications Download (Demandstar):**  
**Total Electronic Notifications (Demandstar):**  
**Georgia Procurement Registry:**  
**Total packages submitted:**  
**Total Noncompliant:**

|                                       |  |  |  |
|---------------------------------------|--|--|--|
| <b>VENDOR</b>                         | <b>Justice &amp; Son, LLC</b><br>1217 Spread Oak Road<br>Keysville, GA 30816 | <b>Brighter Side Roofing LLC</b><br>472 Flowing Wells Road Suite H4<br>Augusta, GA 30907 | <b>Vertex Roofing Company</b><br>4715 Augusta Rd<br>Beech Island, SC 29842 |
| <b>ATTACHMENT 'B'</b>                 | <b>YES</b>   | <b>YES</b>   | <b>YES</b>   |
| <b>E-VERIFY</b>                       | 2287281  | 2362002  | 2263210  |
| <b>SAVE FORM</b>                      | <b>YES</b>   | <b>YES</b>   | <b>YES</b>   |
| <b>SERVICE</b>                        | <b>COST</b>  | <b>COST</b>  | <b>COST</b>  |
| 1. Hourly Rate                        | \$600.00   | \$500.00   | \$189.00   |
| 2. Travel Rate                        | \$150.00   | \$52.00  | \$189.00   |
| 3. After Rate                         | \$1200.00/hour   | \$650.00   | \$283.50   |
| 4. Cost Plus Supplies Rate            | 20%  | 20%  | 30%  |
|                                       |  |  |  |
| Year One Option Percentage Increase   | 5%   | 4%   | 10%  |
| Year Two Option Percentage Increase   | 5%   | 4%   | 20% of original  |
| Year Three Option Percentage Increase | 5%   | 4%   | 30% of original  |



**Fire Department/Emergency Management Agency**

Item 19.

**Antonio Burden, Fire Chief/EMA Director**

February 12, 2024

Ms. Geri Sams, Procurement Director

Ref: Bid Item 24-137 Roof Services and Repairs for Augusta, GA – Fire Department

Dear Ms. Sams:

After careful review of the bids submitted for Bid Item 24-137 Roof Services and Repairs for Augusta, GA – Fire Department, I would like to recommend the award to Vertex Roofing Company. Vertex was the most responsive and lowest bid returned.

If you require further information or have questions, do not hesitate to call me at 706-821-1640 or 706-821-2933.

Sincerely,

Antonion Burden  
Fire Chief/EMA Director

RPI  
505 CDP Industrial Blvd  
Grovetown, GA 30613

Carter Flat Roof Recoating  
2434 Wheelless Road  
Augusta, GA 30906

Youngs Roofing  
Attn: Gary Platt  
311 Patrick St  
Martinez, GA 30907

Lovelace Roofing  
3850 Washington Rd  
Martinez, GA 30907

All Trade Services  
Attn: Chris Krueger  
111 Woodruff Court  
Aiken, SC 29803-5768

Bone Dry Roofing  
120 Ben Burton Rd  
Bryant, GA 30622

Thomson Roofing  
2292 Washington Road  
Thomson, GA 30824

Southern Roofing  
Attn: Bob Stevens  
511 Skyview Drive  
Augusta, GA 30901

I & E Specialties  
141 Riverchase Way  
Lexington, SC 29072  
(RETURNED MAIL)

Horizon Roofing  
1557 S Broad Street  
Monroe, GA 30655

Lovelace Roofing  
3850 Washington Rd  
Augusta, GA 30907

Depend A Coat  
4116 Columbia Rd  
Martinez, GA 30907

Jones Roofing  
2024 Gardener St.  
Augusta, GA 30904

Augusta Roofing and Siding  
2918 Professional Pkwy.  
Suite 500Z  
Augusta, GA 30907

All About Roofing  
2803 Wrightsboro Rd  
Suite 15  
Augusta, GA 30909  
(RETURNED MAIL)

RPI  
1810 Wylds Rd  
Augusta, GA 30909

Hixon Roofing  
12192 Atomic Rd  
Beech Island, SC 29842

Two State Construction  
2292 Wheelless Rd  
Augusta, GA 30909  
(RETURNED MAIL)

Antonio Burden  
Fire Department

Lea Rigdon  
Fire Department

Phyllis Johnson  
Compliance

Bid Item# 24-137  
Roof Services And Repairs  
For Fire Department  
Bid Due: Tues., 01/23/24 @ 3:00 P.M.

Bid Item# 24-137  
Roof Services And Repairs  
For Fire Department  
Bid Mailed: 12/14/2023

Page 1 Of 1



## Commission Meeting

March 19, 2024

### Minutes

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|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the minutes of the Regular Meeting of the Commission held <b>March 5, 2024</b> and Special Called Meeting held <b>March 12, 2024</b> . |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



## COMMISSION MEETING MINUTES

Commission Chamber  
Tuesday, March 05, 2024  
2:00 PM

### PRESENT

Mayor Garnett Johnson  
Commissioner Brandon Garrett  
Commissioner Bobby Williams  
Commissioner Sean Frantom  
Commissioner Francine Scott  
Commissioner Catherine Smith-McKnight  
Commissioner Stacy Pulliam  
Commissioner Tony Lewis  
Commissioner Wayne Guilfoyle

### ABSENT

Commissioner Jordan Johnson  
Commissioner Alvin Mason

### INVOCATION

Reverend Dr. Dwayne M. Crew, Pastor, Williams Memorial C.M.E. Church

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

### DELEGATION(S)

- A. Minister Dante Barley** regarding holding business license holders accountable.  
Presentation is made by Minister Barley.
- B. Mr. Melvin Kelly** regarding affordable housing and homelessness.  
Presentation is made by Mr. Kelly.
- C. Ms. Patricia Geter** regarding 1) community center 2) sidewalks 3) Speed humps for the Harper-Franklin Avenue and Camak.  
Presentation is made by Ms. Geter.

### CONSENT AGENDA

*(Items 1-20)*

### PUBLIC SERVICES

1. **Motion to approve A.N. 24-4 - New Ownership (Existing Location): Anilkumar B. Patel requesting Retail Package Liquor, Beer, And Wine for Overpass Package located at 3745A Peach Orchard Road. District 6, Super District 10. (Approved by Public Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

2. **Motion to approve A.N. 24-5 - New Location: Cheryl Strobbridge requesting Consumption on Premises for Liquor, Beer, and Wine for The Allure Lounge located at 2059 Gordon Highway. District 2. Super District 9(Approved by Public Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

3. **Motion to approve A.N. 24-6 - New Location: Dominico C. Simmons requesting Consumption on Premises for Beer and Wine with Sunday Sales for Toaste the Event Bar located at 1135 Broad Street. District 1. Super District 9.(Approved by Public Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

4. **Motion to approve a request by Julia King for a Massage Operator's License to be used in connection with Belladonna Aesthetics located at 3114 Augusta Tech Drive.(Approved by Public Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

5. **Motion to approve a request by Miranda Wade for Massage Operator's License to be used in connection with Mirandas Therapeutic Touch Massage located at 3958 Wrightsboro Road. District 3. Super District 10.(Approved by Public Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

6. **Motion to approve the recommendation of the Administrator to allow the Central Services Department to develop a scope of work to replace both the electrical and the floating dock**



systems at the 5th Street Marina which will be done through a procurement process for August to determine a cost estimate as well as a funding source. ((**Approved by Public Services Committee February 27, 2024**))

Item 20.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

7. Motion to **approve** Sole Source Contract with Trapeze Software Group for the Upgrade of the PASS IVR System. (**Approved by Public Services Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

8. Motion to **approve** the execution of a Georgia Power Underground Easement at 2463 Golden Camp Road (Henry H. Brigham Community Center and Park). (**Approved by Public Services Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

9. Motion to **approve** the Commission directed bus tour to occur on Friday, March 15, 2024, from 10am to 12pm. (**Approved by Public Services Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

## **ENGINEERING SERVICES**

10. Motion to **approve** tasking the Administrator with compiling a list of all affected homes and citizens in the area in order to determine a scope of magnitude and to determine an estimated cost relative to the June 22, 2023 flood at 2513 Argonne Drive (Ms. Rhoda M. Hann) and neighboring houses. (**Approved by Engineering Services Committee February 27, 2024**)

Motion to approve adding this item to the next legal meeting agenda.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

11. Motion to **approve** the recommend Approval of Request to Replace Utilities Oracle Software Licensing and Maintenance Plan. (**Approved by Engineering Services Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

12. Motion to **approve** RFQ # 24-205: the Sanitary Sewer Connection Program – Phase 3 (SSCP-P3) to extend the program life via a new contract and renew funding for Augusta – Utilities Department. Award is for one (1) year with the option to extend for four (4) additional one (1) year terms. **(Approved by Engineering Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

13. Motion to **approve** supplemental funding (SA4) to Hussy Gay Bell (HGB) in the amount of \$280,936.00 for the Broad Street Improvements Construction Phase Services (CEI). AE / RFP 18-311. **(Approved by Engineering Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

14. Motion to **approve** award of Construction Contract to Reeves Construction Company subject to Value Engineering and in the amount of **\$4,021,957.00** for Transportation Investment Act (TIA) Project Dennis Road Improvements, subject to receipt of signed contract, proper bonds and other contract relevant documents. AE / Bid #23-234 **(Approved by Engineering Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

15. Motion to **approve** continued funding of the current “On-Call Property Appraisal and Acquisition Services for Augusta Engineering” Contract in the amount of \$150,000. AED / RFP 22-147. **(Approved by Engineering Services Committee February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

16. Motion to **approve** the continued funding of the current On-Call Field and Laboratory Testing for Soil and Construction Material, and Geotechnical Inspection and Investigation (CMT\_Geotech) Services contract in the amount of \$127,170.00 for Broad Street Improvements Project-Geotech.

Atlas assigned to Broad Street construction-SUE. AE / RFP 19-179 (**Approved by Engineering Services Committee February 27, 2024**)

Item 20.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

17. Motion to **authorize** condemnation to acquire title of a portion of property for right of way (Parcel 004-3-030-00-0) 3047 Dennis Road. (**Approved by Engineering Services Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

## **FINANCE**

18. Motion to **accept** the FY24 GCIP Grant award for Finance Internship. The ACCG Civic Affairs Foundation provides the Summer 2024 Georgia County Internship Program (GCIP) funding in the amount of **\$3,259.50**. (**Approved by Finance Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

## **PUBLIC SAFETY**

19. Motion to **approve \$140,000** for the creation of one **(1)** Deputy Marshal, one **(1)** Corporal, and the purchase of safety gear, in support of the Marshal's Office Expanded Litter Program funded from **Contingency Fund**. (**Approved by Public Safety Committee February 27, 2024**)

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

## **PETITIONS AND COMMUNICATIONS**

20. Motion to **approve** the minutes of the Regular Meeting of the Commission held **February 20** and Special Called Meeting held **February 27, 2024**.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

**AUGUSTA COMMISSION  
REGULAR AGENDA**

(Items 21-37)

**PUBLIC SERVICES**

21. Motion to **approve one-year suspension** of the Alcohol License for Allen Vonceillies, **Club Climax a/k/a Club Rain, 1855 Gordon Highway**, for failure to comply with Augusta-Richmond County Alcohol Ordinance. **(Approved by Public Services Committee February 13, 2024) (Deferred from the February 20, 2024)**

Motion to approve placing this club on six months' probation with the stipulation that three special duty police officers be used at this business.

Motion made by Williams, Seconded by Frantom.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam

Voting Nay: Lewis, Guilfoyle

Motion carries 8-2.

22. Presentation by Ms. Lorian Pope-Mathis to discuss two properties on her street and holding the property owners more accountable. **(Deferred from the February 27, 2024 Public Services Committee Meeting)**

Motion to delete this item from the agenda.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

**ADMINISTRATIVE SERVICES**

23. Presentation by Mr. Brian Green regarding our City Charter and progress.

Presentation is made by Mr. Green.

24. Motion to approve HCD's residential and land acquisition process to include housing units and vacant lots not to exceed \$200K, as put forth via the attached flow chart.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

25. Motion to approve HCD's commercial acquisition process to include commercial units and vacant lots, as put forth via the attached flow chart.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

26. Motion to approve Housing and Community Development Department's (HCD) request to enter into a MOU with Zeta Xi Omega Housing Foundation for the purpose of developing two (2) single-family workforce housing units identified as 1103 and 1109 13th Street, within Laney Walker/Bethlehem at a later date.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

27. Approve Design Concept Plan for Fleming Tennis Center and continue with the Preliminary and Final Design Process. Concept Plans presented by ISM – Project Manager

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

28. Approve Design Concept Plan for M.M. Scott Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.

It was the consensus of the Commission that this item be approved without objection.

29. Approve Design Concept Plan for Hickman Park and continue with the Preliminary and Final Design Process. Concept plans provided through ISM serving as project manager.

It was the consensus of the Commission that this item be approved without objection.

30. Motion to approve a Memorandum of Understanding between Augusta, Georgia and the Augusta Convention and Visitors Bureau, Inc. for \$50,000.00 in funding to be granted for the support of festivals and events.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

31. Receive as information a presentation of the 2023 Annual Report.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

32. Motion to approve Design Concept Plan for Newman Tennis Center – Phase I, and continue with the Preliminary and Final Design Process. Concept Plans created by Project Manager – ISM.

Motion to approve putting in six clay courts for Newman Tennis Center.

Motion made by McKnight, Seconded by Garrett.

No action is taken on this motion due to the passage of the substitute motion.

Substitute motion to refer this item back to committee.

Item 20.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

33. Consider the requested Director of Augusta Human Resources' recommended recruitment process for the position of **Director of Parks and Recreation for the City of Augusta. (Approved by the Augusta Commission February 27, 2024)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

### **ENGINEERING SERVICES**

34. Presentation and discussion by **Coastal Waste & Recycling of Georgia LLC.** for RFP #23-112.Solid Waste & Recyclable Collection Services-Zone One.\_ **(Requested by Mayor Pro Tem Brandon Garrett)**

Motion to delete this item from the agenda.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

### **APPOINTMENT(S)**

35. Consider the reappointment of **Mr. Bill Hollingworth** to the Augusta Economic Development Authority. **(Requested by Commissioner Wayne Guilfoyle)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

36. Consider the reappointment of Ms. Sharon Renee D'Antignac to the Augusta-Richmond County Board of Tax Assessors. **(Requested by Commissioner Francine Scott)**

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

### **LEGAL MEETING**

- A. Pending and Potential Litigation
- B. Real Estate
- C. Personnel

37. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's C Meeting Act. Item 20.

#### ADDENDUM ITEMS

1. Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination. (Requested by Planning & Development Department via the Administrator)

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

Motion to approve placing these two businesses on 6 months' probation with one special duty police officer on duty from 7:00 to 11:00 p.m. at each business.

Motion made by Williams, Seconded by Garrett.

Substitute motion to bring these businesses back in six months to determine if the situation has improved with the use of a special duty police officer on duty from 7:00 to 11:00 p.m.

Motion made McKnight, Seconded by Guilfoyle.

Voting Yea: McKnight, Guilfoyle

Voting Nay: Pulliam, Williams, Lewis, Frantom, Garrett, Scott

Motion fails 2-6.

(Vote on original motion)

Voting Yea: Williams, Frantom, Garrett, Scott

Voting Nay: Pulliam, McKnight, Lewis, Guilfoyle

Motion ties 4-4.

Motion to approve placing these two businesses on 6 months' probation with one special duty police officer on duty from 7:00 to 11:00 p.m. at each business.

Motion made by Williams, Seconded by Garrett.

Voting Yea: Williams, Frantom, Garrett, Pulliam, Scott

Voting Nay: McKnight, Lewis, Guilfoyle

Motion fails 5-3.

2. Motion to reappoint Ms. Juanita Burney to the Richmond County Board of Tax Assessors. (Requested by Commissioner Jordan Johnson)

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

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.

3. Revised supporting documents for agenda items #24 and #25. (Provided by Administrator Douse)

It was the consensus of the Commission that this item be added to the agenda without objection. Item 20.

Motion to approve.

Motion made by Garrett, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 8-0.



CALLED MEETING

COMMISSION CHAMBER

March 12, 2024

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, March 12, 2024, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hons. Garrett, member of Augusta Richmond County Commission.

Mr. Mayor: Good afternoon, ladies and gentlemen. Madam Clerk, I call this meeting to order. Attorney Brown.

**1. LEGAL MEETING**

**A. Pending and potential litigation**

**B. Real estate**

**C. Personnel**

**Mr. Brown: Good morning, Mayor Johnson, Commissioners. We would request a motion to go into executive session for the discussion of pending and potential litigation, real estate and personnel.**

**Ms. McKnight: So move.**

Mr. Frantom: Second.

Mr. Mayor: I have a motion and second. Madam Clerk, we're voting.

**Mr. Lewis out.**

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. We're now entering executive session. Thank you so much.

[EXECUTIVE SESSION]

Mr. Mayor: All right, ladies and gentlemen, we appreciate your patience. Madam Clerk, I call this meeting back to order. Attorney Brown, are there any motions as a result of our executive, well, Attorney Brown, you have the floor, sir. My apologies.

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

**Mr. Brown: Yes, sir. We would request a motion to execute the closed meeting affidavit.**

**Mr. Frantom: So moved.**

Mr. Mason: Second.

Mr. Mayor: All right, there's a motion and a second. Madam Clerk, we're voting.

**Ms. Scott out.**

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, are there any motions as a result of our executive session?

**Mr. Brown: Yes. Yes, sir. We request a motion to authorize condemnation to acquire a portion of a property for a federal highway funded and GDOT administered Wheeler Road right-of-way and permanent easement, Parcel No. 030-0-008-02-0, 3444 Wheeler Road.**

**Ms. McKnight: So move.**

Mr. Frantom: Second.

Mr. Mayor: There's a motion and a second. Madam Clerk, we're voting.

**Ms. Scott out.**

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Yes, there's one further motion to be read by the Administrator, Mayor Johnson.

**Ms. Douse: Thank you, Mayor Johnson. I have a motion to authorize the Administrator to adjust the vacation accrual rates to be equivalent to the years of service with the Augusta Richmond County District Attorney's office for employees Amanda James, Christina Kalpa, Zianny Gonzalez and Jason Reeves.**

**Mr. Frantom: So moved.**

Mr. Mayor: All right, there's a motion. Is there a second?

Ms. McKnight: Second.

Mr. Mayor: There's a second. Madam Clerk, we're voting.

**Ms. Scott out.**

**Motion carries 8-0.**

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, does that conclude our business?

Mr. Brown: Yes, sir.

Mr. Mayor: This meeting is hereby adjourned. Turn over to the committee cycle, Public Services.

[MEETING ADJOURNED]

Lena J. Bonner  
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on March 12, 2024.

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Clerk of Commission





## Commission Meeting

March 19, 2024

Appointment

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|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the appointment to the Keiyonna L. Lighten-Solomon to the Augusta Canal Authority representing <b>District 2</b> . |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



## Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

**Title** Mrs.  
**First Name \*** Keiyonna  
**Middle Name \*** LaChelle  
**Last Name \*** Lighten-Solomon  
**Suffix**  
**Date Of Birth \*** 6/25/1991  
**Address \*** Street Address  
 1935 Grand Blvd  
 Address Line 2  
 City State / Province / Region  
 Augusta GA  
 Postal / Zip Code Country  
 30901 United States  
**Home Phone \*** 7063991566  
**Work Phone**  
**Registered Voter \*** ☐ District 1 ☒ District 2  
☐ District 3 ☐ District 4  
☐ District 5 ☐ District 6  
☐ District 7 ☐ District 8  
☐ None  
**Marital Status \*** Married  
**Education \*** College Degree  
**Race \*** Black  
**Gender \*** Female  
**Occupation \*** Emergency Management Specialist (Geospatial)  
**Interests** Greenspace, Community service, Community Development, Family, Literature,  
 Youth engagement, Placemaking, nature, food, history

## Commissions, Authorities, & Boards

**Volunteer For \*** Augusta Canal Authority  
 Click add below to apply for more than one board.

\*

I currently have relatives working for the City of Augusta

☐ Yes☒ No

\*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes☒ No

I would like to receive an email confirmation of my submission.

☒ Yes☐ No

Email

keiyonna.solomon@outlook.com

**Lena Bonner**

---

**From:** Commissioner Stacy Pulliam  
**Sent:** Wednesday, March 13, 2024 1:09 PM  
**To:** Lena Bonner  
**Cc:** Natasha L. McFarley  
**Subject:** Canal Authority Appointment

Great Afternoon Mrs. Bonner 😊,

I pray you and Natasha are having a phenomenal day.

My last board appointment for the Canal authority turned in her resignation.

I would like to appoint


Keiyonna Lighten-Solomon to the Canal Authority.

Please add this to the 3/19/24 agenda.

Kind Regards,  
Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile

The logo for Augusta, Georgia, featuring the word "Augusta" in a large, elegant script font, with "GEORGIA" in a smaller, all-caps serif font underneath.

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AED:104.1





## Commission Meeting

March 19, 2024

Smart Grocery and Ziden Grocery

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|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination. <b>(Requested by Commissioner Bobby Williams)</b> |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



### Committee Meeting

Meeting Date: March 5, 2024

Smart Grocery and Ziden Grocery, LLC (Stop N' Go)

**Department:** Planning and Development Department

**Presenter:** Carla Delaney

**Caption:** Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination.

**Background:**

**Analysis:**

**Financial Impact:**

**Alternatives:**

**Recommendation:** Consider actions against the business and/or alcohol license of Smart Grocery and Ziden Grocery, LLC (Stop N' Go) including probation, up to termination.

**Funds are available in the following accounts:**

**REVIEWED AND** N/A  
**APPROVED BY:**



# PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300  
Augusta, Georgia 30901

1803 Marvin Griffin Road  
Augusta, Georgia 30906

February 29, 2024

Smart Grocery  
3221 Wrightsboro Rd  
Augusta, Ga. 30909

## HAND-DELIVERED

Dear Mr. Kaur,

The Augusta Commission on Tuesday, March 5, 2024, at 2:00pm will take into consideration the status of the business and/or alcohol license for Smart Grocery located at 3221 Wrightsboro Rd. Concerns for the public health, good, and safety in addition to the sheriff's office data have prompted the review.

The commission intends to further the discussion and speak with the property owners regarding security, and licensing. Please make every attempt to attend or send a representative.

If the public is adversely affected, the Augusta Commission's next steps may be pursuant to *Augusta-Richmond County Code of Ordinances Section 2-1-38 Procedures for Probation, Suspension, Revocation, or Denial of a Business Tax Certificate*. An excerpt from the ordinance is provided below.

*Section 2-1-38 (a) Any business having a business tax certificate issued under this Ordinance may be placed on probation, and the business tax certificate may be suspended, revoked and/or denied by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation of a business, or the suspension, revocation or denial of a business tax certificate shall include but shall not be limited to the following:*

*Sec 2-1-38(a)(6), The applicant or holder of the certificate fails to adequately supervise and monitor the conduct of the employees, patrons and others on the subject premises, or on any property owned or leased by the applicant or holder, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of the establishment of the applicant or holder, in order to protect the safety and well-being of the general public and of those using the premises.*

The meeting is to be held at the municipal building, address is 535 Telfair St. Augusta, GA 30901. 2nd Floor, Linda Beard Rm. If our department can further assist, please call or email me at (706) 821-1796.

Regards,

Carla Delaney  
Director  
Planning and Development  
Phone: 706.821.1796  
Email: [cdelaney@augustaga.gov](mailto:cdelaney@augustaga.gov)



# PLANNING & DEVELOPMENT DEPARTMENT

535 Telfair Street • Suite 300  
Augusta, Georgia 30901

1803 Marvin Griffin Road  
Augusta, Georgia 30906

February 29, 2024

Zidan Grocery, LLC  
1649 Olive Road  
Augusta, Ga. 30904

## HAND-DELIVERED

Dear Mr. Mohammed,

The Augusta Commission on Tuesday, March 5, 2024, at 2:00 pm will take into consideration the status of the business and/or alcohol license for Zidan Grocery located at 1649 Olive Rd. Concerns for public health, good, and safety in addition to the sheriff's office data have prompted the review.

The commission intends to further the discussion and speak with the property owners regarding security, and licensing. Please make every attempt to attend or send a representative.

In the event, that the public is adversely affected, the Augusta Commission's next steps may be according to *Augusta-Richmond County Code of Ordinances Section 2-1-38 Procedures for Probation, Suspension, Revocation, or Denial of a Business Tax Certificate*. An excerpt from the ordinance is provided below.

*Section 2-1-38 (a) Any business having a business tax certificate issued under this Ordinance may be placed on probation, and the business tax certificate may be suspended, revoked and/or denied by the Augusta-Richmond County Commission after a finding of due cause. Due cause for the probation of a business, or the suspension, revocation or denial of a business tax certificate shall include but shall not be limited to the following:*

*Sec 2-1-38(a)(6), The applicant or holder of the certificate fails to adequately supervise and monitor the conduct of the employees, patrons and others on the subject premises, or on any property owned or leased by the applicant or holder, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of the establishment of the applicant or holder, in order to protect the safety and well-being of the general public and of those using the premises.*

The meeting is to be held at the municipal building, address 535 Telfair St. Augusta, GA 30901. 2nd Floor, Linda Beard Rm. If our department can further assist, please call or email me at (706) 821-1796.

Regards,

Carla Delaney  
Director  
Planning and Development  
Phone: 706.821.1796  
Email: [cdelaney@augustaga.gov](mailto:cdelaney@augustaga.gov)



## Commission Meeting

March 19, 2024

Club Climax AKA Club Rain

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|   |   |
|---|---|
| <b>Department:</b>                                    | N/A   |
| <b>Presenter:</b>                                     | N/A   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> rescinding the 6 months probation for club Climax AKA Club Rain 1855 Gordon Hwy for failure to comply with ARC alcohol ordinance. <b>(Requested by Commissioner Stacy Pulliam)</b> |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |



## Commission Meeting

March 19, 2024

AO CSD Grounds Maintenance Bid 24-187 Coverletter

|                          |   |             |                    |
|--------------------------|---|-------------|--------------------|
| <b>Department:</b>       | Central Services Department   |             |                    |
| <b>Presenter:</b>        | Ron Lampkin   |             |                    |
| <b>Caption:</b>          | Motion to approve the award of bid #24-187, Grounds Maintenance Services for Various Facilities and Library Locations to the following compliant vendors for the year 2024 and 2025.  |             |                    |
|                          | LEP Contracting, LLP for services to be rendered to the Municipal Building, Public Defender's Office, and Transit Bus Operations Maintenance Facility in the sum of \$54,975.00 for FY24 and \$56,074.50 for FY25.  |             |                    |
|                          | Yellowstone Landscape for services to be rendered at Sheriff's Administration and Augusta Judicial Center in the sum of \$37,944.00 for FY24 and \$37,944.00 for FY25.  |             |                    |
| <b>Background:</b>       | A.S.A.P. Landscape Management to perform services for the following library locations: Headquarters Library, Appleby Library, Friedman Library, Maxwell Library in the total amount of \$22,860.00 for FY24 and \$24,573.88 for FY25. Monthly ground services are needed in various Augusta, Georgia facilities and regional libraries. The awarded contractors are responsible for mowing the lawns, edging, removing debris, pruning and the installation of mulch. Along with chemical services for lawns and bed areas. |             |                    |
| <b>Analysis:</b>         | Central Services recommends award to LEP Contracting, LLP, Yellowstone Landscape, and A.S.A.P. Landscape Management as the companies submitted compliant bids.  |             |                    |
| <b>Financial Impact:</b> | LEP Contracting, LLP  |             |                    |
|                          | Municipal Building:   | \$32,325.00 | 101016211/52.23114 |
|                          | Public Defender Office:   | \$8,325.00  | 101016218/52.23114 |
|                          | Transit Bus Operation:  | \$14,325.00 | 546091117/52.23114 |
|                          | Yellowstone Landscape   |             |                    |
|                          | Sheriff Admin. Building:  | \$9,768.00  | 101016216/52.23114 |
|                          | Augusta Judicial Center:  | \$28,176.00 | 101016215/52.23114 |
| <b>Alternatives:</b>     | A – Award bid   |             |                    |

B – Do not award bid

**Recommendation:**

Motion to approve the award of bid #24-187, Grounds Maintenance Services for Various Facilities and Library Locations to the following compliant vendors for the year 2024 and 2025.

LEP Contracting, LLP for services to be rendered to the Municipal Building, Public Defender's Office, and Transit Bus Operations Maintenance Facility in the sum of \$54,975.00 for FY24 and \$56,074.50 for FY25.

Yellowstone Landscape for services to be rendered at Sheriff's Administration and Augusta Judicial Center in the sum of \$37,944.00 for FY24 and \$37,944.00 for FY25.

A.S.A.P. Landscape Management to perform services for the following library locations: Headquarters Library, Appleby Library, Friedman Library, Maxwell Library in the total amount of \$22,860.00 for FY24 and \$24,573.88 for FY25.  
LEP Contracting, LLP

**Funds are available  
in the following  
accounts:**

|                         |             |                    |
|-------------------------|-------------|--------------------|
| Municipal Building:     | \$32,325.00 | 101016211/52.23114 |
| Public Defender Office: | \$8,325.00  | 101016218/52.23114 |
| Transit Bus Operation:  | \$14,325.00 | 546091117/52.23114 |

Yellowstone Landscape

|                          |             |                    |
|--------------------------|-------------|--------------------|
| Sheriff Admin. Building: | \$9,768.00  | 101016216/52.23114 |
| Augusta Judicial Center: | \$28,176.00 | 101016215/52.23114 |

**REVIEWED AND  
APPROVED BY:**



# Central Services Department

Ron Lampkin, Interim Director

2760 Peach Orchard Road, Augusta GA 30906

Maria Rivera-Rivera, Deputy Director

(706) 828-7174 Phone

## MEMORANDUM

**TO:** Ms. Geri Sams, Director, Procurement Department

**FROM:** Mr. Ron Lampkin, Interim Director, Central Services Department

**DATE:** February 26, 2024

**SUBJECT:** Bid Item #24-187 Grounds Maintenance Services for Various Facilities and Regional Library Locations

*D. White*  
3/12/24 FEB 27 PM 5:39

*OK per*  
*Geri Sams*  
3/12/24

Ten (10) compliant bids on the referenced project were received on January 24, 2024, by the established deadline. Central Services recommends award of contract to the following compliant vendors for the years 2024 and 2025:

### LEP Contracting, LLP

#### **Municipal Building – 535 Telfair Street**

- 2024 Yearly - \$32,325.00
- 2025 Yearly - \$32,971.50

#### **Justification:**

- Estimated budget of \$2, 500.00/month
- Includes average cost for chemical treatments, mulch, quantity of flower beds, and grounds sq. ft.
- LEP Contracting, LLP was the closest at \$2,693.75/month (2024)
- The lowest vendor's proposal was \$738.00/month.

#### **Public Defender's Office – 902 Greene Street**

- 2024 Yearly - \$8,325.00
- 2025 Yearly - \$8,491.50

#### **Justification:**

- Estimated budget of \$650.00/month
- Includes average cost for chemical treatments, mulch, quantity of flower beds, and grounds sq. ft.
- LEP Contracting, LLP was the closest at \$693.75/month (2024)
- The lowest vendor's proposal was \$500.00/month.



**Transit Bus Operations Maintenance Facility - 2844 Regency Blvd.**

- 2024 Yearly - \$14,325.00
- 2025 Yearly - \$14,611.50

**Justification:**

- Estimated budget of \$1,200.00/month
- Includes average cost for chemical treatments, mulch, quantity of flower beds, and grounds sq. ft.
- LEP Contracting, LLP was the closest at \$1,193.75/month (2024)
- The lowest vendor's proposal was \$500.00/month.

**Yellowstone Landscape****Sheriff Administration Building - 400 Walton Way**

- 2024 Yearly - \$9,768.00
- 2025 Yearly - \$9,768.00

**Justification:**

- Estimated budget of \$850.00/month
- Includes average cost for chemical treatments, mulch, quantity of flower beds, and grounds sq. ft.
- Yellowstone Landscape was the closest at \$814.00/month (2024)
- The lowest vendor's proposal was \$450.00/month.

**Augusta Judicial Center – 735 James Brown Blvd.**

- 2024 Yearly - \$28,176.00
- 2025 Yearly - \$28,176.00

**Justification:**

- Estimated budget of \$2,300.00/month
- Includes average cost for chemical treatments, mulch, quantity of flower beds, and grounds sq. ft.
- Yellowstone Landscape was the closest at \$2,348.00/month (2024)
- The lowest vendor's proposal was \$708.00/month.



## Central Services Department

Ron Lampkin, Interim Director

Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta GA 30906

(706) 828-7174 Phone

### A.S.A.P. Landscape Management

#### **HQ Library – 823 Telfair Street**

- 2024 Yearly - \$5,460.00
- 2025 Yearly - \$5,869.44

#### **Appleby Library – 2260 Walton Way**

- 2024 Yearly - \$7,200.00
- 2025 Yearly - \$7,740.00

#### **Friedman Library – 1447 Jackson Road**

- 2024 Yearly - \$6,900.00
- 2025 Yearly - \$7,417.44

#### **Maxwell Library – 927 Lumpkin Road**

- 2024 Yearly - \$3,300.00
- 2025 Yearly - \$3,547.00

#### **Justification:**

- The libraries chose to keep the lowest vendor to accommodate their current budget.
- The lowest vendor in total was A.S.A.P. Landscape Management.

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

cc: Ron Lampkin  
Maria Rivera-Rivera



## Commission Meeting

March 19, 2024

AO CSD NV5 Contract

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|   |   |
|---|---|
| <b>Department:</b>                                    | Central Services Department   |
| <b>Presenter:</b>                                     | Ron Lampkin   |
| <b>Caption:</b>                                       | Motion to approve price proposal Option B, not to exceed the greater of 2.5% of total ESCO Sell Price or minimum of \$250,000, from IBA Consulting Engineers, Inc. dba NV5 Consultants. |
| <b>Background:</b>                                    | Contract management services related to the Phase II Detailed Audit, and/or Performance Contract, with Trane.   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | N/A   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

# PROPOSAL FOR PROFESSIONAL SERVICES PERFORMANCE CONTRACT EVALUATION SOLUTION FOR AUGUSTA, GA

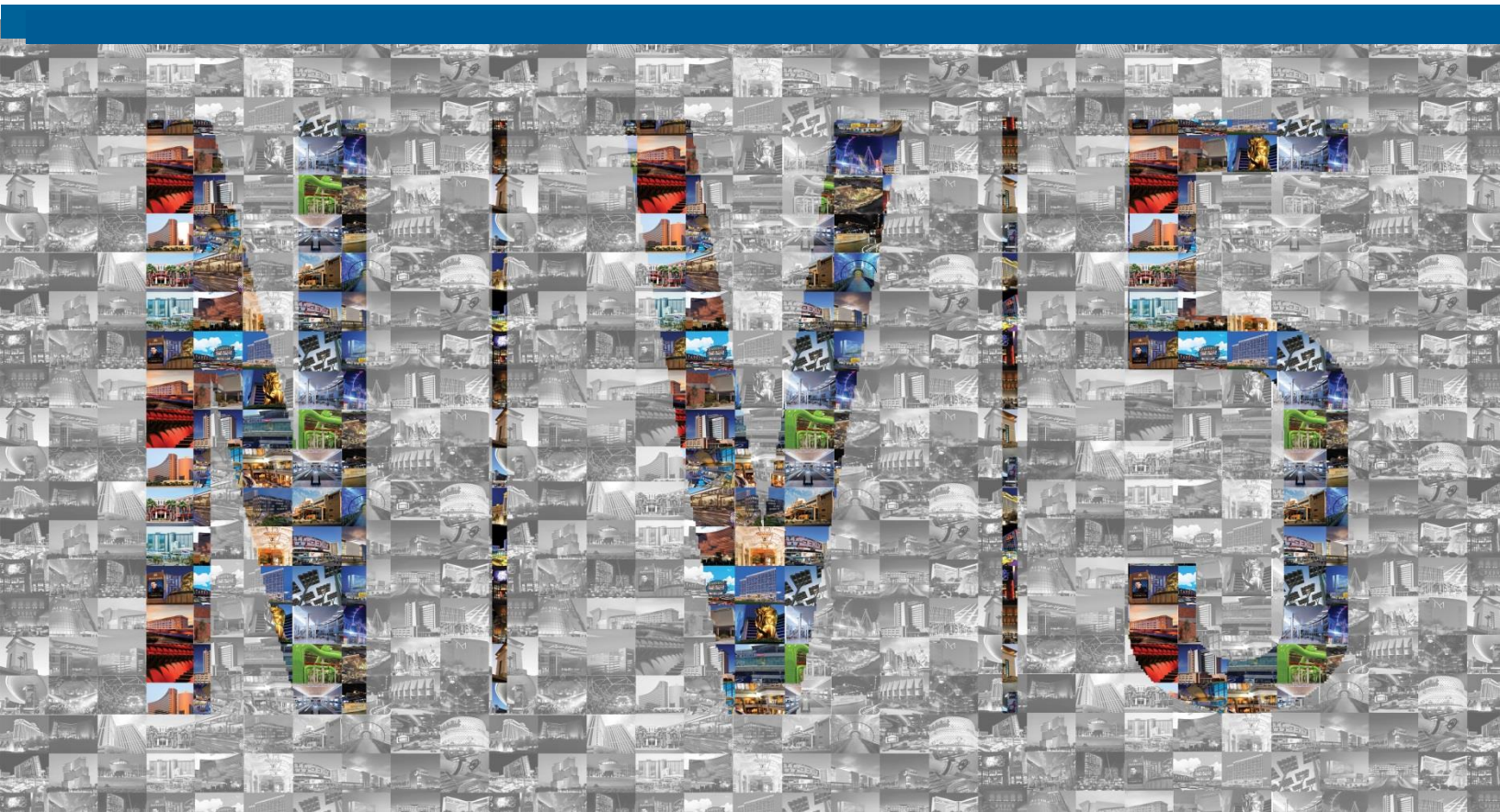
P63024-0002472.00

**MARCH 13TH, 2024**

Prepared For:

## **CITY OF AUGUSTA, GEORGIA**

Takiyah Douse  
535 Telfair Street  
Augusta, Georgia 30901  
(706) 821-2400



**N|V|5**

Aldo Mazzaferro, PE, CEM, CEA  
Executive Director of Business Development  
NV5 Clean Energy  
Aldo.mazzaferro@NV5.com  
C: 516.567.2337

March 13<sup>th</sup>, 2024

Takiyah Douse  
City of Augusta, GA  
535 Telfair Street – Room 605  
Augusta Georgia 30901

Subject: Price Proposal for Performance Contract Evaluation  
NV5 Proposal No. P63024-0002472.00

Dear Mrs. Douse:

We appreciate the time the City of Augusta representatives have spent on our previous calls to discuss this opportunity. Thank you for requesting our services for your ESPC project. In accordance with your request, **J.B.A. Consulting Engineers, Inc. dba NV5 Consultants (NV5)** is pleased to offer our Price Proposal for the following professional services. For clarity, this proposal is presented as Options A & B as follows:

- Option A - Phase 1 Only – IGA Oversight
- Option B – Phases 1-3 – Comprehensive Services (IGA Oversight, Construction Oversight & Close-out Services, and First Year Performance Period Services)

## PROJECT BACKGROUND

We understand the project as proposed will impact numerous facilities across the City, and it is estimated to be approximately \$14 Million in Total Project Costs generating an estimated \$385,000 per year in savings.

## SCOPE OF SERVICES

We are proposing two options for our Scope of Services:

### Option A is to perform only our Phase 1 – Investment Grade Audit (IGA) Oversight.

#### Phase 1 – Performance Contract Evaluation

1. Assist in assembling a Project Management team that can support the development of the project. As needed, we will provide training to the team to fully familiarize them with the performance contracting process, and what the roles and expectations will be of everyone throughout the project's sequential phases of the Investment-grade Audit (IGA), implementation, commissioning, acceptance and close-out, and the annual measurement and verification of guaranteed savings.
2. Prepare for the IGA kickoff Meeting, discuss ECMs, M&V, logistics, etc.
  - a. NV5 will assist in planning and facilitating the IGA kickoff meeting. The purpose of this meeting is to introduce new staff to the project, to review any changes to the scope of the project, to discuss the requirements and procedures for the IGA, to establish POCs and communication protocols, and to establish timelines and milestones for project development.
3. Gain an understanding of the selected facilities and systems, proposed technologies, design guidelines, and operation and maintenance impacts of the project. For purposes of this proposal, NV5 is assuming two (2) full days on site to visit a sampling of key facilities.
4. Facilitate regularly scheduled conference calls/meetings to review progress; we generally estimate a 6-month duration from the Kick-off to IGA submission, and up to an additional 1-2 months to contract execution (Signature of Energy Savings Agreement (ESA)). It is imperative that we monitor the ESCO's progress during the development of the IGA. There are many opportunities to make interim decisions that will ensure a successful project. It will also allow for continuous review of the ESCO's proposed scope of work, energy savings calculations, baseline assumptions, etc.



5. Hold a preliminary Measurement & Verification workshop. These discussions and meetings are aimed at setting expectations for the development of the project's M&V plan. The discussions will include activities for developing the baseline, ECM specific M&V plans, pre-and post-installation measurement activities, etc. There will be separate 'breakout' M&V discussions and meetings that will be held as appropriate throughout the IGA development process.
6. Review 30% Draft IGA (Baseline& Preliminary ECM Document).
  - a. NV5 will conduct a detailed analysis of the deliverables and via a Comment/Review/Response Log (CRR Log). We will prepare a list of questions, and clarifications for the ESCO to address. We will also review your comments and combine them with ours to submit to the ESCO. We will follow-up with the ESCO until all the questions have been answered to the satisfaction of NV5 and the Client.
  - b. NV5 will review the baseline calculations along with associated supporting information such as field data/measurements/data logging, light level readings, equipment inventories, historical utility/metering analysis, facility descriptions, etc. If the ESCO uses spreadsheets, we will review the live MS Excel spreadsheets, with intact formulae, so that we can check the calculation methodology.
  - c. Dependent on the proposed energy baseline, we will ensure that an appropriate M&V strategy is developed, which is fundamental to the overall viability of the project. NV5 will review the parameters and measurement strategies of the draft M&V plan to determine if they are in line with the International Performance Measurement and Verification Protocol (IPMVP) for each ECM, without unnecessarily burdening the project with extra costs. Specifically, NV5 will evaluate the performance measurement strategies to ensure that the appropriate level of rigor and accuracy is used to protect you.
7. Review 60% Draft IGA (Scoping Document).
  - a. NV5 will conduct a detailed analysis of the report to determine if the ESCO picked up requested changes from the 30% review and using a Comment/Response Log, we will prepare a list of questions and clarifications for the ESCO to address. We will also review the Client's comments and combine them with NV5's to submit to the ESCO. We will follow up with the ESCO until all the questions have been answered to the satisfaction of NV5 and the Client.
  - b. NV5 will review the ESCO's proposed ECMs and draft scope of work, energy savings calculation projections (as appropriate and as available at this stage of the process), etc. NV5 will work with the Client to determine if the proposed ECMs and technologies are appropriate for the buildings and other energy-using systems, and for the Client's maintenance staff to maintain over the contract term.
  - c. NV5 will review any preliminary project and ECM cost estimates to ensure reasonableness and consistency with the procurement period results.
  - d. NV5 will facilitate appropriate discussions regarding inclusion of proposed ECMs and projected savings as part of the overall proposed program. We will ensure that discussions include all ECMs that are being evaluated, that are intended to be evaluated, or determined by the ESCO to not be cost-effective, so that the Client can be the ultimate decision maker on which ECMs to be included for further evaluation and ultimate inclusion in final overall project.
  - e. If the Client lacks maintenance staff, a key aspect of this ESPC project will be the ability to include a supplemental operation & maintenance component to the contract. This will alleviate some of the burden of the existing staff and help ensure that new equipment installed through the ESPC project will be properly operated and maintained, helping to ensure that savings are met. NV5 will assist the Client in negotiating an appropriate ESCO scope of work, roles, and responsibilities, pricing, and coordination with maintenance staff.
  - f. Discussions and review will also include the key economic and cash flow assumptions being utilized by the ESCO for total project, such as contract term, escalation rates, financing rate, payment methods, profit margin, etc.
8. Review 90% Draft IGA (Draft Final Document).
  - a. NV5 will repeat the process from the 30% and 60% Draft IGA Reviews.
  - b. NV5 will evaluate the risk and cost of the performance measurement strategies and the detailed project-specific M&V plan.
  - c. NV5 will also perform a detailed review of each component of the IGA including ECM price buildup and reasonableness, commissioning plans, training plans, etc.
  - d. NV5 will review project cost buildup for accuracy and compliance with previous commitments. This includes a thorough analysis of the whole project cost pro forma, to ensure reasonableness of subcontractor costs and proper application of expected and negotiated design, commissioning, and training fees, as well as markups. NV5 has developed proprietary tools that can automatically check an ESCO's IGA costs against those in the procurement stage, and illustrate important differences. This

unique technique has saved other Clients hundreds of thousands of dollars and equivalent to 5-10% of the overall project cost in many cases.

9. Final IGA Review: Once the Final IGA is submitted, NV5 will conduct a final analysis of the report to ensure all questions and clarifications from the Drafts were addressed. We will also participate in conference calls regarding preparation of documents for Board review and approval as well as participate in review meetings.
10. Assist in negotiating and executing the Energy Services Agreement (ESA) and Financing Agreement.
  - a. NV5 will assist the Client in final price and contract negotiations with the ESCO. NV5 will coordinate and advise the legal representatives as a technical expert for the ESPC to support the negotiation of the final contract. NV5 will perform a final review of the ESA to review T&Cs, schedules, exhibits, appendices, etc.
  - b. If needed, NV5 will assist the Client in securing financing for the project. In this role, we can act as a technical advisor to assist the Client's financial representatives in assessing the best approach for them.
11. Upon finalization of the project documents (IGA, ESA, Exhibits/Appendices, Financing Plan, etc.), NV5 will prepare and issue a report of our findings and recommendations for next steps. This will include a brief cover letter, an executive summary, and our documented Comment/Review/Response Log described in #6A above.
12. NV5 will also conduct and lead two (2) workshops and provide stakeholder engagement services to assist the Client in gaining the necessary approvals from the various approving authorities to move forward with execution and implementation of the ESPC project.

*NV5 is only providing the expressly identified foregoing services and as such NV5 shall not be responsible or liable for any other area or portion of the Project.*

\*End of Option A Services\*

**Option B is to perform comprehensive services.** This include the services described in Phase 1 (Option A) above, but also Phases 2 & 3 as presented below. Comprehensive Owner's Representative (OR) services are considered best practice in the ESPC industry and our service pays for itself when we are involved throughout the project. A simple, static evaluation of an IGA is rarely sufficient to protect an Owner during a complex ESPC project across many facilities. This is especially true when the Owner is investing millions of dollars and expecting millions of dollars in future savings to pay for the project.

## **Phase 2 – Construction Oversight & Close-out Services**

13. Construction
  - a. Virtually attend all construction meetings hosted by Trane and/or City staff
  - b. Review all subcontractors
  - c. Review proposed ECM designs and all submittals of equipment for ECMs to ensure efficiency, energy savings and environmental benefits can be realized.
  - d. Provide a system for tracking the resolution of any issues that are identified at such meetings.
  - e. Review and comment on the Trane's baseline and planned schedule including but not limited to, completeness, accuracy, conformance with the overall project milestones and the terms of the contract.
  - f. Provide written reports including photos for each site visit as requested.
  - g. Advise the City of any construction related issues or risks found in the field or determined by the site visit.
  - h. Submit monthly reports as requested to the City about the project, including but not limited to, progress of the work against approved schedules, potential schedule approval and inspections.
  - i. Ensure all invoices are accurate and complete.
  - j. Assist the City in ensuring all required insurance certificates and other contractually required paperwork has been submitted.
  - k. Monitor and report on any incomplete or nonconforming work.
14. Project Close-out
  - a. Assist the City in the preparation of a project punch list.
  - b. Ensure that the Trane has provided all the required contractual close-out documentation such as operation and maintenance manuals, warranties, punch list close out, training, commissioning, etc.
  - c. Review final requisitions from the Trane.
  - d. Review Trane's management of all construction closeout requirements with the City.

- e. Review Trane's process to ensure that all final funding, incentive and/or reimbursement paperwork have been properly submitted, processed by the applicable grantor and that the City awards have been received.
- f. Review Trane's preparation and issuance of a final closeout report including a final reconciliation.
- g. Compile all project related documentation representing a complete project record, including the as-builts are turned over to the City.

### **Phase 3– Performance Period Services**

15. During the first year of the performance period of the ESPC, NV5 will provide technical support to the City, including the following tasks;
  - a. NV5 will review the monitored data during the first month of operation to ensure that all systems are operating as expected and that the necessary M&V parameters are being generated and logged. During the first year of operation, NV5 will review the quarterly performance and/or M&V reports and Trane invoices to the City to ensure that the energy savings persist or if there are issues that they are identified early on for resolution.
  - b. Review of select ECMs of Trane's M&V Reports – NV5 will conduct a review of non-stipulated savings ECMs of Trane's M&V Report. We will submit comments to the City and Trane using our standard Comment/Response/Resolution document. We will assist the City in the resolution of the comments to a satisfactory conclusion.
  - c. If needed, NV5 will also make a brief visit to the City office to review comments with the City and to conduct a short inspection of major ECMs to verify the integrity of the information in Trane's report.
  - d. If significant operational changes occur, such as building renovations, etc., NV5 will assist the City with any baseline adjustments that may be required.
  - e. NV5 will certify acceptance of annual M&V report following review with the City.
16. Handle miscellaneous emails and telephone calls regarding any other issues that may arise during the term of the contract.
17. Perform a review of the M&V reports for Years 1-3 & issue an Executive Summary of our findings.
18. Additional Services to be considered: Perform annual review of M&V reports for years 4-20, as many years as requested, and/or required by statute. Based upon our experience with past projects, we recommend a minimum of 3 years.

### **REIMBURSABLE EXPENSES**

1. Travel expenses for staff traveling to the City to include commercial airfare, car rental/ground transportation, hotel accommodations and meals, and are included in the totals below.

### **SUMMARY OF PROPOSED FEES**

#### **Option A – Investment Grade Audit Oversight Services**

When NV5 is involved from the beginning of the IGA phase, we usually calibrate our fee to be between 20-25% of the ESCO's IGA fee (\$398,000).

| OPTION A - SERVICES                        |  | FEES                  |  |
|--|--|-----------------------|--|
| Phase 1 – Investment Grade Audit Oversight |  | \$79,600              |  |
| Expenses                                   |  | Included              |  |
|  |  | <b>TOTAL \$79,600</b> |  |

*Payments are due within thirty (30) days of submission of NV5's statement of services.*

#### **Option B – Comprehensive Services**

We have also developed a pricing proposal for comprehensive services. This includes the scope of services offered in Phase 1, but also Phases 2, and 3. Our expertise and guidance throughout the term of the project will protect your investment and our services can be incorporated into the project cost and paid for by the savings, at no out-of-pocket cost to the City.



If you have any questions as to how this can be structured, please don't hesitate to reach out.

| SERVICES  | FEES         |
|---|--------------|
| <b>Comprehensive Services</b>   |              |
| Phase 1 – Investment Grade Audit Oversight  | Included     |
| Phase 2 – Construction & Project Close-out Services   | Included     |
| Phase 3 – Performance Period Services (Year 1-3)  | Included     |
| Phase 3 – Performance Period Services (Years 4-20)  | Not Included |
| Expenses  | Included     |
| The greater of <b>2.5% of Total Project Cost</b> or <b>Minimum \$250,000</b> . Whichever is larger. |              |

Payments are due within thirty (30) days of submission of NV5's invoices. NV5 will submit invoices in accordance with the following schedule:

- 20% upon Approval of PACT between Trane & the City.
- 60% to be billed in accordance with percent complete of construction.
- 20% Upon Completion of Year 1 review of Measurement & Verification Report and Issuance of an Executive Summary of Findings

**In the event the project does not move forward to construction in a timely manner, NV5 shall have sole determination as to whether to submit a pro-rated invoice for our services. This invoice shall not exceed \$59,700. Payment is due within thirty (30) days of submission of invoice.**

The hours and fees we have estimated are based on us receiving the full amount of information requested, in the format requested, in a timely manner. Otherwise, we reserve the right to adjust our fees accordingly.

Payment for work will not be withheld by Client due to the lack of an executed proposal or contract. NV5 shall have the right to withhold any and all deliverables until Client is made current on its payments and shall be entitled to any collection costs and attorney's fees in connection with any outstanding payment amount.

#### Authorization

All services will be conducted in accordance with this Proposal and the attached terms and conditions. To initiate services, please complete and return the attached "Proposal Acceptance Agreement" form. Our Proposal will remain valid for acceptance for up to 90-days from the date of this Proposal. Upon which, we reserve the right to modify the Proposal, scope and fees.

We appreciate the opportunity to be of service to you.

Sincerely,



Aldo Mazzaferro PE, CEM, CEA  
Executive Director of Business Development  
NV5 Energy Efficiency Services

## STANDARD TERMS AND CONDITIONS

1. J.B.A. Consulting Engineers Inc. dba NV5 (hereinafter "NV5") will provide services for the Project as defined in the attached proposal. NV5 shall not have any duties or responsibilities for any other part of the Project. The attached proposal and these terms and conditions together shall be referred to as the "Agreement."
2. NV5 shall not be responsible for the acts or omissions of the Client, Client's other consultants, Contractor, subcontractors, their agents or employees, or other persons performing any other portion of the Project.
3. NV5 shall recommend to Client that appropriate investigations, surveys, tests, analyses and reports be obtained as necessary for the proper execution of NV5's services.
4. Additional Services of NV5, not specifically included as part of the Scope of Services defined in the attached proposal, and compensation for requested Additional Services, shall be mutually agreed upon in writing by the Client and NV5 prior to commencement of such Additional Services.
5. NV5 shall perform services in a manner consistent with the level of care and skill ordinarily exercised by members of NV5's profession currently practicing in the same locality under similar conditions.
6. Consistent with NV5's standard of care, NV5's services shall comply to applicable laws, rules, codes, regulations and orders of applicable governmental or public authority having jurisdiction over the Project in force at time of issuance of the Construction Documents for building permit. Furthermore, Client and NV5 are aware that many factors outside NV5's control may affect NV5's ability to complete the services to be provided under this Agreement. NV5 will perform these services with reasonable diligence and expediency consistent with sound professional practices. NV5 shall not be responsible for the methods, means or sequencing of any contractors or any construction work related to the Project.
7. Irrespective of any other provision in any Agreement, nothing contained herein shall be construed:
  - a. to constitute a guarantee, warranty or assurance, either express or implied, that NV5's services will yield or accomplish a perfect outcome for the Project; or
  - b. to obligate NV5 to exercise professional skill or judgment greater than that which can reasonably be expected from other consultants under similar conditions; or
  - c. as an assumption by NV5 of the liability of any other party.
8. On NV5's request, if reasonably necessary for the performance of NV5's services, the Client shall furnish services of other consultants, information, surveys and reports required by law or the Construction Documents. The services, information, surveys, and reports requested shall be furnished at no expense to NV5 and NV5 shall be entitled to rely upon the accuracy and completeness thereof.
9. NV5 shall procure and maintain the following insurance on this Project: (1) Worker's Compensation at statutory limits; (2) Commercial General Liability at \$1M each occurrence / \$1M general aggregate; (3) Excess or Umbrella Liability at \$1M each occurrence and \$2M general aggregate; (4) Professional Liability at \$500,000 each claim and \$500,000 annual aggregate. NV5 shall deliver to Client a certificate of insurance (ACORD form) evidencing this coverage.

10. Instruments of Service
  - a. Drawings, specifications, and other documents, including those in electronic form, prepared by NV5 are Instruments of Service for use solely with respect to this Project. NV5 shall be deemed the author and owner of NV5's Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
  - b. Upon execution of this Agreement NV5 grants to Client a nonexclusive license to reproduce NV5's Instruments of Service for purposes of designing, administering, using and maintaining the Project, providing the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Such license shall permit the Client to include NV5's Instruments of Service in a similar nonexclusive license to an Owner in a Prime Agreement, authorizing an Owner or an Owner's contractors or consultants to reproduce applicable portions of NV5's Instruments of Service solely for the purposes of constructing, using and maintaining this Project. Any termination of this Agreement prior to completion of the Project shall terminate this license.
  - c. Except for the license granted above, no other license or right shall be deemed granted or implied. Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of NV5.
  - d. Client shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless Client obtains the prior written agreement of NV5. Any unauthorized use, reuse or modifications of the Instruments of Service shall be at the Client's sole risk and without liability to NV5, and Client agrees to defend, indemnify and hold harmless NV5 from all claims and damages arising out of or purported to arise out of the use, reuse, or modification of the Instruments of Service.
11. Waiver of Consequential Damages - Neither NV5 nor the Client, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other for, or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to reputation or any other consequential damages either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.
12. Sole Corporate Remedy - It is intended by the parties to this Agreement that NV5's services in connection with the Project shall not subject NV5's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NV5 and not against any of the individual shareholders, officers, directors, members, managers or employees.
13. Limitation of Liability - In recognition of the relative risks and benefits of the Project to both the Client and NV5 relating to NV5's provision of services in accordance with this Agreement, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of NV5 for any and all claims, losses, costs, damage of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, regardless of theories of liability or causes of action, so that the total aggregate liability of NV5 to the Client shall not exceed the sum of \$50,000 or NV5's fee for the Project, whichever is less.
14. Payment - NV5 shall invoice Client monthly for services rendered and for Reimbursable Expenses, and Client shall make payment within thirty (30) days of submission of respective invoice(s). No deductions shall be made from NV5's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which NV5 has been adjudged to be liable. Client agrees that NV5 shall be entitled to reasonable attorney's fees and costs of collection in addition to any unpaid amounts due and owing to NV5 under this Agreement.
15. Termination - This Agreement may be terminated by the Client upon not less than seven (7) days' written notice to NV5 for the Client's convenience and without cause. This Agreement may be terminated by either party upon not

less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In addition, if the Client fails to make payments when due or otherwise is in breach of this Agreement, NV5 may, at its option, terminate this Agreement for material breach or suspend performance of services upon five (5) calendar days' notice to the Client. NV5 shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client under a suspension, NV5 shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension. If the Client still fails to make payment or otherwise cure the breach following a suspension of services, NV5 may terminate this Agreement upon an additional seven (7) days' notice.

16. The Client shall not transfer, subject, or assign the rights under or interest in this Agreement (including but not limited to payments that are due or that may be due) to any other party without the prior written consent of NV5.
17. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or NV5.
18. NV5 shall have the right to include photographic or artistic representations of the Project among NV5's promotional and professional materials, including but not limited to its website and tradeshow booths. NV5 shall be given reasonable access to the completed Project to make such representations. NV5's materials shall not include the Client's or Owner's confidential or proprietary information if the Client has previously advised NV5 in writing of the specific information considered by the Client or Owner to be confidential or proprietary.
19. Dispute Resolution - The parties agree to first try in good faith to settle any dispute arising out of or related to this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or by civil litigation.
20. This Agreement shall be venued in Hartford County, CT and otherwise governed by the law of the State of Connecticut.
21. This Agreement represents the entire and integrated agreement between Client and NV5 and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by written instrument signed by both Client and NV5. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and NV5.
22. By executing this Agreement both parties acknowledge and agree that this Agreement has been freely negotiated by both parties, and that, in any dispute over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no presumption whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

**2024 HOURLY RATE SCHEDULE - Effective January 1, 2024**

| Labor Category            | 2024  |
|---------------------------|-------|
| Intern                    | \$81  |
| Project Coordinator I     | \$96  |
| Associate Engineer        | \$129 |
| Engineer I                | \$145 |
| Engineer II               | \$163 |
| Engineer III              | \$195 |
| Associate Project Manager | \$211 |
| Project Manager           | \$233 |
| Senior Project Manager    | \$271 |
| Program Manager           | \$281 |
| Director                  | \$291 |
| Executive Director        | \$312 |
| Principal                 | \$324 |

\*\* The above rates are applicable to the 2024 calendar year. Rates may be adjusted for escalation beyond 2024.

## PROPOSAL ACCEPTANCE AGREEMENT

**Description of Services:** IGA Oversight Services (OPTION A)

**Project Name:** City of Augusta, GA - ESPC

**Project Location:** Augusta, GA

**Proposal No.:** P63024-0002472.00

**Proposal Date:** March 13, 2024

## APPROVAL & PAYMENT OF CHARGES

*Invoices will be charged and mailed to the account of:*

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

## PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

**PAYMENT TERMS:** Payments are due within thirty (30) days of submission of NV5's statement of services.

*Please remit payments to: P.O. Box 74008680, Chicago, IL 60674-8680*

## PROPERTY OWNER IDENTIFICATION (If other than above)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

This Proposal Acceptance Agreement, the Scope of Services outlined in the proposal, Schedule of Fees, and Standard Terms and Conditions constitute the entire agreement between the Client and NV5 and supersede all prior written or oral understandings.

## PROPOSAL ACCEPTANCE AGREEMENT

**Description of Services:** Comprehensive ESPC Oversight Services (OPTION B)

**Project Name:** City of Augusta, GA - ESPC

**Project Location:** Augusta, GA

**Proposal No.:** P63024-0002472.00

**Proposal Date:** March 13, 2024

## APPROVAL & PAYMENT OF CHARGES

*Invoices will be charged and mailed to the account of:*

Client: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

## PROPOSAL ACCEPTED BY:

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE: \_\_\_\_\_

DATE ACCEPTED: \_\_\_\_\_

**PAYMENT TERMS:** Payments are due within thirty (30) days of submission of NV5's invoices in accordance with the schedule presented above.

*Please remit payments to: P.O. Box 74008680, Chicago, IL 60674-8680*

## PROPERTY OWNER IDENTIFICATION (If other than above)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

This Proposal Acceptance Agreement, the Scope of Services outlined in the proposal, Schedule of Fees, and Standard Terms and Conditions constitute the entire agreement between the Client and NV5 and supersede all prior written or oral understandings.



## Commission Meeting

March 19, 2024

### AO CSD Trane Phase II

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|                          |  |
|--------------------------|--|
| <b>Department:</b>       | Central Services Department  |
| <b>Presenter:</b>        | Ron Lampkin  |
| <b>Caption:</b>          | Approve Phase 2 Audit of City-County Buildings by TRANE as it Relates to the Augusta-Richmond County Energy Savings PACT Project. In addition, approve payment of \$398,00.00 to TRANE for Phase 2 audit.  |
| <b>Background:</b>       | A request for qualifications was sent out on March 20, 2018 to furnish services designed to reduce energy consumption and operational cost. This bid was awarded to TRANE and a contract was signed on February 28, 2022, to begin construction on the findings of the first audit. As construction of Phase 1 nears completion we are looking to go into move into Phase 2 to take advantage of the tax credits that are being offered by the Clean Energy Tax Provisions in the Inflation Reduction Act. The cost of the Phase 2 audit will be \$398,000.00 to be paid to TRANE only if we do not move into the construction phase 2. Should Augusta and TRANE enter into agreement within 90 days of the Final Proposal the cost of the detailed audit will be included as part of the overall project. |
| <b>Analysis:</b>         | This is to authorize TRANE to proceed with a second detailed audit necessary to verify the data presented in the Request for Qualifications 18-164 dated March 20, 2018. The audit is intended to produce a second construction phase related to the PACT Agreement – Furnishing Services Designed to Reduce Energy Consumption and Operational Cost TRANE contract No. G200062, dated February 28, 2022. The detailed audit is estimated to take up to 6 months to complete from the date of TRANE's acceptance letter of commitment. TRANE and Augusta will enter into agreement within 90 days of the Final Proposal. In this event, the cost of the Detailed Audit will be included as part of the overall project.  |
| <b>Financial Impact:</b> | Funds are available in SPLOST 8 to cover the cost of the audit.  |
| <b>Alternatives:</b>     | Do not approve the Phase 2 audit and conclude the project once construction is done in Phase 1 and not take advantage of the Clean Energy Tax Provisions that remain in place until end of 2024.   |
| <b>Recommendation:</b>   | Approve Phase 2 Audit of City-County Buildings by TRANE as it Relates to the Augusta-Richmond County Energy Savings PACT Project. In addition, approve payment of \$398,00.00 to TRANE for Phase 2 audit.  |



Funds are available in SPLOST 8  
the following accounts:

**REVIEWED AND** N/A  
**APPROVED BY:**



**Augusta Richmond County Government**

March \_\_\_\_, 2024

Trane  
Augusta Trane Office  
804 Trane Road  
Augusta, GA 30909

Attn: Brad Mason

Trane is authorized to proceed with a second detailed audit necessary to verify the data presented in the Request for Qualifications 18-1 64 dated March 20, 2018. The audit is intended to produce a second construction phase related to project "PACT Agreement - Furnishing Services Designed to Reduce Energy Consumption and Operational Costs Trane Contract No. G200062," contract dated February 28<sup>th</sup>, 2022. The detailed audit is estimated to take up to 6 months to complete from the date of Trane's acceptance of this Letter of Commitment.

In the event that Trane and Augusta, Georgia ("the City") enter into an Agreement within 90 days of the Final Proposal, the cost of the Detailed Audit will be included as part of the overall project.

In the event that the City does not enter into an Agreement within 90 days of the Final Proposal, the City will compensate Trane for the cost of the Detailed Audit provided that the Detailed Audit Report contains a package of energy and water saving measures with sufficient savings to fund the costs and fees associated with the project. Should the Trane determine at any time during the Detailed Audit that savings cannot be achieved to meet these requirements, Trane must provide written notice to the City and the City shall have no obligation to compensate Trane for the cost of the Detailed Audit.

In order for Trane to perform the Detailed Audit, Augusta, Georgia agrees to provide to Trane the following:

- Utility bills (i.e. electricity, gas, water) for the most recent 36 months and building information required to conduct the study;
- Historical records for maintenance cost;
- Access to the buildings and to facility and management personnel, and key decision makers, to enable Trane to better understand the facility operations and organizational goals that will help Trane optimize the effectiveness of the proposed project, as required to conduct the study; and .
- A scheduled time and location for a meeting for presentation of Trane's final proposal. All parties that will be involved in the decision-making process to proceed with a PACT Agreement will attend this meeting.

In an effort to collaborate on the development of Trane's Detailed Audit, Trane shall submit interim deliverables as follows. Upon receipt of each, the City and/or its 3<sup>rd</sup> Party Technical Advisor shall review and provide comments/questions/feedback within 10 business days:

- 30% Submission shall include:
  - Baseline analysis of energy and water cost and consumption data by facility inclusive of utility rate structures. Identify baseline years cost & consumption assumptions with explanation of how it was established.
  - Preliminary List of Potential Energy Conservation Measures identifying which measures appear likely to be cost effective and therefore warrant further analysis.
- 60% Submission shall include:
  - Provide further estimates of the costs, savings, and benefits of each proposed measure. Document assumptions, projections, and existing and proposed conditions to accurately reflect the true value of energy and/or operational savings.

- Establish escalation rates established by the DOE's energy Escalation Rate Calculator (EERC),
  - Draft plans for Measurement & Verification, Commissioning, and Operations & Maintenance
  - Sample Cash Flow ProForma
- 90% Submission shall be a draft of the final Detailed Audit report inclusive of changes agreed upon during the review of the 30% and 60% submissions.
- 100% Submission shall be the final Detailed Audit report.

The Detailed Audit Report shall include:

- Executive Summary
- Description of the Facility's Existing Conditions
- Summary Table presenting each measure and the project as a whole the total costs for each measure, annual maintenance costs/savings, first year cost avoidance (in dollars & energy units), simple payback, and equipment service life.
- Baseline Analysis - Summary of annual energy and water use and costs of the audited buildings.
- Summary Description of Measures inclusive of costs/savings, existing versus proposed conditions, calculation methodologies, scope descriptions, exclusions from the scope, etc.
- Project costs shall be presented for each measure detailing hard costs, engineering, commissioning, overhead/profit, and other project-related costs, such as on-going measurement & verification and maintenance services.
- Available rebates and incentives, tax credits, and other project benefits for each measure.
- Measurement & Verification Plan following the International Performance Measurement & Verification Protocol.
- Commissioning Plan for the proposed ECMs
- Operations & Maintenance Plan for the Proposed ECMs
- Risk, Responsibility, and Performance Matrix in the format developed by the Department of Energy
- Conclusions & Recommendations

Trane's Detailed Audit shall include, but not be limited to, investigating the following Energy Conservation Measures (ECM's):

- Lighting Upgrades - interior and exterior
- Humidity and/or indoor air quality improvements
- Automation upgrades for temperature and lighting control
- HVAC equipment upgrades
- Solar thermal and solar PV applications
- IT infrastructure energy saving technology
- Water efficiency upgrades
- Building envelope upgrades
- Occupancy sensor technology
- Plug load management technology
- Roofing upgrades

In addition to the above, Trane's Detailed Audit will also include the following:

- Open Book & Transparent Pricing of each ECM will be presented by Trane as the General Contractor
- Savings and/or efficiencies developed will be presented individually by ECM. All calculations are subject to review by the City and their 3<sup>rd</sup> Party Technical Advisor. For manual calculations and/or



Ron Lampkin, Director  
Facilities Division  
(706) 821-2426 Phone

Item 26.

computer simulations, Trane shall disclose essential data, inputs, assumptions, formulas, models, and calculation methodologies. Savings models shall not be considered proprietary at any time.

- Monthly progress meetings to be held in-person, as well as associated reports to be communicated electronically to Executive Leadership (as determined by ARC)
- Executive summary on final audit report issued to Executive Leadership (as determined by ARC)

The facilities and sites to be included in this Detailed Audit are attached.

As revised, Augusta, Georgia will pay a fee of \$398,000.00 to Trane for services rendered and time invested in the Detailed Audit of City-County buildings. This fee will only be billed if we do not enter into an Agreement with Trane within the 90-day period after the Detailed Audit is complete. We will pay the fee to Trane within 30 days of the date of Trane's invoice. In the case where Trane materially breaches the terms and conditions of this agreement, then Augusta, Georgia will not be obligated to pay the fee for the Detailed Audit.

Sincerely,

**Our Augusta Richmond County Government**

**Acceptance by Trane**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

**Brad Mason**

Its: \_\_\_\_\_

Its: Complex Solutions Sales Leader

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_



Ron Lampkin, Director  
Facilities Division  
(706) 821-2426 Phone

Item 26.

|    | Building   | Address |                               |
|----|--|---------|-------------------------------|
| 1  | Augusta Animal Services                                      | 4164    | Mack Ln.                      |
| 2  | Augusta Aquatics Center                                      | 3157    | Damascus Rd.                  |
| 3  | Augusta Fire Department Training Center                      | 3117    | Deans Bridge Rd.              |
| 4  | Augusta Regional Airport                                     | 1501    | Aviation Way                  |
| 5  | Augusta - Richmond County Public Library                     | 823     | Telfair St.                   |
| 6  | Augusta - Richmond County Sheriff's Office                   | 400     | Walton Way, Augusta, GA 30901 |
| 7  | Augusta - Richmond County Judicial Center                    | 735     | James Brown Blvd.             |
| 8  | Augusta - Richmond County Facilities and Maintenance         | 2760    | Peach Orchard Rd.             |
| 9  | Augusta - Richmond County DFCS                               | 520     | Fenwick St.                   |
| 10 | Augusta Mixed Use  | 1803    | Marvin Griffin Rd.            |
| 11 | Augusta Soccer Park - Sue Reynolds                           | 1345    | Community Park Rd.            |
| 12 | Bernie Ward Community Center                                 | 1941    | Lumpkin Rd.                   |
| 13 | Charles B Webster Detention Center                           | 1941    | Phinizy Rd.                   |
| 14 | Diamond Lakes Library and Robert Howard Community Center     | 101     | Diamon Lakes Way              |
| 15 | Diamond Lakes Regional Park                                  | 4335    | Windsor Spring Rd.            |
| 16 | Diamond Lakes Tennis Center                                  | 4335    | Windsor Spring Rd.            |
| 17 | Eisenhower Park  | 1488    | Eisenhower Dr.                |
| 18 | Friedman Branch Library                                      | 1447    | Jackson Rd.                   |
| 19 | Fire Station 1   | 1       | Broad St.                     |
| 20 | Fire Station 4   | 1866    | Ellis St.                     |
| 21 | Fire Station 5   | 1898    | Martin Luther King Blvd.      |
| 22 | Fire Station 6   | 2618    | Richmond Hill Rd.             |
| 23 | Fire Station 7   | 2917    | Willis Foreman                |
| 24 | Fire Station 8   | 1898    | Highland Ave.                 |
| 25 | Fire Station 9   | 3507    | Walton Way Ext.               |
| 26 | Fire Station 10  | 1056    | Alexander Dr.                 |
| 27 | Fire Station 11  | 2243    | Old Savannah Rd.              |
| 28 | Fire Station 12  | 1151    | Hephzibah-McBean Rd.          |
| 29 | Fire Station 13  | 2619    | Lumpkin Rd.                   |
| 30 | Fire Station 14  | 3507    | GA Highway 88                 |
| 31 | Fire Station 15  | 1420    | Flowing Wells Rd.             |
| 32 | Fire Station 16  | 3446    | Old Louisville Rd.            |
| 33 | Fire Station 17  | 3705    | Old Waynesboro Rd.            |
| 34 | Fire Station 18  | 4185    | Windsor Spring Rd.            |
| 35 | Fire Station 19  | 1600    | Brown Rd.                     |
| 36 | Hickman Park / Imagination Station                           | 965     | Hickman Rd.                   |
| 37 | Housing and Community Development Building                   | 1803    | Marvin Griffin Rd             |
| 38 | Information Technology                                       | 535     | Telfair Sr.                   |
| 39 | Lake Olmstead Park and Casino                                | 2200    | Broad St.                     |
| 40 | May Park Community Center                                    | 622     | 4th St.                       |
| 41 | Maxwell Branch Library                                       | 1927    | Lumpkin Rd.                   |
| 42 | McDuffie Community Center                                    | 3431    | Old McDuffie Rd.              |
| 43 | Messerly Wastewater Treatment Plant                          | 1820    | Doug Bernard Pkwy.            |
| 44 | Office of the Public Defender                                | 902     | Greene St.                    |
| 45 | Richmond County Sheriff's Training Center                    | 2092    | Greenland Rd.                 |
| 46 | Richmond County Municipal Solid Waste Landfill Main Building | 4330    | Deans Bridge Rd.              |
| 47 | Special Ops Precinct   | 3425    | Mike Padgett Hwy.             |
| 48 | 911 Call Center  | 911     | 4th St.                       |



# Phase 2 Opportunity

Augusta Richmond County

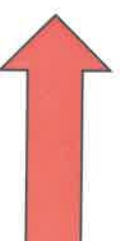
January, 2024

TRANE  
TECHNOLOGIES



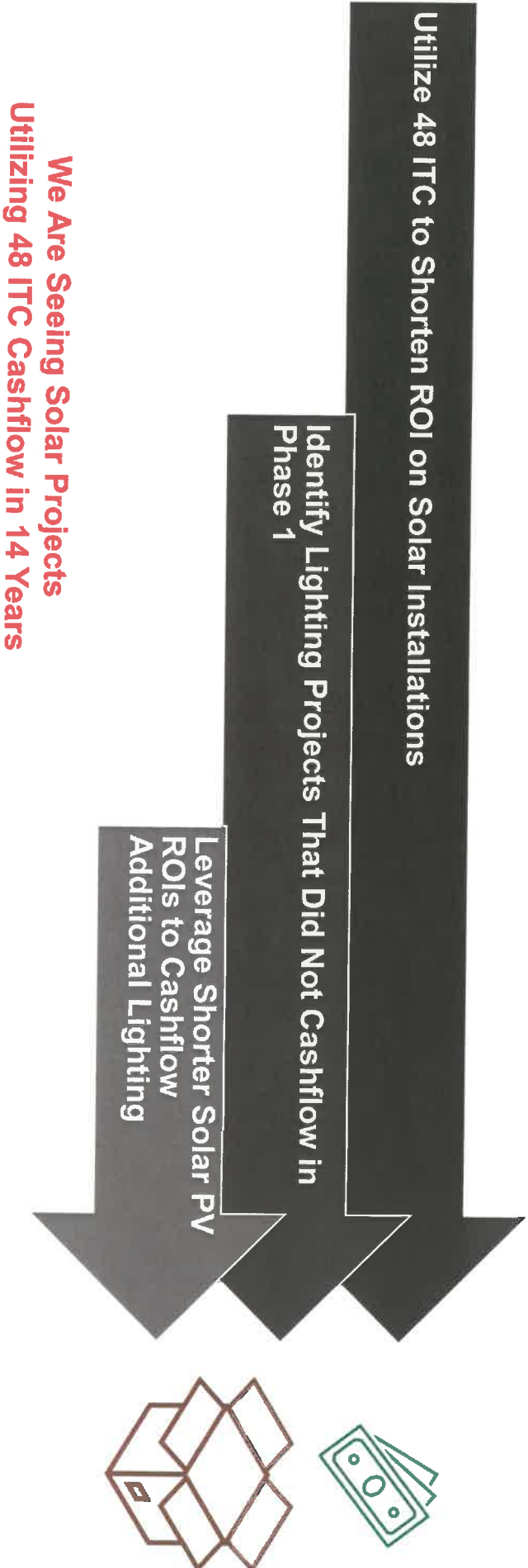
## Section 48 ITC

- Investment Tax Credit for “Energy Property”
  - Solar PV is Eligible
- **ARC Could Receive Up to 40% Tax Credit**
  - 6% Base Credit
  - 5X Multiplier for Meeting Prevailing Wages and Apprenticeship Labor
  - +10% Domestic Content
- Direct Payment for Tax-Exempt Agencies
- Facilities Beginning Construction Before 1/1/2025



[Clean Energy Tax Provisions in the Inflation Reduction Act | Clean Energy | The White House](#)

## Phase 2 Opportunity



**We Are Seeing Solar Projects**

**Utilizing 48 ITC Cashflow in 14 Years**





## Solar PV Opportunity

- Initial evaluation of (3) sites:
  - Messerly WWTP
  - Webster Detention Center
  - Animal Services
- Behind the meter configuration
- **2.2 MW Solar PV**
  - Over 10X Phase 1 size
- **\$256,000** per year in savings



# Potential Lighting Upgrades

## Interior Lighting

- **Augusta Regional Airport**
- Fire Station 14
- Fire Station 15
- Fleming Athletic Office
- Sue Reynolds Park

## Exterior Lighting

- **Augusta Regional Airport**
- Animal Services Center
- Fire Station 14
- Fire Station 15
- Hickman Park
- Sue Reynolds Park

## Sports Lighting

- Eisenhower Complex & Park
- Sue Reynolds Park
- May Park Community Center
- Richmond County Sheriff Training Center

**Up to an additional \$130,000/year  
in energy savings**



## HVAC Upgrades

- Replace critical failing AHUs
- Includes full **audit of ALL HVAC** systems and components
- Webster Detention Center
  - Replace (3) Large AHUs
  - Replace (16) Blower Coils



Sample Proforma

- Capitalize on IRA Solar Tax Credits
- Prioritize Webster Detention Center HVAC upgrades
- \$3.5 MM in customer downpayment required to offset Webster Upgrades
- **\$385k per year in energy savings**



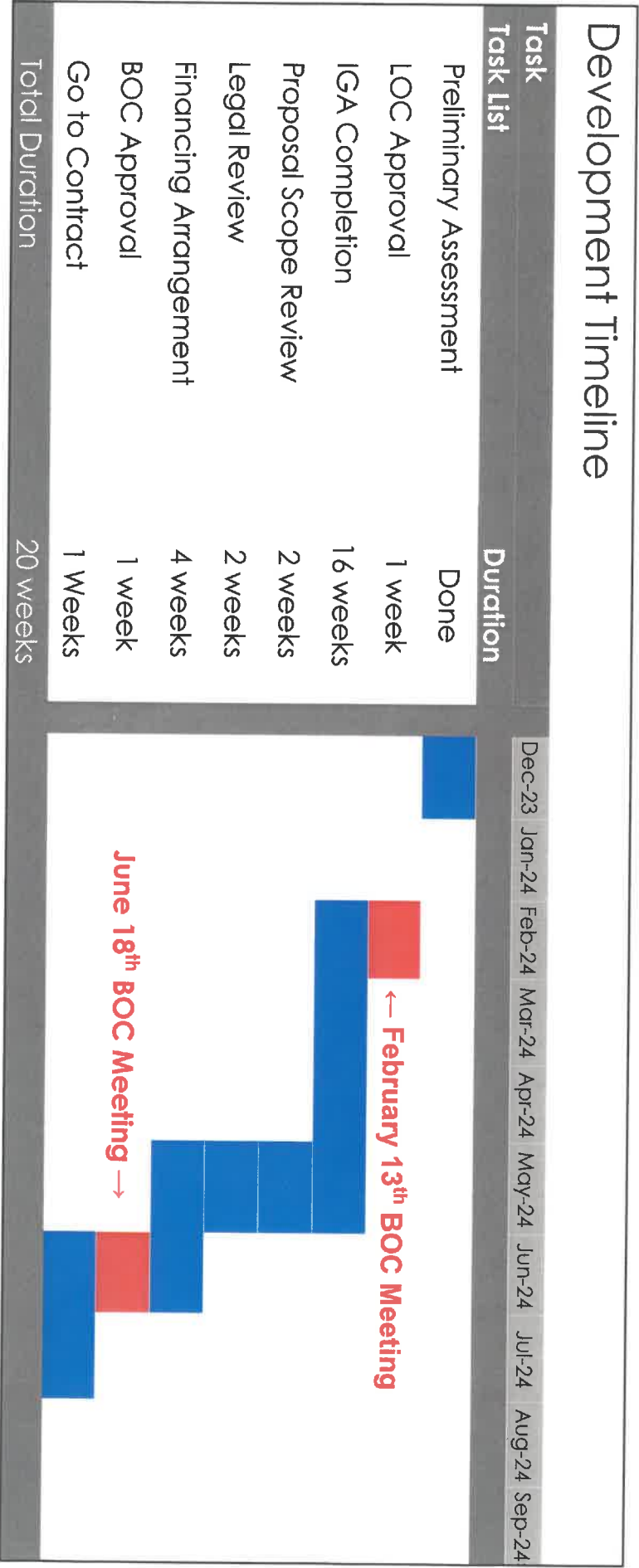
|                           | Opportunity      |
|---------------------------|------------------|
| HVAC (WEBSTER)            | <u>\$3.5 MM</u>  |
| CONTROLS                  | \$0.0 MM         |
| LIGHTING UPGRADES         | \$3.4 MM         |
| SOLAR PV INSTALLATION     | \$7.5 MM         |
| TOTAL CAPITAL PROJECT     | <b>\$14.4 MM</b> |
| POTENTIAL TAX CREDIT      | <b>\$3.0 MM</b>  |
| NET CAPITAL PROJECT VALUE | <b>\$11.4 MM</b> |

The financials presented here are preliminary in nature and do not constitute a guarantee by Trane, expressed or implied.

# Next Steps

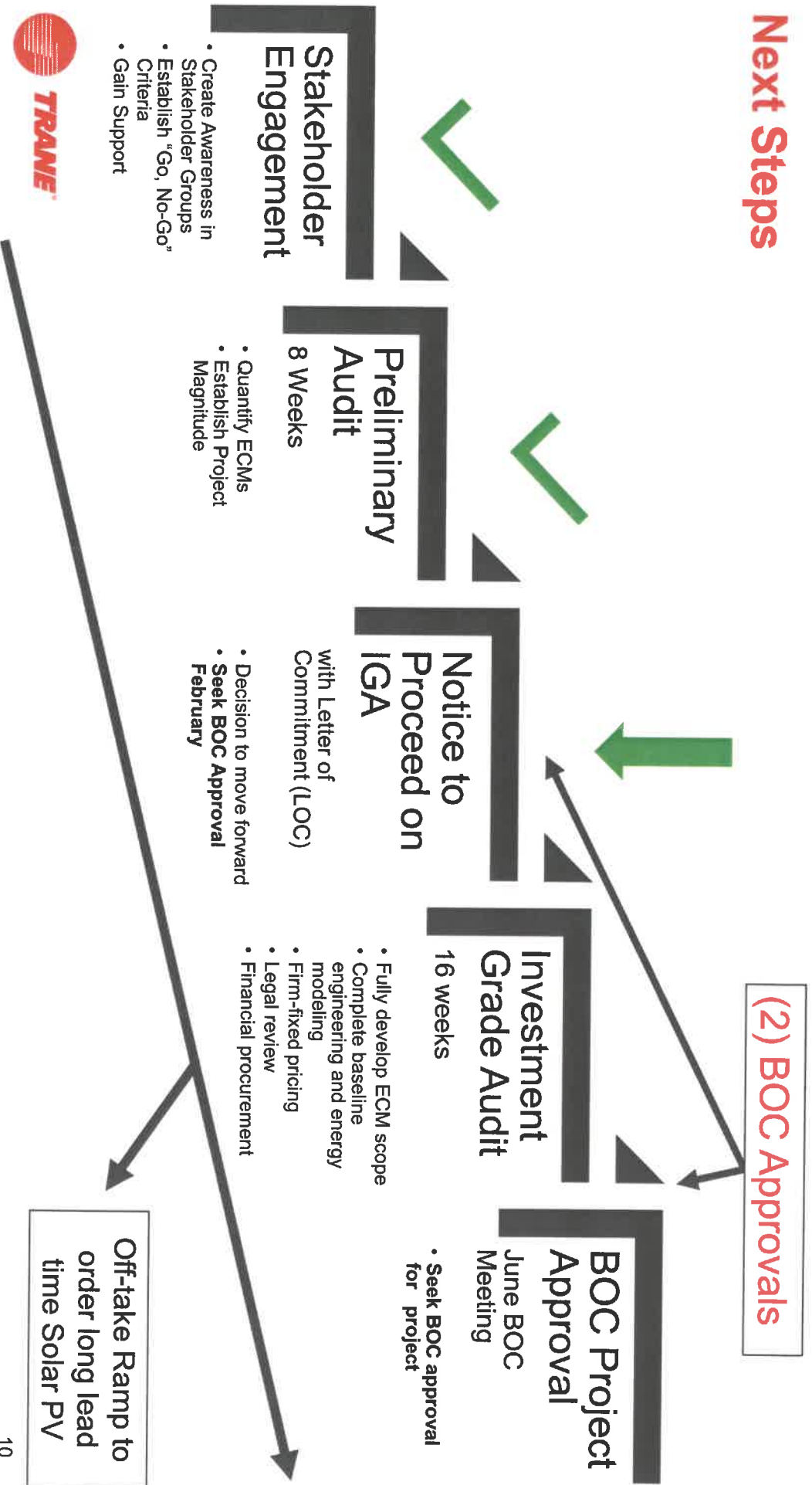


# Development Timeline





## Next Steps





## Commission Meeting

March 19, 2024

### Right-of-Way Maintenance Schedule 2024

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|   |  |
|---|--|
| <b>Department:</b>                                    | N/A  |
| <b>Presenter:</b>                                     | N/A  |
| <b>Caption:</b>                                       | Update on right of way maintenance schedule for 2024 ( <b>Requested by Commissioner Jordan Johnson</b> ) |
| <b>Background:</b>                                    | N/A  |
| <b>Analysis:</b>                                      | N/A  |
| <b>Financial Impact:</b>                              | N/A  |
| <b>Alternatives:</b>                                  | N/A  |
| <b>Recommendation:</b>                                | N/A  |
| <b>Funds are available in the following accounts:</b> | N/A  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A  |



**Lena Bonner**

---

**From:** Commissioner Jordan Johnson  
**Sent:** Tuesday, March 12, 2024 12:45 PM  
**To:** Lena Bonner  
**Cc:** Natasha L. McFarley  
**Subject:** Agenda Request

Hi Ms. Bonner

Please add to next week's commission agenda:

"update on right of way maintenance schedule for 2024"

Thank you,

Jordan Johnson

Augusta Commission, District 1

Finance Committee - Chair

Administrative Services - Member

Downtown Development Authority - Ex-Officio

Liasion to the Richmond County School System

706-564-9356

augustaga.gov

*"Speak up for those who cannot speak for themselves, for the rights of all who are destitute. Speak up and judge fairly; defend the rights of the poor and needy."*  
*- Proverbs 31:8-9*

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AED:104.1



## Commission Meeting

March 19, 2024

### AO EESD WM Contract Extension 2

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|   |   |
|---|---|
| <b>Department:</b>                                    | Office of the Administrator   |
| <b>Presenter:</b>                                     | Takiyah A. Douse, Interim Administrator   |
| <b>Caption:</b>                                       | Motion to <b>approve</b> the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month. (Referred from February 27 Engineering Services Committee) ( <b>No recommendation from Engineering Services Committee March 12, 2024</b> ) |
| <b>Background:</b>                                    | N/A   |
| <b>Analysis:</b>                                      | N/A   |
| <b>Financial Impact:</b>                              | N/A   |
| <b>Alternatives:</b>                                  | N/A   |
| <b>Recommendation:</b>                                | Approve the Administrator's recommendation to extend the residential solid waste and recyclables collection second transition agreement between Augusta, Georgia, and Georgia Waste Systems, LLC from July 1, 2024, to December 31, 2025, for \$21.86 per house, per month.   |
| <b>Funds are available in the following accounts:</b> | N/A   |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A   |

**RESIDENTIAL SOLID WASTE AND RECYCLABLES COLLECTION  
SECOND EXTENSION AGREEMENT BETWEEN  
AUGUSTA, GEORGIA AND  
GEORGIA WASTE SYSTEMS, LLC**

This **Second Extension Agreement** is entered into as of \_\_\_\_\_, 2024 between Augusta Georgia, a political subdivision of the state of Georgia (hereinafter “Augusta”) and Georgia Waste Systems, LLC, successor in interest to Advanced Disposal Services Augusta, LLC (“Contractor”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH

**WHEREAS**, the Parties entered into that certain Agreement for Solid Waste and Recyclables Collection dated August 7, 2012, as previously amended in the First Amendment dated October 20, 2020 (collectively “the Agreement”);

**WHEREAS**, the Parties entered into an agreement on October 3<sup>rd</sup>, 2023, to extend the Agreement for a period of up to six (6) months to terminate on June 30, 2024 (“Termination Date”);

**WHEREAS**, the Parties now desire to extend the Agreement for another period of eighteen (18) months beyond the Termination Date, as well as amend certain other terms of the Agreement as set forth below, in order to ensure continuity of services to Augusta citizens.

**WHEREAS**, the Parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Agreement, then notwithstanding any term in the Agreement, the following terms and conditions govern and control the rights and obligations of the Parties.

**NOW THEREFORE**, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby agree to amend the Agreement as follows:

1. The Term of the Agreement is hereby extended for an additional eighteen (18) months beginning July 1, 2024 and terminating December 31, 2025 (hereinafter the “Second Transition Period”).

2. Extension Compensation. Augusta agrees to pay Contractor an *additional* \$2.56 per home, per month, increase during the Second Transition Period. For clarity, the new rate during the Second Transition Period shall be \$21.86 per home per month.
3. Damages/Fines. Augusta agrees to eliminate all Damages or Fines against Contractor during the Second Transition Period.
4. Except as set forth herein, all terms and conditions contained in the Agreement shall remain in full force and effect and be binding upon the Parties thereto.
5. This Second Extension Agreement is hereby incorporated into the Agreement and made a part thereof. Together, the Agreement, any Amendments, and any Extension Agreements contain the entire agreement between the Parties as to the matters contained therein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**AUGUSTA, GEORGIA**

By: \_\_\_\_\_

\_\_\_\_\_  
Attest

Its: \_\_\_\_\_

**GEORGIA WASTE SYSTEMS, LLC**

By: \_\_\_\_\_

\_\_\_\_\_  
Attest

Print Name: \_\_\_\_\_



## Commission Meeting

March 19, 2024

### AO Wheeler Road Correction

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|   |  |
|---|--|
| <b>Department:</b>                                    | Office of the Administrator  |
| <b>Presenter:</b>                                     |  |
| <b>Caption:</b>                                       | Motion to authorize condemnation to acquire a portion of property, for federal highway funded and GDOT administered, Wheeler Road right of way and permanent easement (Parcel 030-0-008-02-0) 3744 Wheeler Road. |
| <b>Background:</b>                                    | On Tuesday, March 12, 2024, the motion stated on the floor included the incorrect address.   |
| <b>Analysis:</b>                                      | N/A  |
| <b>Financial Impact:</b>                              | N/A  |
| <b>Alternatives:</b>                                  | N/A  |
| <b>Recommendation:</b>                                | N/A  |
| <b>Funds are available in the following accounts:</b> | N/A  |
| <b><u>REVIEWED AND APPROVED BY:</u></b>               | N/A  |



## Commission Meeting

March 19, 2024

Affidavit

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**Department:** N/A

**Presenter:** N/A

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

**Background:** N/A

**Analysis:** N/A

**Financial Impact:** N/A

**Alternatives:** N/A

**Recommendation:** N/A

**Funds are available in the following accounts:** N/A

**REVIEWED AND APPROVED BY:** N/A