

COMMISSION MEETING AGENDA

Commission Chamber Tuesday, April 18, 2023 2:00 PM

INVOCATION

Lead Pastor Wesley Weatherford, Oasis Church at Hephzibah

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA RECOGNITION(S)

A. Congratulations!!! 2023 March Years of Service (YOS) 25-50 year recipents.

DELEGATION(S)

- **B. Mr. Kevin Delaigle** in support of a forensic audit of Augusta-Richmond County Departments.
- C. Ms. Patricia Geter requesting a community center within walking distance of the Elderberry Subdivision.
- **D.** Mr. Chris Vega requesting funding for a "For Profit Miniature Golf Course".
- **E. Ms. Leila Mitchell** regarding unsafe conditions on Teakwood Court in Farrington Subdivision
- **F. Ms. Josephine Clanton** requesting fencing around the outskirts of the new school construction on Luke Road.
- G. Presentation from the American Heart Association for leadership support for a city health plan.

CONSENT AGENDA

(Items 1-28)

PLANNING

- 1. FINAL PLAT BROOKSTONE NORTH PHASE II S-972 A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Echols Surveying and Construction Services, on behalf of Terranova Group, requesting final plat approval for Brookstone North Ph. II located at 701 Rill Drive and containing 20 lots. DISTRICT 3
- 2. Z-23-11 A request for concurrence with the Augusta Georgia Planning Commission to DENY a petition by Hull Barnett, PC on behalf of Highway 56 Investors LLC., requesting a rezoning from zone A (Agriculture) and R-1C (One-family Residential) to zone LI (Light Industrial) affecting property containing approximately 7.11-acres located at 2522 Mike Padgett Highway. Tax Map #099-1-145-00-0. DISTRICT 2

- <u>Z-23-13</u> A request for concurrence with the Augusta Georgia Planning Commission to APPROVE a petition by Ahmed Sultan on behalf of SRE LLC requesting a rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.26-acres located at 3225 Wrightsboro Road. Tax Map #042-1-029-00-0. DISTRICT 3
- 4. Z-23-15 A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Jason Jones on behalf of Wellington Park, LLC requesting a rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.23-acres located at 1918 Central Avenue. Tax Map #045-3-090-00-0. DISTRICT 1
- 5. Z-23-16 A request for concurrence with the Augusta Georgia Planning Commission to approve a petition by Charles Dunstan on 3206 Wheeler Road, LLC requesting a rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.69-acres located at 3632 Wheeler Road. Tax Map #030-0-086-01-0.013-00-0. DISTRICT 3

PUBLIC SERVICES

- 6. Motion to **approve** tasking the Administrator to work with the department directors to develop and implement new processes to streamline the (**plan reviewers**) permit process for contractors and developers and to utilize a survey to receive suggestions for improving the process. (**Approved by Public Services Committee April 11, 2023**)
- Motion to **approve** tasking the Administrator to work with the department directors to develop and implement new processes to streamline the permit process for contractors and developers and to utilize a survey to receive suggestions for improving the process. (**Approved by Public Services Committee April 11, 2023**)
- 8. Motion to **approve** award of airfield electrical upgrade at Daniel Field Airport (Bid Item #23-150) to TCA Electrical Contractors, Inc. of Tifton, Georgia in the amount of \$1,004,490.00. (Approved by Public Services Committee April 11, 2023)
- Motion to approve the Airline Operating Agreement and Terminal Building Lease with American Airlines. Approved by the Augusta Aviation Commission on March 30, 2023. (Approved by Public Services Committee April 11, 2023)
- Motion to approve a vendor for RFP 22-296 Parks & Recreation Strategic Plan. (Approved by Public Services Committee April 11, 2023)
- 11. Motion to approve the Airline Operating Agreement and Terminal Building Lease with Delta Airlines. Approved by the Augusta Aviation Commission on March 30, 2023. (Approved by Public Services Committee April 11, 2023)

ADMINISTRATIVE SERVICES

- 12. Motion to approve submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission.(Approved by Administrative Services Committee April 11, 2023)
- 13. Motion to approve HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area. (Approved by Administrative Services Committee April 11, 2023)

- 14. Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for a low to moderate income homebuyer. (Approved by Administrative Services Committee April 11, 2023)
- Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc. to develop a single family unit for a low to moderate income homebuyer. (Approved by Administrative Services Committee April 11, 2023)
- Motion to approve quantity (1) Lead Hazard Reduction Projects. RFQ 22-188. (Approved by Administrative Services Committee April 11, 2023)
- 17. Motion to approve a change order of purchase order (440254) for the additional coating of shower door frames at Charles B. Webster Detention Center A, B, C and E Pods in the amount of \$21,600.00 to Tri Solutions, Inc.(Approved by Administrative Services Committee April 11, 2023)
- Motion to approve the motion for Augusta, Georgia to accept property as recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way to become a public road to be maintained by Augusta, Georgia.(Approved by Administrative Services Committee April 11, 2023)
- 19. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit.(Approved by Administrative Services Committee April 11, 2023)
- 20. Motion to approve HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community. (Approved by Administrative Services Committee April 11, 2023)
- 21. Motion to **approve** a change order of purchase order (23CSA032) for the change in scope of bollards height and duplex GFI receptacle in the amount of \$17,500.00 to JHC Corporation. (**Approved by Administrative Services Committee April 11, 2023**)
- 22. Motion to **approve** a change order of purchase order (440253) for monetary deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products Company, Inc.(Approved by Administrative Services Committee April 11, 2023)

ENGINEERING SERVICES

- 23. Motion to approve Award of Bid #23-137 for the parts for the Highland Ave. Water Treatment Plant Filter Modifications Phase 2 to Southern Valve & Metals, LLC. (Approved by Engineering Services Committee April 11, 2023)
- 24. Motion to approve Award of "Vacant Lots Cleaning and Cutting Services" Contract to Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for three years with an option to renew for two additional one-year terms. Also, approve not to exceed \$350,000/year to fund these contracted services. Requested by Engineering. RFP 23-113. (Approved by Engineering Services Committee April 11, 2023)

25. Motion to approve Purchase Order For AUD For MasterMeter Meter Registers From Consolidated Pipe & Supply. (Approved by Engineering Services Committee April 11, 2023)

PUBLIC SAFETY

26. Motion to approve the Mutual Aid Agreement between Augusta, Georgia and USAG Fort Gordon, GA and to authorize the Mayor to execute the appropriate documents.(Approved by Public Safety Committee April 11, 2023)

APPOINTMENTS

27. Motion to appoint Ms. Porsha Beasley to the ARC Transit Citizens Advisory Board representing District 2. (Requested by Commissioner Stacy Pulliam)

PETITIONS AND COMMUNICATIONS

28. Motion to **approve** the minutes of the regular meeting of the Commission held March 29 and Special Called Meeting held April 11, 2023.

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 29-35)

ADMINISTRATIVE SERVICES

- **29.** Motion to **approve** the Contract for 9-1-1 Ambulance Response and Emergency Medical Services with Central EMS.
- 30. Motion to **approve** emergency funding for the replacement of several items at Charles B. Webster Detention Center in the amount of \$1,405,895.14. A fifteen (15%) contingency of \$210,884.27 was included. The final amount with contingency is \$1,616,779.41.

FINANCE

31. Discuss conducting a forensic audit within our local government departments. (Requested by Commissioner Catherine McKnight- no recommendation from Finance Committee April 11, 2023)

PUBLIC SAFETY

32. Consider presentation from **Best Friends Animal Society** regarding an introduction of a new way to manage outdoor cats that is more effective and fiscally responsible than the current method. (**No recommendation from Public Safety Committee April 11, 2023**)

APPOINTMENT(S)

33. Motion to approve the reappointment of Mr. William Mills to the Augusta-Richmond County Board of Tax Assessors representing Super District 9. (Requested by Commissioner Bobby Williams)

34. Motion to **consider** the appointment of Dr. Onnie Poe to the Department of Behavioral Health and Developmental Disabilities Council (DBHDD). (**Requested by Commissioner Jordan Johnson**)

LEGAL MEETING

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



Commission Meeting

April 18, 2023

Invocation

Department: N/A

Presenter: N/A

Caption: Lead Pastor Wesley Weatherford, Oasis Church at Hephzibah

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND N/A



Commission Meeting

April 18, 2023

2023 March Years of Service (YOS) 25-50 year recipients

Department: Human Resources

Presenter: Human Resources

Caption: Congratulations!!! 2023 March Years of Service (YOS) 25-50 year recipents.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND N/A

HUMAN RESOURCES DEPARTMENT



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

April 6, 2023

Department Directors & Elected Officials,

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

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

FIRST	LAST	DEPARTMENT	YOS
GUYTON	SHEPHERD	ENGINEERING	30
PAUL	JOHNSON	SHERIFF'S OFFICE	35

Please make arrangements to have your employee in attendance at the Commission meeting scheduled for <u>Tuesday</u>, <u>April 18</u>, <u>2023</u>, for recognition by the Mayor and Commission and presentation of their service pins and plaques of achievement. <u>All persons to be recognized should be in the Commission Chambers by 1:45 p.m.</u>

Please let us know whether the employee will or will not attend by contacting me by phone at (706) 826-1377 or via e-mail at spalmer@augustaga.gov, by Friday, April 14, 2023, 12:00 Noon. Your support and cooperation is much appreciated.

With regards,
Anita Rookard, HR Director
/slp

cc: Mayor Garnett Johnson
Takiyah A. Douse, Interim Administrator

Lena Bonner, Clerk of Commission



Commission Meeting

April 18, 2023

Delegation

Department: N/A

Presenter: Mr. Kevin Delaigle

N/A

Caption: Mr. Kevin Delaigle in support of a forensic audit of Augusta-Richmond

County Departments.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

Natasha L. McFarley

From:

Kevin Delaigle <kevindelaigle@gmail.com>

Sent:

Wednesday, April 12, 2023 12:18 PM

To:

Lena Bonner

Cc:

Natasha L. McFarley

Subject:

[EXTERNAL] Delegation item for 4/18 Commission Meeting

Dear Ms. Bonner,

Hope this email finds you well.

I would like to present a Delegation Item for the next Commission Meeting on April 18 in support of a forensic audit of Augusta-Richmond County Departments.

Please let me know if you need any additional information from me.

Thank you.

Sincerely yours,

Kevin de l'Aigle 636 11th Street Augusta, GA 30901 Tel. 917-392-6801

[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

April 18, 2023

Ms. Patricia Geter

Department: Delegation

Presenter: Ms. Patricia Geter

Caption: Ms. Patricia Geter requesting a community center within walking distance

of the Elderberry Subdivision.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are available in the following accounts:

REVIEWED AND APPROVED BY:

Nancy Morawski

From:

patricia geter <pattyg713@bellsouth.net>

Sent:

Wednesday, April 12, 2023 3:34 PM

To:

Nancy Morawski

Subject:

[EXTERNAL] Fwd: Elderberry/WA6

Sent from my iPhone

Begin forwarded message:

From: patricia geter <pattyg713@bellsouth.net>

Date: April 12, 2023 at 3:17:39 PM EDT

To: nmorawski@augusta.gov Subject: Elderberry/WA6

To whom it may concern,

Elderberry would like to request a community center within walking distance of elderberry subdivision

for 12,000-14000 residents which includes Ft Gordon.

Mrs Geter, Elderberry Board 7063999092

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)

X	Commission	Date of Meeting poil 6	2023
	Public Safety Committee	Date of Meeting	
	Public Services Committee	Date of Meeting	
	Administrative Services Committee	Date of Meeting	
	Engineering Services Committee	Date of Meeting	
	Finance Committee	Date of Meeting	

Contact Information for Individual/Presenter Making the Request:

Name: Jame	sand Hatricia Geter Valerie Lauton.	
Address: 1-10	2 Elders Drive	
	ner 704. 399.9092	
Fax Number: E-Mail Address:	patty 97139bellsouth net	
nmunite	'renter that embodies a present	s forestr
Caption/Topic o	of Discussion to be placed on the Agenda: He Corner of	1 J. mmy
mmunitu	to Harper Francis, Within Walking	DISTANT
DUESS UP	The community Cepter. Walking trail	Filmess

and science activities, Weekend kield trips, etc.
Please send this request form to the following address:

Ms. Lens 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

April 18, 2023

Mr. Chris Vega

Department: Delegation

Presenter: Mr. Chris Vega

Caption: Mr. Chris Vega requesting funding for a "For Profit Miniature Golf

Course".

N/A

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

Nancy Morawski

From:

Tim Berg <timtimb1122@gmail.com>

Sent:

Tuesday, April 11, 2023 9:28 AM

To:

Nancy Morawski

Subject:

[EXTERNAL] For profit mini golf course idea

Attachments:

IMG_20230411_092655.jpg

[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.]

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) Date of Meeting 4/18/23 Commission Public Safety Committee Date of Meeting Public Services Committee Date of Meeting Administrative Services Committee Date of Meeting Engineering Services Committee Date of Meeting Finance Committee Date of Meeting Contact Information for Individual/Presenter Making the Request: Name: Yegg Chris Address: 1384 greene St. Amosta, Cat Telephone Number: 843-613-2548 Fax Number: E-Mail Address: Fredberg 10 10 Down Com Caption/Topic of Discussion to be placed on the Agenda: My for profit midiative got course (course funding) Please send this request form to the following address: Telephone Number: 706-821-182 Is. Lena J. Bonner 706-821-18 Fax Number: lerk of Commission nmorawsk E-Mail Address: rite 220 Municipal Building

8 Telfair Street



Augusta Commission Meeting

April 18, 2023

Ms. Leila Mitchell

Department: Delegation

Presenter: Ms. Leila Mitchell

N/A

Caption: Ms. Leila Mitchell regarding unsafe conditions on Teakwood Court in

Farrington Subdivision

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesday. Committee meetings: Second and last Tuesdays	s of each month – 2:00 p.m. of each month – 1:00 p.m.
Commission/Committee: (Please check one and	
Commission Public Safety Committee Public Services Committee Administrative Services Committee Engineering Services Committee Finance Committee	Date of Meeting
Contact Information for Individual/Presenter M	laking the Request:
Name: Lila Rasham Mita Address: 3716 Tealwood (to Telephone Number: 706 796-7127 Fax Number: E-Mail Address: Rashawn amba gn	hell /Fairington Subdinsion
Ms. Lena J. Bonner Clerk of Commission Suite 220 Municipal Building 535 Telfair Street Augusta, GA 30901 Requests may be faxed, e-mailed or delivered in	Leve has been major John Johnson Habe on our John
	No avail
	Property Signs, to No avail I'm over 75 I cannot fight w



Augusta Commission Meeting

April 18, 2023

Ms. Josephine Clanton

Department: Delegation

Presenter: Ms. Josephine Clanton

N/A

Caption: Ms. Josephine Clanton requesting fencing around the outskirts of the new

school construction on Luke Road.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month - 2:00 p.m. Committee meetings: Second and last Tuesdays of each month - 1:00 p.m. Commission/Committee: (Please check one and insert meeting date) Commission Date of Meeting 18 April 23 Public Safety Committee Date of Meeting Public Services Committee Date of Meeting Administrative Services Committee Date of Meeting **Engineering Services Committee** Date of Meeting Finance Committee Date of Meeting Contact Information for Individual/Presenter Making the Request: Name: Jos exphire Clanton Address: 1408 lake Rd and 1406 Luke Rd Telephone Number: 706-373-6431 Fax Number: E-Mail Address: Judy C 380 Yahoo, Com Caption/Topic of Discussion to be placed on the Agenda: Privacy Fencing around the Outskir's of the school (MULL) Please send this request form to the following address: Ms. Lena J. Bonner Telephone Number: 706-821-1820 Clerk of Commission Fax Number: 706-821-1838 Suite 220 Municipal Building E-Mail Address: nmorawski@augustaga.gov 535 Telfair Street Augusta, GA 30901

Requests may be faxed, c-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.



Augusta Commission Meeting

April 18, 2023

Ms. Jennifer Toole, American Heart Assocation

Department: Delegation

Presenter: Ms. Jennifer Toole

Caption: Presentation from the American Heart Association for leadership support

for a city health plan.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND APPROVED BY:

N/A

AGENDA ITEM REQUEST FORM

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

Commission/Committee: (Please check one and insert meeting date) Date of Meeting April 18, 2023 X Commission

Public Safety Committee **Public Services Committee** Administrative Services Committee **Engineering Services Committee** Finance Committee

Date of Meeting Date of Meeting Date of Meeting Date of Meeting Date of Meeting

Contact Information for Individual/Presenter Making the Request:

Name: Jennifer Toole, American Heart Association Address: 2801 Washington Road, Suite 107 #379, Augusta, GA 30909 Telephone Number: 803-426-5435 Fax Number: E-Mail Address: jennifer.toole@heart.org

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

Healthy Augusta - We will present a snapshot into data on the health of the city residents, hoping for the city leadership to support a health plan for the city.

Please send this request form to the following address:

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

Fax Number: E-Mail Address:

Telephone Number: 706-821-1820 706-821-1838

nmorawski@augustaga.gov

535 Telfair Street Augusta, GA 30901

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

Nancy Morawski

From: Jennifer Toole < Jennifer.Toole@heart.org >

Sent: Thursday, April 6, 2023 2:00 PM

To: Nancy Morawski

Subject: [EXTERNAL] Healthy Augusta Agenda Item Request

Attachments: Agenda Item Request Form - Augusta Commission Meeting.pdf

Good Afternoon,

I've attached a completed request form to participate in the upcoming commission meeting. We, a team of public health professionals in the city, have a collaborative group that meets monthly to partner on health initiatives in our city. With the updated health rankings recently released, we would value the opportunity to briefly speak to the city's leadership on how we can all work together to improve the health ranking for Augusta. Richmond, Georgia | County Health Rankings & Roadmaps | Please let me know if/when we are confirmed and whether there are any other things we need to notate prior to joining on the 18th. Thanks.



Jennifer Toole

Community Impact Director

American Heart Association
2801 Washington Road, Suite 107 #379 Augusta
| GA | 30909
O 803.426.5435 | M 803.507.5831

[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

April 18, 2023

Item Name: Final Plat Brookstone North Phase II S-972

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: FINAL PLAT – BROOKSTONE NORTH PHASE II - S-972 – A request

for concurrence with the Augusta Georgia Planning Commission to

APPROVE a petition by Echols Surveying and Construction Services, on behalf of Terranova Group, requesting final plat approval for Brookstone North Ph. II located at 701 Rill Drive and containing 20 lots. DISTRICT 3

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: Approve

Funds are available in N/A

the following accounts:

REVIEWED AND APPROVED BY:

N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION FINAL PLAT

Case Number: \$-972

Name: Brookstone North Ph. II

Hearing Date: Monday, April 10, 2023

Applicant: Echols Land Surveying

Property Owner: Terranova Group

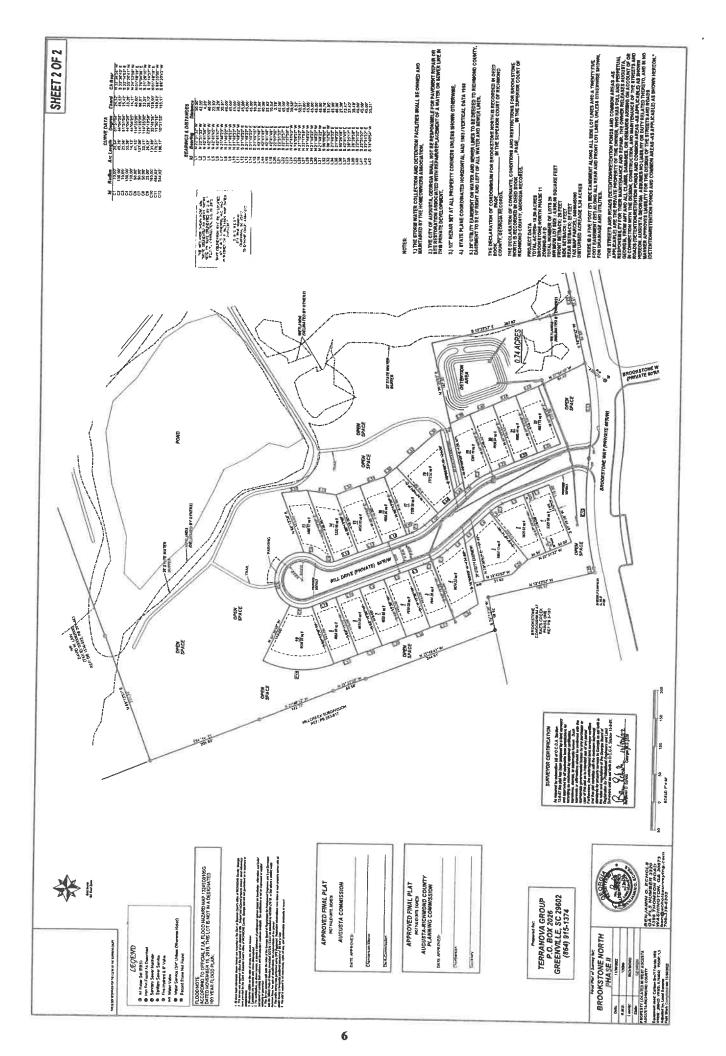
Address of Property: 1255 Brookstone Way

Tax Parcel #: 040-0-045-00-0

Commission District: 3 (C. McKnight)

Super District: 10 (W. Guilfoyle)

Fort Gordon Notification Required: No





Commission Meeting

April 18, 2023

Item Name: Z-23-11

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: Z-23-11 – A request for concurrence with the Augusta Georgia Planning

Commission to **DENY** a petition by Hull Barnett, PC on behalf of Highway 56 Investors LLC., – requesting a rezoning from zone A (Agriculture) and R-1C (One-family Residential) to zone LI (Light Industrial) affecting property containing approximately 7.11-acres located at 2522 Mike Padgett Highway.

Tax Map #099-1-145-00-0. DISTRICT 2

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: Denial

Funds are available in $\ N/A$

the following accounts:

REVIEWED AND APPROVED BY:

N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-11

Hearing Date: Monday, April 10, 2023

Prepared By: Kevin Boyd, Development Services Manager

Applicant: Hull Barnett, PC

Property Owner: Highway 56 Investors LLC

Address of Property: 2522 Mike Padgett Highway, Augusta, GA 30906

Tax Parcel #: 099-1-145-00-0

Present Zoning: A (Agriculture) and R-1C (One-family Residential)

Commission District: 2 (S. Pulliam) Super District: 9 (F. Scott)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Comprehensive Zoning Ordinance Section
Rezone from A and R-1C to LI	Freight Parking and Storage	Section 23

1. Summary of Request:

This petition involves a 7.11-acre tract located at the corner of Mike Padgett Highway and Suffolk Drive. The vacant lot has a split-zone designation of A (Agriculture) and R-1C (One-family Residential). Surrounding land uses include contracting services, automobile sales, rental and repair business and single-family residences. The applicant has requested to rezone to LI to establish a freight parking and storge business on the property. No site plan was included with the rezoning application.

2. Comprehensive Plan Consistency:

Item 2

28

According to the 2018 Comprehensive Plan, the property is located within the South Augusta Character Area. The 2018 Comprehensive Plan's vision for the Old Augusta Character Area is to promote infill and redevelopment projects at densities compatible with the surrounding area. Recommended development patterns include redevelopment of targeted neighborhoods and abandoned commercial and industrial sites. The environmentally sensitive nature of the land poses challenges in future development of the site.

3. Findings:

- 1. The site involves a 7.11-acre tract located at the corner of Mike Padgett Highway and Suffolk Drive.
- 2. The site is currently zoned A (Agricultural) and R-1C (One-family Residential). There are no previous zoning cases on file for the property.
- 3. The tract is bounded by R-1C (One-family Residential) zoning to the north, A (Agricultural) and R-1C zoning to the east, LI (Light Industrial) and HI (Heavy Industrial) zoning to the west and LI (Light industrial) zoning to the south.
- 4. Surrounding land uses include contracting services, automobile sales, rental and repair business and single-family residences.
- 5. Residential properties immediately adjacent to the subject property are mostly occupied.
- 6. The property is currently being served by public potable water and sanitary sewer.
- 7. Georgia Department of Transportation (GDOT) Functional Classification map, 2017 classifies Mike Padgett Highway as a major arterial street and Central Avenue as a local road. Transit routes and stops are located approximately 0.60 miles from the property, along the intersection of Mike Padgett Highway and Lumpkin Road.
- 8. The rezoning of the property to LI would allow for freight parking and outdoor storage.
- 9. No site plan application was included in the rezoning application.
- 10. According to the Augusta GIS Maps, approximately 3.64 acres or 51.2 percent of the parcel is situated in the 100-year flood zone, while 2.29 acres or 32.2 percent lies within the 0.2 percent flood hazard area.
- 11. According to the Augusta-Richmond County GIS Wetlands Layer there are no wetlands located on the property.

Recommendation: The Planning Commission recommends <u>Denial</u> of the rezoning request due to its proximity to single-family residentially zoned properties immediately to the north and east. Over 50 percent of the parcel is situated in the 100-year flood zone, while 2.29 acres or 32.2 percent lies within the 0.2 percent flood hazard area. The rezoning is incompatible with the Comprehensive Plan.

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.

Item 2

29

A T T O R N E Y S

AUGUSTA AIKEN EVANS

BENJAMIN R. DINGES

- LICENSED IN GEORGIA AND SOUTH CAROLINA

BDINGES@HULLBARRETT.COM

January 25, 2023

VIA HAND-DELIVERY

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

Re: Letter of Intent Supporting Rezoning Application 2522 Mike Padgett Highway
Map/Parcel #: 099-1-145-00-0

Ladies and Gentlemen:

My law firm has been engaged by Highway 56 Investors LLC ("Owner") for representation in connection with rezoning the above-referenced property (the "Property"). Owner is the owner of the Property by virtue of that Warranty Deed of Pamela Oellerich dated May 2, 2018, and recorded on June 3, 2018 in the Office of the Clerk of Superior Court of Richmond County, Georgia in Book 1627, page 923 (a true and correct copy of which is enclosed herewith).

The Property is zoned A (Agricultural) and R-1C (One-Family Residential). We request that the Property be rezoned to LI (Light Industrial) so that Owner may use the Property for parking and storing freight carrying vehicles including tractor-trailers in accordance with County Ordinance Section 23-1(b)(5). The adjoining property directly to the south of the Property (2524 Mike Padgett Highway; Map/Parcel#: 099-3-011-00-0), is also owned by the Owner and is currently zoned LI (Light Industrial).

The approval of our rezoning application will satisfy our request.

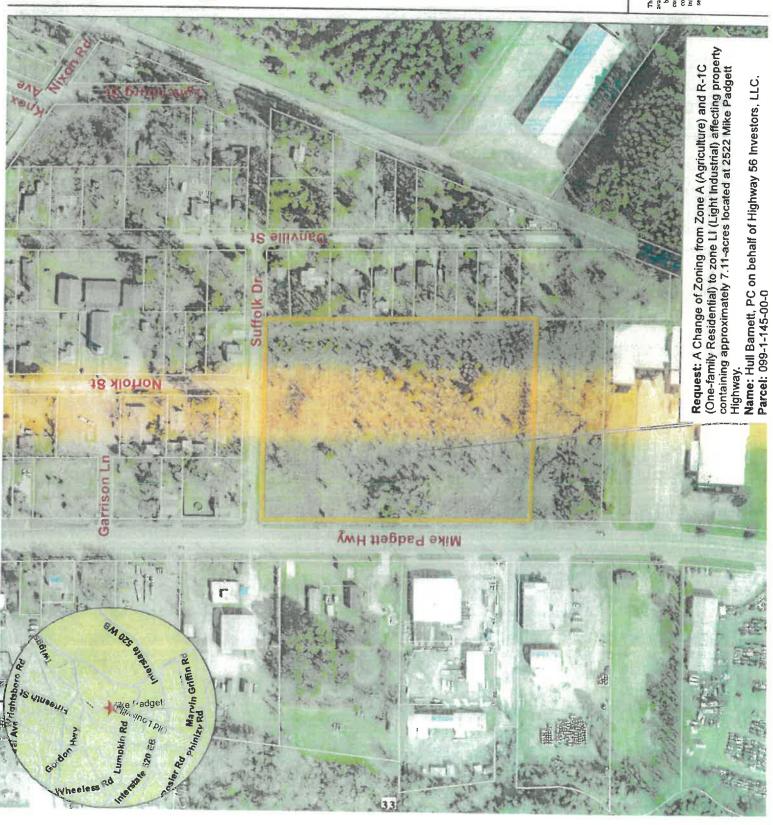
Should you have any questions, feel free to contact me at the email address above or phone number below.

Sincerely,

Benjamin Dinges

WWW.HULLBARRETT.COM

Hull Barrett, PC, 7004 Evans Town Center Blvd., 3rd Floor, Evans, Georgia 30809 Telephone: (706) 722-4481 fax: (706) 650-0925 Mailing address: Post Office Box 1564, Augusta, Georgia 30901-1564 Item 2.



Planning Commission Z-23-11 April 10, 2023 2522 Mike Padgett Highway

Aerial

Legend

Parcel of Interest

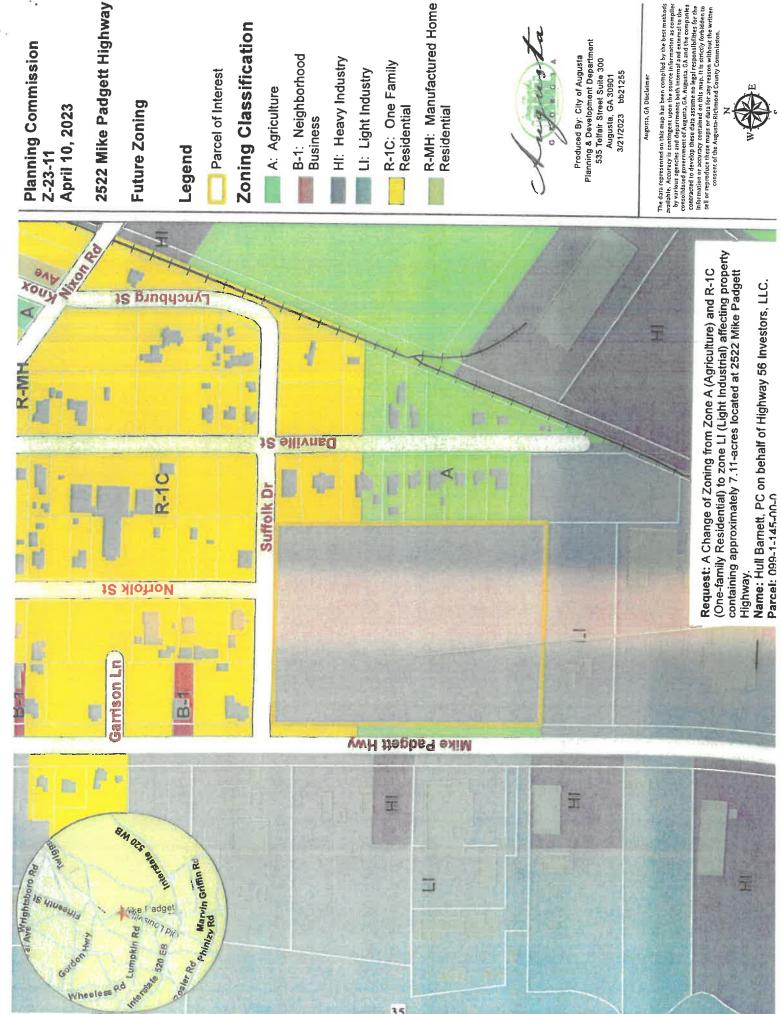
frage 22

535 Telfair Street Suite 300 Augusta, GA 30901

he data represented on this map has been compiled by the best albabe. Accuracy is contingent upon the source information as; by various approximents being internal and external mobilistated government of Augusta, C.A. Augusta, C.A. Augusta, C.A. and the conformation or accuracy contented on this map, it is strictly forly for responding one storage or data for any creaton without the sile or reproduce these maps or data for any reason without the

Z D









Commission Meeting

April 18, 2023

Item Name: Z-23-13

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: Z-23-13 – A request for concurrence with the Augusta Georgia Planning

Commission to **APPROVE** a petition by Ahmed Sultan on behalf of SRE LLC – requesting a rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.26-acres located at 3225 Wrightsboro Road. Tax Map #042-1-029-00-0.

DISTRICT 3

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: 1. The applicant shall acknowledge that approval of the requested rezoning

shall not constitute approval of the proposed use or concept plan presented

with the application.

Funds are available in N/A

the following accounts:

REVIEWED AND N/A

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-13

Hearing Date: Monday, April 10, 2023 **Prepared By:** Ryan Jones, Planner I

Applicant: Ahmed Sultan

Property Owner: SRE LLC (under ownership of Applicant)

Address of Property: 3225 Wrightsboro Road, Augusta, Georgia 30909

Tax Parcel #: 042-1-029-00-0

Present Zoning: B-1 (Neighborhood Business) Neighborhood or Subdivision: Augusta Mall

Commission District: 3 (C.S. McKnight) Super District: 10 (Wayne Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from B-1 to B-2	Tire shop or convenience store	Comprehensive Zoning Ordinance of Augusta, Georgia, Section 22

1. Summary of Request:

This case pertains to a 0.26 acre parcel along Wrightsboro Road, located approximately one-tenth of a mile east of the Wrightsboro/Jackson-North Leg intersection. The parcel is currently zoned B-1 (Neighborhood Business), reflecting its previous occupation by a One Hour Cleanerizing dry cleaners storefront. This property is located along a predominantly commercial segment of Wrightsboro Road, which is then predominantly zoned B-2 with a handful of B-1 parcels. The subject parcel adjoins no residential properties.

The applicant, based on discussion with staff, seeks to rent the parcel out to prospective commercial tenants. Rezoning to B-2 widens the range of allowable uses at the site. Potential uses discussed by the applicant include a tire shop and a convenience store, neither of which would be allowed by right in a B-1 zone.

2. Zoning History:

There are no known zoning cases concerning this address.

3. Comprehensive Plan Consistency:

The subject property is located near the border of the Old Augusta and Belair character areas, but ultimately falls within Old Augusta. The rezoning coheres with patterns of commercial development within this character area.

Item 3

3/1

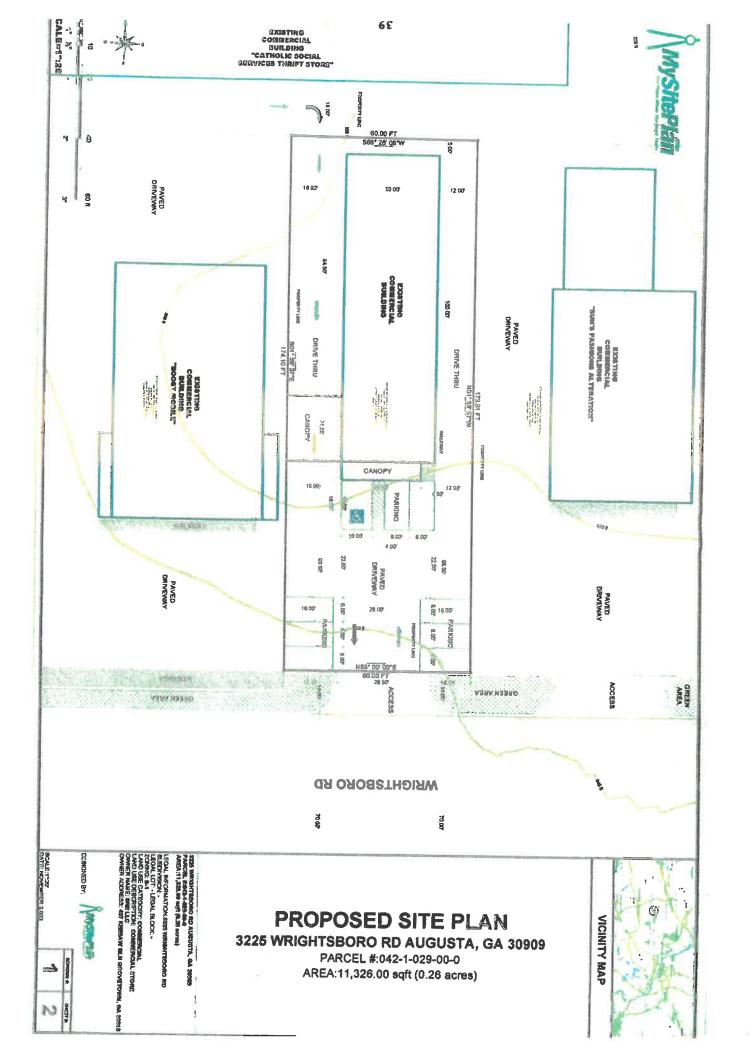
4. Findings:

- 1. The applicant requests rezoning from B-1 to B-2 for the parcel at 3225 Wrightsboro Road.
- 2. There are no known zoning cases pertaining to the subject parcel.
- 3. There are public water and sewer lines along Wrightsboro Road which the subject parcel could access, as well as a fire hydrant located at the northeast corner of Wrightsboro and Jackson/North Leg Road.
- 4. This segment of Wrightsboro Road is classified as a principal arterial road on the Georgia Department of Transportation (GDOT) Functional Classification map. Augusta Transit Route 7 provides service to the subject property.
- 5. There are no floodplains or wetlands located on the subject property. The topography of the site is quite flat, ranging from approximately 340 to 343 feet above sea level.
- 6. This segment of Wrightsboro Road is predominantly commercial; therefore, the proposed rezoning is compatible with land use patterns in this area.
- 5. <u>Recommendation:</u> Planning & Development staff recommend <u>Approval</u> of the rezoning request, with the following condition:
 - 1. The applicant shall acknowledge that approval of the requested rezoning shall not constitute approval of the proposed use or concept plan presented with the application.

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.

Item 3

25







Planning Commission Z-23-13 April 10, 2023 3225 Wrightsboro Road

Aerial

Legend

Parcel of Interest

Produced By: City of Augusta Planning & Development Departmen 535 Telifal: Street Suite 300 Augusta. GA 30901 3/24/2023 bb21255

201200 070712

The data represented on this map has been compiled by the best manable. Accuracy or conflippen upon the source information as co by various agricies and departments both internal and externals or various agricies and departments of Augusta, GA. Augusta, GA. Augusta, GA. and the composited government of Augusta, GA. Augusta, GA. and the composited government of Augusta, GA. Augusta, GA. and the composited government of Augusta, GA. Augusta, GA. The state of the fugusta of the same will stretchy forbidd and or reproduce these maps or data for any reason without the way consent of the Augusta-fishmond County Commission.



Request: A Change of Zoning from Zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.26-acres located at 3225 Wrightsboro Road.

Name: Ahmed Sultan on behalf of SRE, LLC

Planning Commission Z-23-13 April 10, 2023

3225 Wrightsboro Road

Future Zoning

Legend

Zoning Classification Parcel of Interest

B-1: Neighborhood Business

B-2: General Business

R-3B: Multiple-Family Residential



Produced By: City of Augusta Planning & Development Departmen 535 Telfair Street Suite 300 Auguste, GA 30901 3/24/2023 bb21255



Commission Meeting

April 18, 2023

Item Name: Z-23-15

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: Z-23-15 – A request for concurrence with the Augusta Georgia Planning

Commission to APPROVE a petition by Jason Jones on behalf of Wellington Park, LLC – requesting a rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.23-acres located at 1918 Central Avenue. Tax Map #045-3-090-00-0.

DISTRICT 1

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation:

- 1. Alcohol sales and/or tasting shall be limited to wine and other related items.
- 2. No retail sales by the glass for walk-in customers shall be allowed.
- 3. Any change in use other than uses allowed in the B-1 (Neighborhood Business) zone must return to the Planning Commission for further review and approval.
- 4. The development shall comply with all aspects of the Alcohol licensing regulations.
- 5. Any re-development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

N/A

AUGUSTA-RICHMOND COUNTY, GEORGIA PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-15

Hearing Date: Monday, April 10, 2023

Prepared By: Lois Schmidt, Planner

Applicant: Jason Jones

Property Owner: Wellington Park LLC (Tyson Scheutze)

Address of Property: 1918 Central Avenue, 30904

Tax Parcel #: Tax Map 045-3-090-00-0

Present Zoning: B-1 (Neighborhood Business)

Neighborhood or Subdivision: Medical District/Walton Way

Commission District: 1 (J. Johnson) Super District: 9 (F. Scott)

Fort Gordon Notification Required: N/A

Request	Proposed Use / Activity	Applicable Ordinance Section(s)		
Rezone from B-1 (Neighborhood Business) to B-2 (General Business)	Wine sales and tasting	Comprehensive Zoning Ordinance, Section 22		

Summary of Request:

This rezoning request consists of a 0.23-acre tract located at 1918 Central Avenue that contains a 1,448 sq. ft. building constructed in 1977 with an effective year built of 1990. The effective year built was most likely the result of updates to the building. The parcel is located on the southeast corner of Central Avenue and Morris Street. The request to change the zoning from B-1 (Neighborhood Business) to B-2 (General Business) is to allow wine sales, storage, education, and tasting sessions. The establishment will not be open for casual or social alcohol consumption according to the letter of intent received with this application.

Item 4

Comprehensive Plan Consistency:

According to the 2018 Comprehensive Plan, the property is located within the Old Augusta Character Area. Most of the neighborhoods were developed prior to World War II and reflect the major characteristics of traditional neighborhoods. Neighborhood businesses, civic and institutional uses are scattered throughout the area. The Quality Community Objectives recommended for the Od Augusta Character Area includes the addition of commercial and retail development in under-served neighborhoods and neighborhood activity centers that provide a focal point for community services and a location for appropriately scaled retail establishments.

The proposed change in zoning from B-1 (Neighborhood Business) to B-2 (General Business) would be consistent with the 2018 Comprehensive Plan as the property is located along the Central Avenue corridor where a mix of commercial, multiple family and professional zoning exists. Some of the commercial development is housed in converted residential structures while others are in newer commercial construction.

Findings:

- 1. This rezoning request consists of a 0.23-acre tract located at 1918 Central Avenue that contains a 1,448 sq. ft. building constructed in 1977 with an effective year built of 1990.
- 2. The request to change the zoning from B-1 (Neighborhood Business) to B-2 (General Business) is to allow wine sales, storage, education, and tasting sessions.
- 3. The establishment will not be open for casual or social alcohol consumption according to the letter of intent received with this application.
- 4. No major changes are proposed for the site.
- 5. There are two vehicle access points from Central Avenue, one way in and one way out. There is another vehicle access from Morris Street.
- 6. There is no history of zoning action for this property.
- 7. Should major redevelopment occur the site may be required to comply with current development standards and regulations.
- 8. The property is served by public water and sewer.
- 9. There are no floodplains or wetlands located on the subject property
- 10. Adequate off-street parking can be provided on the property. Retail sales would require 7.25 spaces per the building square footage and 11 spaces are available.
- 11. The property is not located in a local historic district.
- 12. The proposed use of the property would be consistent with the 2018 Comprehensive Plan.

Recommendation: The Planning Commission recommends <u>Approval</u> of this rezoning request with the following conditions:

- 1. Alcohol sales and/or tasting shall be limited to wine and other related items.
- 2. No retail sales by the glass for walk-in customers shall be allowed.

Item 4

- 3. Any change in use other than uses allowed in the B-1 (Neighborhood Business) zone must return to the Planning Commission for further review and approval.
- 4. The development shall comply with all aspects of the Alcohol licensing regulations.
- 5. Any re-development of the property shall comply with all development standards and regulations set forth by the City of Augusta-Richmond County, Georgia, at the time of development.

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

Item 4

Item 4

Letter of Intent Rezoning for 1918 Central Avenue

Dear Planning and Zoning Commissioners,

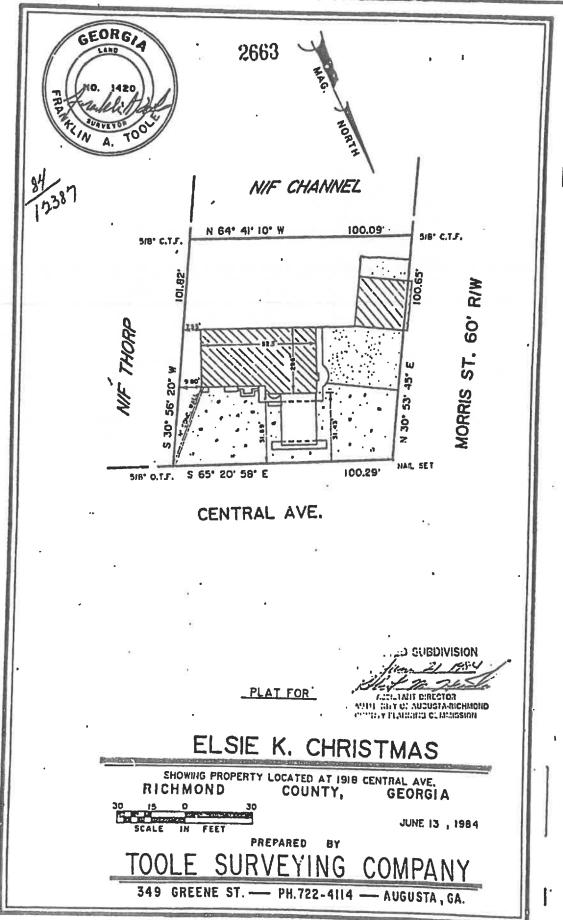
My name is Jason Jones. I am the future owner and operator of The Augusta Wine Company, LLC. I have recently leased a property at 1918 Central Avenue in Augusta. This property is currently zoned B1. I am requesting to rezone this property as B2.

The Augusta Wine Company, LLC is intended to exist as a wine retail store, wine storage facility, and wine education facility. In addition to retail wine and wine storage, The Augusta Wine Company will help members build wine collections and begin or continue their wine education. I would provide memberships for wine storage of collections that are too large for home storage. This business model is not one that is currently provided in the CSRA. I envision tasting wine with my members before they purchase various quantities for their collections or events. However, The Augusta Wine Company will not be open for casual or social alcohol consumption as tastings will be by appointment only. Members will also be able to schedule wine education classes for individuals and/or small groups. This business model will provide a unique and unparalleled service to the residents of Augusta and the CSRA. Additionally, visitors to our area would see The Augusta Wine Company as an asset to our area as an elevated and personal/family events.

Before this venture, I was the Sommelier of the Augusta National Golf Club for nine years. Through my years of experience at Augusta National, I learned that there is a need and desire in the Augusta area for the services that The Augusta Wine Company will provide. The clientele of The Augusta Wine Company will be local, national, and international. I believe that this business will bring culture, revenue, and positive attention to the Central Avenue/ downtown area.

I appreciate your time and consideration of my request.





CENDRGIA, Richmond County, Clerk Superior Countilled for Record Just 1 31, 1989 at 15.45 o'clock Recorded Superior 21, 1984



Planning Commission Z-23-15 April 10, 2023

1918 Central Avenue

Aerial

Legend

Parcel of Interest



inning & Development Departme 535 Telfair Street Suite 300 Augusta. GA 30901 3/24/2023 bb21255

custa, GA Discialm

In the Start Spresserion on this map has been compiled by the beest manh available. Accuracy is consiligrent upon the source information as comply surfavorus agentic stand departments both internal and external to accompilated government of fugurats. G.A. Augusta, G.A. and the compart contracted to develop these data assume no tegal responsibilities for information or accuracy contained on this map. It is strictly follotheder and or reproduce these maps or data for any reason without the written concent of the Augusta-Richmond County Commission.



Item 4.



Planning Commission Z-23-15 April 10, 2023

1918 Central Avenue **Future Zoning**

Legend

Zoning Classification Parcel of Interest

B-1: Neighborhood Business

B-2: General Business

R-1C: One Family Residential P-1: Professional

R-3C: Multiple-Family Residential



Produced By: City of Augusta Planning & Development Departme 535 Telfair Street Suite 300 Augusta, GA 30901 3/24/2023 bb21255



Commission Meeting

April 18, 2023

Item Name: Z-23-16

Department: Planning & Development

Presenter: Carla Delaney, Director

Caption: Z-23-16 – A request for concurrence with the Augusta Georgia Planning

Commission to APPROVE a petition by Charles Dunstan on 3206 Wheeler Road, LLC – requesting a rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business) affecting property containing approximately 0.69-acres located at 3632 Wheeler Road. Tax Map #030-0-086-01-0.013-

00-0. DISTRICT 3

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: 1. The applicant shall acknowledge that approval of the requested rezoning

shall not constitute approval of the concept plan presented with the

application.

Funds are available in N/A

the following accounts:

REVIEWED AND N/A

APPROVED BY:

AUGUSTA-RICHMOND COUNTY PLANNING COMMISSION STAFF REPORT

Case Number: Z-23-16

Hearing Date: Monday, April 10, 2023 **Prepared By:** Ryan Jones, Planner I

Applicant: Charles Dunstan

Property Owner: 3206 Wheeler Road, LLC

Address of Property: 3632 Wheeler Road, Augusta, Georgia 30909

Tax Parcel #: 030-0-086-01-0

Present Zoning: B-1 (Neighborhood Business)
Neighborhood or Subdivision: Wheeler Road West

Commission District: 3 (C.S. McKnight) Super District: 10 (Wayne Guilfoyle)

Fort Gordon Notification Required: No

Request	Proposed Use / Activity	Applicable Text
Rezoning from B-1 to B-2	Automobile Oil Changes/Inspections	Comprehensive Zoning Ordinance of Augusta, Georgia, Section 22

1. Summary of Request:

This case pertains to a 0.69 acre parcel located at the southwest corner of Wheeler Road and George C. Wilson Drive. The parcel is currently zoned B-1 (Neighborhood Business), and was previously home to an office building which was demolished between March 2014 and January 2016. This property, now vacant, is located amongst a cluster of professional, mostly medical, offices located in proximity to Doctors Hospital.

The applicant seeks to build a Valvoline oil change and automobile inspections facility on site. This requires a rezoning to B-2 (or a more intensive zone). Prior to this rezoning request, the applicant applied for a development review committee (DRC) to examine plans for the new Valvoline. Comments for this DRC were returned to the applicant on February 6, and are included in the packet for this case. The site is in close proximity to a recently constructed Jiffy Lube at 2635 Perimeter Parkway. The facility would not be accessible via Wheeler Road, and would carry a George C. Wilson Drive address upon completion; in addition, the existing driveway in close proximity to the Wheeler-George C. Wilson intersection would be closed.

2. Zoning History:

There are no known zoning cases concerning this address.

3. Comprehensive Plan Consistency:

Item 5

The subject property falls within the Belair character area. The 2018 Comprehensive Plan notes that within Belair, "the area around Doctor's Hospital and along Wheeler Road has been gradually developing with a mix of professional offices, suburban and highway-oriented commercial uses, and service establishments." The proposed land use coheres with this description.

4. Findings:

- 1. The applicant requests rezoning from B-1 to B-2 for the parcel at 3632 Wheeler Road.
- 2. There are no known zoning cases pertaining to the subject parcel.
- 3. There are public water and sewer lines along Wheeler Road and George C. Wilson Drive which the subject parcel could access, as well as multiple nearby fire hydrants.
- 4. This segment of Wheeler Road is classified as a minor arterial road on the Georgia Department of Transportation (GDOT) Functional Classification map, while George C. Wilson Drive is classified as a local road. Augusta Transit Route 2 provides service nearby the subject property.
- 5. There are no floodplains or wetlands located on the subject property. The topography of the site is quite flat, ranging from approximately 374 to 378 feet above sea level.
- 6. This segment of Wheeler Road features a blend of commercial and professional uses. All properties along the south side of Wheeler Road from Augusta West Parkway to George C. Wilson Drive are zoned B-1, and a host of properties along Augusta West, southwest of the subject property, are zoned P-1. However, all properties across George C. Wilson from the subject property are zoned B-2, including an adjacent Waffle House at 1202 George C. Wilson Drive. Overall, the proposed rezoning is coherent with zoning patterns in this area, and given the nearby presence of a land use very similar to what is proposed, this development would not be unprecedented.
- 5. <u>Recommendation:</u> The Planning Commission recommends <u>Approval</u> of the rezoning request, with the following condition:
 - 1. The applicant shall acknowledge that approval of the requested rezoning shall not constitute approval of the concept plan presented with the application.

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.

Item 5.



610 East Morehead Street Suite 250 Charlotte, NC 28202

P 704.602.8600 F 704.376.1076 www.timmons.com

February 23, 2023

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

Re: Rezoning Letter of Intent (Valvoline Wheeler Road)

To whom it may concern,

It is the intent of the applicant to rezone the subject parcel located at 3632 Wheeler Road (parcel # 030-0-086-01-0) from B-1 to B-2 so that the proposed use of a Quick Lube oil change and inspection facility is permitted.

hank you,

Jason E. Dolan Timpons Group

Cc:

Charles Dunstan – 3D Development Larry Ziner – Andujar Construction

CIVIL ENGINEERING | ENVIRONMENTAL | SURVEYING | GIS | LANDSCAPE ARCHITECTURE | CONSTRUCTION SERVICES

Item 5.

Development Review Committee Address: 3632 Wheeler Road Deadline: February 3, 2023

Keviewer
Brett Parsons See attached .pdf.
Steve available for your use depending on what size water line on George C. Wilson Drive available for your use depending on what size water service you will need. There is an 8" sewer Weathersbee main on Wheeler Road and George C. Wilson Drive that is available for your use. If you have any questions please feel free to give us a call.
Jemal Stukes RPZ backflow device required for domestic and irrigation service lines.
Marques The first interior drive should be a minimum of 100' from Wheeler Road.
No comments at this time.
Jasmine No comments from RCHD.
Alex Ferrand need to be submitted. A Wheeler Road address cannot be used. Please submit an address change request will change request at this <u>link.</u>
 Property is currently zoned B-1. Will need to be rezoned to B-2, as automotive service stations and repair garages are not permitted in the B-1 district. Will need to make sure there is a cross access easement agreement in place with the adjacent property to the south prior to submission for Site Plan Approval. Minimum dumpster pad with of 12 feet for one dumpster. Additional 10 feet per each additional dumpster if required.
Brian Kepner Road and George C Wilson Drive
Ryan Jones No historic component; not within Planned Development Riverfront Zone.

Any usta

ENGINEERING DEPARTMENT

Hameed Malik, PhD, P.E. - Director Walt Corbin, P.E. - Engineering Manager

DRC Case No.: Emailed

Project Name\ Description: 3632 Wheeler Rd

DRC Date: 01/31/2023

***Below is a list of items generally not addressed or fully addressed with plans submitted to ***

Augusta's Engineering Department as well as general comments specifically related to this project *

- 1. Stormwater Detention is required on all new projects. If a project is a redevelopment then detention is required for the additional impervious area added unless there is a known downstream flooding issue. In which case, detention will be required to help alleviate the flooding. Redevelopments should be discussed with AED prior to design to establish the design parameters. If a regional pond is available the Engineer will have to update the original Master H&H Report showing the site as well as everything draining to the facility is in compliance with the original design.
- 2. Augusta's MS4 Permit, issued by the State of Georgia, requires specific performance standards when a site meets the conditions below:

4.3 I l(a)(2) Performance Standards

At a minimum, the permittee shall apply the standards for new development and redevelopment to any lite that me is one or more of the following criteria:

- New development that creates or adds 5,000 square feet or greater of new impervious surface area, or that involves land disturbing activity of one acre of land or greater.
- Redevelopment that creates, adds, or replaces 5,000 square feet or greater of impervious surface area, or that involves land disturbing activity of one agre or more.

Sites meeting the above criteria shall also provide:

- Water Quality Runoff Reduction for 1-inch
- Stream Channel Protection 2yr 24hr extended detention
- Overbank Flood Protection 2, 10, 25 & 50yr event
- Extreme Flood Protection 100yr event.
- Green Infrastructure / Low Impact Development A guidance document is available at the Augustaga.gov website under the Engineering Section.
- 3. The watersheds of Rae's Creek, Rock Creek and Rocky Creek are considered "Special Basins". In these basins the following restrictions apply:
 - For site developments, less than ten acres, no fill or detention facilities shall be placed in the flood plain based on a 100 year return frequency storm as established by FEMA.
 - Stormwater management facilities are required for all developments.
 - The release of stormwater runoff from storage facilities shall be limited to 90% of the pre-developed rates.

Engineering Division - Engineering Department 452 Walker St, Suite 110 - Augusta, GA 30901 (706) 821-1706 - Fax (706) 821-1708 <u>WWW.AUGUSTAGA.GOV</u> Page 1 of 2 Item 5.

*The developer/engineer will also need to check if the project is within 1 linear mile upstream of a GEPD 305(b)303(d) listed impaired waterbody. If so the appropriate NPDES guidance regarding BMP's must be followed.

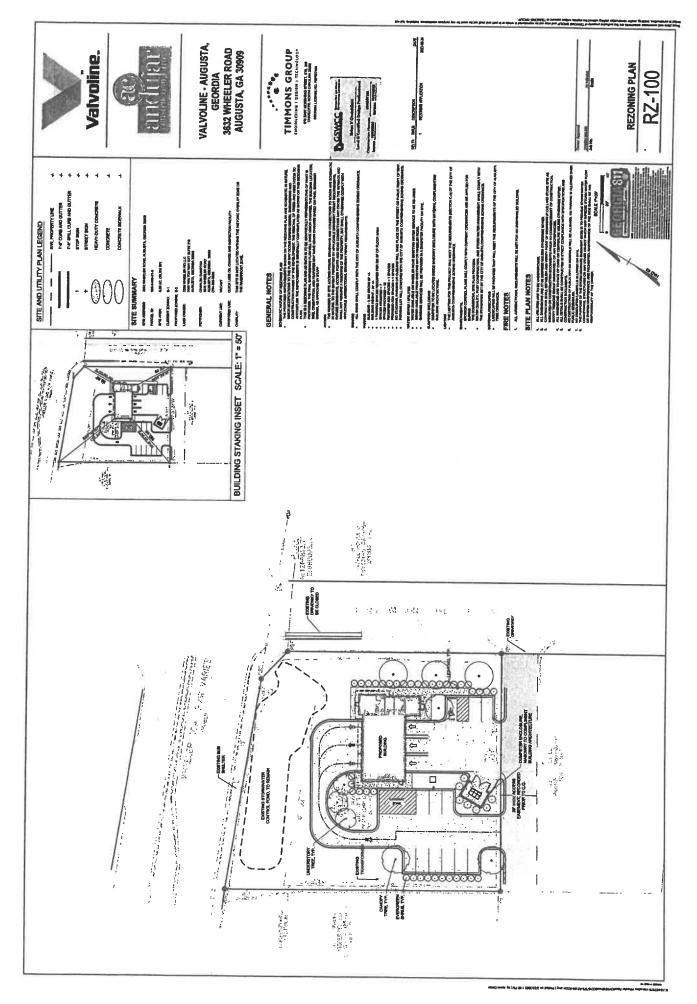
- 4. Stormwater Maintenance Agreement must be provided to AED for all projects that meet the conditions of item 3 above. A copy of which can be found in AED's LID/GI document found online at the Augusta website.
- 5. All projects submitted after November 30th, 2020 will need to follow the guidance as outlined in Augusta's new Stormwater Management Manual dated July 2020.

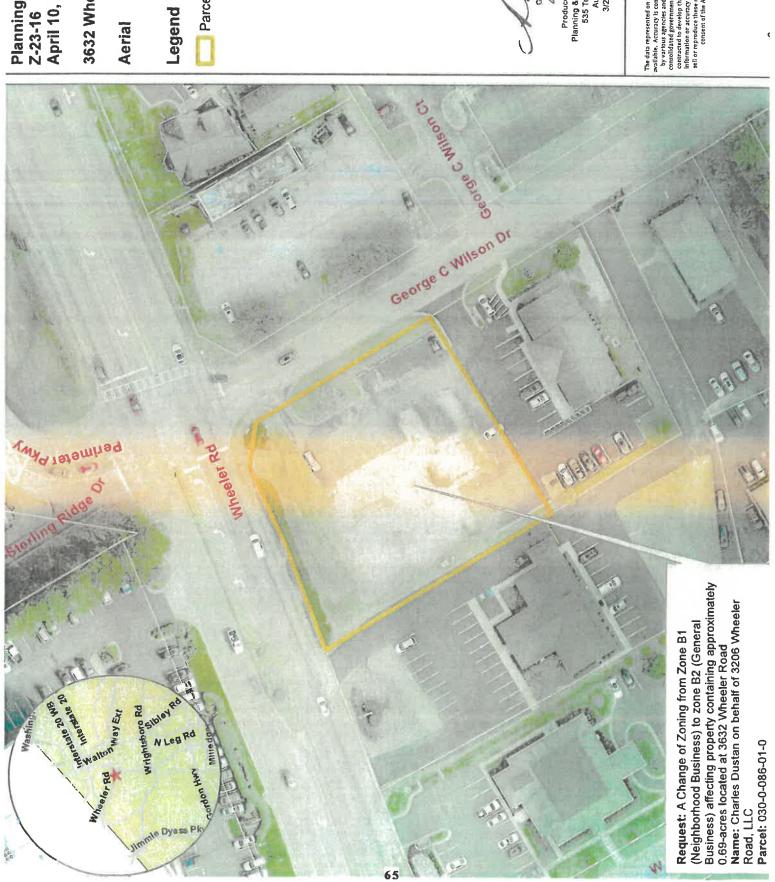
Project Specific Requirement:
-This site will create 5,000 sqft of impervious area and must comply with Augusta's new
Stormwater Management Manual, located here: https://www.augustaga.gov/2944/Stormwater-Manual
-Any increase in post construction runoff will need to be addressed via detention.
-Runoff Reduction will need to be provided using LID/GI IMPs.
-Any connection to the ex. ARC storm system must analyze the impact to the system.
-Any new storm tied to the ARC storm system will need to be a minimum of 18" RCP
-Provide copy of the stormwater maintenance agreement (ARC standard form)
-Any existing curb cuts not utilized will need to be removed and closed with curbing. New
cuts will need to be per GDOT standards.
-The dumpster enclosure must tie into the sanitary sewer or have a roof.
-Stormwater release from the site must be tied into a defined system.
-Any road cuts needed to connect supporting utilities must be repaired to AED's standards.
-Show all roof drains.
-All driveways tying to ARC roads must have GDOT Valley Gutters.
-Provide access agreements for the entrance through adjacent properties.
adjacent properties.
Sincerely,

Brett Parsons, P.E.

Principal Engineer - Land Development

Engineering Division – Engineering Department Page 2 of 2 tem 5.





Planning Commission Z-23-16 April 10, 2023

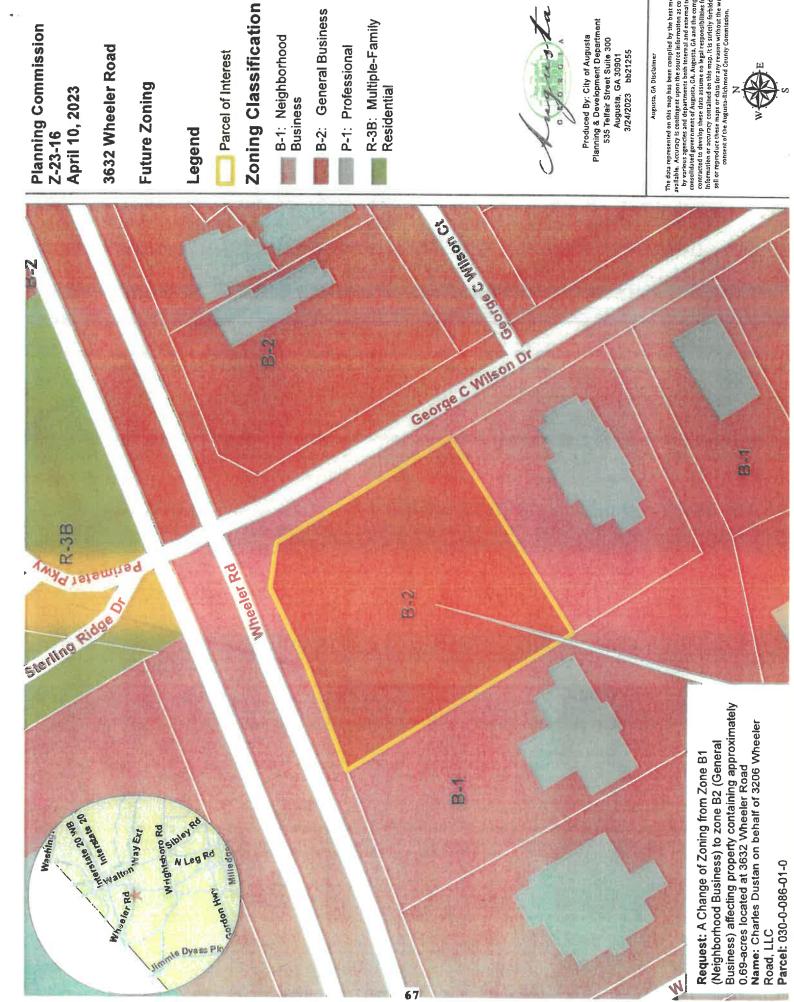
3632 Wheeler Road

Parcel of Interest









Planning Commission Z-23-16 April 10, 2023

3632 Wheeler Road

Future Zoning

Parcel of Interest

B-1: Neighborhood Business

P-1: Professional

R-3B: Multiple-Family Residential



Commission Meeting

April 18, 2023

Discuss hiring Plan Reviewers for Permit Department

Department: N/A

Presenter: N/A

Caption: Motion to approve tasking the Administrator to work with the department

directors to develop and implement new processes to streamline the permit process for contractors and developers and to utilize a survey to receive suggestions for improving the process. (Approved by Public Services

Committee April 11, 2023)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

Lena Bonner

From:

Commissioner Wayne Guilfoyle

Sent:

Wednesday, March 22, 2023 5:27 PM

To:

Lena Bonner

Cc: Subject: Commissioner Francine Scott Administrative Committee

Mrs. Bonner please put on the Committees as listed.

- 1. Administrative Service committee: review and implement new processes to streamline the permit process for Contractors and Developers.
- 2. Administrative Service Committee: implement a temporarily Moratorium for apartments and townhomes as well mobile home parks.
- 3. Administrative Service Committee: discuss hiring plan reviewers for Permit department. Thank You Mrs. Bonner!

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

AED:104.1



Augusta Commission Meeting

April 18, 2023

Streamline the permit process for contractors and developers

Department: N/A

Presenter: N/A

Caption: Motion to approve tasking the Administrator to work with the department

directors to develop and implement new processes to streamline the permit process for contractors and developers and to utilize a survey to receive suggestions for improving the process. (Approved by Public Services

Committee April 11, 2023)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

N/A

N/A

Funds are available in

the following accounts:

REVIEWED AND

APPROVED BY:

Lena Bonner

From:

Commissioner Wayne Guilfoyle

Sent:

Wednesday, March 22, 2023 5:27 PM

To:

Lena Bonner

Cc: Subject: Commissioner Francine Scott Administrative Committee

Mrs. Bonner please put on the Committees as listed.

- 1. Administrative Service committee: review and implement new processes to streamline the permit process for Contractors and Developers.
- 2. Administrative Service Committee: implement a temporarily Moratorium for apartments and townhomes as well mobile home parks.
- 3. Administrative Service Committee: discuss hiring plan reviewers for Permit department. Thank You Mrs. Bonner!

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

AED:104.1

Item 8.



Augusta Commission Meeting

April 18, 2023

Approval of TCA for Electrical Upgrade – Daniel Field Airport ITB 23-150

Department: Daniel Field Airport

Analysis:

Presenter: Becky Shealy, Airport Manager

Caption: Motion to approve award of airfield electrical upgrade at Daniel Field

Airport (Bid Item #23-150) to TCA Electrical Contractors, Inc. of Tifton, Georgia in the amount of \$1,004,490.00. (**Approved by Public Services**

Committee April 11, 2023)

Background: Daniel Field Airport's Airfield Electrical System consists of edge lighting for

2 runways and 2 taxiways, internally illuminated airfield signage, power cabling through all systems to a central airfield electrical vault, which

contains the airfield lighting system controller and separate power regulators for each airfield lighting circuit. This system is required by the FAA for safe airport/flight operations at night and during periods of low visibility. The existing system is more than 20 years old and has reached the end of its useful life, requiring frequent maintenance and repairs with severe limits on availability of replacement parts in the market due to the age of the system.

This construction project includes the replacement of all airfield lighting systems as described with modern, energy-efficient LED edge lighting fixtures and internally illuminated LED airfield signage. All airfield power cable systems will be replaced with new conductors in a system of trenches, conduit, duct bank and electrical manholes leading back to the existing central airfield electrical vault building which will receive new airfield power/voltage regulators for each new circuit, new airfield lighting

controller, and updated utility lighting within the vault building.

The Augusta Commission approved the tentative allocation for a federal and

state funded grant to design and construct the airfield electrical system upgrade/replacement at its August 16, 2022 meeting. The bid process was complied with the construction portion of this project in accordance with the Augusta Georgia procurement guidelines. 3 bids were received. Based on those guidelines, TCA Electrical Contractors, Inc. of Tifton, Georgia was the

qualified prime contractor with the lowest bid submitted.

Financial Impact: TCA Electrical Contractors, Inc. of Tifton Georgia submitted the following

for the said project:

BASE BID (Runway & Taxiway 5/23): \$637,390.00

ADDITIVE BID (Runway & Taxiway 11/29): \$367,100

TOTAL SUBMITTED: \$1,004,490.00

Alternatives: Deny the recommendation

Recommendation: The Daniel Field General Aviation Commission (GAC) recommends

approving the award of this project to TCA Electrical Contractors of Tifton,

Georgia.

Funds are available in the following accounts:

BASE BID-RUNWAY 5/23 & TAXIWAY = \$637,390.00

Federal Funding=45% - \$287,350.89

State Match = 41% - \$260,039.56

Local Match & TIA2 Funding = 14% - \$89,999.56

ADDITIVE BID-RUNWAY 11/29 & TAXIWAY = \$367,100

State Funding=75% - \$275,325

Local Match & TIA2 Funding = 25% - \$91,775

Note: Daniel Field Airport is an enterprise fund. The grant will be coded as 552081210 in One Solution for this project. Additionally, Daniel Field Airport is approved for Band 1 TIA Funding starting June 2023. **GDOT will administer a grant inclusive of all state and federal funds for this project upon ARC approval**.

REVIEWED AND APPROVED BY:

Office of the Administrator

Augusta G E/O R G I A

Takiyah A. Douse Interim Administrator

August 16, 2022

Ms. Rebecca Shealy, Airport Manager Daniel Field Airport 1775 Highland Avenue Augusta, GA 30904

Dear Ms. Shealy:

At the regular meeting held Tuesday, August 16, 2022, the Augusta, Georgia Commission took action on the following:

9. Approved the tentative allocation of \$1,122,500.00 for FAA and GDOT funding and authorize Mayor Davis signing the acceptance of the TA. (Approved by Public Services Committee August 9, 2022).

If you have any questions, please contact me.

In Service,

Takiyah A. Douse Interim Administrator





Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 (404) 631-1990 Main Office

June 17, 2022

The Honorable Hardie Davis, Jr., Mayor Augusta-Richmond County 535 Telfair St., Suite 200 Augusta, GA 30901

Dear Mayor Davis:

The Department is pleased to announce a tentative allocation of federal and state funding assistance for the following projects at Daniel Field.

Project Description	Est. Total	Est. Fed-AIP	Est. Fed-BIL	Est. State	Est. Local
Displace Rwy 5-23 Threshold; Replace Lighting	\$550,000	\$325,000	\$170,000	\$27,500	\$27,500
Displace Rwy 11-29 Threshold; Replace Lighting	\$800,000	\$0.00	\$0.00	\$600,000	\$200,000
Project Totals	\$1,350,000	\$325,000	\$170,000	\$627,500	\$227,500

Please confirm, by letter, no later than **July 15, 2022**, your intent to proceed with and fund this project in the state's Fiscal Year 2023, which ends June 30, 2023. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. This project will require matching funds from Augusta-Richmond County estimated in the amount of \$227,500. This is a tentative allocation of funds, the actual contract amount will be based on competitive bids received to accomplish the project.

The Department has scheduled this project to be ready for contract in **January 2023**. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Brian Walden has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY23 according to the agreed upon schedule
- Formal request for state funding assistance

Please contact Brian Walden, Aviation Project Manager, at (706) 339-0921 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Digitally signed by Leigh Ann Trainer DN: C=US, E-litrainer@dot.ga.gov, U=Division of Intermedal, CN=Leigh Ann Trainer CN=Leigh Ann Trainer

Leigh Ann Trainer, Assistant Director Division of Intermodal

cc: Greg Morris, State Transportation Board Steve Gay, Airport Manager Becky Shealy, VP Business Development

Item 8.

Contract ID: IGTIA2301552

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT



By and Between

THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

CITY OF AUGUSTA

WHEREAS, pursuant to O.C.G.A. § 48-8-240 et seq., the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district; and

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit B:

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECT was approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECT as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECT; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint

Contract ID: IGTIA2301552

or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

ARTICLE I SCOPE AND PROCEDURE

A. <u>General Scope and Procedures.</u> The SCOPE AND PROCEDURE for the PROJECT is set forth in "Exhibit B", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECT will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECT meets and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECT.

- B. <u>Local Project Delivery Application</u>. The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECT attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECT within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.
- C. <u>Applicable Laws, Regulations and Standards</u>. During the duration of the PROJECT and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual Processes and Procedures, available on the DEPARTMENT's website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECT. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.
- D. <u>Notices to Proceed</u>. The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECT shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities Concept Report Approval
- 2) Preliminary Engineering Activities Field Plan Review Approval
- 3) Right of Way
- 4) Construction Notice to Advertise
- 5) Construction Notice to Proceed
- 6) Transit Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

- E. <u>Preliminary Engineering Activities</u>. The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.
- F. <u>Right of Way Acquisition</u>. The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT'S TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

- G. <u>Utility/Railroad Activities</u>. The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECT. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT'S TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.
- H. <u>Construction</u>. The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT'S TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and

does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's Standard Specifications and Special Provisions, Current Edition, as amended in the DEPARTMENT's Supplemental Specifications Book, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for letting the PROJECT to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECT after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

- 1. Submittal of acceptable PE activity deliverables for the PROJECT as noted in the TIA Manual; and
- 2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECT, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECT. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

- I. RESERVED.
- J. RESERVED.
- K. <u>Reporting</u>. During each phase of the PROJECT, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

Item 8.

Contract ID: IGTIA2301552

ARTICLE II REVIEW OF WORK

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

ARTICLE III TERM OF AGREEMENT AND TIME OF PERFORMANCE

- A. <u>Term of Agreement</u>. This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.
- B. <u>Time of Performance</u>. TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECT, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.
- C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECT and to complete the PROJECTS through its own process.

ARTICLE IV RESPONSIBILITY FOR CLAIMS AND LIABILITY

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECT, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

Item 8.

Contract ID: IGTIA2301552

ARTICLE V INSURANCE

t is ui	iderstood that the LOCAL GOVERNMENT (indicate by checking which is applicable):
	is self-insured and all claims against LOCAL GOVERNMENT will be handled through
	<u> </u>
	OR
	shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. 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.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
 - For Professionals \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

Contract ID: IGTIA2301552

ARTICLE VI COMPENSATION AND PAYMENT

A. <u>100% TIA Funded Project</u>.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

THE LOCAL GOVERNMENT PLANS TO BEGIN WORK ON THIS PROJECT PRIOR TO THE COMMENCEMENT OF THE BAND ASSIGNED TO THE PROJECT IN THE APPROVED INVESTMENT LIST(s). ANY AND ALL INVOICES SUBMITTED TO THE DEPARTMENT WILL NOT BE CERTIFIED BY THE COMMISSIONER OF TRANSPORTATION OR THE COMMISSIONER'S DESIGNEE AND SUBMITTED TO GSFIC UNTIL APRIL 3, 2023. PAYMENT WILL BE MADE BASED ON ACTUAL COSTS INCURRED DURING THE YEAR OF EXPENDITURE BY THE LOCAL GOVERNMENT AND WILL NOT INCLUDE ANY INTEREST. PAYMENT REMAINS SUBJECT TO THE AVAILABILITY OF TAX PROCEEDS AS SET FORTH IN MORE DETAIL IN THIS SECTION. FURTHERMORE, THE LOCAL GOVERNMENT MUST STILL COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND STANDARDS AS SET FORTH IN ARTICLE 1.C. ABOVE, INCLUDING BUT NOT LIMITED TO THE TIA MANUAL.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such TIA PROCEEDS from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. <u>Eligible Project Costs.</u> Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. <u>Budget Estimate and Reimbursement.</u>

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623: THREE MILLION NINE HUNDRED DOLLARS AND ZERO CENTS (\$3,900,000.00)

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. **Process For Payment**.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher for the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work has been completed in accordance with this Agreement in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. <u>Insufficient TIA FUNDS.</u>

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the

LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

ARTICLE VII FINAL PAYMENT

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

ARTICLE VIII SUBSTANTIAL CHANGES

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS 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 seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

ARTICLE X SUBLETTING, ASSIGNMENT, OR TRANSFER

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

ARTICLE XI TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

ARTICLE XII MAINTENANCE AND OPERATIONS OF PROJECTS

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

ARTICLE XIII OWNERSHIP OF DOCUMENTS

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

ARTICLE XIV PUBLICATION AND PUBLICITY

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et.seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

ARTICLE XV DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS

- A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:
 - 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
 - 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.
- B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.
- C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:
 - 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
 - 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
 - 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

- A. <u>ASSIGNMENT</u>. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.
- B. <u>NON WAIVER</u>. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
- C. <u>CONTINUITY</u>. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.
 - D. <u>TIME OF THE ESSENCE</u>. All time limits stated herein are of the essence of this Agreement.

- E. <u>PREAMBLE, RECITALS AND EXHIBITS</u>. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
- F. <u>SEVERABILITY</u>. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- G. <u>CAPTIONS</u>. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
- H. <u>GEORGIA AGREEMENT</u>. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.
- I. <u>COUNTERPARTS</u>. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.
- J. <u>INTERPRETATION</u>. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
- K. <u>EXECUTION</u>. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
- L. <u>NO THIRD PARTY BENEFICIARIES</u>. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
- M. <u>ENTIRE AGREEMENT</u>. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

- A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.
- B. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix B of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

- C. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia, as stated in Appendix B.
- D. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.
- E. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.
- F. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix C.
- G. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.
- H. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

 - 2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Contract ID: IGTIA2301552

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF TRANSPORTATION		CITY OF AUGUSTA, GEORGIA				
Commissioner	(Seal)	Signature	Date			
		Printed Name/Title				
ATTEST: Treasurer		ATTEST: I attest to the genuineness of further attest that the above duly authorized to execute to	named officer is			
		Signature	Date			
		Printed Name/Title				
		Federal Employer Identific	ation Number			

Item 8.

EXHIBITS

Exhibit A Work Schedule

Exhibit B Scope and Procedure

Contract ID: IGTIA2301552

EXHIBIT A

WORK SCHEDULE

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

Item 8.

EXHIBIT B

SCOPE AND PROCEDURE

1) Construction, operation and maintenance of Daniel Field Airport - Airfield Improvements, P.I. 0017623

Contract ID: IGTIA2301552

APPENDICES

Appendix A Local Project Delivery Application

Appendix B Certificate of Compliances

Appendix C Georgia Security and Immigration Compliance Act Affidavit

Appendix D Local Government Resolution

Contract ID: IGTIA2301552

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION for the following Projects:

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623





Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 (404) 631-1990 Main Office

February 7, 2023

Dr. Hameed Malik, P.E., Director of Engineering City of Augusta 452 Walker St, Suite 110 Augusta, Georgia 30901

SUBJECT: 0017623 - Daniel Field Airport - Airfield Improvements

Richmond County

Local Delivery Approval

Dr. Malik:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

Construction (CST)

A Local Agreement between the Georgia Department of Transportation and the Columbia County is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Jeramy Durrence at 404-694-6545 or by email at jdurrence@dot.ga.gov.

Sincerely,

20-1

Jeramy Durrence for

Kenneth Franks, State TIA Administrator

KKF:jpd

Cc: Dan Bodycomb, TIA Program Manager George Brewer, TIA Pre-Construction Manager Bobby Adams, TIA Procurement Manager Project File



$Transportation\ Investment\ Act\ (TIA)\ Local\ Project\ Delivery\ Application$

Section I – Local Government Applicant Information							
Applicant Main Contact							
Augusta, Goergia		Hameed Malik					
Contact Title		Phone No					
Director Engineer	ing	706-	796-5040				
Local Government Email address							
hmalik@augustag	hmalik@augustaga.gov						
Contact Address							
452 Walker Stree	452 Walker Street						
Address Line 2	Address Line 2						
Suite 110							
City	State		Zip Code				
Augusta	GA		30901				

Section II – Project Information								
County	City	Congressional District	GDOT District					
Richmond	Augusta	12	2					
Regional Commission	Regional Commission MPO Region (if applicable)							
7	7 ARTS MPO							
Regional Commission ID Number/ PI Number/ and Project Name See Exhibit A								
Local Gover	rnment is LAP Certified							

20-2

	Page 2
Please check all phases of delivery in which the Local Government desires to have respo (PE, ROW, UTL, CST)	nsibility
Preliminary Engineering (PE)	
Right of Way (ROW)	
Utilities (UTL)	
Construction (CST)	
Section III–Method of Delivery	
The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:	
Available resources: PE Phase: In-house (Project Engineers, Program Delivery Lead, Senior Engineer, Traffic Engineer, Surveyand Contract Services (Design Consultants).	ey Crew)
Right-of Way Phase: In-house (Full service land acquisition professional team) and on-call contract service	ices.
Construction: In-house (Construction Manager, Construction Engineer, Inspectors) and CEI on-call contractions.	ract
Please list the Local Government's previous experience with Project Delivery. List two projects of similar scope and cost.	

Project Name:

Marks Church Road Widening From Wrightsboro Road to Wheeler Road / PI#0011394

Project Description:

This project consist of widening the existing two-lane roadway to a three-lane roadway, adding curb and gutter, sidewalks, a storm sewer system, and bridge replacement.

Construction Let Date:
July 2015
Construction Completion Date:
December 2019
Initial Cost Estimate:
\$7,770,896
Final Completed Cost:
\$9,529,072

TIA Local Delivery Application Page 4

Complete the information below and submit to:

Kenneth Franks, State TIA Administrator Georgia Department of Transportation 600 West Peachtree Street, NW Atlanta, Georgia 30308

I hereby certify that I am a principle and duly authorized representative of Georgia, whose address is 452 Walker St., STE110 Augusta Augusta, GA 30901. LOCAL GOVERNMENT: (Signature) Director Engineering (Title) 01/13/2023

(Date)

Exhibit F

Sec. 1-1-27. Employee or public official conflict of interest, procurement prohibitions.

Except as otherwise provided by law, it shall be unethical for any Augusta, Georgia employee or public official, as defined in AUGUSTA, GA CODE section 1-1-22(c)(8), to transact any business or participate directly or indirectly in any procurement contract when the conditions below apply. This prohibition applies at every level of procurement, including, but not limited to, prime contractors, sub-contractors (and every level of contracting below sub-contractors), suppliers, vendors, professional and consultant service providers. The procurement prohibitions provided in this section shall apply when the employee or public official knows that:

- (a) The employee or public official or any member of the employee's or public official's immediate family has a substantial interest or financial interest pertaining to the procurement contract; or
- (b) Any person, business, or organization, with whom the employee or public official (or any member of an employee's of public official's immediate family) is negotiating with for employment purposes (or has an arrangement concerning prospective employment), is involved in the procurement contract.

An employee or public official or any member of an employee's or public official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

Augusta, Georgia Local Project Delivery Application

EXHIBIT A

BAND1 Project- Local Delivery

Daniel Field Airport-Airfield Improvements

PI No: 0017623 Regional Commission: Original Project

Central Savannah **Budget:** \$3,900,000

Regional Project ID: Type: Pavement Current Project

RC07-0124 Rehabilitation **Budget:** \$3,900,000

County: Richmond Project Progress Photos
Congressional Band: 1:2023 to 2026

District: 12

Project Description: Removal of old, unnecessary airfield pavements including runway and taxiway shoulders and intersection radii. Fencing

replacement to enhance safety and security improvements to runway 11/29.

Item 8.

APPENDIX B

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principle and duly authorized representative of City of Augusta, Georgia, whose address is 452 Walker Street, Suite 110, Augusta, GA 30901, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq*. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq*.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

Date	Signature

Contract ID: IGTIA2301552 | Item 8.

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Augusta

Contract No. and Name: IGTIA2301552

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.GA. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number	
The James and the same and the	Signature of Authorized Officer or Agent
Date of Authorization	
	Printed Name of Authorized Officer or Agent
	Title of Authorized Officer or Agent
	Date
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
, DAY OF, 20_	_
	_ [NOTARY SEAL]
Notary Public	-
My Commission Expires:	_

Contract ID: IGTIA2301552

APPENDIX D

LOCAL GOVERNMENT RESOLUTION for the following Projects:

1) Daniel Field Airport - Airfield Improvements, P.I. 0017623

Contract ID: IGTIA2301552

Please replace this page with your authorizing resolution as required by the code section O.C.G.A § 32-4-61. A county shall have the authority to contract as set forth in this part and in paragraph (1) of Code Section 32-4-42. Any contract for work on all or part of the county road system shall be in writing and shall be approved by resolution which shall be entered on the minutes of such county

SAMPLE RESOLUTION

STATE OF GEORGIA

CITY OF AUGUSTA

Passed and adopted this the	day of	, 20
ATTEST:		
COUNTY CLERK	BY: <mark>CH</mark>	AIRMAN
STATE OF GEORGIA,		
CITY OF AUGUSTA		
I, Name, as Clerk of Comm	nission, do hereby certify that I an	n custodian of the books and records
of the same, and that the above and fo	oregoing copy of the original is no	ow on file in my office, and was
passed by the Commission Chairman	and Board of Commissioners City	y of Augusta.
WITNESS my hand and offici	al signature, this the da	ay of,
20	RY·	
	~ · ·	

CLERK OF

Current Date: 07/25/2022

97

Current Time: 12:29:01

AUGUSTA, GEORGIA New Grant Proposal/Application

Before a Department/agency may apply for the grant/award on behalf of Augusta Richmond County, they must first obtain approval signature from the Administrator and the Finance Director. The Administrator will obtain information on the grant program and requirements from the funding agency and review these for feasibility to determine if this grant/award will benefit Augusta Richmond County. The Finance Director will review the funding requirement to determine if the grant will fit within our budget structure and financial goals.

Prop	osal Pro	oject No.	Project 7	Гitle				
PR00		L FIELD	Construc	tion Electrical &	Threshold for	Runways 5/23 &11/29		
fundi funds	ng that port for the loca	ion at 75% al match s	loes not fu	nd the crosswind cal match of 25% rport has approve	runway 11/29, 6. This is why ed projects for the	he airfield electrical upg GDOT agreed to include the local share is so high the upcoming TIA progra g scheduled for mid-Aug	e the secondary runwa for this grant. Daniel am. Airport managem	y in this project,
For notifie	now, the loc ed: NO	al match o	of \$227,50	0 will come from	Daniel Field f	und balance 552000000	3952110. EEO requir	ed: YES; EEO
Start Date: Submit Date: Total Budget	ted Amoun	07/22 t: 1,350,0	00.00	End Date: Department Total Fundi		Daniel Field 1,122,500.00	Cash Match? Total Cash Match:	Y 227,500.00
		nsor: GN	M0004	Fed Aviation A	dm			
	Sponsor T	ype: F		Federal			CLIONAL CROT	
		pose. 19		Airport improv	Contac	more than the contract of the property of the	GM0006 GDOT	
	Type II)	Name		Contac	18	Phone	
	I G	MI019	Shealy,	Becky			(706) 733-16	47
	FA	B SHE.	ALY	07/22/20		Dept. Signature: Signa		17/26/2022
				d enclosed mater	rials and:	county Xappron match gro 	ool condution	malen
O Deny the						match fr	om IIA. US	I OF PLING
Delly the	request	1	0			- Fal	ance to Not	La Controlle
_	mna	Will	lams		7	26-2072	at this to	me. dbw
Finance	Director				Date			
2.) I have r	eviewed the	e Grant ap	plication a	and enclosed mat	erials and:			
9 Approve	e the Depart	ment Age	ency to mo	ve forward with	the application			
		1						
o Deny th	ne request	_					(5	
	Ah do	uz	\sim		7	26/22	7.26	. د د
Adminis	strator				Date			
This for certifica	m will also ation requi	be used trements a	to provide as require	the external au d by the State an	ditors with inf nd Federal Go	ormation on all grants vernment.	for compliance and	

Page

User: RS11464 - Rebecca Shealy

Report: GM1000_PROPOSAL - GM1000: Grants Management: 1



Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree NW Atlanta, GA 30308 (404) 631-1990 Main Office

June 17, 2022

The Honorable Hardie Davis, Jr., Mayor Augusta-Richmond County 535 Telfair St., Suite 200 Augusta, GA 30901

Dear Mayor Davis:

The Department is pleased to announce a tentative allocation of federal and state funding assistance for the following projects at Daniel Field.

Project Description	Est. Total	Est. Fed-AIP	Est. Fed-BIL	Est. State	Est. Local
Displace Rwy 5-23 Threshold; Replace Lighting	\$550,000	\$325,000	\$170,000	\$27,500	\$27,500
Displace Rwy 11-29 Threshold; Replace Lighting	\$800,000	\$0.00	\$0.00	\$600,000	\$200,000
Project Totals	\$1,350,000	\$325,000	\$170,000	\$627,500	\$227,500

495,000

Please confirm, by letter, no later than **July 15, 2022**, your intent to proceed with and fund this project in the state's Fiscal Year 2023, which ends June 30, 2023. State funding for this project if unconfirmed by this date may be reassigned.

State funding assistance must be formally requested by letter to the Department's Commissioner. See attached sample letter. This project will require matching funds from Augusta-Richmond County estimated in the amount of \$227,500. This is a tentative allocation of funds, the actual contract amount will be based on competitive bids received to accomplish the project.

The Department has scheduled this project to be ready for contract in **January 2023**. Please note if the project does not meet the agreed upon schedule the Department will consider moving the project in order to accommodate other projects or consider deferring the project to the next fiscal year. Brian Walden has been assigned as your Project Manager to assist in this tentative allocation award, including but not limited to, overall project coordination, federal and state guidance, and project review and scheduling. Please communicate with your project manager each month regarding your project's status and schedule.

As acknowledgement to this tentative allocation award, please provide a letter with the following: (See attachment)

- Confirmation of intent to proceed with and fund this project in the state's FY23 according to the agreed upon schedule
- Formal request for state funding assistance

Please contact Brian Walden, Aviation Project Manager, at (706) 339-0921 if you have any questions. We look forward to the successful completion of this project.

Sincerely,

Digitally signed by Leigh Ann Trainer
Dix: GetS. E-thrainer@dxt, ag ov.
0=GDOT, OU=Division of Intermodal.
Chel.eigh Ann Trainer
Dixte: 202.06.17 13:32.24-0-4700'

Leigh Ann Trainer, Assistant Director Division of Intermodal

cc: Greg Morris, State Transportation Board Steve Gay, Airport Manager Becky Shealy, VP Business Development

DANIEL FIELD AIRPORT

Dedicated—October 27, 1927

GENERAL AVIATION COMMISSION

AIRPORT MANAGER

1775 HIGHLAND AVE. AUGUSTA, GA 30904 (706) 733-1647

March 21, 2022

Hameed Malik, Ph.D., P.E. Director Engineering Augusta Engineering Department 452 Walker St., Suite 110 Augusta, Georgia 30901

via email to HMalik@augustaga.gov

Re:

Daniel Field Airport | DNL

Transportation Improvement Act (TIA) Program

Justification for Earlier Letting

Dear Dr. Malik:

We appreciate the opportunity to work with you and your staff again on TIA-funded projects at Daniel Field Airport. These funds are pivotal for enhancing safety, efficiency, and sustainability for the entire airfield.

Airfield Improvements in Band One at \$3.9 million will be a multi-year, multi-phased project to significantly increase airfield safety and pavement integrity, primarily on our crosswind runway, Runway 11/29, for which we do not receive federal funding to maintain.

We respectfully request this project be advanced for letting from January 2025 to June 2023. Allowing these projects to advance earlier in Band One will preclude potential operational impacts to the runway system and construction cost escalations of waiting until 2025. We further expect to request state Airport Aid funds to augment this project, providing additional leverage and value to this considerable TIA program.

Commercial Hangar Development in Band Two at \$2.6 million will be a significant contribution to Daniel Field's ability to attract new aviation or aerospace businesses, jobs, and economic impact to the region, and boost the airport's capacity to generate self-sustaining revenue.

If funding and other TIA program priorities allow, we also request this project be moved for letting from January 2028 to January 2027. All enabling projects for the hangar development will be complete by 2026 and advancing this project will allow for revenue generation sooner. We'd also like to avoid construction cost escalations.

Thank you for your continued support of Daniel Field and we welcome any questions you have about our projects.

Blue skies,

Becky Shealy Manager, Daniel Field Airpor

Invitation to Bid

Sealed bids will be received at this office until Wednesday, March 22, 2023 @ 3:00 p.m. via ZOOM Meeting ID: 840 8786 0935;

Passcode: 427777 for furnishing:

Bid Item #23-150 Field Airport Construction - Airfield Electrical System Upgrade for Runways 5/23 & 11/29 for Augusta, GA – Daniel

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 contractors, subcontractors, and suppliers exclusively from Augusta Blueprint. **The fees for the plans and specifications which are non-refundable are \$200.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.augustablue.com) at no charge through **Augusta Blueprint (706 722-6488)** beginning **Thursday, February 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. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Pre-Bid Conference will be held on Monday, March 6, 2023 @ 10:00 a.m. Via Zoom – Meeting ID: 810 6829 6017; Passcode: 499016. Optional Site Visit will be held on Wednesday, March 8, 2023; please contact Becky Shealy at (706) 339-6960 in advance.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, March 9, 2023 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered.

No proposal may be withdrawn for a period of ninety (90) days after BIDs have been opened, pending the execution of contract with the successful vendor. A 10% Bid Bond is required. A 100% performance bond and a 100% payment bond will be required for award.

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

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

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 9, 16, 23, 2023 and March 2, 2023

Metro Courier February 9, 2023

Revised: 2/19/2016

GEORGIA

Bid Opening Item #23-150 Construction - Airfield Electrical System Upgrade for Runways 5/23 & 11/29 for Augusta, GA – Daniel Field Airport

Bid Date: Tuesday, March 28, 2023 @ 3:00 p.m.

Total Number Specifications Mailed Out: 18

Total Number Specifications Download (Demandstar): 9

Total Electronic Notifications (Demandstar): 217

Georgia Procuement Registry: 1350

Total Packages Submitted: 3

Total Noncompliant: 1

Vendors	Attachment "B"	Addendum 1-2	E-Verify Number	SAVE Form	Bid Bond	Base Bid	Taxiway C Lighting	Taxiway A Lighting	Additive Bid	Compliance Review 8.48%
TCA Electrical Contractor, INC 2209 Leslie Lock Road Tifton, GA 31793	Yes	Yes	135396	Yes	Yes	\$402,690.00	\$234,700.00	\$216,950.00	\$150,150.00	Yes
Precision Approach, LLC 874 Harmon Road Eatonton, GA 31024	Yes	Yes	56279	Yes	Yes	\$1,336,333.00	\$601,728.00	\$732,041.00	\$411,934.00	Yes
Immaculate Facilities Group, LLC 630 Ellis Street, 2C Augusta, GA 30901	Yes	Yes	570929	Yes	Yes	\$844,656.71	\$633,492.53	\$316,746.27	\$316,946.27	Non-Compliant

AUGUSTA, GEORGIA DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29 CERTIFIED BID TABULATION



CONTRACTOR	BID AMOU	UNT(S)	REMARKS
T.C.A. Electrical Contractors, Inc.	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$402,690.00 \$234,700.00 \$216,950.00 \$150,150.00 \$1,004,490.00	DBE GOAL - COMPLIANT
Precision Approach, LLC	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$1,336,333.00 \$601,728.00 \$732,041.00 \$411,934.00 \$3,082,036.00	DBE GOAL - COMPLIANT
Immaculate Facilities Group, LLC	_	_	Deemed non-responsive by Augusta Compliance Department

DANIEL FIELD AIRPORT | DNL

CONSTRUCTION - AIRFIELD ELECTRICAL SYSTEM UPGRADE FOR RUNWAYS 5-23 & 11-29 CERTIFIED BID TABULATION

Bids Opened 28 March 2023 3:00 PM EDT



CONTRACTOR	ATTACHMENT B notarized	BID PROPOSAL INCLUDING BID SCHEDULE	ACKNOWLEDG EMENT OF ADDENDA	SAVE PROGRAM	BID BOND	BUY AMERICAN CERT.	DBE (goal 8.48%)	Confirm that DBE is certified	CONTRACTOR QUALIFICATION STATEMENT	E-VERIFY	BID AMOUNT(S)		REMARKS
T.C.A. Electrical Contractors, Inc.	х	х	х	х	10%	х	8.48%	х	х	att B	BASE BID (RWY 05-23) \$402,690.00 BASE BID (TWY C) \$234,700.00 ADDITIVE (RWY 11-29) \$216,950.00 ADDITIVE (TWY A) \$150,150.00 TOTAL: \$1,004,490.00		GVSM ELECTRICAL, LLC - DBE SUPPLIER DBE - 8.48% (60% FOR SUPPLIERS) BIDDER'S LIST COLLECTION FORM (DBE) NOT FILLED OUT
Precision Approach, LLC	Х	х	х	х	10%	х	8.48%	х	Х	att B	BASE BID (RWY 05-23) BASE BID (TWY C) ADDITIVE (RWY 11-29) ADDITIVE (TWY A) TOTAL:	\$1,336,333.00	BULLZEYE EQUIPMENT AND SUPPLY - DBE SUPPLIER DBE 8.48%

I HEREBY CERTIFY THAT THE ABOVE IS TRUE & CORRECT SUMMARY OF BIDS RECEIVED

Tim Fredlund, PE, Principal Engineer

MaesAwyr, LLC

DANIEL FIELD AIRPORT | DNL

 ${\bf CONSTRUCTION \cdot AIRFIELD \; ELECTRICAL \; SYSTEM \; UPGRADE \; FOR \; RUNWAYS \; 5-23 \; \& \; 11-29 } \\ {\bf CERTIFIED \; BID \; TABULATION }$



					Engineer's Es	timates (GMC)		cal Contractors, nc.	Precision A	pproach, LLC
Item	Spec. No.	Description	Quantity	U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
BASE BIE	- RUNWAY LIGH	TING 05-23 (DISPLACED THRESHOLD)								
1.	C-101	MOBILIZATION	1	LS	\$35,000.00	\$35,000.00	\$32,000.00	\$32,000.00	\$132,733.00	\$132,733.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$27,500.00	\$27,500.00
4.	L-108-5.1	TRENCHING	12,500	LF	\$3.00	\$37,500.00	\$1.20	\$15,000.00	\$2.00	\$25,000.00
5.	L-108-5.2			LF	\$2.50	\$37,500.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS		LF	\$3.00	\$37,500.00	\$1.00	\$12,500.00	\$2.50	\$31,250.00
7.	L-108-5.4	NO.12 AWG, 600V, TYPE THHN, INSTALLED IN CONDUIT	2,500	LF	\$2.50	\$6,250.00	\$0.60	\$1,500.00	\$2.10	\$5,250.00
8.	L-109-7.1	INSTALLATION OF EQUIPMENT WITHIN AN EXISTING VAULT WITH NEW ELECTRICAL SERVICE	1	EA	\$85,000.00	\$85,000.00	\$18,000.00	\$18,000.00	\$40,000.00	\$40,000.00
9.	L-109-7.2	L-828 4KW CONSTANT CURRENT REGULATOR	1	EA	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.00
10.	L-109-7.5	L-828 15 kW CONSTANT CURRENT REGULATOR	1	EA	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00	\$20,000.00	\$20,000.00
11.	L-109-7.6	VAULT LIGHTING & POWER (NEW POWER & LGT CONTROL PNLS)	1	EA	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$55,000.00	\$55,000.00
12.	L-110-5.1	DIRECTIONAL BORING, 2-WAY 2-INCH POLYETHYLENE CONDUIT	300	LF	\$25.00	\$7,500.00	\$25.00	\$7,500.00	\$67.00	\$20,100.00
13.	L-110-5.2	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 1-INCH	3,000	LF	\$4.00	\$12,000.00	\$1.20	\$3,600.00	\$10.00	\$30,000.00
14.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-IN	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
15.	L-110-5.4	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 4-1	500	LF	\$10.00	\$5,000.00	\$15.00	\$7,500.00	\$42.00	\$21,000.00
16.	L-115-5.1	ELECTRICAL MANHOLE, INSTALLED	30	EA	\$1,500.00	\$45,000.00	\$800.00	\$24,000.00	\$11,000.00	\$330,000.00
17.	L-125-5.1	EXISTING BASE-MOUNTED RUNWAY EDGE LIGHT	9	EA	\$125.00	\$1,125.00	\$200.00	\$1,800.00	\$750.00	\$6,750.00
18.	L-125-5.2	EXISTING STAKE-MOUNTED RUNWAY EDGE LIGH EXISTING BASE MOUNTED GUIDANCE SIGN,	59	EA	\$125.00 \$125.00	\$7,375.00 \$1,125.00	\$100.00 \$300.00	\$5,900.00 \$2,700.00	\$350.00 \$1,500.00	\$20,650.00 \$13,500.00
19.	L-125-5.5	REMOVED	9	EA	· ·					
20.	L-125-5.6	EXISTING REIL LIGHT, REMOVED	1	EA	\$250.00	\$250.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
21.	L-125-5.7	EXISTING PAPI 2-BOX UNITS, REMOVED L-861 (MIRL LED), BASE MOUNTED RUNWAY	2	EA	\$250.00 \$1,300.00	\$500.00 \$26,000.00	\$2,000.00 \$550.00	\$4,000.00 \$11,000.00	\$3,000.00	\$6,000.00
22.	L-125-5.8	EDGE LIGHT, INSTALLED L-861E (MIRL LED), BASE MOUNTED RUNWAY THRESHOLD/END LIGHT, INSTALLED	20	EA EA	\$1,300.00	\$41,600.00	\$600.00	\$19,200.00	\$2,400.00	\$76,800.00
23.	L-125-5.8 L-125-5.9	L-861 (MIRL LED), STAKE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	32 16	EA	\$1,300.00	\$20,800.00	\$850.00	\$13,600.00	\$1,500.00	\$24,000.00
25.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	2	EA	\$4,200.00	\$8,400.00	\$3,900.00	\$7,800.00	\$7,500.00	\$15,000.00
26.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	7	EA	\$5,400.00	\$37,800.00	\$4,500.00	\$31,500.00	\$8,000.00	\$56,000.00
27.	L-125-5.14	L-867 JUNCTION BASE CAN, INSTALLED	70	EA	\$950.00	\$66,500.00	\$730.00	\$51,100.00	\$1,000.00	\$70,000.00
28.	L-125-5.15	L-849E(L) REILS, INSTALLED	4	EA	\$5,000.00	\$20,000.00	\$7,800.00	\$31,200.00	\$25,000.00	\$100,000.00
29.	L-125-5.16	L-881 STYLE B PAPI 2-BOX UNITS, INSTALLED	2	EA	\$15,000.00	\$30,000.00	\$15,000.00	\$30,000.00	\$30,000.00	\$60,000.00
30.	T-901-5.1	SEEDING	0.6	AC	\$3,000.00	\$1,800.00	\$2,000.00	\$1,200.00	\$12,000.00	\$7,200.00
31.	T-908-5.1	MULCHING	2,650	SY	\$3.00	\$7,950.00	\$0.60	\$1,590.00	\$4.00	\$10,600.00
		D RUNWAY LIGHTING 05-23	2,000	31	Ç3.00	\$659,475.00	Ç0.00	\$402,690.00	ÿ4.00	\$1,336,333.00

DANIEL FIELD AIRPORT | DNL

 ${\bf CONSTRUCTION \cdot AIRFIELD \; ELECTRICAL \; SYSTEM \; UPGRADE \; FOR \; RUNWAYS \; 5-23 \; \& \; 11-29 } \\ {\bf CERTIFIED \; BID \; TABULATION }$



					Engineer's Es	stimates (GMC)		cal Contractors, nc.	Precision Approach, LLC	
ltem	n Spec. No. Description Quantity U/M					Total est price	Unit Price	Total	Unit Price	Total
ASE BII	D - TAXIWAY D LI	GHTING (ADJACENT TO 05-23)								
1.	C-101	MOBILIZATION	1	LS	\$21,500.00	\$21,500.00	\$500.00	\$500.00	\$60,028.00	\$60,028.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$10,000.00	\$10,000.0
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$9,000.00	\$9,000.00	\$500.00	\$500.00	\$15,000.00	\$15,000.00
4.	L-108-5.1	TRENCHING	15,000	LF	\$3.00	\$45,000.00	\$1.20	\$18,000.00	\$2.00	\$30,000.0
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	18,000	LF	\$2.50	\$45,000.00	\$1.00	\$18,000.00	\$2.50	\$45,000.0
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND		LF	\$3.00	\$45,000.00	\$1.00	\$15,000.00	\$2.50	\$37,500.0
7.	L-109-7.1	INSTALLATION OF EQUIPMENT WITHIN AN EXISTING VAULT WITH NEW ELECTRICAL SERVICE	0	EA	\$75,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8.	L-109-7.2	L-828 4KW CONSTANT CURRENT REGULATOR	1	EA	\$7,500.00	\$7,500.00	\$11,000.00	\$11,000.00	\$15,000.00	\$15,000.0
9.	L-109-7.4	L-828 10kW CONSTANT CURRENT REGULATOR	1	EA	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$17,000.00	\$17,000.0
10.	L-110-5.1	DIRECTIONAL BORING, 1-WAY 2-INCH POLYETHYLENE CONDUIT	0	LF	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-IN	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
12.	L-125-5.3	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHT	25	EA	\$125.00	\$3,125.00	\$200.00	\$5,000.00	\$500.00	\$12,500.0
13.	L-125-5.4	EXISTING STAKE-MOUNTED TAXIWAY EDGE LIGHT, REMOVED	73	EA	\$100.00	\$7,300.00	\$100.00	\$7,300.00	\$300.00	\$21,900.0
14.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	12	EA	\$500.00	\$6,000.00	\$300.00	\$3,600.00	\$1,500.00	\$18,000.0
15.	L-125-5.10	L-861T (MITL LED), BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	32	EA	\$1,000.00	\$32,000.00	\$300.00	\$9,600.00	\$2,200.00	\$70,400.0
16.	L-125-5.11	L-861T (MITL LED), STAKE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	68	EA	\$650.00	\$44,200.00	\$700.00	\$47,600.00	\$1,300.00	\$88,400.0
17.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	6	EA	\$4,200.00	\$25,200.00	\$3,900.00	\$23,400.00	\$7,500.00	\$45,000.0
18.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	6	EA	\$5,400.00	\$32,400.00	\$4,500.00	\$27,000.00	\$8,000.00	\$48,000.0
19.	L-125-5.14	L-867 JUNCTION BASE CAN	40	EA	\$950.00	\$38,000.00	\$730.00	\$29,200.00	\$1,000.00	\$40,000.0
20.	T-901-5.1	SEEDING	1	AC	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$12,000.00	\$12,000.0
21.	T-908-5.1	MULCHING	2,500	SY	\$3.00	\$7,500.00	\$0.60	\$1,500.00	\$4.00	\$10,000.0
		D TAXIWAY D LIGHTING D (RUNWAY 05-23 AND TAXIWAY D)				\$406,725.00 \$1,066,200.00		\$234,700.00 \$637,390.00		\$601,728. \$1,938,061

DANIEL FIELD AIRPORT | DNL

 ${\bf CONSTRUCTION \cdot AIRFIELD \; ELECTRICAL \; SYSTEM \; UPGRADE \; FOR \; RUNWAYS \; 5-23 \; \& \; 11-29 } \\ {\bf CERTIFIED \; BID \; TABULATION }$



					Engineer's Es	stimates (GMC)		al Contractors, nc.	Precision Approach, LLC	
Item	Spec. No.	Spec. No. Description		U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
ADDITI	VE BID - RUNWAY	LIGHTING 11-29								
1.	C-101	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$73,141.00	\$73,141.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$25,000.00	\$25,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$31,500.00	\$31,500.00
4.	L-108-5.1	TRENCHING	15000	LF	\$3.00	\$45,000.00	\$1.20	\$18,000.00	\$2.00	\$30,000.00
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT		LF	\$2.50	\$50,000.00	\$1.00	\$20,000.00	\$2.50	\$50,000.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	15000	LF	\$3.00	\$45,000.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
7.	L-109-7.3	L-828 7.5 kW CONSTANT CURRENT REGULATOR	1	EA	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$16,500.00	\$16,500.00
8.	L-110-5.1	DIRECTIONAL BORING, 1-WAY 2-INCH POLYETHYLENE CONDUIT	0	LF	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-IN	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
10.	L-115-5.1	ELECTRICAL MANHOLE, INSTALLED	12	EA	\$1,500.00	\$18,000.00	\$800.00	\$9,600.00	\$11,000.00	\$132,000.00
11.	L-125-5.1	EXISTING BASE-MOUNTED RUNWAY EDGE LIGHT	44	EA	\$125.00	\$5,500.00	\$200.00	\$8,800.00	\$750.00	\$33,000.00
12.	L-125-5.2	EXISTING STAKE-MOUNTED RUNWAY EDGE LIGH	22	EA	\$125.00	\$2,750.00	\$100.00	\$2,200.00	\$350.00	\$7,700.00
13.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	4	EA	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$1,500.00	\$6,000.00
14.	L-125-5.6	EXISTING REIL LIGHT, REMOVED	2	EA	\$250.00	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
15.	L-125-5.8	L-861 (MIRL LED), BASE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	12	EA	\$1,300.00	\$15,600.00	\$550.00	\$6,600.00	\$2,300.00	\$27,600.00
16.	L-125-5.8	L-861E (MIRL LED), BASE MOUNTED RUNWAY THRESHOLD/END LIGHT, INSTALLED	32	EA	\$1,200.00	\$38,400.00	\$600.00	\$19,200.00	\$2,400.00	\$76,800.00
17.	L-125-5.9	L-861 (MIRL LED), STAKE MOUNTED RUNWAY EDGE LIGHT, INSTALLED	22	EA	\$1,300.00	\$28,600.00	\$850.00	\$18,700.00	\$1,500.00	\$33,000.00
18.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	1	EA	\$4,200.00	\$4,200.00	\$3,900.00	\$3,900.00	\$7,500.00	\$7,500.00
19.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	3	EA	\$5,400.00	\$16,200.00	\$4,500.00	\$13,500.00	\$8,000.00	\$24,000.00
20.	L-125-5.14	L-867 JUNCTION BASE CAN	50	EA	\$950.00	\$47,500.00	\$730.00	\$36,500.00	\$1,000.00	\$50,000.00
21.	L-125-5.15	L-849E(L) REILS, INSTALLED	2	EA	\$5,000.00	\$10,000.00	\$7,800.00	\$15,600.00	\$25,000.00	\$50,000.00
22.	T-901-5.1	SEEDING	0.4	AC	\$3,000.00	\$1,200.00	\$2,000.00	\$800.00	\$12,000.00	\$4,800.00
23.	T-908-5.1	MULCHING	1250	SY	\$3.00	\$3,750.00	\$0.60	\$750.00	\$4.00	\$5,000.00
	TOTAL ADDITIVI	E BID RUNWAY LIGHTING 11-29				\$406,700.00		\$216,950.00		\$732,041.0

DANIEL FIELD AIRPORT | DNL

 ${\bf CONSTRUCTION \cdot AIRFIELD \; ELECTRICAL \; SYSTEM \; UPGRADE \; FOR \; RUNWAYS \; 5-23 \; \& \; 11-29 } \\ {\bf CERTIFIED \; BID \; TABULATION }$

Bids Opened 28 March 2023 3:00 PM EDT



				Engineer's Es	stimates (GMC)		cal Contractors, nc.	Precision Approach, LLC		
Item	Spec. No.	c. No. Description (U/M	Est unit price	Total est price	Unit Price	Total	Unit Price	Total
ADDITI	VE BID - TAXIWAY	A LIGHTING (ADJACENT TO 11-29)								
1.	C-101	MOBILIZATION	1	LS	\$21,500.00	\$21,500.00	\$500.00	\$500.00	\$41,634.00	\$41,634.00
2.	C-102-6.1	TEMPORARY EROSION CONTROL	1	LS	\$20,000.00	\$20,000.00	\$500.00	\$500.00	\$12,000.00	\$12,000.00
3.	L-108-5.0	EXISTING L-824, 5KV CONDUCTOR, REMOVED	1	LS	\$9,000.00	\$9,000.00	\$500.00	\$500.00	\$24,000.00	\$24,000.00
4.	L-108-5.1	TRENCHING	15000	LF	\$3.00	\$45,000.00	\$1.20	\$18,000.00	\$2.00	\$30,000.00
5.	L-108-5.2	NO. 8 AWG, 5 kV, L-824, TYPE C CABLE, INSTALLED IN TRENCH, DUCT BANK OR CONDUIT	20,000	LF	\$2.50	\$50,000.00	\$1.00	\$20,000.00	\$2.50	\$50,000.00
6.	L-108-5.3	NO. 6 AWG, SOLID, BARE COUNTERPOISE WIRE, INSTALLED IN TRENCH, INCLUDING GROUND RODS AND GROUND CONNECTORS	15,000	LF	\$3.00	\$45,000.00	\$1.00	\$15,000.00	\$2.50	\$37,500.00
7.	L-109-7.3	L-828 7.5 kW CONSTANT CURRENT REGULATOR	1	EA	\$10,000.00	\$10,000.00	\$11,600.00	\$11,600.00	\$16,500.00	\$16,500.00
8.	L-110-5.1	DIRECTIONAL BORING, 1-WAY 2-INCH POLYETHYLENE CONDUIT	0	LF	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9.	L-110-5.3	NON-ENCASED ELECTRICAL CONDUIT, 1-WAY 2-II	500	LF	\$5.00	\$2,500.00	\$6.00	\$3,000.00	\$12.00	\$6,000.00
10.	L-125-5.3	EXISTING BASE-MOUNTED TAXIWAY EDGE LIGHT	20	EA	\$125.00	\$2,500.00	\$200.00	\$4,000.00	\$500.00	\$10,000.00
11.	L-125-5.4	EXISTING STAKE-MOUNTED TAXIWAY EDGE LIGHT, REMOVED	42	EA	\$100.00	\$4,200.00	\$100.00	\$4,200.00	\$300.00	\$12,600.00
12.	L-125-5.5	EXISTING BASE MOUNTED GUIDANCE SIGN, REMOVED	4	EA	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$1,500.00	\$6,000.00
13.	L-125-5.10	L-861T (MITL LED), BASE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	20	EA	\$1,000.00	\$20,000.00	\$300.00	\$6,000.00	\$2,200.00	\$44,000.00
14.	L-125-5.11	L-861T (MITL LED), STAKE MOUNTED TAXIWAY EDGE LIGHT, INSTALLED	42	EA	\$650.00	\$27,300.00	\$700.00	\$29,400.00	\$1,300.00	\$54,600.00
15.	L-125-5.12	L-858(L) BASE MOUNTED, LED 1-MODULE GUIDANCE SIGN, INSTALLED	3	EA	\$4,200.00	\$12,600.00	\$3,900.00	\$11,700.00	\$7,500.00	\$22,500.00
16.	L-125-5.13	L-858(L) BASE MOUNTED, LED 2-MODULE GUIDANCE SIGN, INSTALLED	1	EA	\$5,400.00	\$5,400.00	\$4,500.00	\$4,500.00	\$8,000.00	\$8,000.00
17.	L-125-5.14	L-867 JUNCTION BASE CAN	25	EA	\$950.00	\$23,750.00	\$730.00	\$18,250.00	\$1,000.00	\$25,000.00
18.	T-901-5.1	SEEDING	0.3	AC	\$3,000.00	\$900.00	\$2,000.00	\$600.00	\$12,000.00	\$3,600.00
19.	T-908-5.1	MULCHING	2,000	SY	\$3.00	\$6,000.00	\$0.60	\$1,200.00	\$4.00	\$8,000.00
	TOTAL ADDITIV	E BID - TAXIWAY A LIGHTING				\$714,350.00		\$150,150.00		\$411,934.00
		E BID - RUNWAY LIGHTING 11-29 AND TAXIWAY A	LIGHTING			\$1,121,050.00		\$367,100.00		\$1,143,975.00
	BASE BID+ADDIT	IVE BID				\$2,187,250.00		\$1,004,490.00		\$3,082,036.00

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE & CORRECT SUMMARY OF BIDS RECEIVED.

Tim Fredlund, PE, Principal Engineer

MaesAwyr, LLC

Processed on:	State of Georgia UCP Directory ocessed on: Mar-29-2023 03:52 PM														
Business Name	Vendor Number	Contact	Fax	Phone	Addres s	Addres s Line 2	City	Stat e	Zip Code	Email	Certification Type	Certificatio n Entity	NAICS		
BULLZEYE EQUIPMENT AND SUPPLY, INC	0000000013832	Ms. KRISTIE COLLINS	. ,	(843)899-4001	P.O. BOX 484		MONCKS CORNER		29461	kcollins@bullzeyeequipment.com	Disadvantaged Business Enterprise (DBE)	MAR	23831, 42321, 42339, 42344, 42345, 42371, 42382, 42383, 42384, 42385, 42399, 42411, 42412, 532412		

Business Name is equal to BULLZEYE EQUIPMENT AND SUPPLY, INC

Processed on: N	Mar-29-2023 03:53 F	PM			State	of Georg	gia UCP Dire	ctory					
Business Name	Vendor Number	Contact	Fa x	Phone	Address	Addres s Line 2	City	Stat e	Zip Code	Email	Certification Type	Certificatio n Entity	NAICS
GVSM ELECTRICAL, LLC	0000000015577	Ms. VERONICA RILEY		(404)713-1825	5756 GLYNN FOREST DRIVE		NORCROSS	GA	30093	gvsmelectrical@gmail.com	Disadvantaged Business Enterprise (DBE)	GDOT	42512

Business Name is equal to GVSM ELECTRICAL, LLC



Compliance Department

Phyllis Johnson Compliance Director

MEMORANDUM

_	_	
7	Ο.	
	LJ.	

Becky Shealy, Daniel Field Airport

Steven Gay, Daniel Field Airport

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department

Date:

March 29, 2023

Subject:

Bid Item # 23-150 - Construction - Airfield Electrical System Upgrade for Runways

5-23 & 11-29 for Augusta, GA - Daniel Field Airport

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, **TCA Electrical Contractors**, **Inc.** The Augusta, Georgia DBE Program for U.S. DOT – FAA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-150 — Construction — Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA — Daniel Field Airport for Augusta, Georgia, is 8.48%. The bidder/offeror has committed to a minimum of 8.48% and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this RFP, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help 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:

Becky Shealy, Daniel Field Airport Steven Gay, Daniel Field Airport

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department

B

Date:

March 29, 2023

Subject:

Bid Item # 23-150 - Construction - Airfield Electrical System Upgrade for Runways

5-23 & 11-29 for Augusta, GA - Daniel Field Airport

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, **Precision Approach**, **LLC**. The Augusta, Georgia DBE Program for U.S. DOT – FAA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-150 — Construction — Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA — Daniel Field Airport for Augusta, Georgia, is 8.48%. The bidder/offeror has committed to a minimum of 8.48% and did submit the required forms, is responsive, and has satisfied the good faith efforts.

This bidder/offeror is eligible for award.

Should this bidder/offeror be selected for this RFP, upon award, the Compliance Department, DBE Division will monitor the Contractor on a monthly basis to help 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:

Becky Shealy, Daniel Field Airport

Steven Gay, Daniel Field Airport

Geri Sams, Director, Procurement Department

From:

Phyllis Johnson, Director, Compliance Department

Date:

March 29, 2023

Subject:

Bid Item # 23-150 - Construction - Airfield Electrical System Upgrade for Runways

5-23 & 11-29 for Augusta, GA - Daniel Field Airport

This Bidder/Offeror IS eligible for award	I. 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, **Immaculate Facilities Group, LLC.** The Augusta, Georgia DBE Program for U.S. DOT – FAA, to comply with 49 CFR Part 26, enforces all DBE requirements requiring contractor(s) to meet the DBE Goal or provide evidence of completing good faith efforts on federally funded DOT-assisted contracts.

The goal established for Bid Item # 23-150 – Construction – Airfield Electrical System Upgrade for Runways 5-23 & 11-29 for Augusta, GA – Daniel Field Airport for Augusta, Georgia, is **8.48%**. The bidder/offer has not met the minimum participation and has approximately <mark>0%</mark> utilization. In addition, the bidder/offeror <u>did not all of the required forms or submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.</u>

Note: The proposer/offerer provided the "Letter of Intent" Indicating an intent to use Tom Jackson and Associates LLC. After a review of GDOT's directory of certified DBE firms, Tom Jackson and Associates LLC is not a certified DBE in the state of GA. Additionally, the proposer/offerer did not submit the required "Utilization Statement" nor the GFE form and supporting documents. As this is project is Federally Funded, DBE utilization applies and is required unless the burden of proof is met with regard to GFE.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the DBE regulation; therefore, this bidder is not eligible for award.

Should you have questions, please contact me at (706) 826-1325.

Item 8.

Prequalified

Directory of Prequalified Contractors and Registered Subcontractors

Processed On: Mar-29-2023 03:03

<u>2TC050</u> TCA ELECTRICAL CONTRACTORS, INC.

Shipping Address: 2209 LESLIE LOCKE RD. TIFTON, GA 31793 Mailing Address: 2209 LESLIE LOCKE RD. TIFTON, GA 31793

Phone Number: (229)387-7097

M HAROLD BENNETT

Fax Number: (229)387-7191

Email: phyllis@tcatifton.com Prequalification Expiration Date:Mar-31-2024

Work Class:664 - FLECTRICAL DISTRIBUTION

Work Class:664 - ELECTRICAL DISTRIBUTION
Work Class:680 - LIGHTING STANDARDS AND LUMINAIRES

Item 8.

State of Georgia UCP Directory

Processed on: Mar-29-2023 03:48 PM

Business Name	Vendor Number	Contact	Fa x	Phone	Address	Addres s Line 2	City	Stat e	Zip Code	Email	Certification Type	Certificatio n Entity	NAICS
GVSM ELECTRICAL, LLC	0000000015577	Ms. VERONICA RILEY		(404)713-1825	5756 GLYNN FOREST DRIVE		NORCROSS	GA	30093	gvsmelectrical@gmail.com	Disadvantaged Business Enterprise (DBE)	GDOT	42512

Business Name is equal to GVSM ELECTRICAL, LLC

Augusta Blueprint & Microfilm, Inc.

#23-150 Construction - Airfield Electrical System Upgrade for Runaways 5-23 & 11-29 for Augusta, GA - Daniel Field Airport

Planholders List

Set#	Received By	Delivered	Shipped	Picked-Up /Email	Address	Phone	Fax#
-	Construct Connect			X	3825 Edwards Road Suite 800 Cincinnati, OH 45209 lori.demko@constructconnect.com	513-458-8690	866-570-8187
7	Precision Approach, LLC		X		874 Harmony Road Eatonton, GA 31024 srgreen@precisionapproach.org	706-485-7201	
m	Trinity Electrical Services, Inc.			X	2311 Golden Isles West Baxley, GA 31513 Trinity.Electrical@att.net	412-339-2502	
4	Hypower		X		5913 NW 31 Avenue Ft. Lauderdale, Fl 33309 dvalentine@hypowerinc.com	954-914-1404	
8	Dodge Construction Network			×	2860 S. State Highway 161 Suite 160 #501 Grand Prairie, TX 75052 darlene.baker-mann@construction.com	844-326-3826	609-336-2767
9	Southeast Site Services, LLC			X	117 Industrial Blve Suite G Gray, GA 31032 mbragg@southeastsiteservices.com	706-713-6460	478-986-9989
7	Immaculate Facilities Group			×	117 Industrial Blve Suite G Gray, GA 31032 dthornton@vlineservices.com	706-439-9535	
∞	TCA Electrical Contractors, Inc			×	2209 Leslie Locke Road Tifton, GA 31793 freddie@tcatifton.com	229-387-7097	229-387-7191

Item 8.

ALLEN ENTERPRISES, INC. ADB SAFEGATE; AIRPORT LIGHTING EQUIPMENT SALES 5659 COMMERCE DRIVE, SUITE 100 ORLANDO, FL 32839-2969

O'CONNELL ELECTRIC CO. 400 SYSTEMS ROAD ROCHESTER, NY 14623 WALKER & WHITESIDE, INC. 10 RAMSEUR CT. GREENVILLE, SC 29607

AIRPORT LIGHTING COMPANY 108 FAIRGROUNDS DRIVE MANLIUS, NY 13104-2416 HEBBARD ELECTRIC 2225 NORTH LEG ROAD AUGUSTA, GA 30909 CARTER ELECTRICAL 3940 WASHINGTON RD. AUGUSTA, GA 30907

SOUTHEAST SITE SERVICES ATTN: JESSE ANNIS P.O. BOX 1315 GRAY, GA 31032

S & R ELECTRICAL 513 SKYVIEW DR. AUGUSTA, GA 30901 AUBREY SILVEY ENTERPRISES, INC. ATTN: SCOTT BARRETT 917 ALABAMA AVE. S BREMEN, GA 30110

NEWSOME ELECTRICAL CONSTRUCTION 3317 PERKINS RD AUGUSTA, GA 30906 CHATTAHOOCHEE VALLEY INSTALLATIONS 2459 HILTON CT SUITE A GAINESVILLE, GA 30501

RL WILEY 4144 WHEELER RD. AUGUSTA, GA 30907

TCA ELECTRICAL ATTN: HAROLD BENNETT 2209 LESLIE LOCKE RD. TIFTON, GA 31794

PRECISION APPROACH LLC 874 HARMONY ROAD EATONTON, GA 31024 PELICAN ELECTRICAL GROUP, INC 251 DOUGLAS ROAD EAST OLDSMAR, FLORIDA 34677-2946 Returned

TRINITY ELECTRICAL SERVICES, INC. 2209 GOLDEN ISLES WEST BAXLEY, GA 31513 HYPOWER 5913 NW 31ST AVE. FORT LAUDERDALE, FL 33309

RESA POWER 211 EAST BLVD CHARLOTTE, NC 28203

BECKY SHEALY DANIEL FIELD

STEVE GAY
DANIEL FIELD

PHYLLIS MILLS JOHNSON COMPLIANCE DEPARTMENT

BID ITEM 23-150 CONSTRUCTION -AIRFIELD ELECTRICAL UPGRADE FOR RUNWAYS 5-23 & 11-29 FOR AUGUSTA, GA-DANIEL FIELD AIRPORT MAILED: 02/09/23 BID ITEM 23-150
CONSTRUCTION -AIRFIELD
ELECTRICAL UPGRADE FOR
RUNWAYS 5-23 & 11-29 FOR
AUGUSTA, GA-DANIEL FIELD
AIRPORT
BID DUE: WED. 03/22/23 @ 3:00 P.M.

Planholders

Add Supplier

Export To Excel

Supplier (11)

Add Supplier

Supplier Details

Supplier Name Allen Enterprises

Contact Name Bob Welter

Address PO Box 560384, Orlando, FL 32856

Email bob@airportlights.com

Phone Number 407-857-6778

Documents

Filename	Туре	Action
23-150_ITB	Bid Document / Specifications	View History

23-150_ADD1

Addendum

View History

Item 8.

View History

23-150_ADD2

Addendum

Item 8.

rand construction corporation 2023-02-10	ພ _ສ riffin@randcc.com Griffin, Anna	N	NOM
rohadfox Construction Control Services C 2023-02-10	debra.james@rccsc.net James, Debra	Y	AFA
rohadfox Construction Control Services C 2023-02-10	rccsc@rccsc.net Rohadfox, Rebekah J.		

ETHNIC GROUP	COUNT
African American	75
Asian American	12
Native American	5
Hispanic/Latino	1
Pacific Island/American	2
Non Minority	574
Not Classified	0
Total Number of Vendors	669
Total Number of Contacts	1350

PR_bid_email_list



Augusta Commission Meeting

April 18, 2023

Airline Operating Agreement and Terminal Building Lease with American Airlines

Department: Augusta Regional Airport

Presenter: Herbert Judon

Caption: Motion to **approve** the Airline Operating Agreement and Terminal Building

> Lease with American Airlines. Approved by the Augusta Aviation Commission on March 30, 2023. (Approved by Public Services Committee

April 11, 2023)

Background: The two incumbent airlines at AGS have been operating under an agreement

since 2013. The term of the most recent agreement (2018) was for five years.

Both airlines operate under the same agreement with the same terms.

The preference is to have both airlines on the same leasing schedule. Both airlines have agreed to a new agreement with a three (3) year term with one two (2) year option for renewal. Airport and airline staff have developed a

mutually agreeable contract.

The agreement will protect the interests of the Airport and is mutually **Analysis:**

agreeable to both parties.

Financial Impact: This is a money in / receivables action for the Airport. The agreement

encompasses various lease, operating, and privileges fees (rates & charges) the

commercial airlines pay to operate at the Augusta Regional Airport.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on

March 30, 2023.

Funds are available in N/A

the following accounts:

APPROVED BY:

N/A **REVIEWED AND**

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

FOR

THE AUGUSTA REGIONAL AIRPORT

BETWEEN THE

AUGUSTA REGIONAL AIRPORT AVIATION COMMISSION

AUGUSTA, GEORGIA

AND

AMERICAN AIRLINES, INC

TABLE OF CONTENTS

ARTICLE 1 - DE	EFINITIONS	2
SECTION 1.01	Definitions	2
SECTION 1.02	Cross-References	
SECTION 1.03	CONSTRUCTION OF CERTAIN WORDS	13
ARTICLE 2 - US	SE OF AIRPORT AND FACILITIES	13
SECTION 2.01	PERMITTED USES	
SECTION 2.02	LIMITATIONS ON USE BY AIRLINE	
ARTICLE 3 - LE	CASED PREMISES	
SECTION 3.01	Use of Terminal Building	17
ARTICLE 4 - TE	CRM	19
SECTION 4.01	Term	19
SECTION 4.02	HOLDING OVER	19
ARTICLE 5 – RI	ENTALS AND FEES	19
SECTION 5.01	AIRLINE PAYMENTS	19
SECTION 5.02	TERMINAL BUILDING RENTALS	19
SECTION 5.03	LOADING BRIDGE USE FEE	20
SECTION 5.04	AIRCRAFT PARKING POSITION RENTALS	21
SECTION 5.05	LANDING FEE	
SECTION 5.06	AIRPORT SECURITY SERVICES FEE	
SECTION 5.07	PASSENGER ASSISTANCE SERVICES FEE	
SECTION 5.08	TIME AND PLACE OF PAYMENTS	
SECTION 5.09	PASSENGER FACILITY CHARGE	
SECTION 5.10	AIRLINE RECORDS	
SECTION 5.11	INTEREST ON PAST DUE ACCOUNTS	24
SECTION 5.12	SECURITY	
SECTION 5.13	NO FURTHER FEES AND CHARGES	25
ARTICLE 6 - RE	ECALCULATION OF RENTALS AND FEES	25
SECTION 6.01	EFFECTIVE DATE OF RECALCULATIONS	
SECTION 6.02	RECORDS OF AIRPORT COST CENTERS	26
SECTION 6.03	AVIATION COMMISSION REPORTS	
SECTION 6.04	CALCULATION OF TERMINAL BUILDING RENTAL RATES	27
SECTION 6.05	CALCULATION OF LOADING BRIDGE USE FEE	
SECTION 6.06	CALCULATION OF AIRCRAFT PARKING POSITION FEE	29
SECTION 6.07	CALCULATION OF LANDING FEE	
SECTION 6.08	CALCULATION OF AIRPORT SECURITY SERVICES FEE	32
SECTION 6.09	CALCULATION OF PASSENGER ASSISTANCE SERVICES FEE	
SECTION 6.10	COMPETITIVE CREDIT	
ARTICLE 7 - SU	BORDINATION AND APPLICATION OF REVENUES	33
SECTION 7.01	SUBORDINATION TO BOND RESOLUTION	33
ARTICLE 8 - CA	APITAL IMPROVEMENTS	
SECTION 8.01	NEED FOR ACQUISITION (S) CAPITAL EXPENDITURES	33
SECTION 8.02	IMPROVEMENTS SUBJECT TO SIGNATORY AIRLINE CONSIDERATION	
SECTION 8.03	GRANTS	
ARTICLE 9 - OF	BLIGATIONS OF AIRLINE	35
SECTION 9.01	MAINTENANCE AND REPAIR	35

SECTION 9.02	OWNERSHIP OF IMPROVEMENTS	37
SECTION 9.03	LIENS	
SECTION 9.04	PAYMENT OF TAXES	38
SECTION 9.05	VENDING MACHINES	
SECTION 9.06	EMPLOYEES OF AIRLINE	
SECTION 9.07	RULES AND REGULATIONS	
SECTION 9.08	REMOVAL OF DISABLED AIRCRAFT	39
ARTICLE 10 - O	BLIGATIONS OF AVIATION COMMISSION	40
SECTION 10.01	OPERATION AS A PUBLIC AIRPORT	40
SECTION 10.02	ACCESS TO TERMINAL BUILDING	40
SECTION 10.03	USE OF OTHER PUBLIC AREAS	41
SECTION 10.04	MAINTENANCE OF AIRPORT	41
ARTICLE 11 - A	VIATION COMMISSION'S RESERVATIONS	41
SECTION 11.01	IMPROVEMENT, RELOCATION, OR REMOVAL OF STRUCTURES	42
SECTION 11.02	RIGHT TO ENTER AND MAKE REPAIRS	
SECTION 11.03	AIRPORT ACCESS LICENSE/PERMIT	
SECTION 11.04	AIRLINE EMPLOYEE PARKING	
ARTICLE 12 - D.	AMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION	43
SECTION 12.01	DAMAGE OR DESTRUCTION OF TERMINAL BUILDING	43
SECTION 12.02	Insurance	
SECTION 12.03	INDEMNIFICATION	
SECTION 12.04	RELATIONSHIPS	
SECTION 12.05	NON-LIABILITY OF AGENTS AND EMPLOYEES	
ARTICLE 13 - T	ERMINATION	49
SECTION 13.01	TERMINATION OF AGREEMENT BY AIRLINE	40
SECTION 13.02	CONTINUING RESPONSIBILITIES OF AIRLINE	
SECTION 13.02	TERMINATION OF AGREEMENT BY THE AVIATION COMMISSION	
SECTION 13.04	POSSESSION BY THE AVIATION COMMISSION	
ARTICLE 14 - R	IGHTS ON TERMINATION OR REASSIGNMENT	
SECTION 14.01	FIXED IMPROVEMENTS	52
SECTION 14.01	PERSONAL PROPERTY	
	SSIGNMENT	
SECTION 15.01	ASSIGNMENT	
SECTION 15.02	SUCCESSORS AND ASSIGNS BOUND	
ARTICLE 16 - G	OVERNMENT INCLUSION	54
SECTION 16.01	GOVERNMENTAL AGREEMENTS	
SECTION 16.02	FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	54
SECTION 16.03	Nondiscrimination	
SECTION 16.04	SECURITY	
SECTION 16.05	Environmental	56
ARTICLE 17 - M	ISCELLANEOUS	60
SECTION 17.01	NONINTERFERENCE WITH AIRPORT OPERATIONS	
SECTION 17.02	HEADINGS OF ARTICLES AND SECTIONS	60
SECTION 17.03	GOVERNING LAW	
SECTION 17.04	QUIET ENJOYMENT	
SECTION 17.05	INCORPORATION OF EXHIBITS	
SECTION 17.06	INCORPORATION OF REQUIRED PROVISIONS	
SECTION 17.07	ENTIRE AGREEMENT	61

SECTION 17.08	Non-waiver of Rights	61
SECTION 17.09	FORCE MAJEURE	
SECTION 17.10	GENERAL INTERPRETATION	
SECTION 17.11	AGREEMENTS BETWEEN THE AVIATION COMMISSION AND OTHER AIRLINES	ERROR!
BOOKMARK NO	T DEFINED.	
SECTION 17.12	RIGHTS NON-EXCLUSIVE	63
SECTION 17.13	CAPACITY TO EXECUTE	63
SECTION 17.14	ACKNOWLEDGMENT	63
SECTION 17.15	SEVERABILITY	64
SECTION 17.16	APPROVALS	64
SECTION 17.17	Notices	64
SECTION 17.18	AGENT FOR SERVICE	65
SECTION 17.19	TIME IS OF THE ESSENCE	

LIST OF EXHIBITS

- Exhibit A Airport Boundaries
- Exhibit B Airport Cost Centers
- Exhibit C Terminal Building Drawings and Leasehold Square Footages
- Exhibit D Rentals and Fees
- $\label{eq:exhibit} E-Responsibilities of Commission and Airline for Operation and Maintenance of Terminal Building$
- Exhibit F Augusta Regional Airport Monthly Activity Report

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE AUGUSTA REGIONAL AIRPORT

This AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE, hereinafter referred to as the "Agreement," made and entered into this 23rd day of February, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia, by and through the Augusta Aviation Commission, hereinafter referred to as the "Aviation Commission" and American Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Georgia hereinafter referred to as "Airline".

WITNESSETH

WHEREAS, the Aviation Commission is operator of the Augusta Regional Airport ("Airport") located in Augusta, Georgia and has the right to lease portions of such Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

WHEREAS, Airline is a corporation primarily engaged in the business of providing Air Transportation with respect to persons, cargo, and mail; and

WHEREAS, both the Aviation Commission and Airline desire to enter into this Agreement to set forth the rights, privileges, and obligations of both parties and to facilitate the development, promotion, and improvement of air commerce; and

WHEREAS, the Aviation Commission has the power and authority to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Aviation Commission and Airline agree as follows.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The words and phrases cited in this Section 1.01 shall have the following meanings when used elsewhere in this Agreement.

"Affiliate" shall mean any Air Transportation company that is (i) a parent or subsidiary of Airline, or (ii) shares an International Air Transport Association (IATA) flight designator code with Airline at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline; provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship between such airlines at the Airport. Airline shall designate its Affiliate(s) in writing and shall serve as financial guarantor for all rentals and landing fees incurred by any such Affiliate at the Airport while operating as Airline's designated Affiliate hereunder. Airline may at any time give Airport thirty (30) days prior written notice that such an Air Transportation company otherwise meeting the definition of an "Affiliate" hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement, and any guaranty by Airline of Affiliate's rentals or landing fees shall terminate and be ineffective as to any amounts incurred by such Air Transportation company after the effective date of termination of "Affiliate" status. During such period of time that an Air Transportation company is an Affiliate of Airline in accordance with the terms hereof, such Affiliate (1) shall have the same rights to use Airline's Leased Premises and the Airport as Airline; (2) shall be charged at the same landing fee rates as Airline without payment of any non-signatory premiums; (3) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs; and (4) shall not be counted as a separate Air Transportation company from Airline for purposes of allocating the per capita portion of any cost allocation formula, but such Affiliate's passengers shall be counted as Enplaned Passengers of Airline for purposes of any enplanement-based portion of such formula. An Affiliate shall enter into a separate operating agreement with the Airport.

"Air Operations Area (AOA)" shall mean that portion of the Airport, specified in its Security Program, in which security measures specified in 49 CFR Part 1500 are conducted. This area includes aircraft movement areas being used for landing, takeoff, or surface maneuvering of aircraft Augusta Regional Airport

2

and such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron, aircraft parking areas, loading ramps; and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas.

"Air Transportation" shall mean the carriage of persons, property, cargo, and mail by aircraft and all other activities reasonably related thereto.

"Aircraft Arrival" shall mean the arrival of all non-governmental aircraft (including, without limitation, scheduled and nonscheduled flights, training and maintenance flights, or aircraft diversions) at the Airport.

"Aircraft Gates" shall mean those portions of the Airport's Apron Area designated by the Aviation Commission from time to time for aircraft parking at the Terminal Building in order to enplane and deplane passengers.

"Aircraft Operator" shall mean any entity operating aircraft into and out of the Airport under Part 121 or Part 135 of the FARs, or the practical equivalent of said Parts and using the Terminal Building.

"Aircraft Parking Apron" means that portion of the Airfield located adjacent to the Terminal Building and depicted on Exhibit "B" hereof where Aircraft Operators park aircraft.

"Aircraft Parking Position(s)" shall mean the locations(s) on the Aircraft Parking Apron where aircraft are parked for the purpose of enplaning and deplaning passengers at the Terminal Building.

"Aircraft Parking Position Rental" shall mean the payment required of each airline each month, for the use of the Aircraft Parking Position(s) calculated in accordance with Section 5.04 and 6.06.

"Airfield" or "Airfield Area" shall mean those portions of the Airport, which provide for the landing, takeoff, taxiing, movement, or staging of aircraft including navigational aids, hazard

designation and warning devices, airfield security roads, fencing, lighting, runway protection zones, aviation easements and interests in property utilized in connection therewith.

"Airfield Area Requirement" shall be the sum of the amounts set forth in Section 6.07, subsection B.

"Airline", as used in this Agreement, shall mean the entity that has executed this Agreement and is identified in the first paragraph of this Agreement.

"Airline Leased Premises" or "Leased Premises" shall mean the following:

"Exclusive Use Space" shall mean those premises in the Terminal Building leased exclusively to Airline. Exclusive Use Space is primarily used for ticket counter, office area, BSO's and baggage makeup functions as described on Exhibit C.

"Common Use Space" shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Airlines together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Space in the Terminal Building are described in Exhibit "C".

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdrooms, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit C.

"Airport" shall mean the Augusta Regional Airport at Bush Field, as shown in Exhibit A, as it now exists or as it may change from time to time.

Augusta Regional Airport

"Airport Cost Centers" shall mean the cost centers as shown in Exhibit B, as the same may change from time to time. Such cost centers shall be used for purposes of accounting for Airport Revenue and Expense and for calculating and adjusting certain Rentals and Fees set forth in this Agreement.

"Airport Expense" shall mean all costs and expenses incidental to, necessary for, or arising out of the operation of the Airport, including but not limited to direct and allocated indirect Operation and Maintenance Expenses; Annual Debt Service; Other Indebtedness; Coverage; required reserve account funding and replenishment; and the cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof

"Airport Revenue" shall mean all revenues, rentals, charges, Airline landing fees, user charges, and concession revenues received by or on behalf of the Aviation Commission in connection with the operation of the Airport or any part thereof, excluding all gifts, grants, reimbursements, restricted funds (including Passenger Facility Charge proceeds or payments received from governmental units, or public agencies, or any other source). Airport Revenue shall not include any revenue or income from (1) any Special Purpose Facility to the extent such revenue or income is either (a) pledged to pay principal, interest, or other charges for bonds or other obligations issued in anticipation thereof; or (b) for use by the Aviation Commission to reimburse costs incurred by it in the construction or provision of Special Purpose Facilities, or (2) any income earned on the investment of restricted funds. However, ground rentals for Special Purpose Facilities shall be considered Airport Revenue.

"Airport Security Services" shall mean securities-related services and activities carried out by the LEOs pursuant to 49 C.F.R. Part 1542.

"Airport Security Services Fee" shall mean the payment required of each Airline each month, for the use of the Airport Security Services calculated in accordance with Section 5.06 and 6.09.

"Airport Security Services Fee Rate" shall mean the rate per Enplaned Passenger to calculate the Airport Security Services Fee

"Annual Budget" shall mean the Airport capital and operating budget prepared by the Executive Director and adopted by the Aviation Commission each Fiscal Year.

"Annual Debt Service" or "Annual Debt Service Requirement" means the Debt Service Requirement in each year that the Bonds are outstanding.

"Apron Area" shall mean the paved aircraft ramp area adjacent to the Terminal Building that provides for the parking, loading, unloading, and servicing of aircraft.

"Apron Area Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.06, subsection A.

"Aviation Services" shall mean the aircraft fueling activities and facilities and equipment dedicated to accommodating general aviation activity (i.e., public hangars, general aviation tie-downs, general aviation apron, and general aviation terminal) together with the facilities and equipment dedicated to aircraft fueling activities.

"Bonds" means any revenue bonds authorized by and authenticated and delivered pursuant to the Bond Resolution including the Series 2015 Bonds.

"Bond Resolution" shall mean the Master Bond Resolution for the Series 2015 Bonds adopted by the Aviation Commission on September 1, 2015 and the Augusta Richmond County Commission on September 1, 2015 as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions (as defined in the Master Bond Resolution).

"Capital Improvement" shall mean any single item having a cost or estimated to have a total cost in excess of Fifty Thousand Dollars (\$50,000) and a useful life in excess of three (3) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport. Said term shall include any expense for development studies, analyses, master planning efforts (including periodic reviews thereof), and economic or operational studies conducted on behalf of the Airport.

"Certified Maximum Gross Landing Weight or CMGLW" shall mean the maximum weight, in thousand (1,000) pounds units, that each aircraft operated by an Aircraft Operator is authorized by the Federal Aviation Administration to land at the Airport.

"Common Use Formula" shall mean the formula used to allocate the Common Use Requirement for a given Fiscal Year among the Aircraft Operators such that 100% of such Common Use Requirement is allocated among all Aircraft Operators in the proportion that each Aircraft Operator's

Enplaned Passengers at the Airport during the previous month bears to the Enplaned Passengers of all Aircraft Operators at the Airport during such month.

"Common Use Space" shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Aircraft Operators together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Spaces in the Terminal Building are described in Exhibit "C".

"Common Use Requirement" shall mean the Rentals and Fees which are not otherwise collected pursuant to the Joint Use Formula necessary to support the annual operations and maintenance of Terminal Building and any other areas commonly used by Aircraft Operators.

"Competitive Credit" shall mean an amount provided, at the discretion of Airport Executive Director, to the Signatory Airlines in the form of a credit which is used to determine annual rate charges.

"Contract Security" shall mean a contract bond, irrevocable letter of credit or other security acceptable to Aviation Commission in an amount equal to three (3) months' rentals and landing fees payable by an Aircraft Operator under Section 1-3-8.4 of Augusta Ordinance.

"Coverage" shall mean for any series of Bonds, the percentage of Annual Debt Service that the Aviation Commission covenants to generate from net revenues, over and above the Annual Debt Service for such series of Bonds, pursuant to the Bond resolution. Said term shall also mean the dollar amount computed by multiplying said percentage by the Annual Debt Service for such series of Bonds.

"Debt Service Requirement" shall have the meaning set forth in the Bond Resolution.

"Deplaned Passengers" shall mean all passengers deplaned by an Aircraft Operator on aircraft operated at the Airport.

"Enplaned Passengers" shall mean all passengers enplaned by an Aircraft Operator on aircraft operated at the Airport. Without limiting the generality of the foregoing, Enplaned Passengers shall also include persons for whom the Aircraft Operator has provided the particular air transportation on a substantially complimentary basis such as employees of an airline, family members of such employees, persons traveling on "buddy passes," employees of other airlines, and those passengers redeeming "frequent flyer" awards and travel vouchers.

"Exclusive Use Space" shall mean those premises in the Terminal Building leased exclusively to Airline. The Exclusive Use Space is primarily used for ticket counter, office area BSO's and baggage makeup functions as described on Exhibit "C".

"Executive Director" shall mean the person designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement. Said term shall also include any person expressly designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement.

"FAA" shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

"Fiscal Year" shall mean the twelve (12) month period beginning January 1 of any year and ending following December 31 of that year or any other period specified by federal or State law.

"Gates" shall mean Aircraft Parking Positions at the Terminal Building together with hold room areas and loading bridges and shall include preferential use of the podium and associated facilities for the Gate.

"Hazardous Material" shall mean and include those elements or compounds which are defined by any applicable federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect.

"Joint Use Formula" shall mean the formula used to allocate the rental or cost of space among those airlines using or having the right to use such Joint Use Space on the basis of the proportion of each airline's Enplaned Passengers to the total number of Enplaned Passengers of all such airlines using said space at the Airport. In the application of the Joint Use Formula, Airline's Affiliates Enplaned Passengers will be counted as Enplaned Passengers of Airline.

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Landing Fee(s)" shall mean the payment required of each Airline each month, for the use of the Airfield determine based on the Landing Fee Rate.

"Landing Fee Rate" shall mean the rate multiplied by each 1,000 pounds of CMGLW or fraction thereof to calculate Landing Fees.

"Law Enforcement Officer (LEO)" shall mean law enforcement officers assigned of the Richmond County Marshal's Office assigned to the Airport.

"Loading Bridge Use Fee" shall be payment required of each Airline each month for the use of the Loading Bridges calculated in accordance with Sections 5.03 and 6.05.

"Loading Bridge Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.05, subsection A.

"Loading Bridges" shall mean the loading bridges owned and maintained by Aviation Commission serving aircraft parked at the Aircraft Parking Positions at the Terminal Building or as they may be modified, changed, or relocated from time to time.

"Majority in Interest of Airlines" or "MII" shall mean, in the Airfield Area, at least fifty-one percent (51%) of the Signatory Airlines, which, together, have landed at least 51% of the total Maximum Gross Certificated Landing Weight by all Signatory Airlines at the Airport during the

most recent six (6) month period. In the Terminal Building, MII shall mean at least 51% of the Signatory Airlines, which, together, have paid 51% of the total Terminal Rentals paid by all Signatory Airlines at the Airport during the most recent six (6) month period. Solely for determining MII, no Air Transportation company shall be deemed to be a Signatory Airline so long as any event of default with respect to such Air Transportation company has occurred and is continuing or such Air Transportation company operates less than one (1) average daily flight. MII shall only apply to the Airfield Area and Terminal Building and only as it relates to the placement of new debt for purposes of Capital Improvements, refinancing or acquisition for those Capital Improvements requiring MII consideration. For purposes of MII votes, Signatory Airlines that have executed Scheduled Airline Operating Agreement and Terminal Building Leases substantially the same as this Agreement will be the only airlines permitted to vote.

"Non-Movement Area" shall mean those areas such as taxiways, aprons, and other areas not under the control of the air traffic control tower.

"Operation and Maintenance Expenses" shall mean the Aviation Commission's current annual expenses of maintaining, operating, repairing, and administering the Airport, including taxes and assessments, if any, as set forth in the current Annual Budget of the Aviation Commission.

"Other Indebtedness" shall mean any subordinate security or debt incurred by the Aviation Commission for Airport purposes that is outstanding and not authenticated and delivered under and pursuant to a Bond Resolution.

- "Passenger Assistance Liaison (PAL)" shall mean the Airport's full-time and part-time customer service personnel who provide assistance to passengers to enhance passenger experience.
- "Passenger Assistance Services" shall mean luggage assistance, wheelchair assistance, and other needed assistance to passengers provided by PALs.
- **"Passenger Assistance Services Fee"** shall mean the payment required of each Airline each month, for the use of the Passenger Assistance Services calculated in accordance with Section 5.07 and 6.10.
- "Passenger Assistance Services Fee Rate" shall mean the rate per Enplaned Passenger to calculate the Passenger Assistance Services Fee.

"Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Airline (from a party other than the Aviation Commission) and installed or used at the Airport in the conduct of Airline's Air Transportation business that are removable from Airline's Leased Premises without substantial or permanent injury or damage to Airline's Leased Premises.

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdroom, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit "C".

"Public Areas" shall mean those areas of the Terminal Building not leased to any person, company, or corporation that are open to the general public.

"Rental Rate" shall mean the annual charge per square foot for the space leased to the Aircraft Operators.

"Rentable Space" shall mean the airline, concession, Transportation Security Administration (TSA) passenger processing, TSA office and vacant spaces, and administrative square footage in the Terminal Building.

"Rules and Regulations" shall mean those Rules, Regulations, and ordinances promulgated by the Aviation Commission or operating directives issued by the Executive Director, as the same may be amended, modified, or supplemented from time to time to the extent that such rules, regulations, and ordinances are not in conflict with the purposes or terms of this Agreement.

"Series 2015 Bonds" means collectively the Airport General Revenue Refunding Bonds, Series 2015A and Series 2015B, in an original aggregate principal amount of \$10,525,000, issued pursuant to the Bond Resolution.

"Signatory Airline" shall mean an Aircraft Operator that is a party to an Airline Operating Agreement and Terminal Building Lease with Augusta Aviation Commission.

"Special Purpose Facility" shall mean any specific improvement undertaken by the Aviation Commission for the benefit of one or more airlines or other Airport tenants under the terms of a separate agreement that provides for, among other things (1) the payment of rentals or fees for the use or occupancy thereof in sufficient amounts to permit the financing of such improvement and payment of all costs thereof solely from such rentals or fees, and (2) the payments of the operation and maintenance cost of such improvement by the tenant or tenants thereof.

"Sponsor Grant Assurances" shall mean those terms and conditions contained in FAA Airport Improvement Program Grants to which the Airport agrees to as part of the warranties, assurances, covenants and other obligations contained in the grant.

"Terminal Area" shall mean the access roads and parking areas serving the Terminal Building.

"Terminal Building" shall mean the Airport's passenger terminal building serving the traveling public.

"Terminal Building Rental" shall mean the aggregate of monthly payments required of each Airline each month to occupy specific premises in the Terminal Building calculated in accordance with Sections 5.02 and 6.04.

"Terminal Building Rental Rate" shall mean the annual charge per square foot for the space leased to the Airlines.

"Terminal Building Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.04, subsection A.

"Total Landed Weight" shall mean the sum of the Maximum Gross Certificated Landing Weight for all of Airline's Aircraft Arrivals over a stated period of time. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all landing fee computations.

"TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

Augusta Regional Airport

"TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP)" shall mean the reimbursement agreement program that provides partial reimbursement to offset the cost of carrying out aviation law enforcement responsibilities to ensure the safety of passengers and to counter risks to transportation security.

Section 1.02 Cross-References

All references in the text of this Agreement to articles, sections, and exhibits pertain to articles, sections and exhibits in this Agreement, unless otherwise specified.

Section 1.03 Construction of Certain Words

Words used in this Agreement may be construed as follows:

"Number" - Words used in the singular include the plural, and words used in the plural include the singular.

"Tense" - Words used in the present tense include the future.

ARTICLE 2 - USE OF AIRPORT AND FACILITIES

Section 2.01 Permitted Uses

- A. Subject to the terms and provisions hereof and the Rules and Regulations, Airline shall be entitled to the use, in common with others, the Airport, as shown on Exhibit A, and its appurtenances (together with all facilities, equipment, improvements, and services that have been or may hereafter be provided at or in connection with the Airport for common use) for the sole purpose of its conduct of Air Transportation. Said use, without limiting the generality hereof, shall include:
 - 1. The operation of an Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail, including all reasonably related activities.
 - 2. The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by the Executive Director, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment, subject to restrictions hereinafter described and to the availability of space, and subject to such reasonable charges and regulations as the Aviation Commission may

Augusta Regional Airport

establish; provided, however, that Airline shall not permit the use of the Airfield Area by any aircraft operated or controlled by Airline that exceeds the design strength or capability of the Airfield Area as described in the then-current FAA-approved Airport Layout Plan (ALP) for the Airport or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

- 3. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by the Executive Director at the Apron Area or such other locations as may be designated by the Executive Director.
- 4. The sale of Air Transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.
- 5. The training of personnel in the employ of Airline and the testing of aircraft and other equipment being used at the Airport in the operation of Airline's Air Transportation business; provided, however, that said training and testing shall be directly related, but incidental to the use of the Airport in the operation by Airline of its Air Transportation business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. The Aviation Commission reserves the right to restrict or prohibit such training and testing operations that it deems to interfere with use of the Airport, including excessive noise as reasonably determined by the Aviation Commission.
- 6. The sale, lease, transfer, disposal, or exchange of Airline's engines, accessories, and other equipment or supplies; provided that such right shall not be construed to (a) permit Airline to accumulate or store used equipment at the Airport, or (b) authorize the conduct of a separate commercial business by Airline, but shall permit Airline to perform such functions only as an incident to its conduct of its Air Transportation business at the Airport.
- 7. The installation and operation (at Airline's sole expense) of identifying signs locating Airline's facilities. Such signs shall be consistent with the Aviation Commission's graphic and sign standards, subject to the prior written approval of the Executive Director, not to be unreasonably withheld, and in compliance with all local laws and ordinances.

- 8. The installation, operation, and maintenance, at no cost to the Aviation Commission, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities in Airline's Exclusive Use Space and Preferential Use Space as may be necessary or convenient for the operation of its Air Transportation business; provided, however, that, except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Executive Director, not to be unreasonably withheld. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations.
- 9. The customary servicing and line maintenance of Airline's aircraft at assigned aircraft parking positions in preparation for loading and taking off or following landing or unloading. Airline shall perform maintenance of aircraft, vehicles, or equipment at places designated by the Executive Director.
- 10. The installation of equipment necessary to operate Airline's Air Transportation business. The manner and location of such installations shall be subject to prior approval by the Executive Director.
- 11. The purchase of personal property or services, including lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choosing for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business.
- 12. Subject to 30 Fed. Reg. 13661 regarding Exclusive Rights, the Aviation Commission has reserved unto itself the exclusive right to provide the storage, sale and dispensing of all oil and aviation gasoline, kerosene, jet fuel or any other fuels now available, or that may become available, on or about the Airport and provides such service through its Fixed Base Operator. Airline shall not transfer fuel into an aircraft not owned by or leased exclusively to Airline or its Affiliate, nor shall Airline sell fuel at the Airport to any other Airport user or airline.

- 13. Airline may not provide baggage-handling services for any other airline (except its Affiliate) or aircraft which is not owned or leased by Airline or a parent, subsidiary or Affiliate of the Airline.
- 14. Any and all rights and privileges not granted to Airline under this Agreement are hereby reserved for and to the Aviation Commission. The rights granted in this Section 2.01 shall not be construed as permitting any other person or corporation to conduct any business on the Airport (including the space leased to Airline) except after first securing from the Aviation Commission a license to conduct such business and by the payment of applicable Rentals and Fees.

Section 2.02 Limitations on Use by Airline

- A. In connection with the exercise of its rights under this Agreement, Airline shall not:
 - 1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
 - 2. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
 - 3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.
 - 4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For

purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

- 5. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will be in conflict with FAR Part 139 or jeopardize the Airport's operating certificate.
- 6. Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved security plan.
- 7. Install or permit its agents to install new or replacement cabling or conduit, or reconfigure Airline's Leased Premises without first having obtained the Executive Director's approval in accordance with Section 9.01 hereof.

ARTICLE 3 - LEASED PREMISES

Section 3.01 Use of Terminal Building

Airline shall be entitled to Exclusive, Preferential, Common and Joint Use of the portions of the Terminal Building designated in Exhibit C. The Leased Premises shall be used solely for the following purposes:

A. Exclusive Use Space

- 1. As to the portion thereof designated "Ticket counter/Queuing" in Exhibit C:
 - a. For reserving space and selling tickets for Air Transportation of passengers and the processing of small package delivery by Airline.
 - b. For furnishing information to such passengers and the general public.
 - c. For checking baggage of Airline's enplaning passengers.
 - d. For handling lost and found articles.
- 2. As to the portion thereof designated "office area (ATO)" in Exhibit C:
 - a. For administrative, customer service, and other office purposes in connection with Airline's business.
 - b. For passenger and customer relations.
 - c. For handling lost and found articles.

- 3. As to the portion thereof designated "baggage makeup space" and "secure storage cages" in Exhibit C:
 - a. For assembling, handling, and dispatching enplaning passenger baggage.
 - b. For storing materials permitted to be stored in the building under general rules prescribed by the Aviation Commission for safety, sanitation, or good order.
 - c. For Airline operations office.
 - d. For a baggage hold area.
 - e. For storage of equipment and catering supplies.
 - f. For crew space and weather, dispatch, and communications functions.
 - g. For handling lost and found articles.
 - h. For storage of unclaimed baggage, if so desired.

B. Preferential Use Space

- 1. As to the portion thereof designated "hold room" in Exhibit C:
 - a. For selling, issuing, and collecting passenger tickets and for issuing seat assignments.
 - b. For a waiting area for passengers boarding an aircraft.
 - c. For checking passengers and the "last minute" check-in of baggage.
 - d. For furnishing information to passengers and the general public.
 - e. For installing and displaying Airline corporate identification on the check-in podium and background screen.
 - f. For any other applicable proprietary Airline technology.

C. Joint Use Space.

As to the portion thereof designated "BSO's" in Exhibit C, it may be used for:

- a. Delivering and displaying inbound passenger baggage.
- b. For an access and waiting area for passengers to claim their baggage.
- For temporary storage of, and processing claims for, mishandled, damaged, or misplaced baggage.

D. Common Use Space

As to the portion thereof designated "Joint Use Areas" in Exhibit C, it may be used for:

18

Security checkpoint.

- b. Connector circulation.
- c. Baggage Claim.

ARTICLE 4 - TERM

Section 4.01 Term

The term of this Agreement shall commence upon execution by the Parties and shall be for three (3) years, with one (1) two-year option to automatically renew, unless sooner terminated in accordance with Article 13. The Airline and the Aviation Commission hereby agree to begin the re-negotiation of this Agreement at least six (6) months prior to its expiration.

Section 4.02 Holding Over

In the event Airline uses its Airline Leased Premises without the written consent of the Executive Director after this Agreement has been terminated or expires, Airline shall be deemed a tenant at sufferance during the period of such use and shall pay the reasonable and nondiscriminatory rate for rentals, fees, and charges established by the Aviation Commission.

ARTICLE 5 - RENTALS AND FEES

Section 5.01 Airline Payments

Airline agrees to pay the Aviation Commission, without deduction or setoff, all applicable rentals, additional rentals, charges, and fees (hereinafter referred to collectively as "Rentals and Fees") during the term of this Agreement for its use of the Exclusive Use Space, Joint Use Space, Preferential Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airfield Area, and facilities, and for its rights, licenses, and privileges granted hereunder.

Section 5.02 Terminal Building Rentals

A. Airline shall pay to the Aviation Commission, for its use of Terminal Building Exclusive Use Space and Preferential Use Space, monthly amounts determined by multiplying the total square footage of Airline's Terminal Building Exclusive Use Space and Preferential Use Space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04 and dividing by twelve (12).

- B. Airline shall pay to the Aviation Commission, for the shared use of Joint Use Space, monthly amounts determined by:
 - 1. For space designated for joint use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04, dividing the amount obtained by twelve (12), and then applying the Joint Use Formula, and
 - 2. For the purposes of applying the Joint Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.
- C. Airline shall pay to the Aviation Commission, for the shared use of Common Use Space, monthly amounts determined by:
 - 1. For space designated for common use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.0x, dividing the amount obtained by twelve (12), and then applying the Common Use Formula, and
 - 2. For the purposes of applying the Common Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.

Section 5.03 Loading Bridge Use Fee

Airline shall pay to the Aviation Commission, for its use of Loading Bridges, monthly fees determined by multiplying the number of Loading Bridges assigned to Airline by the annual Loading Bridge Use Fee rate calculated in accordance with Section 6.05 and dividing by twelve (12). In the event of multiple users the monthly fees will be prorated per use by Airline.

Section 5.04 Aircraft Parking Position Rentals

Airline shall pay to the Aviation Commission, for its use of Aircraft Parking Positions, monthly rentals determined by multiplying the number of Airline's Aircraft Parking Positions at the Terminal Building by the annual Aircraft Parking Position Fee calculated in accordance with Section 6.06 and dividing by twelve (12). In the event of multiple users, the monthly fees will be prorated per use by Airline.

Section 5.05 Landing Fee

- A. Rentals and Fees for the use of the Airfield, and for rights, licenses, and privileges granted to Airline under Articles 2 and 3 hereunder, except as provided elsewhere herein, shall be combined in and represented by a monthly landing fee (hereinafter referred to as the "Landing Fee"), which shall be determined by multiplying Airline's Total Landed Weight for the month by the annual Landing Fee Rate per thousand (1,000) pound unit of landed weight calculated in accordance with Section 6.07.
- B. Airline shall furnish to the Aviation Commission, on or before the tenth (10th) day of each month, an accurate verified report in the format shown on Exhibit F containing Airline activity information for the previous month including the following:
 - 1. Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Certificated Landing Weight of each type of aircraft as shown on Exhibit F.
 - 2. The number of Enplaned Passengers and the number of Deplaned Passengers, including all through and non-revenue passengers.

Section 5.06 Airport Security Services Fee

Airline shall pay to the Aviation Commission for the airport security services provided by Law Enforcement Officers (LEOs), monthly fee determined by multiplying each airline's Enplaned Passengers by the annual Security Reimbursement Rate calculated in accordance with Section 6.xx

Section 5.07 Passenger Assistance Services Fee

Airline shall pay to the Aviation Commission for luggage assistance, wheelchair assistance, and other needed assistance provided by Passenger Assistance Liaisons (PALs), monthly fee

determined by multiplying each airline's Enplaned Passengers by the annual Passenger Assistance Reimbursement Rate calculated in accordance with Section 6.xx

Section 5.08 Time and Place of Payments

A. Rentals for Exclusive Use Space, Preferential Use Space, Joint Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airport Security Services Fee, and Passenger Assistance Services Fee shall be invoiced on a monthly basis.

- Landing weights information is due to the Airport no later than the 10th business day of each B. month, for the preceding calendar month of operations and shall be subject to adjustment as provided in Article 6. Once landing information is received, applicable Landing Fees will also be billed via invoice.
- C. Payments to the Aviation Commission may be made by wire transfer to the following account:

ACH Deposit

Financial Institution: Regions Bank

Address:

Birmingham, AL

Routing Number:

061101375

Account Number:

0195572031

Airport Revenue Fund Account

Wire Deposit

Financial Institution: Regions Bank

Address:

Birmingham, AL

Routing Number:

062005690

Account Number:

0195572031

Airport Revenue Fund Account

If the above wire transfer account information changes, the Aviation Commission will give Airline advance written notice. Aviation Commission agrees to provide Airline as much notice as is practical under the circumstances.

If Airline elects not to make payments by wire transfer, payments to the Aviation Commission shall be made at the Office of the Executive Director as set forth below or at such other place as may hereafter be designated by the Aviation Commission.

Augusta Regional Airport

Executive Director Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30906

Section 5.09 Passenger Facility Charge

Nothing in this Agreement shall limit the Aviation Commission's right to impose on Airline's passengers a Passenger Facility Charge ("PFC") authorized under Section 1113(e) of the Federal Aviation Act of 1958, as amended by Section 9110 of the Omnibus Budget Reconciliation Act of 1990 (Pub. L. 101-508, 49 U.S.C. App Paragraph 1513) and the rules and regulations promulgated there under (14 CFR Part 158), as may be amended from time to time ("PFC Regulations"). Airline agrees to cooperate with the Aviation Commission in the collection of such charge and to collect and remit such charges, less the allowable collection fee and any amounts paid by ticket purchasers that are subject to reimbursement, to the Aviation Commission as provided in the PFC Regulations. The Aviation Commission shall apply any such PFC revenues to improvement of the Airport or to the retirement of Airport debt as required by the PFC Regulations.

Section 5.10 Airline Records

- A. Airline shall keep and maintain a complete and adequate set of records concerning its landed weights for a period equal to the FAA mandated time of such activity. If such records are maintained at a location other than Airline's Leased Premises, such records shall be retrievable within ten (10) business days.
- B. Each party hereto, at its expense and on reasonable notice, shall have the right from time to time to audit and inspect the records of the other party relating to the performance of this Agreement, provided that such inspection is made during regular business hours.

Section 5.11 Interest on Past Due Accounts

Rents and fees not received within fifteen (15) business days after the due date are past due. All unpaid past due sums owed the Aviation Commission shall accrue interest at the maximum interest rate then allowable by applicable law; provided, however, that if no maximum interest rate is then provided by applicable law, the interest rate shall be twelve (12) percent per annum. No interest shall be charged on any past due account until Airline has been contacted via written notification and given an opportunity to cure and payment is thirty (30) days past due, but such interest when Augusta Regional Airport

23

assessed thereafter shall be computed from the due date. Such interest shall not accrue with respect to disputed items being contested in good faith by Airline.

Section 5.12 Security

- A. Should Airline fail to pay Rentals and Fees when they are due three times within any twelve (12) month period, unless otherwise agreed upon, in writing, between the Airport and the airline carriers (e.g. COVID), Airline agrees to provide the Aviation Commission, within thirty (30) days of written notice from the Aviation Commission, a contract bond, irrevocable letter of credit, or other similar security acceptable to the Aviation Commission ("Contract Security") in an amount equal to the estimate of three (3) months' Rentals and Fees payable by Airline pursuant to this Article 5, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rentals and Fees due hereunder. Airline shall be obligated to maintain such Contract Security throughout the remaining term of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous twelve (12) month period. Such Contract Security shall be in a form and with a company chosen by Airline and reasonably acceptable to the Aviation Commission and licensed to do business in the State of Georgia. In the event that any such Contract Security shall be for a period less than the full period required by this Paragraph 5.11(A) or if Contract Security shall be cancelled, Airline shall provide a renewal or replacement Contract Security for the remaining required period.
- B. In the event the Aviation Commission is required to draw down or collect against Airline's Contract Security for any reason, Airline shall, within fifteen (15) business days after the Aviation Commission's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three [3] months' estimated Rentals and Fees) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to three (3) months' estimated Rentals and Fees payable by Airline.
- C. Upon Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and the Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, the Aviation Commission, by written notice to Airline given at any time within ninety (90) days of the date such event becomes known to the Aviation Commission, may impose or re-impose the requirements of Paragraph 5.11(A) on Airline. In such event, Airline shall provide the Aviation Commission with the required Contract Security within fifteen (15) days Augusta Regional Airport

from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration or termination of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous 12-month period.

- D. If after notification by the Aviation Commission and the expiration of the 15-day period, should the Airline fail to obtain or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate termination of this Agreement. The Aviation Commission's rights under this Section 5.11 shall be in addition to all other rights and remedies provided to the Aviation Commission under this Agreement.
- E. Airline and the Aviation Commission agree that this Agreement constitutes an 'unexpired lease' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, Airline and the Aviation Commission agree that if Airline provides Contract Security in the form of a contract bond or irrevocable letter of credit, such Contract Security provided by Airline is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third (3rd) party providing it (subject to the Aviation Commission's ability to draw against the Contract Security) and that all PFCs, less the allowable collection fees and any amounts paid by ticket purchasers that are subject to reimbursement, collected by Airline with respect to Enplaned Passengers at the Airport are property of the Aviation Commission.

Section 5.13 No Further Fees and Charges

Following the effective date of this Agreement, except as provided elsewhere herein, upon the payment of the Rentals and Fees described herein, no additional charges shall be levied against Airline for the use of the Airport and the occupancy of facilities as described in Article 3, except as provided by separate agreement between the parties.

ARTICLE 6 - RECALCULATION OF RENTALS AND FEES

Section 6.01 Effective Date of Recalculations

Rentals and Fees as set forth in Article 5 shall be adjusted annually during the term of this Agreement as hereinafter set forth in this Article 6. Said adjustments to Rentals and Fees pursuant to this Article 6 shall apply without the necessity of formal amendment to this Agreement. Airlines

Augusta Regional Airport

shall be provided an opportunity to review the proposed Annual Budget thirty (30) to forty-five (45) days prior to approval by the Aviation Commission. A statement showing the recalculation of the new rates for Rentals and Fees, in accordance with the rates and charges methodology provided for in this Agreement prepared in the same format as shown in Exhibit D, shall be prepared and transmitted to Airline by the Executive Director within thirty (30) days after approval of the Annual Budget by the Aviation Commission and adoption by the Augusta Board of Commissioners. Said statement shall then be deemed part of this Agreement and effective on the first (1st) day of each Fiscal Year to which such Rentals and Fees apply.

Section 6.02 Records of Airport Cost Centers

- A. The Aviation Commission shall maintain accounting records documenting the following items for each Airport Cost Center: (1) Airport Revenue, (2) Airport Expense, and (3) other expenses of the Aviation Commission.
- B. The Aviation Commission shall further maintain records evidencing the allocation of capital funds obtained from the proceeds of the sale of Bonds or other capital fund sources to each Airport Cost Center. Included in the allocation to each Airport Cost Center shall be that cost center's proportionate share of Bond issuance expense, capitalized interest, and funding of special funds determined in accordance with allocation of costs funded through bond proceeds or other capital sources.

Section 6.03 Aviation Commission Reports

- A. On or before August 1 of each Fiscal Year, the Executive Director shall provide Airline with a budget calendar establishing dates for the Signatory Airlines to review the Annual Budget.
- B. On or before May 1 of each Fiscal Year, the Executive Director shall send Airline notification to submit forecast of Maximum Gross Certificated Landing Weight. On or before June 1 of each Fiscal Year, Airline shall submit to the Executive Director, in writing, a forecast of its Maximum Gross Certificated Landing Weight for the succeeding Fiscal Year. If such forecast is not submitted by Airline, the Aviation Commission will develop its own forecast of Maximum Gross Certificated Landing Weight for Airline for the succeeding Fiscal Year.
- C. If an Annual Budget is not adopted by the Aviation Commission before any such Fiscal Year, the Rentals and Fees in effect during the preceding Fiscal Year shall remain in effect until (1) a new Augusta Regional Airport 26

Annual Budget has been adopted by the Aviation Commission, and (2) the Aviation Commission has calculated the Rentals and Fees in accordance therewith. The recalculated Rentals and Fees shall then be in effect retroactive (without penalties or interest if paid by the due date on invoice issued to Airline) to the beginning of such Fiscal Year. If the recalculated Rentals and Fees exceed 10% of the previous Fiscal Year, the invoiced amount for the difference between the preceding Fiscal Year rates and the current Fiscal Year rates will be broken into two equal invoice amounts payable within thirty (30) days of invoice date.

D. Whenever the adjustment calculation involves an estimate, the estimate of the Aviation Commission shall be used, which estimate shall be based on past performance and reasonable and prudent future expectations. Whenever the adjustment calculation involves an estimate included in the Annual Budget, the estimated amount in the Annual Budget shall be used.

Section 6.04 Calculation of Terminal Building Rental

The Terminal Building Rental shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate Terminal Building Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 - 1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement, and amortization of capital improvements allocable to the Terminal Building.
 - 2. Annual Debt Service plus Coverage (Net of available PFC proceeds authorized for the payment of a portion of Terminal Building Debt Service) reasonably allocable to the Terminal Building, as required by the Bond Resolution. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Terminal Building, or such other amount as may be required by the Bond Resolution;
 - 3. The amount of deposits to any funds and accounts required by the Bond Resolution and reasonably allocable to the Terminal Building.

- 4. Any other Airport Expense reasonably allocable to the Terminal Building not included in Paragraphs 1 through 3 above, after discussion with airline partners.
- 5. An amount equal to any deficit or credit estimated for operation of the Terminal Building during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Terminal Building Rental Rate shall be calculated by dividing the Terminal Building Requirement computed above by the amount of Rentable Space square footage in the Terminal Building. Terminal Building Rental Rate shall be multiplied by the total amount of square footage used or occupied by each airline, including Airline, to determine the total Terminal Building Rental payable by each airline.
- C. The space rents for all Joint Use Space shall be prorated among all airlines utilizing the Joint Use Space according to the Joint Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.
- D. The space rents for all Common Use Space shall be prorated among all airlines according to the Common Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.

Section 6.05 Calculation of Loading Bridge Use Fee

The Loading Bridge Use Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate the Loading Bridge Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 - The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Loading Bridges.

- 2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Loading Bridges, or such other amount as may be required by the Bond Resolution;
- 3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Loading Bridges;
- 4. Any other Airport Expense reasonably allocable to the Loading Bridges not included in Paragraphs (1) through (3) above; and
- 5. An amount equal to any deficit or credit estimated for operation of the Loading Bridges during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Loading Bridge Use Fee rate per Loading Bridge shall be calculated by dividing the Loading Bridge Requirement calculated in accordance with paragraph (1) to (5) above by the number of Loading Bridges. An Airline's Loading Bridge Use Fee shall be calculated by multiplying the Loading Bridge Use Fee rate per Loading Bridge by the number of Loading Bridges assigned to Airline. In the event of multiple users, the fee will be allocable to all users on a per use basis.

Section 6.06 Calculation of Aircraft Parking Position Rental

The Aircraft Parking Position Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate the Apron Area Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 - The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Apron Area.

- 2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Apron Area, or such other amount as may be required by the Bond Resolution;
- The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Apron Area;
- 4. Any other Airport Expense reasonably allocable to the Apron Area not included in Paragraphs (1) through (3) above; and
- 5. An amount equal to any deficit or credit estimated for operation of the Apron Area during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Aircraft Parking Position Rental per Aircraft Parking Position shall be calculated by dividing the Apron Area Requirement calculated in accordance with paragraph (1) to (5) above by the number of Aircraft Parking Positions at the Terminal Building. Airline's Aircraft Parking Position Rental shall be calculated by multiplying the total number of Aircraft Parking Positions assigned to and used by Airline times Aircraft Parking Position Rental per Aircraft Parking Position.
- C. Should Airline stop providing Air Transportation at the Airport during any Fiscal Year, the Aircraft Parking Position Rental shall be recalculated for the portion of the Fiscal Year that Airline did conduct regularly scheduled Air Transportation at the Airport. The recalculation will be based on the Apron Area Requirement being calculated without a Competitive Credit. Airline agrees to repay the Aviation Commission the amount of recalculated Aircraft Parking Positions Rental minus any Aircraft Parking Position Rental payments made during that Fiscal Year. Airline agrees to pay this amount to the Aviation Commission within thirty (30) days of receipt of an invoice from the Aviation Commission.

Section 6.07 Calculation of Landing Fee

The Landing Fee shall be established and thereafter adjusted annually in the following manner:

30

- A. Each Year, the Aviation Commission shall calculate the Airfield Requirement for the succeeding Fiscal Year by totaling the following amounts as set forth in the Annual Budget:
 - The total of the direct and indirect estimated Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Airfield Area;
 - 2. An amount equal to 1.25 times the pro rata portion of the Airfield Area Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Airfield Area, or such other amount as may be required by the Bond Resolution;
 - 3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Airfield Area;
 - 4. Any other Airport Expense allocable to the Airfield Area not included in Paragraphs (1) through (3) above; and
- 5. An amount equal to any deficit or credit estimated for operation of the Airfield Area during the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Airfield Area Requirement for the succeeding Fiscal Year shall be calculated by subtracting from total Airport Expense [the total of (1) to (5) above] a Competitive Credit in an amount determined appropriate by the Aviation Commission each Fiscal Year. The purpose of the Competitive Credit is to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines.
 - 1. The Landing Fee Rate shall be calculated by dividing the Airfield Area Requirement calculated in accordance with paragraph (1) to (5) above by the estimated Total Landed Weight of all Aircraft Arrivals at the Airport for the succeeding Fiscal Year as estimated by the Aviation Commission. The Landing Fee Rate shall be multiplied by Total Landed Weight for each airline, including Airline, to determine the total Landing Fee payable by each airline. The

Augusta Regional Airport

Landing Fee shall be calculated by multiplying Airline's Total Landed Weight for the month by the Landing Fee Rate then in effect.

Section 6.08 Calculation of Airport Security Services Fee

The Airport Security Services Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with airport security services for the succeeding Fiscal Year, as set forth in the Annual Budget netted by:
 - 1. The TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP); and
 - 2. An amount equal to any deficit or credit estimated for airport security services the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Airport Security Services Fee rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year. The Airport Security Services Fee shall be calculated by multiplying each airline's Enplaned Passengers for the month by The Airport Security Services Fee rate.

Section 6.09 Calculation of Passenger Assistance Services Fee

The Passenger Assistance Services Fee_shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with Passenger Assistance Services for the succeeding Fiscal Year, as set forth in the Annual Budget and netted by:
 - 1. An amount equal to any deficit or credit estimated for airport security services the thencurrent Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Security Reimbursements rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year.
- C. The Security Reimbursements shall be calculated by multiplying each airline's Enplaned Passengers of the month by The Security Reimbursements rate.

Section 6.10 Competitive Credit

The Competitive Credit may be fully or partially applied to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines. The Competitive Credit may be applied to one or more types of Rentals and Fees described in Section 6.04-6.09.

ARTICLE 7 - SUBORDINATION AND APPLICATION OF REVENUES

Section 7.01 Subordination to Bond Resolution

- A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the Aviation Commission to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Augusta-Richmond County. Augusta-Richmond County may amend or modify the Bond Resolution or make any change thereto that does not adversely affect Airline's rights or obligations under this Agreement. Except for the preceding sentence, conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.
- B. All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

ARTICLE 8 - CAPITAL IMPROVEMENTS

Section 8.01 Need for Acquisition (s) Capital Expenditures

The parties hereto recognize that Capital Improvements or acquisitions to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, may be required during the term of this Agreement. Any such Capital Improvement(s) or acquisition(s) paid for, financed, or refinanced with debt which negatively impacts rates and charges will be subject to the provisions of Section 8.02 below.

Section 8.02 Improvements Subject to Signatory Airline Consideration.

- A. The Airport Director shall notify Airline, in writing, of the Aviation Commission's intent to undertake Capital Improvements or make an acquisition with newly issued Bonds. The Airport Director shall provide Airline with the following information associated therewith:
 - 1. A description of the proposed Capital Improvement(s), or acquisition together with cost estimates, scheduling, and any preliminary drawings, if applicable;

- A statement of the need for the proposed acquisition(s) or Capital Improvement(s), along with the planned benefits to be derived from such expenditures;
- 3. The Aviation Commission's preferred means of financing or paying the costs of the proposed acquisition or Capital Improvement(s); and
- 4. The planned allocation of the costs thereof to the Airfield Area or the Terminal Building and the projected effect on Airline Rentals and Fees.
- 5. The planned refinancing of prior improvements or acquisitions where applicable to MII consideration.
- B. Within thirty (30) days after the Airport Director's delivery of said notice, Airline may request in writing, a meeting with the Airport Director for the purpose of discussing the proposed acquisition or Capital Improvement(s). Should such a request be made, the Airport Director shall meet with Signatory Airlines collectively within sixty (60) days of the original notice. The Aviation Commission agrees to consider comments and recommendations of the Signatory Airlines with respect to the proposed acquisition or Capital Improvement(s) to be financed with newly issued Bonds.
- C. Unless Signatory Airlines constituting an MII shall issue written disapprovals for a particular Capital Improvement in the Airfield Area (for those Capital Improvements in the Airfield Area requiring MII consideration) or for a Capital Improvement in the Terminal Building (for those Capital Improvements in the Terminal Building requiring MII consideration) within thirty (30) days of the date of the meeting, the Aviation Commission may proceed with said acquisition or Capital Improvements. The Aviation Commission may also proceed at any time with the acquisition or Capital Improvements not requiring MII consideration, and with any other improvements or developments not defined as a Capital Improvement herein.
- D. In the event of MII disapproval of a proposed acquisition or Capital Improvement subject to MII consideration, the Airport Director shall have the option to convene a second meeting with the Signatory Airlines within forty-five (45) days following the date of disapproval for the purpose of providing additional information relative to the proposed acquisition or Capital Improvement and to

request reconsideration. If, after the second meeting, Signatory Airlines constituting an MII notify the Aviation Commission that they do not concur with said acquisition or Capital Improvement(s), the acquisition or Capital Improvement(s) shall be deferred for two (2) years. In such ensuing timeline, the Aviation Commission may implement such Capital Improvement(s) and include, debt service (including coverage), or loan payments for such Capital Improvement(s) in the Rentals and Fees of the Signatory Airlines. The Aviation Commission may elect to move forward with said acquisition or Capital Improvement(s) through means other than issuing new Airport Revenue Bonds. Disapproval of an acquisition or Capital Improvement may be reversed by an MII at any time.

E. Augusta-Richmond County or its Aviation Commission may issue Bonds, Subordinated Lien Bonds, or Other Indebtedness to finance any acquisition or Capital Improvements permitted by this Article 8. All costs associated with an acquisition or Capital Improvements permitted by this Article 8, including but not limited to Operation and Maintenance Expenses (including appropriate reserves therefore) and capital charges, except as may be limited by this Section, shall be included in the determination of rates for Rentals and Fees in accordance with Exhibit D.

Section 8.03 Grants

The Aviation Commission will exercise its best efforts to obtain maximum Airport development grants-in-aid from federal, State, and local sources.

ARTICLE 9 - OBLIGATIONS OF AIRLINE

Section 9.01 Maintenance and Repair

It is understood and agreed that Airline shall have the following maintenance and repair obligations.

A. Maintenance of Terminal Building

1. Airline shall, at all times, maintain and repair its Exclusive Use Space in the Terminal Building so that it remains in a neat, clean, safe, and orderly condition. Airline will provide custodial maintenance in its Exclusive Use Space. However, the Aviation Commission may, at its sole discretion, provide some maintenance in Airline Exclusive Use Space as part of a Terminal Building general maintenance program.

- 2. Airline shall make no changes of any nature or character in, or additions to, the Terminal Building without the prior written approval of the Executive Director. Airline shall submit to the Executive Director for approval of its plans and specifications for any proposed project and shall comply with any reasonable conditions required by the Aviation Commission. Such additions, alterations, or improvements shall become the property of the Aviation Commission on the completion of construction, subject to the conditions set forth in Section 9.02.
- 3. Airline shall repair at its cost or, at the Aviation Commission's option, reimburse the Aviation Commission for the cost of repairing, replacing, or rebuilding any damages to the Terminal Building or other portions of the Terminal Building caused by the negligent or wrongful acts or omissions of Airline, its officers, employees, or agents and excepting ordinary wear and tear. Any repairs made by Airline shall be subject to inspection and approval by the Executive Director.
- 4. Airline shall be responsible at its cost for the cost of repairing, replacing, or rebuilding any damage to tenant improvements or Personal Property on Airline's Exclusive Use Space where the damages were not caused by acts or omissions of the Aviation Commission or its officers, or employees, contractors, tenants or agents. Any repairs made by Airline to any tenant improvements shall be subject to inspection and approval by the Executive Director. Should Airline fail to perform its material obligations hereunder, the Aviation Commission shall have the right to enter the Airline Leased Premises and perform such activities; provided, however, other than in a case of emergency, the Aviation Commission shall give Airline reasonable advance written notice of its non-compliance, not to exceed ten (10) days, prior to the exercise of this right; and provided, further however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Airline shall have an additional period reasonably necessary to effectuate such cure as long as Airline pursues such cure with due diligence.
- 5. Airline shall not erect, maintain, or display on the Terminal Building any billboards, banners, advertising, promotional signs, or materials without the prior written approval of the Executive Director.

B. Maintenance of Apron Area

- 1. Airline shall remove to the extent reasonably practicable all of the accumulated oil, fuel, and grease caused by Airline's aircraft and ground equipment while operating on the Apron Area (s).
- 2. Airline shall maintain in a neat, clean, and orderly manner the portions of the Apron Area occupied by Airline's apron service equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Airline Leased Premises in areas other than those designated by the Executive Director shall not be permitted.
- 3. Airline shall maintain its Premises in a safe, neat, and attractive condition at all times, and shall pick up and place all trash and debris in sealed bags and shall move such debris to a dumpster until it is disposed of in a manner acceptable to the Executive Director. Airline and Aviation Commission maintenance responsibilities are detailed in the tabular summary shown in Exhibit E.

Section 9.02 Ownership of Improvements

Upon completion or installation of any fixture, addition, or improvement on the Terminal Building, excluding Personal Property, such fixture, addition, or improvement shall immediately become the property of the Aviation Commission, as owner, subject only to the right of Airline to use same as set forth in this Agreement, and shall remain the property of the Aviation Commission thereafter with the sole right, title, and interest thereto.

Section 9.03 Liens

Airline shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon the Terminal Building or arising out of or because of the performance of any work or labor by or for it or them at said premises, reserving the right to contest in court the validity of any such liens. Airline shall have the right to post an appropriate bond to cover its obligations pursuant to this Section 9.03.

If any person or corporation attempts to assert a lien against the Terminal Building for improvements made by Airline, Airline shall hold the Aviation Commission harmless from such claim, including the cost of defense.

Section 9.04 Payment of Taxes

Airline shall pay (but such payment shall not be considered part of Airport Revenue) all lawful taxes, assessments, or charges (including any sales taxes imposed on Rentals and Fees paid by Airline) imposed by entities other than the Aviation Commission that, during the term of this Agreement, may become a lien or be levied on any interest in Airline's Leased Premises or any possessory right that Airline might have in or to said premises or any improvements thereof, by reason of its use or occupation thereof or otherwise, reserving to Airline, however, the right to contest, by administrative proceeding, court or otherwise, the validity or applicability of any such tax, assessment, or charge, as more specifically set forth in Paragraph 9.07(E).

Section 9.05 Vending Machines

Airline shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Airline's Leased Premises in areas accessible to the public except with the prior written approval of the Executive Director. This Section 9.05 shall not prohibit Airline from the installation, operation and maintenance of self-ticketing or passenger checkin machines, to include telephones, but the location and manner of such installation shall be subject to the prior written approval of the Executive Director.

Section 9.06 Employees of Airline

Airline shall require all of its employees and subcontractors or independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification. Airline employees shall obtain identification badges from the Aviation Commission. Airline will be responsible for paying for the cost of Transportation Security Administration required employee background checks and badging.

Section 9.07 Rules and Regulations

A. Airline shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.

Augusta Regional Airport

- B. Airline shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Aviation Commission, including, but not limited to, security, health, safety, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Aviation Commission. The Executive Director will provide a copy of the initial Rules and Regulations to Airline within thirty (30) days of the date of this Agreement.
- C. Airline's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- D. Airline shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity (other than the Aviation Commission) with jurisdiction pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- E. Nothing herein contained shall be construed to prevent Airline from contesting the validity or applicability of any federal, State, or local law, regulation, or ordinance now in effect or hereinafter adopted or promulgated. Airline shall not be deemed to be in default of any requirement of this Agreement so long as such contest is diligently prosecuted in an appropriate forum by Airline or any other party to a similar agreement having interests consistent with those of Airline, or until thirty (30) days following the entry of a final judgment contrary to Airline's position, or the exhaustion of the Airline's appeals. However, should Airline contest the validity or applicability of any tax or fee, the payment of which might constitute a lien on Airport facilities, the Aviation Commission may require the posting of a bond or the placement in escrow of the amount of such tax or fee pending the outcome of such contest in order to avoid the imposition of such lien.

Section 9.08 Removal of Disabled Aircraft

Upon release of Airline's disabled aircraft by proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, Augusta Regional Airport 39

aprons, and gate positions) where it could interfere with day-to-day operations and place any such disabled aircraft in such storage area as may be designated by the Executive Director (or at Airline's discretion, in an off-Airport location). Airline may store such disabled aircraft only for such reasonable length of time and on such reasonable terms and conditions as may be established by the Aviation Commission. If Airline fails to remove any of its disabled aircraft promptly in accordance with this Section 9.08, the Executive Director may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of the Aviation Commission to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse the Aviation Commission for all costs of such removal, and further, Airline hereby releases the Aviation Commission from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by the Aviation Commission except in the case of gross negligence or willful misconduct.

ARTICLE 10 - OBLIGATIONS OF AVIATION COMMISSION

Section 10.01 Operation as a Public Airport

The Aviation Commission covenants and agrees that, at all times, relevant to this Agreement, it will operate and maintain the Airport facilities, as defined hereinabove, as a public airport consistent with and pursuant to the Sponsor's Grant Assurances given by the Aviation Commission to the U.S. Government under the Federal Airport Act and consistent with the terms and conditions of this Agreement. The Aviation Commission further covenants and agrees to manage the Airport in a reasonable and prudent manner and to use due diligence in the operation and maintenance of Airport facilities.

Section 10.02 Access to Terminal Building

A. Subject to security considerations, upon payment of the rentals hereunder and performance of the covenants of this Agreement by Airline, Airline and its officers, employees, passengers, prospective passengers, and other persons doing business with Airline shall have (without additional charge) the free, unobstructed right of ingress to and egress from the Terminal Building by means of a lobby, passageway, or other Public Areas designated by the Aviation Commission for that purpose and connecting the Terminal Building with a vehicular roadway and walkways adjacent to the Terminal Building (and provided and maintained by the Aviation Commission and connecting with a

public street or other public highway outside the Airport), and with the Apron Area adjacent to the Terminal Building, all of which are more specifically defined in Exhibit C.

B. The use of the means of access specified by the Aviation Commission shall be in common with such other persons as the Aviation Commission may authorize or permit, and shall be subject to and in accordance with all applicable local laws and ordinances and such weight restrictions, use restrictions, rules, regulations, and ordinances as may be adopted by the Aviation Commission for the regulation and control of the users thereof.

C. The access provided for in Paragraph 10.02(A) shall not be used, enjoyed, or extended to any person or company engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform or receive under the provisions of this Agreement and applicable laws.

Section 10.03 Use of Other Public Areas

The officers, employees, passengers, and prospective passengers of Airline and other persons doing business with Airline shall have the right to use any space, facilities, and conveniences provided by the Aviation Commission at the Airport for use by airline passengers and other persons (including waiting rooms, lobbies, hallways, corridors, restaurants, restrooms, observation galleries, streets, highways, and vehicular parking areas), in each case, however, only in common with others authorized by the Aviation Commission to do so, at the times, to the extent, in the manner, and for the purposes for which they are made available for such use, in compliance with the terms and conditions on which they are made available for such use, and only in conformity with the Rules and Regulations with respect to the use thereof. Employee parking is subject to the terms of Section 11.04.

Section 10.04 Maintenance of Airport

The maintenance and custodial responsibilities of the parties are defined in Exhibit E attached hereto.

ARTICLE 11 - AVIATION COMMISSION'S RESERVATIONS

Section 11.01 Improvement, Relocation, or Removal of Structures

The Aviation Commission, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions in accordance with 14 CFR Part 77 as it is presently set forth or as it may be amended from time to time.

Section 11.02 Right to Enter and Make Repairs

- A. The Aviation Commission and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (with advance notification and at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Leased Premises for the following purposes:
 - 1. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Airline has complied and is complying with the terms and conditions of this Agreement with respect to such premises. Aviation Commission will provide advance notification to Airline of inspection no less than 48 hours from inspection time.
 - 2. To perform maintenance and make repairs and replacements in any case where Airline is obligated to do so and has failed after reasonable notice to do so, in which event Airline shall reimburse the Aviation Commission for the cost thereof promptly on demand.
 - 3. To perform maintenance and make repairs and replacements in any case where the Aviation Commission is obligated to do so, and in any other case where the Aviation Commission, in its reasonable judgment, determines that it is necessary or desirable to do so to preserve the structural safety of such premises or of the building in which such premises are located or to correct any condition likely to cause injuries or damages to persons or property.
- B. No such entry by or on behalf of the Aviation Commission on any premises leased to Airline shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference Augusta Regional Airport 42

with the possession thereof by Airline; and no such entry on any premises for the exclusive or preferential use of which Airline has been granted a license shall constitute a revocation of such license or be deemed to constitute an interference with Airline's ability to operate from its Leased Premises. If the Aviation Commission, acting pursuant to Paragraph 11.02(A) (3), creates a condition that causes the premises to be untenantable in whole, or in substantial part, then the Aviation Commission, if requested by Airline, will make alternative premises available to Airline and compensate Airline for all relocation costs and expenses incurred by reason of such relocation or abate rent during the period of such repairs.

Section 11.03 Airport Access License/Permit

The Aviation Commission reserves the right to establish a licensing or permit procedure for personnel and vehicles requiring access to the Airport operational areas and to levy a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. Airline shall pay such charge with regard to its own personnel or vehicles and shall, at the request of the Executive Director, cooperate in the collection of such charge with regard to any personnel or vehicles used by its suppliers. Any such charge shall not exceed an amount necessary to cover the actual regulatory or administrative expenses of such control measures.

Section 11.04 Airline Employee Parking

The Executive Director may designate areas from time to time to be used for parking automobiles by Airline's employees (including handicapped or disabled employees) working at the Airport. The Aviation Commission shall have the right to charge a reasonable fee for such privilege.

ARTICLE 12 - DAMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION

Section 12.01 Damage or Destruction of Terminal Building

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenantable in whole, or in substantial part, then:

A. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Aviation Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred,

the Executive Director shall so notify Airline, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building for which provision is made in Article 5 shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.

- B. If such repairs and rebuilding cannot, in the reasonable judgment of the Aviation Commission, be completed within said 270 days, the Aviation Commission, at its option, to be evidenced by notice in writing to Airline, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore for which provision is made in Article 5 shall be abated from and after the date of occurrence of the damage.
- C. The Aviation Commission shall use its best efforts to provide Airline with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Executive Director shall advise Airline, as soon as practicable, of the Aviation Commission's intention regarding any necessary repairs or restorations.
- D. In the event, however, that the cause of the damage is the fault or negligence or wrongful act of Airline or its employees or agents, then the expense of all such repairs shall, subject to any insurance proceeds received by the Airport from the Airline's insurance on account of such damage, be borne by Airline and there shall be no abatement of rent or other charges payable hereunder.

Section 12.02 Insurance

- A. During the term of this Agreement, Airline shall provide, pay for, and maintain with companies reasonably satisfactory to the Aviation Commission, the types of insurance described herein. All insurance shall be issued by responsible insurance companies eligible to do business in the State of Georgia.
- B. All liability policies of Airline and its contractors shall provide that the Aviation Commission is an Additional Insured to the extent of Airline's contractual obligations hereunder. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. At least ten (10) calendar days prior to Airline's use of space or Airline's operations or Augusta Regional Airport

activities in regard to the Airport and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the County, Airline shall furnish the County evidence of all insurance policies negotiated. Prior to expiration of any then-current policy of insurance, Airline shall deliver to Airport evidence showing that such insurance coverage has been renewed. At least five (5) calendar days prior to the date of cancellation or reduction of coverage, as received in the written notice from the insurer, Airline shall deliver to the Airport Director, evidence showing reinstatement or other provision for the required insurance. All such evidence shall be in the form of certificates of insurance satisfactory to the Airport Director, accompanied by a certified true copy of an endorsement to each policy containing the language required by this paragraph and, if applicable, cross-liability coverage.

- C. If at any time the Executive Director requests a written statement from the insurance company as to any impairments to the aggregate limit, Airline shall promptly authorize and have delivered such statement to the Aviation Commission. Airline authorizes the Aviation Commission and its insurance consultant to confirm with Airline's insurance agents, brokers, and insurance companies all information furnished the Aviation Commission, as to Airline's compliance with the Aviation Commission's insurance requirements.
- D. All required insurance coverages of Airline shall be primary with respect to Airline's obligations under this Agreement.
- The acceptance of delivery to the Aviation Commission of any certificate of insurance E. evidencing the insurance coverages and limits required under this Agreement does not constitute approval or acceptance by the Aviation Commission that the insurance requirements in this Agreement have been met.
- F. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Executive Director.
- G. The insurance coverages and limits required of Airline under this Agreement are designed to meet the minimum requirements of the Aviation Commission. They are not designed as a recommended insurance program for Airline. Airline is responsible for insuring its real and Personal Property located at the Airport. Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should Airline have any questions concerning its exposure to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice. Augusta Regional Airport

- H. Airline and the Aviation Commission understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Airline agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. Airline shall furnish the Aviation Commission, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- I. Airline's insurance companies or its authorized representative shall give the Aviation Commission thirty (30) days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated. Said notices shall be sent pursuant to Section 17.17 of this Agreement.
- J. If at any time the Executive Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Aviation Commission. Renewal Certificates of Insurance must be provided to the Aviation Commission as soon as practical but in every instance immediately upon expiration of current coverages.
- K. Should at any time Airline not provide or maintain the insurance coverages required under this Agreement, the Aviation Commission may terminate or suspend this Agreement upon ten (10) days advance written notice to the Airline's Facility Manager and to Airline's Leasing contact.
- L. The amounts and types of insurance shall conform to the following minimum requirements with the use policies, forms, and endorsements or broader, where applicable.
 - 1. Workers Compensation and Employer's Liability Insurance shall be maintained in force by Airline during the term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage shall not be less than:

Workers' Compensation

Georgia Statutory

Employer's Liability

\$1,000,000 Limit Each Accident

\$1,000,000 Limit Disease Aggregate

46

Augusta Regional Airport

\$1,000,000 Limit Disease Each Employee

2. Airport Liability Insurance shall be maintained by Airline for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products, and Completed Operations Coverage and shall not exclude the Explosion, Collapse, and Underground Property Damage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The limits of coverage shall not be less than:

Airlines Operating Aircraft with fifty (50) or more seats:

Bodily & Personal Injury

\$100,000,000 Combined Single Limit

& Property Damage Liability

Each Occurrence & Aggregate

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury

\$50,000,000 Combined Single Limit

& Property Damage Liability

Each Occurrence & Aggregate

3. Aircraft Liability Insurance shall be maintained by Airline during the term of this Agreement for all owned, non-owned, leased, or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury

\$100,000,000 Combined Single Limit

& Property Damage Liability

Each Occurrence & Aggregate

4. Business Automobile Liability Insurance shall be maintained by Airline during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury

\$5,000,000 Combined Single Limit

& Property Damage Liability

Each Occurrence & Aggregate

47

5. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability, and the Business Automobile Policy. The limits of coverage shall not be less than:

Umbrella or Excess Liability Policy \$100,000,000 Combined Single Limit

Each Occurrence & Aggregate-Specific

for this Agreement

\$200,000,000 Combined Single Limit

Each Occurrence & Aggregate-Not Specific

for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury \$10,000,000 Combined Single Limit

& Property Damage Liability Each Occurrence & Aggregate

Section 12.03 Indemnification

Except where, and to the extent, it is caused by the negligent or wrongful acts or omissions or willful misconduct of the agents, employees, contractors, officers, or board of Augusta Richmond County and the Aviation Commission, Airline agrees to protect, defend, reimburse, indemnify, and hold Augusta Richmond County and the Aviation Commission, its agents, employees, and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from the Aviation Commission by reason of any damage to property, or the environment, claims and liability or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, caused by or arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Leased Premises, Airline's compliance with Title 49 CFR, Part 1542 requirements, Airline's negligent or wrongful acts, omissions, or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline. Provided, however, that upon the filing by anyone of a claim with Augusta Regional Airport

Augusta Richmond County or the Aviation Commission for damages arising out of incidents for which Airline herein agrees to indemnify and hold Augusta Richmond County and the Aviation Commission harmless, Augusta Richmond County or the Aviation Commission shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of Augusta Richmond County. It is specifically agreed, however, that Augusta Richmond County, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against Augusta Richmond County for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal there from. Airline recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Aviation Commission in support of this indemnification in accordance with laws of the State of Georgia. This clause shall survive the termination of this Agreement as to claims arising during the term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify Augusta Richmond County and the Aviation Commission as set forth in this Article 12.

Section 12.04 Relationships

Airline employees are not Aviation Commission or Augusta Richmond County employees and no "employer/employee" relationship exists.

Section 12.05 Non-liability of Agents and Employees

No board member, director, officer, agent, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution.

ARTICLE 13 - TERMINATION

Section 13.01 Termination of Agreement by Airline

A. Airline, at its option, may declare this Agreement terminated in its entirety at any time Airline is not in default in the payment of Rentals and Fees to the Aviation Commission by giving the Aviation Commission sixty (60) days advance written notice, to be served as hereinafter

Augusta Regional Airport

provided, and by surrender of the Leased Premises on the happening of any one or more of the following events:

- 1. If the Terminal Building becomes untenantable in whole, or in substantial part, and the Aviation Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement, and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.
- 2. If the Aviation Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.
- 3. If the Aviation Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Aviation Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.
- 4. If the Aviation Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.
- B. No termination declared by Airline shall be effective unless and until not less than sixty (60) days have elapsed after the aforementioned written notice to the Aviation Commission specifying the date on which such termination shall take effect and the cause for which it is being terminated. The Aviation Commission may cure the cause of such termination within said 60-day period or such longer time as the parties may agree.

Section 13.02 Continuing Responsibilities of Airline

Notwithstanding the occurrence of any event of default by Airline, Airline shall remain liable to the Aviation Commission for all Rentals and Fees payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Aviation Commission elects to cancel this Agreement, Airline shall remain liable for and promptly pay all Rentals and Fees accruing hereunder

until the term of this Agreement has expired as set forth in Article 4 or until this Agreement is terminated by Airline pursuant to Section 13.01.

Section 13.03 Termination of Agreement by the Aviation Commission

- A. The Aviation Commission, at its option, following all applicable notice and cure periods set forth herein, may declare this Agreement terminated on the happening of any one or more of the following events, and may exercise all rights of entry and re-entry to the Terminal Building:
 - 1. If the Rentals and Fees, or other money payments that Airline herein agrees to pay, or any part hereof, shall be unpaid on the date by which payment is required to be made.
 - 2. If Airline files a voluntary petition in bankruptcy, or makes a general assignment for the benefit of creditors, or if Airline is adjudicated as bankrupt.
 - 3. The taking of jurisdiction of Airline or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal reorganization act.
 - 4. The appointment of a receiver or a trustee of Airline's assets by a court of competent jurisdiction or a voluntary agreement with Airline's creditors and the same is not removed in ninety (90) days.
 - 5. If any act occurs that deprives Airline permanently of the rights, powers, and privileges necessary for the proper conduct and operation of its Air Transportation business.
 - 6. If Airline abandons and fails to use the Terminal Building for a period of thirty (30) days at any one time, except when arising out of or related to a Section 17.09 force majeure event.
 - 7. If Airline uses or permits the use of its Leased Premises in the Terminal Building at any time for any purpose for which the use thereof at that time is not authorized by this Agreement, or by a subsequent written agreement between the parties, or permits the use thereof in violation of any law, rule, or regulation with which Airline has agreed in this Agreement to conform.

- 8. If Airline discontinues Air Transportation to the Airport as a consequence of Airline's filing of a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other statute of the United States or any state thereof, or being adjudged bankrupt, Airline shall be deemed to have forfeited its leasehold space.
- 9. If Airline fails to operate at least weekly scheduled passenger service departures from the Airport, for a period of ninety (90) days or more (except when arising out of or related to a Section 17.09 force majeure event).
- 10. If Airline is in violation of any provision of this Agreement not cured within a sixty(60) day period as specified in the following paragraph.
- B. No termination declared by the Aviation Commission shall be effective unless and until at least sixty (60) days have elapsed after written notice to Airline specifying the date upon which such termination shall take effect and the cause for which it is being terminated. Notwithstanding such default, no termination shall occur if Airline cures the default within said sixty (60) day period; provided that if cure would reasonably require a longer time to cure, the Airline may take such additional time to cure, as agreed upon by the Parties, as long as Airline commences to cure within the original sixty (60) day period and diligently pursues a cure.

Section 13.04 Possession by the Aviation Commission

In any of the aforesaid events in this Article 13, the Aviation Commission may take possession of Airline's Leased Premises upon termination of this Agreement and remove Airline's effects without being deemed guilty of trespassing. On said default, after expiration of any applicable cure period, the Aviation Commission shall have and reserve all of its available remedies at law as a result of said breach of this Agreement. Failure of the Aviation Commission to declare this Agreement terminated on default of Airline for any of the reasons set forth herein shall not operate to bar, destroy, or waive the right of the Aviation Commission to cancel this Agreement by reason of any subsequent violation of the terms hereof.

ARTICLE 14 - RIGHTS ON TERMINATION OR REASSIGNMENT

Section 14.01 Fixed Improvements

It is the intent of this Agreement that any leasehold improvements and any alterations thereto shall be and remain the property of the Aviation Commission during the entire term of this Agreement and thereafter.

Section 14.02 Personal Property

On termination of this Agreement, Airline shall remove all Personal Property from its Leased Premises within thirty (30) days after said termination and, subject to Section 14.01, restore the Leased Premises to their original condition, ordinary wear and tear and the Aviation Commission's express obligations, excepted. If Airline fails to remove said Personal Property, the Aviation Commission may thereafter remove said property at Airline's expense.

ARTICLE 15 - ASSIGNMENT

Section 15.01 Assignment

Airline shall not assign or transfer this Agreement or any right or leasehold interests granted to it by this Agreement or otherwise transfer any interest in or to the Terminal Building without the prior written approval of the Aviation Commission; provided however, Airline may assign this Agreement without need of approval to any corporation with which Airline may merge or consolidate or to which Airline may sell or assign all or substantially all of its corporate assets or to a wholly owned subsidiary. Said approval shall not be unreasonably withheld. The Aviation Commission expressly reserves the right to withhold approval of a proposed assignment of any ticket counter space, office area space, baggage makeup space, airline operations space, or hold room space with associated aircraft parking position(s) if any other such space is vacant and available for lease and/or use on a per-use basis.

Section 15.02 Successors and Assigns Bound

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 16 - GOVERNMENT INCLUSION

Section 16.01 Governmental Agreements

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Aviation Commission and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. The Aviation Commission agrees to provide Airline written advance notice of any provisions that would adversely modify the material terms of this Agreement.

Section 16.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 16.03 Nondiscrimination

A. Airline, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Leased Premises, (2) in the construction of any improvements on, over, or under Airline Leased Premises and the furnishing of services thereon, no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (3) Airline shall use the Airline Leased Premises in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as such Title and Regulations may be amended.

B. In the event of breach of any of the above nondiscrimination covenants that is not cured, the Aviation Commission shall have the right to terminate this Agreement after such action as the United States Government may direct to enforce this covenant has been followed and completed, including exercise or expiration of appeal rights. If said breach has been cured, Aviation Commission may not terminate this Agreement.

Section 16.04 Security

Airline shall not bring into or operate any vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Vehicle Training Program and the Airport Tenant Security Program both of which as defined by the Aviation Commission and the TSA respectively. When operating within any Air Operations Area, Airline shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Leased Premises and the aircraft shall not enter or move about any other Non-Movement Area. Airline, its officers, employees, agents, and those under its control, shall comply with security measures required of Airline or the Aviation Commission by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 respective to Airline's Exclusive Use Space. If Airline, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Aviation Commission, then, in addition to the provisions of Section 12.03, Airline shall be responsible and shall reimburse the Aviation Commission in the full amount of any such monetary penalty or other damages, including attorney fees and other costs to defend the Aviation Commission against such claims. Airline shall be responsible for having employee background checks performed through the Aviation Security Clearing House for all of its employees at the Airport. If Airline asks the Aviation Commission to perform these background checks for its employees at the Airport, Airline shall reimburse the Aviation Commission its cost, plus fifteen percent (15%) for administration.

Section 16.05 Environmental

General Conditions.

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Airline, Airline hereby expressly covenants, warrants, and represents to the Aviation Commission, in connection with Airline's operations at the Airport, the following:

- 1. Airline is knowledgeable of all applicable Environmental Laws (as herein after defined) that apply to Airline's operations at the Airport and acknowledges that such Environmental Laws change from time-to-time, and Airline agrees to keep informed of any such future changes.
- 2. Airline shall not cause or permit any Hazardous Materials hereinafter to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Airline, its agents, employees, contractors, or other person except in compliance with applicable Environmental Laws (as hereinafter defined).
- 3. Airline shall comply, and shall at all times ensure that all Airport premises occupied by it are kept in compliance, with all applicable federal, State of Georgia, and local laws, ordinances, regulations, and orders relating to health, safety and protection of persons, the public, and/or the environment with respect to Hazardous Materials (collectively "Environmental Laws"). Airline shall make available for review upon the reasonable request of the Executive Director, all non-privileged reports, assessments, or other documents satisfactory to the Aviation Commission showing that no Airport premises occupied by Airline are being used nor have been used by Airline for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any Hazardous Materials in violation of Environmental Laws.
- 4. Except for aboveground deicing fluid storage tanks, Airline shall not install or allow to be installed any aboveground or underground storage tanks on any Airport premises without the prior written consent of the Executive Director. For aboveground deicing fluid storage tanks, Airline must obtain the Executive Director's written approval and obtain all

necessary federal, State of Georgia, and local licenses and permits. Airline is responsible at its sole cost and expense for periodically having all of its storage tanks inspected and recertified if and to the extent required by Environmental Laws. Copies of recertifications shall be provided to the Executive Director.

- 5. Except as provided herein, Airline shall keep Airline Leased Premises free of all environmental, health, or safety hazards and/or nuisances of any kind whatsoever, as defined by applicable environmental laws. Prior to Airline's occupancy of any Airline Leased Premises, Airline and the Aviation Commission, or the Aviation Commission's designated agent, shall perform a visual inspection of the condition of premises to be occupied by Airline, and shall make written notation of any pre-existing conditions discovered; subsequently, Airline shall not be responsible to the Aviation Commission with respect to those or any other pre-existing conditions.
- 6. Airline shall notify the Aviation Commission promptly upon discovery of any Hazardous Material on, in, under, or emanating from Airport premises occupied by Airline, any release or threat of release of a Hazardous Material by Airline, illness caused by exposure thereto, as well as any actual or threatened, environmental, health, or safety liability, including, but not limited to, claims, lawsuits, notices of violation, complaints, and investigations. Airline shall immediately, and at its own expense, take all actions if and to the extent legally required to remediate, abate, and/or rectify any such conditions at or upon the Airport if caused by the Airline. If Airline fails to timely take such actions, and as a result the Aviation Commission is required to remediate and/or abate any such conditions on or upon such premises, it may do so upon reasonable notice (under the circumstances) to Airline, and Airline shall pay all costs incurred by the Aviation Commission if caused by the Airline, with copies provided to Airline of any reports, analyses, notices, claims, complaints, demands, investigations, requests for information, and/or other documents, correspondence, or other written materials relating to the environmental condition on or of the Airport premises at issue and/or Hazardous Materials on, in, under, or emanating from those premises upon receipt, completion, or delivery of such materials.
- 7. Except as may otherwise be provided herein or as approved by the Executive Director, Airline will not make or allow to be made any change in usage, additions, or Augusta Regional Airport 57

improvements in, on, or to any Airport premises that will result in the presence or release of Hazardous Materials on any Airport premises.

- 8. If Airline breaches the obligations stated in this section then, Airline shall indemnify, and hold the Aviation Commission harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, damages for the loss or restriction on use of Airline Leased Space or of any amenity of the premises, natural resource damages, damages arising from any adverse impact on marketing of space, damage to other property, or the environment, and sums paid in settlement of claims, reasonable attorney's fees, consultant and expert fees except to the extent caused by the gross negligence or willful misconduct of the Aviation Commission. Without limiting the foregoing, if the presence of any Hazardous Material on such premises caused or permitted by Airline results in any contamination of the premises, other property, or the environment, Airline shall promptly notify the Aviation Commission.
- 9. Airline agrees to cooperate with any investigation, audit, or inquiry by the Aviation Commission or any governmental agency regarding possible violation by Airline of any Environmental Laws upon the Airport.
- 10. Airline agrees that all remedies of the Aviation Commission as provided herein with regard to violation of any Environmental Laws shall be deemed cumulative in nature and shall survive termination of this Agreement.
- 11. Airline agrees that any notice of violation, notice of noncompliance, or other enforcement action shall be provided to the Aviation Commission within five (5) business days of receipt by Airline or Airline's agent. Any violation or noncompliance with Environmental Laws shall be deemed a default under this Agreement. Such default may be cured within ten (10) days of receipt of notice of default from the Executive Director, or such longer period as may be required to effect a cure, provided Airline notifies the Executive Director of its intention to cure within said ten (10) days and thereafter diligently prosecutes the cure to completion. Any such default that is not cured shall be grounds for termination of this Agreement.

12. In entering into this Agreement, the Aviation Commission expressly relies on the covenants, representations, and warranties of Airline as stated herein.

B. Stormwater.

- 1. Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on Airport land owned by Augusta-Richmond County, are subject to County, State and Federal stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Aviation Commission's property and uses thereof.
- 2. The Aviation Commission and Airline both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.
- 3. The Aviation Commission will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline will be obligated to comply from time-to-time, including, but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within fifteen (15) days of receipt of such written notice, it shall notify the Aviation Commission in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between the Aviation Commission and Airline, those stormwater permit requirements for which it has received written notice from the Executive Director, and Airline agrees that it will hold harmless and

indemnify the Aviation Commission for any violations or noncompliance by Airline with any such permit requirements.

C. Solid and Hazardous Waste.

- 1. If Airline is deemed to be a generator of Hazardous Waste, as defined by Environmental Laws, Airline shall obtain a generator identification number from the U.S. Environmental Protection Agency and shall comply with all Environmental Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such Hazardous Wastes are conducted in full compliance with Environmental Laws.
- 2. Airline agrees to make available to the Aviation Commission, upon request, copies of all hazardous waste generator application documentation, monitoring reports, transportation, responses, storage and disposal plans, and material safety data sheets within fifteen (15) days of any such requests by the Aviation Commission.

ARTICLE 17 - MISCELLANEOUS

Section 17.01 Noninterference with Airport Operations

Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that interferes with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Airline and opportunity to cure, the Aviation Commission reserves the right to enter the Airline Leased Premises and cause the abatement of such interference at the expense of Airline.

The Aviation Commission shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Airline in this regard.

Section 17.02 Headings of Articles and Sections

The headings of the various articles and sections of this Agreement are merely for convenience of reference and do not limit the content of the articles and sections.

Section 17.03 Governing Law

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Georgia, with venue in Augusta-Richmond County, Georgia or the Southern District of Georgia federal court.

Section 17.04 Quiet Enjoyment

Airline shall, on payment of the Rentals and Fees as herein required, and subject to the performance and compliance by Airline of the covenants, conditions, and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances, and facilities as granted hereby and subject to the Rules and Regulations.

Section 17.05 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically incorporated and made a part of this Agreement.

Section 17.06 Incorporation of Required Provisions

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or federal agency having the authority to regulate or control Airport operations or air traffic

Section 17.07 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 17.08 Non-waiver of Rights

No waiver by either party, at any time, of any of the terms, conditions, covenants, or agreements herein, or of any forfeiture, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Aviation Commission to re-enter the Augusta Regional Airport 61

Terminal Building, and no subsequent acceptance by the Aviation Commission of rentals then or thereafter accrued, and no delay, failure, or omission of either party to exercise any right, power, privilege, or option arising from any default shall impair any such right, power, privilege, or options, or be construed to be a relinquishment thereof, or a waiver of such default or acquiescence therein, and no notice by either party shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by such party of default in one or more instances. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. All rights provided by this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclusive of any other remedies provided by law, and the exercise of one right, power, option, or remedy by either party shall not impair its rights to exercise any other right, power, option, or remedy.

Section 17.09 Force Majeure

Neither the Aviation Commission nor Airline shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder, during and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of a public enemy, terrorism, acts of superior governmental authority, pandemic, epidemic, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible, and which are not within its control. This provision shall not apply to failures by Airline to pay Rentals and Fees, or to make any other money payments required by this Agreement. This Section 17.09 shall not prevent either party from exercising its rights of termination specified under Articles 13 and 14 (except as expressly set forth therein).

Section 17.10 General Interpretation

Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline is to be in connection with the operation of its Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit; and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) the Agreement does not grant to any third person (excepting a successor party to the Aviation

Commission or Airline) a right to claim damages or bring any suit, action, or other proceeding against either the Aviation Commission or Airline because of any breach hereof.

Section 17.11 Agreements between the Aviation Commission and Other Airlines

The Aviation Commission agrees not to enter into any scheduled airline operating agreement and terminal building lease with any other airline conducting similar operations at the Airport after the date of this Agreement that contains more favorable Rentals and Fees and other terms and conditions than those provided in this Agreement. The above notwithstanding, the Aviation Commission reserves the right to offer incentives, in any form, including the abatement of Rentals and Fees for a period of time, to airlines offering new air services, subject to and in compliance with, all Federal Grant Assurances, the FAA's Revenue Use Policy and applicable laws. Said incentives may provide an airline offering new air service more favorable terms, conditions, rentals, and fees for an initial period of time. Airline shall not be required to recompense the Aviation Commission for financial shortfalls, if any, caused by the offering of incentives.

Section 17.12 Rights Non-Exclusive

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and the Aviation Commission reserves the right to grant similar privileges to others, provided that, in doing so, the Aviation Commission does not interfere nor alter, or purport to alter, Airline's rights and privileges hereunder.

Section 17.13 Capacity to Execute

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

Section 17.14 Acknowledgment

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the Aviation Commission by reason of the preparation of this Agreement by the Aviation Commission.

Augusta Regional Airport

Section 17.15 Severability

In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the Aviation Commission or Airline in their respective rights and

obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 17.16 Approvals

Unless otherwise stated, whenever this Agreement calls for approval by the Aviation Commission, such approval shall be evidenced by the written approval of the Executive Director. Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned, or

delayed.

Section 17.17 Notices

All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for the Aviation Commission, notices shall be delivered to:

Executive Director Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30906-9620

or to such other address as may be designated by the Executive Director by written notice to Airline.

Notices to Airline shall be delivered to:

US/Overnight Mail:

American Airlines Attn: Vice President Corporate Real Estate 4333 Amon Carter Blvd. MD 5317 Fort Worth, Texas 76155

or to such other address as may be designated by Airline by written notice to the Aviation Commission.

Augusta Regional Airport

64

Section 17.18 Agent for Service

It is expressly understood and agreed that if Airline is not based in the State of Georgia, or is an association or partnership without a member or partner resident in said state, Airline shall appoint an agent, qualified to do business in the State of Georgia, for the purpose of service of process in any court action between it and the Aviation Commission arising out of or based upon this Agreement. Airline shall, within ten (10) days of execution of this Agreement, notify the Aviation Commission, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Georgia for service upon a nonresident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Georgia by the registered mailing of such service at the address set forth above.

Section 17.19 Time Is of the Essence

Time is of the essence in this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF,	the parties hereto have caused	these presents to b	e executed or	the day
and year first above written.				

ATTEST:	AUGUSTA, GEORGIA
By:Clerk	Garnett L. Johnson, Mayor
ATTEST:	AVIATION COMMISSION:
By:Secretary	Aviation Commission Chair
ATTEST:	AIRLINE:
By:Secretary	President
Augusta Regional Airport	66

EXHIBIT A AIRPORT LAYOUT PLAN

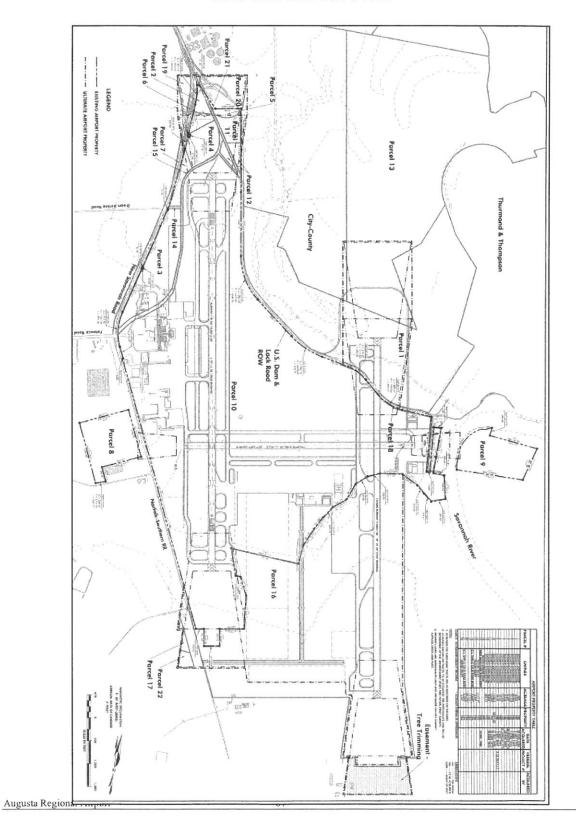
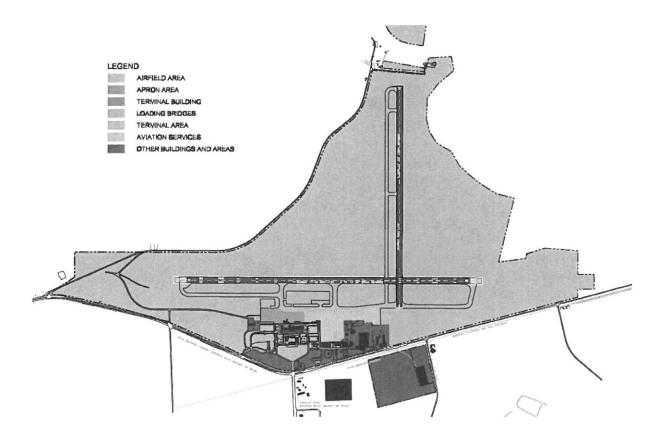


EXHIBIT B AIRPORT COST CENTERS



Item 9.

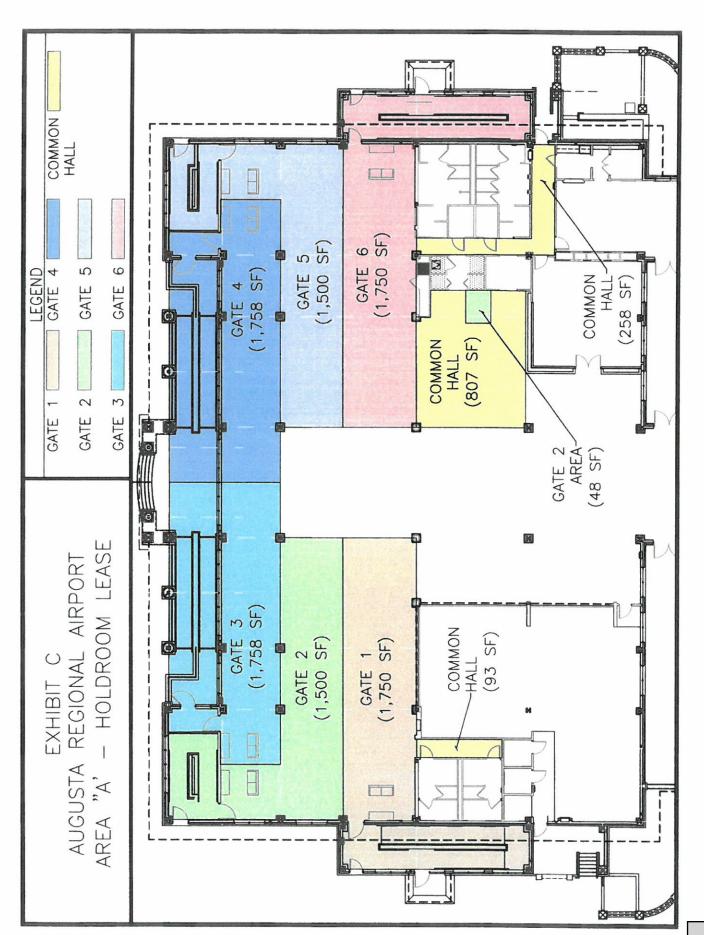
EXHIBIT C

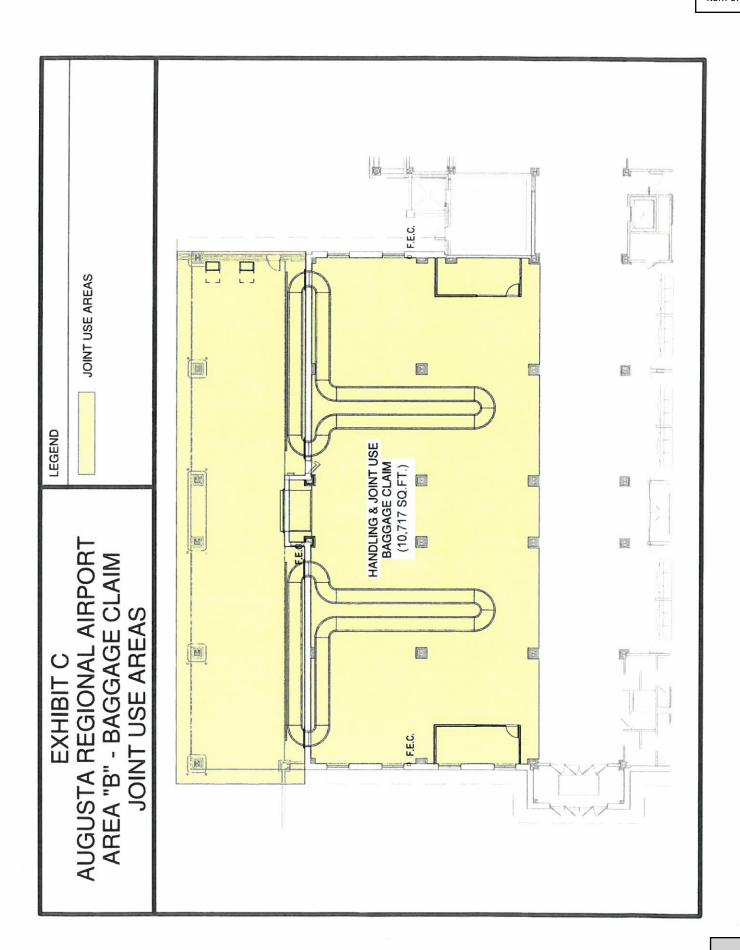
Page

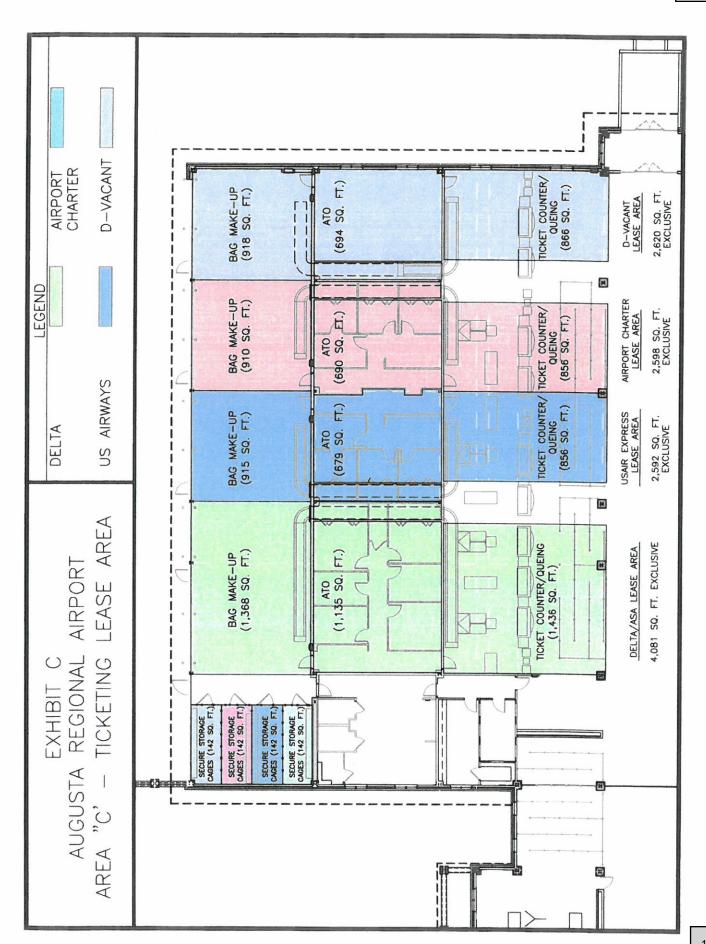
Item 9.

EXHIBIT C

Page







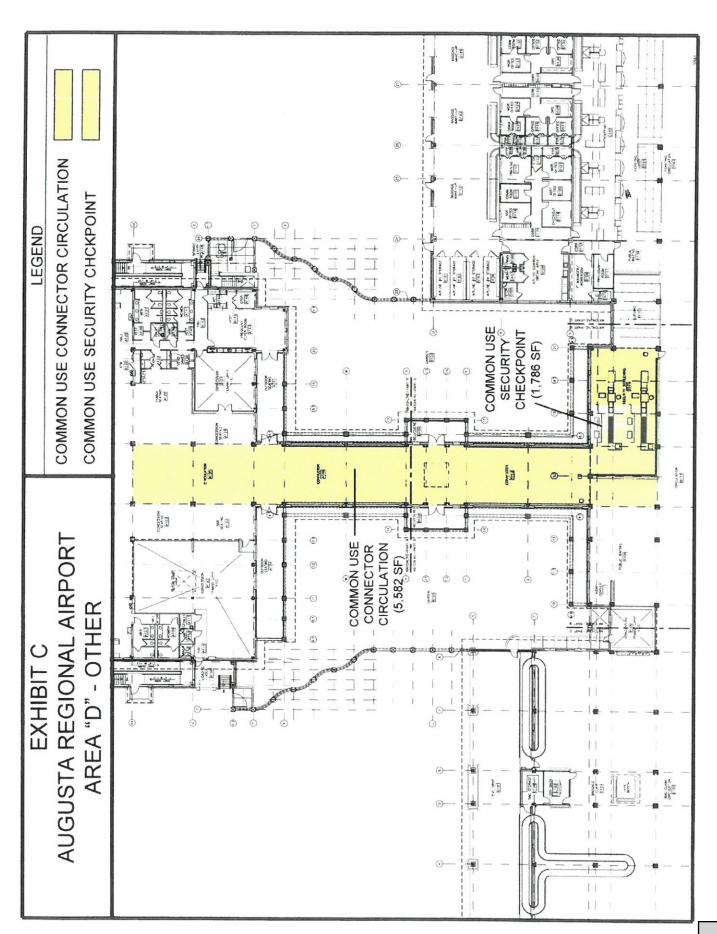


EXHIBIT D RATE STRUCTURE FOR RENTALS AND FEES

CATEGORY

UNIT

I. Terminal Building Rental Rate

Per Square Foot

II. Apron Area Rental Rate

Per Position

III. Loading Bridge Rate

Per Bridge

Per 1,000 pounds

IV. Landing Fee Rate

of CMGLW

Actual rates for rents and fees will be identified in a separate rates and charges addendum that will be presented to the airlines annually and will be consistent with the Airport's Debt Service Requirement and coverage as set forth in the 2015 Bond Resolution.

EXHIBIT E

RESPONSIBILITIES OF AVIATION COMMISSION AND AIRLINES FOR OPERATION AND MAINTENANCE OF TERMINAL BUILDING

Airline's Responsibility

Unless otherwise provided, Airline shall at its sole cost and expense, maintain the non-public view portions of Airline's leased areas and every part thereof in good appearance, repair, and safe condition including but not limited to:

- Maintain all improvements in Airline's leased areas, including furnishing, fixtures, and equipment (including the mini-split A/C system in Radio/Comm Rooms) whether installed by Airline or the Aviation Commission.
- Maintain all interior walls, ceilings, doors, floor finishes and carpeting, all locks, interior lamping, building glass, all interior painting and finishes.
- 3. Maintain all plumbing systems and fixtures within Airline's leased areas.
- 4. Provide all janitorial services to its non-public view leased areas.

Aviation Commission's Responsibilities

Unless otherwise provided, Aviation Commission shall at its sole cost and expense, maintain the public view portions of Airline's leased areas and the remainder of the Terminal and every part thereof in good appearance, repair, and safe condition including but not limited to:

- 1. Maintain the Terminal Building structural members, exterior structure and finish, and roof of the Terminal Building.
- 2. Maintain all pavements and subsurface drainage structures in the Assigned Areas.
- 3. Maintain the building heating, ventilation, air conditioning (HVAC) as well as the electrical systems and lighting fixtures in the Terminal (excluding the non-public view leased area of Airline). Relamping of the Terminal (excluding airline non-public view space).
- 4. Provide janitorial services in the Terminal for Preferential, joint use, common and public space.
- 5. Maintain the landscaping and exterior areas of the landside of the Terminal.
- Maintain baggage conveyor and baggage handling systems for both outbound and inbound bags.

EXHIBIT E RESPONSIBILITIES OF THE AVIATION COMMISSION AND AIRLINES FOR OPERATION & MAINTENANCE OF TERMINAL BUILDING

SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

				Joint Use		
	Excl	Exclusive Use Premises		Premises	Preferentia	Preferential Use Premises
	Ticket	Offices &	Bag	Baggage	Aircraft	Hold-
	Counters	Operations	Make-up	Claim	Aprons	rooms
Air Conditioning		COMMISSION Mini-split A/C maintained by	,		n/a	
	COMMISSION	Airline	n/a	COMMISSION	e/u	COMMISSION
Heating	COMMISSION	COMMISSION	COMMISSION	COMMISSION		COMMISSION
a. Bulb & Tube Replacement	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
b. Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
Electrical Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
Water						
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	COMMISSION	n/a
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
Sewage	n/a					
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
Maintenance						
a. Other than Structure	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION
b. Structure	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION
c. Exterior	n/a	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a
Custodial Service	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	n/a
Window Cleaning						
a. Exterior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION
b. Interior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION
Ramp - Concrete Repair	n/a	n/a	n/a	n/a	COMMISSION	n/a
Snow Removal						
a. Larger ramp area	n/a	n/a	n/a	n/a	n/a	n/a
b. Gate areas & walkway to aircraft	n/a	n/a	n/a	n/a	n/a	n/a

Augusta Regional Airport

EXHIBIT F

AUGUSTA REGIONAL AIRPORT MONTHLY ACTIVITY REPORT

Augusta Regional Airport Monthly Statistical Information Due by the 10th of the Month

Carrier: PSA		Reporting Period: July				
Landing Information			Monthly Statistics			
	Number			Enplane	Deplane	
Charter Flights		Revenue Pa	ssengers	2,367	2,484	
Diverted Flights			Non Revenue Passengers 126		8	
Scheduled Flights	65	Total Passe		2,493	2,564	
Canceled Flts Due to:					2,00	
ATC		Seating Car	pacity	3,250	3,250	
Crew (CW)				0,200	0,200	
Holiday Reduction (HR)		Mail (Pound	ls)			
Maintenance (MT)		Express (Po	ounds)			
Prescheduled XLN (PC)		Freight (Pou	inds)	160	1,043	
Weather (WX)		Troigin (i oc	31100)	100	1,040	
Aircraft Damage						
Other-Apt Const/Rwy.Cons	+	+				
Flights Operated	65					
riigiits operated	1 00					
		Landin				
A	В	С	D			
Type of Aircraft	Gross Certified	Number of	Landing Fee Cale	culation at	Total	
	Landing Weight	Landings	\$.77 per 1000		Charge	
AT7	47,068		(B) X (C) / 1,000	X\$0.77=	0.00	
CRJ-200	47,000	65	(B) X (C) / 1,000	X\$0.77=	2,352.35	
CRJ-400	47,000		(B) X (C) / 1,000	X\$0.77=	0.00	
CRJ-700	67,000		(B) X (C) / 1,000	X\$0.77=	0.00	
CRJ-900	73,500		(B) X (C) / 1,000	X\$0.77=	0.00	
EMB120	24,800		(B) X (C) / 1,000		0.00	
EMB135	40,785		(B) X (C) / 1,000		0.00	
EMB145	47,000		(B) X (C) / 1,000		0.00	
EMB145-ER	41,226	1	(B) X (C) / 1,000		0.00	
EMB145 -LR	42,549		(B) X (C) / 1,000		0.00	
EMB145 XRJ	44,092		(B) X (C) / 1,000		0.00	
J-31	15,906		(B) X (C) / 1,000		0.00	
Dash 8	34,500	 	(B) X (C) / 1,000		0.00	
Dash 8-300	42,000	†	(B) X (C) / 1,000		0.00	
B737-300	114,000		(B) X (C) / 1,000		0.00	
B737-400	146,300	+	(B) X (C) / 1,000		0.00	
B737-500	110,000	1	(B) X (C) / 1,000		0.00	
B737-800	144,000		(B) X (C) / 1,000		0.00	
B767-800	350,000	+	(B) X (C) / 1,000		0.00	
MD 88	108,000	 	(B) X (C) / 1,000			
WID 86	100,000				0.00	
		-	(B) X (C) / 1,000		0.00	
TOTAL NO	OF LAMBINGS	65	(B) X (C) / 1,000		0.00	
	OF LANDINGS	05	1017	AL CHARGES	2,352.35	
Departure Performar						
)-15 min	60					
16-30 min	1					
31-60 min			is a true and correct	statement:		
60 min+	4 Station Ma	nagers				
ost Bag Claims	Signature		Gregory Campbell			
PAWOB	0 Date		8/8/08			

Augusta Regional Airport



Augusta Commission Meeting

April 18, 2023

Motion to approve a vendor for RFP 22-296

Department: Parks & Recreation

Presenter: Maurice McDowell

Caption: Motion to approve a vendor for RFP 22-296 - Parks & Recreation Strategic

Plan. (Approved by Public Services Committee April 11, 2023)

Background: With RFP 22-296, Augusta Parks & Recreation has solicited proposals from

qualified firms to guide the Department through the development and implementation of the 2023 Strategic Plan. Three compliant packages were submitted and Raftelis Financial Consultants, Inc. was selected through

competitive bidding as vendor with the highest overall score.

Analysis: Strategic Planning is needed to analyze the department's strengths,

weaknesses, opportunities, and threats. The selected firm will structure the strategic planning process, analyze existing programs and procedures, gather input from the community, staff and stakeholders and create a comprehensive strategic plan to ensure effective use of resources and focus on key priorities.

Financial Impact: \$98,200.00

Alternatives: 1. Move to approve entering into an agreement with Raftelis Financial

Consultants, Inc.

2. Move to no action.

Recommendation: Move to approve entering into an agreement with Raftelis Financial

Consultants, Inc.

Funds are available in Funds are available in the Parks & Recreation General Fund. The funding

the following accounts: source will be 101-06-1110-5211110.

REVIEWED AND N/A

APPROVED BY:

AUGUSTA, GEORGIA PARKS AND RECREATION DEPARTMENT PROFESSIONAL SERVICES AGREEMENT BETWEEN

AUGUSTA, GEORGIA

AND

RAFTELIS FINANCIAL CONSULTANTS, INC.

This Agreement made and entered into this _____ day of _____ 2023 (the "Effective Date"), by and between Augusta, Georgia, (hereinafter referred to as "Augusta") a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Parks and Recreation Department ("Parks") whose address is 2027 Lumpkin Rd, Augusta, GA, and Raftelis Financial Consultants, Inc., (hereinafter referred to as Raftelis) a North Carolina corporation whose address is 227 West Trade Street, Suite 1400 Charlotte, NC 28202.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAFTELIS and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I. SCOPE OF SERVICES TO BE PROVIDED

- **A.** RAFTELIS will conduct those activities as indicated in RFP 22-296, Section III, "Goals and Deliverables of the Project," and Section IV, "Scopes of Services", which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:
 - **a.** Reviewing Parks and Recreation Department's mission and vision statements;
 - **b.** Reviewing the 2016 Master Plan;

- **c.** Preparing and performing a SWOT analysis of programs, activities, and procedures;
- **d.** Prepare and implement an attitude and interest survey;
- e. Interview key community stakeholders;
- **f.** Developing a criticized list of critical issues;
- g. Identifying key priorities and seeking Augusta, Georgia Commission approval for long-range priorities;
- **h.** Creating an "Action Plan;"
- Creating performance measures to monitor achievements of "Action Plan" priorities;
- **j.** Presenting "Action Plan" to Augusta, Georgia Commission for approval;
- **k.** Promoting the "Action Plan to create increased awareness and participation among staff and elected officials;
- 1. Integrating "Action Plan" into 2024 budget and other planning documents; and/or
- **m.** Monitoring "Action Plan" on a quarterly and annual basis.
- **B.** All documents, data, compilations reports and studies prepared by Raftelis in performing the Scope of services shall be the sole property of Augusta. Nothing contained herein shall be deemed an assignment, transfer or divestiture its use by Raftelis of any of its trade secrets, know-how or intellectual property, except that Raftelis warrants that it understands and is aware of the requirements for exemption of trade secrets pursuant to O.C.G.A. § 50-18-72.

ARTICLE II

GENERAL CONDITIONS

- A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, one year from the Effective Date, unless extended by written amendment. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.
- **B.** The ownership of all data, drawings, charts, etc. which are prepared or produced under this contract shall be that of Augusta, Georgia; provided, however, nothing contained herein shall be deemed a transfer, assignment or divestiture by Raftelis of its trade secrets, know-how or intellectual property.
- C. In performance of the services, it is understood that Augusta and/or others may supply Raftelis with certain information and/or data, and that Raftelis will rely on such information. It is agreed that the accuracy of such information is not within Raftelis' control and Raftelis shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of Raftelis' Scope of Services.
- **D.** <u>Independent Contractor Status</u>. It is understood and agreed that Raftelis will provide the services under this Agreement on a professional basis as an independent contractor and that during the performance of the services under this Agreement, Raftelis' employees will not be considered employees of Augusta within the meaning or the applications of any federal, state, or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, worker's compensation, industrial accident, labor,

or taxes of any kind. Raftelis' employees shall not be entitled to benefits that may be afforded from time to time to Client employees, including without limitation, vacation, holidays, sick leave, worker's compensation, and unemployment insurance. Further, Augusta shall not be responsible for withholding or paying any taxes or social security on behalf of Raftelis' employees. Raftelis shall be fully responsible for any such withholding or paying of taxes or social security.

ARTICLE III CONSIDERATION/FEES

- A. Augusta shall pay to Raftelis the sum not to exceed \$[X], which includes professional fees and direct expenses incurred in performing the scope of services, as well as an hourly technology expense reimbursement, outlined in Attachment B. The parties understand that this sum is based upon the scope of work contained herein at Raftelis' current standard hourly rate schedule included in Attachment B. Any expansion of the scope of work by the Augusta shall involve the discussion and agreement of additional fees and time by both parties.
- **B.** Raftelis shall submit invoices to Augusta on a monthly basis for services rendered to the date thereof. Such invoices shall be supported by appropriate documentation; at a minimum, the task performed, the individuals working on such task, the level of each such individual, and expenses incurred. Each invoice will contain all hours and expenses from Raftelis for the month. Upon receipt of monthly invoice, Augusta will remit payment of same amount to the Raftelis within 30 days.
- **C.** Adjustment in price in this Agreement shall be computed in one of the following ways:
 - a. By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;
 - b. By unit prices specified in this Agreement or subsequently agreed upon;

- c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or
 - d. In such other manner as the contracting parties may mutually agree upon.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF RAFTELIS

RAFTELIS hereby represents and warrants to Augusta as follows:

- A. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by RAFTELIS and constitutes a legal, valid and binding obligation of RAFTELIS, enforceable against RAFTELIS in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.
- **B.** No Conflict. To its knowledge, neither the execution nor delivery of this Agreement by RAFTELIS, nor the performance by RAFTELIS of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to RAFTELIS, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which RAFTELIS is a party or by which RAFTELIS or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any

assets of RAFTELIS under any agreement or instrument to which RAFTELIS is a party or by which RAFTELIS or its assets may be bound or affected.

- **C. No Approvals Required**. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by RAFTELIS or the performance of its obligations hereunder, except such as have been duly obtained or made.
- **D. Financial Condition**. There has been no material adverse change in the financial condition of RAFTELIS that would impair the ability of RAFTELIS to perform its obligations under this Agreement.
- **E. No Collusion**. RAFTELIS's Proposal is genuine and not collusive or a sham. RAFTELIS has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of RAFTELIS's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.
- F. Information Supplied By RAFTELIS. The information supplied and representations and warranties made by RAFTELIS and in all submittals made in response to the RFP, including RAFTELIS's Proposal, and in all post-proposal submittals with respect to RAFTELIS (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. RAFTELIS's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.
- G. Ethics: Gratuities and Kickbacks. Neither RAFTELIS, any subsidiary, or any agent or other representative of RAFTELIS has given or agreed to give, any employee or

former employee of Augusta or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

- H. Contingent Fees. The RAFTELIS 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 RAFTELIS for the purpose of securing business and that the RAFTELIS has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- I. Existence and Powers. RAFTELIS is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.
- **J.** Augusta's selection of the RAFTELIS was made with specific reliance on the qualifications and experience of specific RAFTELIS staff identified in the RAFTELIS's response to RFP 22-296, incorporated herein by reference. Unless substitutions are otherwise

approved by Augusta or the Parks and Recreation Department, RAFTELIS agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in RAFTELIS's response.

- K. Standard of Performance. Raftelis' opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events and estimates of cost-justified system development fees shall be made on the basis of available information and Raftelis' expertise and qualifications as a professional. Raftelis will perform the Scope of services in conformance with the professional standards in its field of expertise prevailing at the time and place the Scope of services are performed. Raftelis does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from Augusta's estimates or forecasts or from actual outcomes. Raftelis identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the Augusta.
- L. Confidential Information. Raftelis acknowledges and agrees that in the course of the performance of the services pursuant to this Agreement, Raftelis may be given access to, or come into possession of, confidential information from Augusta, of which information may contain privileged material or other confidential information. Raftelis acknowledges and agrees, except as required by law, judicial or administrative order, trial, or other governmental proceeding, that it will not use, duplicate, or divulge to others any such information marked as "confidential" disclosed to Raftelis by Augusta ("Confidential Information") without first obtaining written permission from Augusta. All tangible embodiments of such information shall be delivered to Augusta or the destination of such information by Raftelis requested by Augusta. Augusta acknowledges Raftelis has the right, subject to Georgia law, to maintain its own set of work papers which may contain Confidential Information. Notwithstanding anything else in this paragraph, Raftelis acknowledges that Augusta, Georgia is an "agency"

pursuant to O.C.G.A. § 50-18-70 et seq., and agrees and acknowledges that anything in this paragraph may be subject to Georgia Open Records Act law and rules. Raftelis agrees to provide Augusta, Georgia with any public records subject to public inspection and copying and to assist Augusta, Georgia in complying with all relevant laws related to the Georgia Open Records Act related to RFP 22-296 and the services covered in this Agreement.

ARTICLE V INSURANCE

RAFTELIS ("Contractor") shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta ("the County") evidence of a policy or policies of insurance as enumerated below.

- A. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000.
- B. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000.
- C. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:
 - a. Worker's Compensation Statutory coverage
 - b. Employer's Liability \$1,000,000
- D. Any deductible or self-insured retention must be disclosed and is subject to approval by the County. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.
- E. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is

"Claims made" and state the retroactive date. Claims made form coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this Contract and Contractor shall annually provide the County with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the County to assure financial responsibility for liability for services performed.

Additional Insured and Primary Insurance Provisions:

- F. Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include the County, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the County.
- G. In addition, Contractor's insurance shall be primary as respects the County, and any other insurance maintained by the County shall be excess and not contributing insurance with the Contractors insurance.
- H. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:
- A copy of the policies declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
- J. A copy of the endorsement naming the County as an Additional Insured showing the policy number and signed by an authorized representative of the insurance company for Commercial General Liability and Worker's Compensation.

- K. A copy of an endorsement stating that the coverage's provided by this policy to the County or any other named insured shall not be terminated reduced or otherwise materially changed without providing at lease forty-five (45) days prior written notice to the County.
- L. **Policy Rating**. All policies shall be subject to approval by the County Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus line broker), form and coverage, and primary to all other insurance.
- M. **Self-Insurance**. Should Contractor be self-insured, under item (1), (2) (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the County as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.
- N. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.
- O. Failure of the Contractor to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

ARTICLE VI

TERMINATION

A. Termination of the Agreement for Default. Failure of the RAFTELIS, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the RAFTELIS pursuant to this term.

- **B.** Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:
 - 1. **Assignment for Creditors**: The RAFTELIS makes a general assignment for the benefit of creditors.
 - 2. **Bankruptcy**: The RAFTELIS files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.
 - 3. **Receivership**: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the RAFTELIS in any proceeding brought by or against the RAFTELIS, or the RAFTELIS consents to or acquiesces in such appointment.
- **E. Termination**. Either party may terminate this Agreement upon 30 days' prior written notice.
- **F.** Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:
 - 1. In the event that the RAFTELIS fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or
 - 2. In the event that the RAFTELIS makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or
 - 3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of Parks and Recreation Department.

G. Temporary Suspension or Delay of Performance of Contract. To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unliterally order a temporary stopping of the work, or delaying of the work to be performed by RAFTELIS under this Agreement.

ARTICLE VII MISCELLANEOUS PROVISIONS

- **A.** RAFTELIS will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by RAFTELIS herein, or to the wages paid by RAFTELIS to its employees.
- **B.** RAFTELIS will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.
- **C.** All reports, documents, data bases, commercials, and other deliverable products produced by RAFTELIS for sole purposes of Augusta under the terms of this Agreement will at all times be the exclusive property of Augusta.
- **D.** Governing Law. This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.
- **E.** Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- **F. Severability**. In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of

or to this Agreement or such other appropriate actions as shall, to the maximum extent

practicable in light of such determination, implement and give effect to the intentions of the

Parties as reflected herein, and the other provisions of this Agreement shall, as so amended,

modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary. This Agreement is intended to be solely for the

benefit of RAFTELIS and Augusta and their respective successors and permitted assigns and

is not intended to and shall not confer any rights or benefits on any Person not a signatory

hereto.

H. Notices and Authorized Representatives. All notices, consents, approvals or

communications required or permitted hereunder shall be and may be relied upon when in

writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return

receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or

nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed

receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such

notices, consents, approvals or communications shall be addressed as follows:

For Augusta: Office of the Mayor

535 Telfair Street

Suite 200

Augusta, Georgia 30901

Parks and Recreation Department

ATTN: Maurice McDowell

2027 Lumpkin Rd

Augusta, GA 30906

With a Copy to:

General Counsel

Augusta Law Department

535 Telfair Street, Building 3000

Augusta, GA 30901

For RAFTELIS:

Raftelis Financial Consultants, Inc.

Attn:

- I. Nondiscrimination. During the performance of services under this Agreement, RAFTELIS agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. RAFTELIS will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- **J.** Indemnification. RAFTELIS hereby agrees to hold harmless, indemnify and defend Augusta, Georgia, the Augusta Finance Department, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by RAFTELIS its officers, employees, sub-RAFTELISs, or other representatives.
- **K.** Compliance with laws: The RAFTELIS shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the RAFTELIS and Augusta. RAFTELIS shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

- L. Prompt Pay Act. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- Μ. RAFTELIS ("Contractor") acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
- **N.** 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. 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.

- O. Throughout the term of this contract, RAFTELIS will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. RAFTELIS will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- **P.** Inspection. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of RAFTELIS or any subcontractor of RAFTELIS or

subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. RAFTELIS agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of RAFTELIS which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

- **Q.** Independent Contractor. The RAFTELIS shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Finance Department; and shall retain control over its employees, agents, servants and subcontractors.
- **R.** Assignment and Subcontracting. The RAFTELIS shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the RAFTELIS hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.
- S. Choice of Law and Venue. This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. RAFTELIS by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.
- **T. Invalid Provisions**: If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions

or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either Augusta or RAFTELIS in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

- U. Waivers. Failure by Augusta to insist upon the strict performance by the RAFTELIS of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the RAFTELIS.
- V. Entire Agreement. This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, RAFTELIS hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and RAFTELIS's response to RFP 22-296 (Exhibit "A"), the RAFTELIS's response to RFP 22-296 shall take precedence over this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

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

Raftelis Financial Consultants, Inc.	Augusta, Georgia
By:	By:
Name:	Name: GARNETT L. JOHNSON
Title:	Title: Mayor
Date:	Date:
Parks and Recreation Department	
By:	
Name:	
Title:	
Date:	
	Attest:
	Lena J. Bonner, Clerk of Commission

APPENDIX A RFP 22-296 and RAFTELIS'S RESPONSE TO RFP 22-296

APPENDIX B RAFTELIS' 2022 Standard Hourly Billing Rates

Position Hourly Billing Rate **

Chair \$475

Chief Executive Officer/President \$400

Executive Vice President \$350

Vice President/Principal Consultant \$325

Director of Governmental Services \$310

Senior Manager \$285

Director of Data Services \$275

Director of Strategic Communications \$275

Manager \$250

Director of Florida Operations \$225

Senior Consultant \$220

Consultant \$190

Creative Director \$190

Associate \$160

Graphic Designer \$135

Analyst \$115

Administration \$85

PRMG – Executive Vice President \$280

PRMG – Vice President \$265

PRMG - Senior Manager \$225

PRMG - Manager \$215

PRMG - Senior Consultant \$175

PRMG - Consultant \$140

PRMG - Associate \$120

PRMG - Administration \$85

Technology/Communications Charge* \$10

^{*} Technology/Communications Charge – this is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/computer webinars, photocopies, etc.

^{**} For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, November 15, 2022 @ 11:00 a.m. via ZOOM Meeting ID: 852 7660 8220; Passcode: 371369 for furnishing:**

RFP Item #22-296 Parks and Recreation Strategic Plan for Augusta, GA – Parks and Recreation 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, October 31, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 885 1966 8040; Passcode: 531345.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, November 1, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle October 6, 13, 20, 27, 2022

Metro Courier October 6, 2022

Revised: 3/22/21

Item 10.



RFP Opening - RFP Item #22-296 Parks and Recreation Strategic Plan for Augusta, GA – Parks and Recreation Department RFP Date: Tuesday, November 15, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 19

Total Number Specifications Download (Demandstar): 2

Total Electronic Notifications (Demandstar): 171

Georgia Procurement Registry: 1952

Total packages submitted: 4

Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify #	SAVE Form	Addendum 1	Original	7 Copies	Fee Proposal
Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102	Yes	166359	Yes	No / Non- Compliant	Yes	Yes	Yes
Brandsetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	Yes	637494	Yes	Yes	Yes	Yes	Yes
Chire, LLC dba Collective Insights Consulting 3565 Piedmont Rd. N.E., Building 1 Suite 520 Atlanta, GA 30306	Yes	1510716	Yes	Yes	Yes	Yes	Yes
Raftelis Financial Consultants, Inc. 227 W. Trade Street, Suite 1400 Charlotte, NC 28202	Yes	266589	Yes	Yes	Yes	Yes	Yes

Augusta

RFP Evaluation Sheet - RFP Item #22-296 Parks and Recreation Strategic Plan for Augusta, GA – Parks and Recreation Department Evaluation Date: Monday, December 5, 2022 @ 3:00 p.m. via ZOOM

Vendors Phase 1		Brandsetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	Chire, LLC dba Collective Insights Consulting 3565 Piedmont Rd. N.E., Building 1 Suite 520 Atlanta, GA 30306	Raftelis Financial Consultants, Inc. 227 W. Trade Street, Suite 1400 Charlotte, NC 28202	Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102	Brandsetter Carroll Inc. 2360 Chauvin Drive Lexington, Kentucky 40517	Chire, LLC dba Collective Insights Consulting 3565 Piedmont Rd. N.E., Building 1 Suite 520 Atlanta, GA 30306	Raftelis Financial Consultants, Inc. 227 W. Trade Street, Suite 1400 Charlotte, NC 28202	Berry Dunn McNeil & Parker, LLC 2211 Congress Street Portland, Maine 04102	
Evaluation Criteria	Ranking	Points			v) to 5 (High)			Weight	ed Scores	
. Completeness of Response Package submitted by the deadline Package is complete (includes requested information s required per this solicitation)	N/A	Pass/Fail	PASS	PASS	PASS	FAIL	PASS	PASS	PASS	FAIL
Attachment B is complete, signed and notarized	(0.5)	15	F 0	2.0	Γ.0		75.0	Γ0 Γ	75.0	
. Qualifications & Experience . Organization & Approach	(0-5) (0-5)	15 20	5.0 4.5	3.9 3.0	5.0 5.0		90.0	58.5 60.0	100.0	
Scope of Services experience and approach to the Scope of Services experience and approach to the Scope of Services excluded in Section IV to include details on the following items. Bits the number of strategic plans of similar size and cope the firm has completed. Bits the number of strategic plans of similar size and cope the firm has completed in least 5 years. Describe the firm's involvement with activities and/or trainings offered by the National Recreation and Park Association and/or the Georgia Recreation and Park Association. Describe the firms experience in working with Parks and Recreation Agencies on Master Plans and/or trategic Plans. Submit a sample of a completed strategic plan of milar size. Financial Stability References Proximity to Area (only choose 1 line according to Within Richmond County Within CSRA Within Georgia Within SE United States (includes AL, TN, NC, SC,	(0-5) (0-5) (0-5)	5 5 c company - ente 10 6 4	5.0 5.0 4.4	3.0 4.0 3.8	5.0 5.0 4.8		25.0 21.8 0.0 0.0 0.0	20.0 18.8 0.0 0.0 20.0	25.0 23.8 0.0 0.0 0.0	
FL)	5	2			5.0		0.0	0.0	10.0	
All Others	5	1	5.0				5.0	0.0	0.0	
Phase 1 Total - (Total Maximum Maximum Weighted Total Po Phase 2 (Option - Numbers 8-9) (Vendo	ssible 375)	28.9	22.7	29.8		316.8	237.3	333.8	
				in Any Category to be C			40.0	0.0	47.5	
8. Presentation by Team 9. Q&A Response to Panel Questions	(0-5) (0-5)	10 5	4.0 4.0		4.8 4.8		40.0 20.0	0.0	47.5 23.8	
0. Cost/Fee Proposal Consideration (only cl	•			l in relation to all fee prop		for the one line only)	20.0		sal Consideration	
Lowest Fees	5	10	5.0				50.0	0.0	0.0	
Second	5	6			5.0		0.0	0.0	30.0	
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	
otal Phase 2 - (Total Maximum Ranking 15 Maximum Weighted Total Possible 125)		_	13.0	0.0	14.5		110.0	0.0	101.3	
otal (Total Possible Score 500) Total (May	not Receive	Less Than a 3	Ranking in Any Category		1					
Total Cumulative Scoi (Maximum point is 50			41.9	22.7	44.3		426.8	237.3	435.0	
Evaluator: Cumulative Procurement DepartmentRepresentative: Procurement Department Completion Da	:Nancy		Phase II - 12/15/22 Phase II - 12/15/22		Internal Use	Only				

2027 Lumpkin Road Augusta, GA 30906

Memorandum

TO:

Nancy Williams, Contract Compliance Administrator - Prosurement

FROM:

Maurice McDowell, Director - Parks & Recreation

DATE:

December 20, 2022

SUBJECT:

Recommendation of Award: 22-296 Parks & Recreation Strategic Plan

After thorough review of the three submitted proposals, and after the team presentation of the two leading vendors, the Parks & Recreation Department recommends for RFP 22-296 to be awarded to Raftelis Financial Consultants, Inc.

Raftelis led the score in both phase one and two, and the Department is convinced that while both Brandstetter Carroll Inc. and Raftelis are great matches, the needs of this project are best met by Raftelis.

Thank you for your continuous assistance in the procurement process. We are looking forward to the results of the contract negotiation.

2027 Lumpkin Road Augusta, GA 30906

Memorandum

TO:

Geri Sams, Director - Procurement

FROM:

Maurice McDowell, Director – Parks & Recreation

DATE:

January 27, 2023

SUBJECT:

Justification of Award Recommendation of bid item # 22-296

The Augusta Parks & Recreation Department is requesting to move forward with contract negotiation with the recommended vendor Raftelis Financial Consultants, Inc.

The submitted proposals did exceed the budget our Department proposed when initiating the bidding process. During the time of our submittal, we did not have a clear understanding of the market rates for the work to be done and therefore underestimated the anticipated costs.

However, during the bid opening, it became clear that all vendors were in the range of \$100,000 and it is our belief that re-bidding the item would not substantially decrease the proposed fees. Given the current market, it is more likely that future proposals will rather increase the cost than lower it.

In addition, the proposed vendor was very clear in their approach and vision and we would like to emphasize the immediate departmental need for strategic planning at this time.

The Parks & Recreation Department has sufficient funding available to cover the expenses needed for the implementation of this project.

Therefore, with consideration of the reasons laid out above, we kindly ask to consider our request to move forward and begin negotiation.

CC:

Darrell White, Deputy Director - Procurement

Nancy Williams, Contract Compliance Administrator - Procurement

BIDDERS LIST

99-961	
BID ITEM # dd d(6	COST \$

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC#		MAILED E	
1	Maypop Collaborative Attn: Melinda Cochran Davis PO Box 1453	Phone 106 658-1718	10/1/22	22-296	DW	U-5 Ma. 1	
2	Commerce, GA 30529						
3							
4							
5							
6		-					
7							
8							
9					٧		
0							
1							23
						L	

MRG CONSULTING, LLC PO BOX 561 WILTON CA 95693 PROS CONSULTING 35 WHITTINGTON DRIVE SUITE 300 BROWNSBURG IN 46112

MBMD STRATEGIC CONSULTANTS LLC 6757 S JEFFERY BLVD CHICAGO IL 60649

BOSTON CONSULTING GROUP 1075 PEACHTREE STREET NE SUITE 3800 ATLANTA GEORGIA 30909 EY
LAKE VIEW
1105 LAKEWOOD PARKWAY STE 200
ALPHARETTA GA 30009

W4SIGHT 53 W JACKSON BLVD SUITE 1660 CHICAGO IL 60604

DLW BUSINESS CONSULTANTS LTD 307 N MICHIGAN AVE SUITE 302 CHICAGO IL 60601 W.K. DICKSON & CO INC 1450 GREENE STREET SUITE 225 AUGUSTA GA 30901

W4SIGHT 53 W JACKSON BLVD SUITE 1660 CHICAGO IL 60604

COLLECTIVE INSIGHTS 3565 PIEDMONT ROAD NE BUILDING 1 SUITE 520 ATLANTA GA 30305 MBMD STRATEGIC CONSULTANTS LLC 6757 S JEFFERY BLVD CHICAGO IL 60649

MIG CONSULTING INC 317 LEXINGTON AVENUE SUITE 2 SAN ANTONIO TX 78215

MIG CONSULTING INC 317 LEXINGTON AVENUE SUITE 2 SAN ANTONIO TX 78215 GAGNON ASSOCIATES 133 PINE HILL RD BOXBOROUGH, MA 01719 GREENPLAY LLC 211 N PUBLIC ROAD SUITE 225 LAFAYETTE CO 80026

GAGNON ASSOCIATES 133 PINE HILL RD BOXBOROUGH MA 01719 MOMENTUM MANAGEMENT CONSULTING 2120 MARKET STREET SUITE 100 CAMP HILL PA 17011

SEI-CONSULTING 474 N LAKE SHORE DRIVE CHICAGO IL 60611

MATRIX CONSULTING GROUP 1650 S AMPHLETT BLVD SUITE 213 SAN MATEO CA 94402

PHYLLIS JOHNSON COMPLIANCE DEPT

MAURICE MCDOWELL PARKS & RECREATION DEPT.

FRANK ROST PARKS & RECREATION DEPT.

RFP ITEM# 22-296
PARKS AND RECREATION STRATEGIC
PLAN
For Augusta, GA PARKS & REC DEPT
RFP Due: Tues 8/1/2017 @ 11:00 a.m.

RFP ITEM# 22-296 S PARKS AND RECREATION STRATEGIC PLAN For Augusta, GA PARKS & REC DEPT RFP Mailed: THUR 10/6/2022

Planholders

Add Supplier

Download Date

Export To Excel

Supplier (2)

Supplier ₹↓

BerryDunn 10/31/2022

Tunnell-Spangler-Walsh & Associates 10/06/2022

Add Supplier

Supplier Details

Supplier Name BerryDunn

Contact Name Ann Marie Lynch

Address 2211 Congress Street , Portland, ME 04102

Email rfps@berrydunn.com

Phone Number 207-541-2200

Documents

Filename	Туре	Action
22-296_RFP	Bid Document / Specifications	View History
22-296_ADD1	Addendum	View History

10/6/22, 12:57 PM	PR_bid_email_list			
iVision 2022-10-06	.jackson@ivision.com Jackson, Marc	N	NOM	Item 10.
inLogic, Inc. 2022-10-06	rosey.sumrall@inlogic.com Sumrall, Rosey	N	NOM	
inLogic, Inc. 2022-10-06	scott.porter@inlogic.com Porter, Scott			
iqu, Ilc 2022-10-06	stephanie.quick@iqullc.com Quick, Stephanie	Y	AFA	
keesmichael 2022-10-06	tmc2211@gmail.com kees, michael	Υ	AFA	
konvrgence, inc. 2022-10-06	ladelouiser@konvrgence.com Delouiser, Louis	Y	AFA	
metafour 2022-10-06	addison@metafour.io Perrymond, Addison	N	NOM	
mojaevans Professional Services, LLC 2022-10-06	montee@mojaservices.com Evans, LaMont	Y	AFA	
naviGATE Corportation 2022-10-06	kathryn.mcdevitt@navigatecorp.com McDevitt, Kathryn	N	NOM	
netlogx LLC 2022-10-06	filings@netlogx.com Taylor, Audrey	N	NOM	

yele62@gmail.com

dahse@rsmart.com

rfq@usregistryconnect.com usregistry, usregistry

olaniyi, olayele

Ashe, Diane

Υ

Ν

Ν

AFA

NOM

NOM

ETHNIC GROUP	COUNT
African American	321
Asian American	88
Native American	4
Hispanic/Latino	21
Pacific Island/American	1
Non Minority	918
Not Classified	0
Total Number of Vendors	1353
Total Number of Contacts	1959

PR_bid_email_list

olaniyiolayele

usregistryconnect 2022-10-06

2022-10-06

rSmart 2022-10-06

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.



Augusta Commission Meeting

April 18, 2023

Airline Operating Agreement and Terminal Building Lease with Delta Airlines

Department: Augusta Regional Airport

Presenter: Herbert Judon

Caption: Motion to approve the Airline Operating Agreement and Terminal Building

Lease with Delta Airlines. Approved by the Augusta Aviation Commission on March 30, 2023. (Approved by Public Services Committee April 11, 2023)

Background: The two incumbent airlines at AGS have been operating under an agreement

since 2013. The term of the most recent agreement (2018) was for five years.

Both airlines operate under the same agreement with the same terms.

The preference is to have both airlines on the same leasing schedule. Both airlines have agreed to a new agreement with a three (3) year term with one two (2) year option for renewal. Airport and airline staff have developed a

mutually agreeable contract.

Analysis: The agreement will protect the interests of the Airport and is mutually

agreeable to both parties.

Financial Impact: This is a money in / receivables action for the Airport. The agreement

encompasses various lease, operating, and privileges fees (rates & charges) the

commercial airlines pay to operate at the Augusta Regional Airport.

Alternatives: To deny.

Recommendation: Recommend Approval. Approved by the Augusta Aviation Commission on

March 30, 2023.

Funds are available in N/A

the following accounts:

REVIEWED AND N/A

APPROVED BY:

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

FOR

THE AUGUSTA REGIONAL AIRPORT

BETWEEN THE

AUGUSTA REGIONAL AIRPORT AVIATION COMMISSION

AUGUSTA, GEORGIA

AND

DELTA AIR LINES, INC.

TABLE OF CONTENTS

ARTICLE 1 - DE	EFINITIONS	2
SECTION 1.01	Definitions	2
SECTION 1.02	Cross-References	13
SECTION 1.03	CONSTRUCTION OF CERTAIN WORDS	13
ARTICLE 2 - US	SE OF AIRPORT AND FACILITIES	13
SECTION 2.01	Permitted Uses	
SECTION 2.02	LIMITATIONS ON USE BY AIRLINE	16
ARTICLE 3 - LE	EASED PREMISES	17
SECTION 3.01	USE OF TERMINAL BUILDING	17
ARTICLE 4 - TE	ERM	19
SECTION 4.01	Term	19
SECTION 4.02	HOLDING OVER	19
ARTICLE 5 – RI	ENTALS AND FEES	19
SECTION 5.01	AIRLINE PAYMENTS	19
SECTION 5.02	TERMINAL BUILDING RENTALS	19
SECTION 5.03	LOADING BRIDGE USE FEE	20
SECTION 5.04	AIRCRAFT PARKING POSITION RENTALS	
SECTION 5.05	LANDING FEE	
SECTION 5.06	AIRPORT SECURITY SERVICES FEE	21
SECTION 5.07	PASSENGER ASSISTANCE SERVICES FEE	
SECTION 5.08	TIME AND PLACE OF PAYMENTS	
SECTION 5.09	PASSENGER FACILITY CHARGE	
SECTION 5.10	AIRLINE RECORDS	23
SECTION 5.11	INTEREST ON PAST DUE ACCOUNTS	24
SECTION 5.12	SECURITY	25
SECTION 5.13	NO FURTHER FEES AND CHARGES	25
ARTICLE 6 - RE	ECALCULATION OF RENTALS AND FEES	25
SECTION 6.01	EFFECTIVE DATE OF RECALCULATIONS	
SECTION 6.02	RECORDS OF AIRPORT COST CENTERS	26
SECTION 6.03	AVIATION COMMISSION REPORTS	
SECTION 6.04	CALCULATION OF TERMINAL BUILDING RENTAL RATES	27
SECTION 6.05	CALCULATION OF LOADING BRIDGE USE FEE	28
SECTION 6.06	CALCULATION OF AIRCRAFT PARKING POSITION FEE	29
SECTION 6.07	CALCULATION OF LANDING FEE	30
SECTION 6.08	CALCULATION OF AIRPORT SECURITY SERVICES FEE	32
SECTION 6.09	CALCULATION OF PASSENGER ASSISTANCE SERVICES FEE	
SECTION 6.10	COMPETITIVE CREDIT	32
ARTICLE 7 - SU	BORDINATION AND APPLICATION OF REVENUES	33
SECTION 7.01	SUBORDINATION TO BOND RESOLUTION	33
ARTICLE 8 - CA	APITAL IMPROVEMENTS	33
SECTION 8.01	NEED FOR ACQUISITION (S) CAPITAL EXPENDITURES	
SECTION 8.02	IMPROVEMENTS SUBJECT TO SIGNATORY AIRLINE CONSIDERATION	
SECTION 8.03	GRANTS	35
ARTICLE 9 - OF	BLIGATIONS OF AIRLINE	35
SECTION 9.01	MAINTENANCE AND REPAIR	35

SECTION 9.02	OWNERSHIP OF IMPROVEMENTS	
SECTION 9.03	Liens	
SECTION 9.04	PAYMENT OF TAXES	
SECTION 9.05	VENDING MACHINES	
SECTION 9.06	EMPLOYEES OF AIRLINE	
SECTION 9.07	RULES AND REGULATIONS	
SECTION 9.08	REMOVAL OF DISABLED AIRCRAFT	39
ARTICLE 10 - O	BLIGATIONS OF AVIATION COMMISSION	40
SECTION 10.01	OPERATION AS A PUBLIC AIRPORT	
SECTION 10.02	ACCESS TO TERMINAL BUILDING	40
SECTION 10.03	USE OF OTHER PUBLIC AREAS	
SECTION 10.04	MAINTENANCE OF AIRPORT	41
ARTICLE 11 - A	VIATION COMMISSION'S RESERVATIONS	41
SECTION 11.01	IMPROVEMENT, RELOCATION, OR REMOVAL OF STRUCTURES	
SECTION 11.02	RIGHT TO ENTER AND MAKE REPAIRS	
SECTION 11.03	AIRPORT ACCESS LICENSE/PERMIT	
SECTION 11.04	AIRLINE EMPLOYEE PARKING	43
ARTICLE 12 - D.	AMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION	43
SECTION 12.01	DAMAGE OR DESTRUCTION OF TERMINAL BUILDING	43
SECTION 12.02	Insurance	43
SECTION 12.03	INDEMNIFICATION	
SECTION 12.04	RELATIONSHIPS	
SECTION 12.05	NON-LIABILITY OF AGENTS AND EMPLOYEES	49
ARTICLE 13 - T	ERMINATION	49
SECTION 13.01	TERMINATION OF AGREEMENT BY AIRLINE	49
SECTION 13.02	CONTINUING RESPONSIBILITIES OF AIRLINE	
SECTION 13.03	TERMINATION OF AGREEMENT BY THE AVIATION COMMISSION	
SECTION 13.04	POSSESSION BY THE AVIATION COMMISSION	52
ARTICLE 14 - R	IGHTS ON TERMINATION OR REASSIGNMENT	53
SECTION 14.01	FIXED IMPROVEMENTS	53
SECTION 14.02	PERSONAL PROPERTY	53
ARTICLE 15 - A	SSIGNMENT	53
SECTION 15.01	Assignment	53
SECTION 15.02	SUCCESSORS AND ASSIGNS BOUND	54
ARTICLE 16 - G	OVERNMENT INCLUSION	54
SECTION 16.01	GOVERNMENTAL AGREEMENTS	54
SECTION 16.02	FEDERAL GOVERNMENT'S EMERGENCY CLAUSE	
SECTION 16.03	Nondiscrimination	
SECTION 16.04	SECURITY	55
SECTION 16.05	Environmental	56
ARTICLE 17 - M	ISCELLANEOUS	60
SECTION 17.01	NONINTERFERENCE WITH AIRPORT OPERATIONS	
SECTION 17.02	HEADINGS OF ARTICLES AND SECTIONS	60
SECTION 17.03	GOVERNING LAW	
SECTION 17.04	QUIET ENJOYMENT	
SECTION 17.05	INCORPORATION OF EXHIBITS	
SECTION 17.06	INCORPORATION OF REQUIRED PROVISIONS	
SECTION 17.07	Entire Agreement	61

SECTION 17.08	Non-waiver of Rights	61
SECTION 17.09	FORCE MAJEURE	62
SECTION 17.10	GENERAL INTERPRETATION	62
SECTION 17.11	AGREEMENTS BETWEEN THE AVIATION COMMISSION AND OTHER AIRLINES	Error!
BOOKMARK NOT		
SECTION 17.12	RIGHTS NON-EXCLUSIVE	63
SECTION 17.13	CAPACITY TO EXECUTE	63
SECTION 17.14	ACKNOWLEDGMENT	63
SECTION 17.15	SEVERABILITY	64
SECTION 17.16	APPROVALS	64
SECTION 17.17	Notices	64
SECTION 17.18	AGENT FOR SERVICE	65
SECTION 17.19	TIME IS OF THE ESSENCE	65

LIST OF EXHIBITS

- Exhibit A Airport Boundaries
- Exhibit B Airport Cost Centers
- Exhibit C Terminal Building Drawings and Leasehold Square Footages
- Exhibit D Rentals and Fees
- $\label{eq:exhibit} E-Responsibilities of \ Commission \ and \ Airline \ for \ Operation \ and \ Maintenance \ of \ Terminal \ Building$
- Exhibit F Augusta Regional Airport Monthly Activity Report

AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE AUGUSTA REGIONAL AIRPORT

This AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE, hereinafter referred to as the "Agreement," made and entered into this 23rd day of February, 2023, by and between Augusta, Georgia, a political subdivision of the State of Georgia, by and through the Augusta Aviation Commission, hereinafter referred to as the "Aviation Commission" and Delta Air Lines, Inc., a corporation organized and existing under the laws of the State of Delaware and authorized to do business in the State of Georgia hereinafter referred to as "Airline".

WITNESSETH

WHEREAS, the Aviation Commission is operator of the Augusta Regional Airport ("Airport") located in Augusta, Georgia and has the right to lease portions of such Airport and to grant operating privileges thereon subject to the terms and conditions hereinafter set forth; and

WHEREAS, Airline is a corporation primarily engaged in the business of providing Air Transportation with respect to persons, cargo, and mail; and

WHEREAS, both the Aviation Commission and Airline desire to enter into this Agreement to set forth the rights, privileges, and obligations of both parties and to facilitate the development, promotion, and improvement of air commerce; and

WHEREAS, the Aviation Commission has the power and authority to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, the Aviation Commission and Airline agree as follows.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions

The words and phrases cited in this Section 1.01 shall have the following meanings when used elsewhere in this Agreement.

"Affiliate" shall mean any Air Transportation company that is (i) a parent or subsidiary of Airline, or (ii) shares an International Air Transport Association (IATA) flight designator code with Airline at the Airport (Code-Sharing Partner), or (iii) otherwise operates under essentially the same trade name as Airline at the Airport and uses essentially the same livery as Airline; provided that no major airline, as such term is defined by the FAA, shall be classified as an Affiliate of another major airline, unless either clause (i) or (iii) above defines the relationship between such airlines at the Airport. Airline shall designate its Affiliate(s) in writing and shall serve as financial guarantor for all rentals and landing fees incurred by any such Affiliate at the Airport while operating as Airline's designated Affiliate hereunder. Airline may at any time give Airport thirty (30) days prior written notice that such an Air Transportation company otherwise meeting the definition of an "Affiliate" hereunder shall no longer be considered an Affiliate of Airline for purposes of this Agreement, and any guaranty by Airline of Affiliate's rentals or landing fees shall terminate and be ineffective as to any amounts incurred by such Air Transportation company after the effective date of termination of "Affiliate" status. During such period of time that an Air Transportation company is an Affiliate of Airline in accordance with the terms hereof, such Affiliate (1) shall have the same rights to use Airline's Leased Premises and the Airport as Airline; (2) shall be charged at the same landing fee rates as Airline without payment of any non-signatory premiums; (3) shall participate in any year-end or other reconciliation process whereby Signatory Airlines share in excess revenues or true-up of projected against actual costs; and (4) shall not be counted as a separate Air Transportation company from Airline for purposes of allocating the per capita portion of any cost allocation formula, but such Affiliate's passengers shall be counted as Enplaned Passengers of Airline for purposes of any enplanement-based portion of such formula. An Affiliate shall enter into a separate operating agreement with the Airport.

"Air Operations Area (AOA)" shall mean that portion of the Airport, specified in its Security Program, in which security measures specified in 49 CFR Part 1500 are conducted. This area includes aircraft movement areas being used for landing, takeoff, or surface maneuvering of aircraft Augusta Regional Airport

2

and such paved areas or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiways, or apron, aircraft parking areas, loading ramps; and safety areas for use by aircraft regulated under 49 CFR Parts 1544 or 1546, and any adjacent areas.

"Air Transportation" shall mean the carriage of persons, property, cargo, and mail by aircraft and all other activities reasonably related thereto.

"Aircraft Arrival" shall mean the arrival of all non-governmental aircraft (including, without limitation, scheduled and nonscheduled flights, training and maintenance flights, or aircraft diversions) at the Airport.

"Aircraft Gates" shall mean those portions of the Airport's Apron Area designated by the Aviation Commission from time to time for aircraft parking at the Terminal Building in order to enplane and deplane passengers.

"Aircraft Operator" shall mean any entity operating aircraft into and out of the Airport under Part 121 or Part 135 of the FARs, or the practical equivalent of said Parts and using the Terminal Building.

"Aircraft Parking Apron" means that portion of the Airfield located adjacent to the Terminal Building and depicted on Exhibit "B" hereof where Aircraft Operators park aircraft.

"Aircraft Parking Position(s)" shall mean the locations(s) on the Aircraft Parking Apron where aircraft are parked for the purpose of enplaning and deplaning passengers at the Terminal Building.

"Aircraft Parking Position Rental" shall mean the payment required of each airline each month, for the use of the Aircraft Parking Position(s) calculated in accordance with Section 5.04 and 6.06.

"Airfield" or "Airfield Area" shall mean those portions of the Airport, which provide for the landing, takeoff, taxiing, movement, or staging of aircraft including navigational aids, hazard

designation and warning devices, airfield security roads, fencing, lighting, runway protection zones, aviation easements and interests in property utilized in connection therewith.

"Airfield Area Requirement" shall be the sum of the amounts set forth in Section 6.07, subsection B.

"Airline", as used in this Agreement, shall mean the entity that has executed this Agreement and is identified in the first paragraph of this Agreement.

"Airline Leased Premises" or "Leased Premises" shall mean the following:

"Exclusive Use Space" shall mean those premises in the Terminal Building leased exclusively to Airline. Exclusive Use Space is primarily used for ticket counter, office area, and baggage makeup functions as described on Exhibit C.

"Common Use Space" shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Airlines together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Space in the Terminal Building are described in Exhibit "C".

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdrooms, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit C.

"Airport" shall mean the Augusta Regional Airport at Bush Field, as shown in Exhibit A, as it now exists or as it may change from time to time.

"Airport Cost Centers" shall mean the cost centers as shown in Exhibit B, as the same may change from time to time. Such cost centers shall be used for purposes of accounting for Airport Revenue and Expense and for calculating and adjusting certain Rentals and Fees set forth in this Agreement.

"Airport Expense" shall mean all costs and expenses incidental to, necessary for, or arising out of the operation of the Airport, including but not limited to direct and allocated indirect Operation and Maintenance Expenses; Annual Debt Service; Other Indebtedness; Coverage; required reserve account funding and replenishment; and the cost of defending, settling, or satisfying any litigation or threatened litigation that relates to the Airport, or any aspect thereof

"Airport Revenue" shall mean all revenues, rentals, charges, Airline landing fees, user charges, and concession revenues received by or on behalf of the Aviation Commission in connection with the operation of the Airport or any part thereof, excluding all gifts, grants, reimbursements, restricted funds (including Passenger Facility Charge proceeds or payments received from governmental units, or public agencies, or any other source). Airport Revenue shall not include any revenue or income from (1) any Special Purpose Facility to the extent such revenue or income is either (a) pledged to pay principal, interest, or other charges for bonds or other obligations issued in anticipation thereof; or (b) for use by the Aviation Commission to reimburse costs incurred by it in the construction or provision of Special Purpose Facilities, or (2) any income earned on the investment of restricted funds. However, ground rentals for Special Purpose Facilities shall be considered Airport Revenue.

"Airport Security Services" shall mean securities-related services and activities carried out by the LEOs pursuant to 49 C.F.R. Part 1542.

"Airport Security Services Fee" shall mean the payment required of each Airline each month, for the use of the Airport Security Services calculated in accordance with Section 5.06 and 6.09.

"Airport Security Services Fee Rate" shall mean the rate per Enplaned Passenger to calculate the Airport Security Services Fee

"Annual Budget" shall mean the Airport capital and operating budget prepared by the Executive Director and adopted by the Aviation Commission each Fiscal Year.

"Annual Debt Service" or "Annual Debt Service Requirement" means the Debt Service Requirement in each year that the Bonds are outstanding.

"Apron Area" shall mean the paved aircraft ramp area adjacent to the Terminal Building that provides for the parking, loading, unloading, and servicing of aircraft.

"Apron Area Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.06, subsection A.

"Aviation Services" shall mean the aircraft fueling activities and facilities and equipment dedicated to accommodating general aviation activity (i.e., public hangars, general aviation tie-downs, general aviation apron, and general aviation terminal) together with the facilities and equipment dedicated to aircraft fueling activities.

"Bonds" means any revenue bonds authorized by and authenticated and delivered pursuant to the Bond Resolution including the Series 2015 Bonds.

"Bond Resolution" shall mean the Master Bond Resolution for the Series 2015 Bonds adopted by the Aviation Commission on September 1, 2015 and the Augusta Richmond County Commission on September 1, 2015 as it may from time to time be modified, supplemented, or amended by Supplemental Resolutions (as defined in the Master Bond Resolution).

"Capital Improvement" shall mean any single item having a cost or estimated to have a total cost in excess of Fifty Thousand Dollars (\$50,000) and a useful life in excess of three (3) years, acquired, purchased, or constructed to improve, maintain, or develop the Airport. Said term shall include any expense for development studies, analyses, master planning efforts (including periodic reviews thereof), and economic or operational studies conducted on behalf of the Airport.

"Certified Maximum Gross Landing Weight or CMGLW" shall mean the maximum weight, in thousand (1,000) pounds units, that each aircraft operated by an Aircraft Operator is authorized by the Federal Aviation Administration to land at the Airport.

"Common Use Formula" shall mean the formula used to allocate the Common Use Requirement for a given Fiscal Year among the Aircraft Operators such that 100% of such Common Use Requirement is allocated among all Aircraft Operators in the proportion that each Aircraft Operator's

Enplaned Passengers at the Airport during the previous month bears to the Enplaned Passengers of all Aircraft Operators at the Airport during such month.

"Common Use Space" shall mean the baggage claim area, security check point area and any other areas in the Terminal Building used in common by Aircraft Operators together with all facilities, improvements and equipment which have been or may hereafter be provided for use in connection with such premises. The Common Use Spaces in the Terminal Building are described in Exhibit "C".

"Common Use Requirement" shall mean the Rentals and Fees which are not otherwise collected pursuant to the Joint Use Formula necessary to support the annual operations and maintenance of Terminal Building and any other areas commonly used by Aircraft Operators.

"Competitive Credit" shall mean an amount provided, at the discretion of Airport Executive Director, to the Signatory Airlines in the form of a credit which is used to determine annual rate charges.

"Contract Security" shall mean a contract bond, irrevocable letter of credit or other security acceptable to Aviation Commission in an amount equal to three (3) months' rentals and landing fees payable by an Aircraft Operator under Section 1-3-8.4 of Augusta Ordinance.

"Coverage" shall mean for any series of Bonds, the percentage of Annual Debt Service that the Aviation Commission covenants to generate from net revenues, over and above the Annual Debt Service for such series of Bonds, pursuant to the Bond resolution. Said term shall also mean the dollar amount computed by multiplying said percentage by the Annual Debt Service for such series of Bonds.

"Debt Service Requirement" shall have the meaning set forth in the Bond Resolution.

"Deplaned Passengers" shall mean all passengers deplaned by an Aircraft Operator on aircraft operated at the Airport.

"Enplaned Passengers" shall mean all passengers enplaned by an Aircraft Operator on aircraft operated at the Airport. Without limiting the generality of the foregoing, Enplaned Passengers shall also include persons for whom the Aircraft Operator has provided the particular air transportation on a substantially complimentary basis such as employees of an airline, family members of such employees, persons traveling on "buddy passes," employees of other airlines, and those passengers redeeming "frequent flyer" awards and travel vouchers.

"Exclusive Use Space" shall mean those premises in the Terminal Building leased exclusively to Airline. The Exclusive Use Space is primarily used for ticket counter, office area and baggage makeup functions as described on Exhibit "C".

"Executive Director" shall mean the person designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement. Said term shall also include any person expressly designated by the Aviation Commission to exercise functions with respect to the rights and obligations of the Aviation Commission under this Agreement.

"FAA" shall mean the Federal Aviation Administration of the U.S. Government or any federal agencies succeeding to its jurisdiction.

"Fiscal Year" shall mean the twelve (12) month period beginning January 1 of any year and ending following December 31 of that year or any other period specified by federal or State law.

"Gates" shall mean Aircraft Parking Positions at the Terminal Building together with hold room areas and loading bridges and shall include preferential use of the podium and associated facilities for the Gate.

"Hazardous Material" shall mean and include those elements or compounds which are defined by any applicable federal, state or local statute, law, ordinance, code, rule, regulations, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material as now or at any time hereunder in effect.

"Joint Use Formula" shall mean the formula used to allocate the rental or cost of space among those airlines using or having the right to use such Joint Use Space on the basis of the proportion of each airline's Enplaned Passengers to the total number of Enplaned Passengers of all such airlines using said space at the Airport. In the application of the Joint Use Formula, Airline's Affiliates Enplaned Passengers will be counted as Enplaned Passengers of Airline.

"Joint Use Space" shall mean those premises that are used by airlines, including Airline, for their joint use (principally the BSO's but could include gates/passenger boarding bridges in the Terminal Building).

"Landing Fee(s)" shall mean the payment required of each Airline each month, for the use of the Airfield determine based on the Landing Fee Rate.

"Landing Fee Rate" shall mean the rate multiplied by each 1,000 pounds of CMGLW or fraction thereof to calculate Landing Fees.

"Law Enforcement Officer (LEO)" shall mean law enforcement officers assigned of the Richmond County Marshal's Office assigned to the Airport.

"Loading Bridge Use Fee" shall be payment required of each Airline each month for the use of the Loading Bridges calculated in accordance with Sections 5.03 and 6.05.

"Loading Bridge Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.05, subsection A.

"Loading Bridges" shall mean the loading bridges owned and maintained by Aviation Commission serving aircraft parked at the Aircraft Parking Positions at the Terminal Building or as they may be modified, changed, or relocated from time to time.

"Majority in Interest of Airlines" or "MII" shall mean, in the Airfield Area, at least fifty-one percent (51%) of the Signatory Airlines, which, together, have landed at least 51% of the total Maximum Gross Certificated Landing Weight by all Signatory Airlines at the Airport during the most recent six (6) month period. In the Terminal Building, MII shall mean at least 51% of the

Signatory Airlines, which, together, have paid 51% of the total Terminal Rentals paid by all Signatory Airlines at the Airport during the most recent six (6) month period. Solely for determining MII, no Air Transportation company shall be deemed to be a Signatory Airline so long as any event of default with respect to such Air Transportation company has occurred and is continuing or such Air Transportation company operates less than one (1) average daily flight. MII shall only apply to the Airfield Area and Terminal Building and only as it relates to the placement of new debt for purposes of Capital Improvements, refinancing or acquisition for those Capital Improvements requiring MII consideration. For purposes of MII votes, Signatory Airlines that have executed Scheduled Airline Operating Agreement and Terminal Building Leases substantially the same as this Agreement will be the only airlines permitted to vote.

"Non-Movement Area" shall mean those areas such as taxiways, aprons, and other areas not under the control of the air traffic control tower.

"Operation and Maintenance Expenses" shall mean the Aviation Commission's current annual expenses of maintaining, operating, repairing, and administering the Airport, including taxes and assessments, if any, as set forth in the current Annual Budget of the Aviation Commission.

"Other Indebtedness" shall mean any subordinate security or debt incurred by the Aviation Commission for Airport purposes that is outstanding and not authenticated and delivered under and pursuant to a Bond Resolution.

"Passenger Assistance Liaison (PAL)" shall mean the Airport's full-time and part-time customer service personnel who provide assistance to passengers to enhance passenger experience.

"Passenger Assistance Services" shall mean luggage assistance, wheelchair assistance, and other needed assistance to passengers provided by PALs.

"Passenger Assistance Services Fee" shall mean the payment required of each Airline each month, for the use of the Passenger Assistance Services calculated in accordance with Section 5.07 and 6.10.

"Passenger Assistance Services Fee Rate" shall mean the rate per Enplaned Passenger to calculate the Passenger Assistance Services Fee.

"Personal Property" shall mean the trade fixtures, equipment, conveyors, inventory, furniture, or supplies owned or leased by Airline (from a party other than the Aviation Commission) and installed Augusta Regional Airport 10

or used at the Airport in the conduct of Airline's Air Transportation business that are removable from Airline's Leased Premises without substantial or permanent injury or damage to Airline's Leased Premises.

"Preferential Use Space" shall mean those premises from time to time leased to an airline, including Airline, for its preferential and nonexclusive use and shall include passenger holdroom, Aircraft Parking Positions, and Loading Bridges. The Preferential Use Space in the Terminal Building are described in Exhibit "C".

"Public Areas" shall mean those areas of the Terminal Building not leased to any person, company, or corporation that are open to the general public.

"Rental Rate" shall mean the annual charge per square foot for the space leased to the Aircraft Operators.

"Rentable Space" shall mean the airline, concession, Transportation Security Administration (TSA) passenger processing, TSA office and vacant spaces, and administrative square footage in the Terminal Building.

"Rules and Regulations" shall mean those Rules, Regulations, and ordinances promulgated by the Aviation Commission or operating directives issued by the Executive Director, as the same may be amended, modified, or supplemented from time to time to the extent that such rules, regulations, and ordinances are not in conflict with the purposes or terms of this Agreement.

"Series 2015 Bonds" means collectively the Airport General Revenue Refunding Bonds, Series 2015A and Series 2015B, in an original aggregate principal amount of \$10,525,000, issued pursuant to the Bond Resolution.

"Signatory Airline" shall mean an Aircraft Operator that is a party to an Airline Operating Agreement and Terminal Building Lease with Augusta Aviation Commission.

"Special Purpose Facility" shall mean any specific improvement undertaken by the Aviation Commission for the benefit of one or more airlines or other Airport tenants under the terms of a separate agreement that provides for, among other things (1) the payment of rentals or fees for the use or occupancy thereof in sufficient amounts to permit the financing of such improvement and payment of all costs thereof solely from such rentals or fees, and (2) the payments of the operation and maintenance cost of such improvement by the tenant or tenants thereof.

"Sponsor Grant Assurances" shall mean those terms and conditions contained in FAA Airport Improvement Program Grants to which the Airport agrees to as part of the warranties, assurances, covenants and other obligations contained in the grant.

"Terminal Area" shall mean the access roads and parking areas serving the Terminal Building.

"Terminal Building" shall mean the Airport's passenger terminal building serving the traveling public.

"Terminal Building Rental" shall mean the aggregate of monthly payments required of each Airline each month to occupy specific premises in the Terminal Building calculated in accordance with Sections 5.02 and 6.04.

"Terminal Building Rental Rate" shall mean the annual charge per square foot for the space leased to the Airlines.

"Terminal Building Requirement" shall be the sum of the amounts set forth in paragraphs 1-5 of Section 6.04, subsection A.

"Total Landed Weight" shall mean the sum of the Maximum Gross Certificated Landing Weight for all of Airline's Aircraft Arrivals over a stated period of time. Said sum shall be rounded up to the nearest one thousand (1,000) pound unit for all landing fee computations.

"TSA" shall mean the Office of Homeland Security and Transportation Security Administration, or their authorized successor(s).

"TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP)" shall mean the reimbursement agreement program that provides partial reimbursement to offset the cost of carrying out aviation law enforcement responsibilities to ensure the safety of passengers and to counter risks to transportation security.

Section 1.02 Cross-References

All references in the text of this Agreement to articles, sections, and exhibits pertain to articles, sections and exhibits in this Agreement, unless otherwise specified.

Section 1.03 Construction of Certain Words

Words used in this Agreement may be construed as follows:

"Number" - Words used in the singular include the plural, and words used in the plural include the singular.

"Tense" - Words used in the present tense include the future.

ARTICLE 2 - USE OF AIRPORT AND FACILITIES

Section 2.01 Permitted Uses

- A. Subject to the terms and provisions hereof and the Rules and Regulations, Airline shall be entitled to the use, in common with others, the Airport, as shown on Exhibit A, and its appurtenances (together with all facilities, equipment, improvements, and services that have been or may hereafter be provided at or in connection with the Airport for common use) for the sole purpose of its conduct of Air Transportation. Said use, without limiting the generality hereof, shall include:
 - 1. The operation of an Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail, including all reasonably related activities.
 - 2. The landing, taking off, flying over, taxiing, towing, and conditioning of Airline's aircraft and, in areas designated by the Executive Director, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of Airline's aircraft and support equipment, subject to restrictions hereinafter described and to the availability of space, and subject to such reasonable charges and regulations as the Aviation Commission may

13

establish; provided, however, that Airline shall not permit the use of the Airfield Area by any aircraft operated or controlled by Airline that exceeds the design strength or capability of the Airfield Area as described in the then-current FAA-approved Airport Layout Plan (ALP) for the Airport or other engineering evaluations performed subsequent to the then-current ALP, including the then-current Airport Certification Manual.

- 3. The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by the Executive Director at the Apron Area or such other locations as may be designated by the Executive Director.
- 4. The sale of Air Transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, and express services, and reasonable and customary airline activities.
- 5. The training of personnel in the employ of Airline and the testing of aircraft and other equipment being used at the Airport in the operation of Airline's Air Transportation business; provided, however, that said training and testing shall be directly related, but incidental to the use of the Airport in the operation by Airline of its Air Transportation business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others entitled to the use of same. The Aviation Commission reserves the right to restrict or prohibit such training and testing operations that it deems to interfere with use of the Airport, including excessive noise as reasonably determined by the Aviation Commission.
- 6. The sale, lease, transfer, disposal, or exchange of Airline's engines, accessories, and other equipment or supplies; provided that such right shall not be construed to (a) permit Airline to accumulate or store used equipment at the Airport, or (b) authorize the conduct of a separate commercial business by Airline, but shall permit Airline to perform such functions only as an incident to its conduct of its Air Transportation business at the Airport.
- 7. The installation and operation (at Airline's sole expense) of identifying signs locating Airline's facilities. Such signs shall be consistent with the Aviation Commission's graphic and sign standards, subject to the prior written approval of the Executive Director, not to be unreasonably withheld, and in compliance with all local laws and ordinances.

- 8. The installation, operation, and maintenance, at no cost to the Aviation Commission, of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment, and facilities in Airline's Exclusive Use Space and Preferential Use Space as may be necessary or convenient for the operation of its Air Transportation business; provided, however, that, except for equipment and facilities already in place, such installations shall be subject to the prior written approval of the Executive Director, not to be unreasonably withheld. Prior to any written approval, Airline shall provide the Executive Director with all necessary supporting documentation related to such installations.
- 9. The customary servicing and line maintenance of Airline's aircraft at assigned aircraft parking positions in preparation for loading and taking off or following landing or unloading. Airline shall perform maintenance of aircraft, vehicles, or equipment at places designated by the Executive Director.
- 10. The installation of equipment necessary to operate Airline's Air Transportation business. The manner and location of such installations shall be subject to prior approval by the Executive Director.
- 11. The purchase of personal property or services, including lubricants, food, beverage, and other passenger supplies, and any other materials and supplies used by Airline from any person or company of Airline's choice, and the making of agreements with any person or company of Airline's choosing for services to be performed for Airline that are incidental to the operation of Airline's Air Transportation business.
- 12. Subject to 30 Fed. Reg. 13661 regarding Exclusive Rights, the Aviation Commission has reserved unto itself the exclusive right to provide the storage, sale and dispensing of all oil and aviation gasoline, kerosene, jet fuel or any other fuels now available, or that may become available, on or about the Airport and provides such service through its Fixed Base Operator. Airline shall not transfer fuel into an aircraft not owned by or leased exclusively to Airline or its Affiliate, nor shall Airline sell fuel at the Airport to any other Airport user or airline.

- 13. Airline may not provide baggage-handling services for any other airline (except its Affiliate) or aircraft which is not owned or leased by Airline or a parent, subsidiary or Affiliate of the Airline.
- 14. Any and all rights and privileges not granted to Airline under this Agreement are hereby reserved for and to the Aviation Commission. The rights granted in this Section 2.01 shall not be construed as permitting any other person or corporation to conduct any business on the Airport (including the space leased to Airline) except after first securing from the Aviation Commission a license to conduct such business and by the payment of applicable Rentals and Fees.

Section 2.02 Limitations on Use by Airline

- A. In connection with the exercise of its rights under this Agreement, Airline shall not:
 - 1. Do or permit its agents, employees, directors, or officers to do anything at or about the Airport that may interfere with the effectiveness or accessibility of the drainage and sewage system, electrical system, air conditioning system, fire protection system, sprinkler system, alarm system, and fire hydrants and hoses, if any, installed or located on or within the premises of the Airport.
 - 2. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will invalidate or conflict with any fire or other casualty insurance policies covering the Airport or any part thereof.
 - 3. Dispose of any waste material or products (whether liquid or solid) taken from or used with respect to its aircraft into the sanitary or storm sewers at the Airport unless such waste material or products are disposed of in full and complete compliance with all federal (including the U.S. Environmental Protection Agency), State, and County laws for disposal of such waste material and products.
 - 4. Keep or store, at any time, flammable or combustible liquids except in storage facilities especially constructed for such purposes in accordance with federal, State, and County laws, including the Uniform Fire Code and the Uniform Building Code. For

purposes of this Agreement, flammable or combustible liquids shall have the same definitions as set forth in the most recent Uniform Fire Code.

- 5. Do or permit its agents, employees, directors, or officers to do any act or thing upon the Airport that will be in conflict with FAR Part 139 or jeopardize the Airport's operating certificate.
- 6. Do or permit its agents, employees, directors, or officers to do any act or thing in conflict with the Airport's TSA-approved security plan.
- 7. Install or permit its agents to install new or replacement cabling or conduit, or reconfigure Airline's Leased Premises without first having obtained the Executive Director's approval in accordance with Section 9.01 hereof.

ARTICLE 3 - LEASED PREMISES

Section 3.01 Use of Terminal Building

Airline shall be entitled to Exclusive, Preferential, Common and Joint Use of the portions of the Terminal Building designated in Exhibit C. The Leased Premises shall be used solely for the following purposes:

A. Exclusive Use Space

- 1. As to the portion thereof designated "Ticket counter/Queuing" in Exhibit C:
 - a. For reserving space and selling tickets for Air Transportation of passengers and the processing of small package delivery by Airline.
 - b. For furnishing information to such passengers and the general public.
 - c. For checking baggage of Airline's enplaning passengers.
 - d. For handling lost and found articles.
- 2. As to the portion thereof designated "office area (ATO)" in Exhibit C:
 - a. For administrative, customer service, and other office purposes in connection with Airline's business.
 - b. For passenger and customer relations.
 - c. For handling lost and found articles.

- 3. As to the portion thereof designated "baggage makeup space" and "secure storage cages" in Exhibit C:
 - a. For assembling, handling, and dispatching enplaning passenger baggage.
 - b. For storing materials permitted to be stored in the building under general rules prescribed by the Aviation Commission for safety, sanitation, or good order.
 - c. For Airline operations office.
 - d. For a baggage hold area.
 - e. For storage of equipment and catering supplies.
 - f. For crew space and weather, dispatch, and communications functions.
 - g. For handling lost and found articles.
 - h. For storage of unclaimed baggage, if so desired.

B. Preferential Use Space

- 1. As to the portion thereof designated "hold room" in Exhibit C:
 - a. For selling, issuing, and collecting passenger tickets and for issuing seat assignments.
 - b. For a waiting area for passengers boarding an aircraft.
 - c. For checking passengers and the "last minute" check-in of baggage.
 - d. For furnishing information to passengers and the general public.
 - e. For installing and displaying Airline corporate identification on the check-in podium and background screen.
 - f. For any other applicable proprietary Airline technology.

C. Joint Use Space.

As to the portion thereof designated "BSO's" in Exhibit C, it may be used for:

- a. Delivering and displaying inbound passenger baggage.
- b. For an access and waiting area for passengers to claim their baggage.
- c. For temporary storage of, and processing claims for, mishandled, damaged, or misplaced baggage.

D. Common Use Space

As to the portion thereof designated "Joint Use Areas" in Exhibit C, it may be used for:

a. Security checkpoint.

- b. Connector circulation.
- c. Baggage Claim.

ARTICLE 4 - TERM

Section 4.01 Term

The term of this Agreement shall commence upon execution by the Parties and shall be for three (3) years, with one (1) two-year option to automatically renew, unless sooner terminated in accordance with Article 13. The Airline and the Aviation Commission hereby agree to begin the re-negotiation of this Agreement at least six (6) months prior to its expiration.

Section 4.02 Holding Over

In the event Airline uses its Airline Leased Premises without the written consent of the Executive Director after this Agreement has been terminated or expires, Airline shall be deemed a tenant at sufferance during the period of such use and shall pay the reasonable and nondiscriminatory rate for rentals, fees, and charges established by the Aviation Commission.

ARTICLE 5 – RENTALS AND FEES

Section 5.01 Airline Payments

Airline agrees to pay the Aviation Commission, without deduction or setoff, all applicable rentals, additional rentals, charges, and fees (hereinafter referred to collectively as "Rentals and Fees") during the term of this Agreement for its use of the Exclusive Use Space, Joint Use Space, Preferential Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airfield Area, and facilities, and for its rights, licenses, and privileges granted hereunder.

Section 5.02 Terminal Building Rentals

A. Airline shall pay to the Aviation Commission, for its use of Terminal Building Exclusive Use Space and Preferential Use Space, monthly amounts determined by multiplying the total square footage of Airline's Terminal Building Exclusive Use Space and Preferential Use Space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04 and dividing by twelve (12).

- B. Airline shall pay to the Aviation Commission, for the shared use of Joint Use Space, monthly amounts determined by:
 - 1. For space designated for joint use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.04, dividing the amount obtained by twelve (12), and then applying the Joint Use Formula, and
 - 2. For the purposes of applying the Joint Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.
- C. Airline shall pay to the Aviation Commission, for the shared use of Common Use Space, monthly amounts determined by:
 - 1. For space designated for common use, multiplying the total square footage of such space by the annual Terminal Building Rental Rate calculated in accordance with Section 6.0x, dividing the amount obtained by twelve (12), and then applying the Common Use Formula, and
 - 2. For the purposes of applying the Common Use Formula, the Aviation Commission will use statistics for the third (3rd) preceding month. If Airline fails to supply the passenger activity information, then one hundred and twenty-five percent (125%) of the most recent monthly-enplaned passenger data available for Airline shall be used for that billing. Correction based upon actual activity will occur on receipt of the statistical report Airline previously failed to supply or at the year-end adjustment, whichever is more convenient for the Aviation Commission.

Section 5.03 Loading Bridge Use Fee

Airline shall pay to the Aviation Commission, for its use of Loading Bridges, monthly fees determined by multiplying the number of Loading Bridges assigned to Airline by the annual Loading Bridge Use Fee rate calculated in accordance with Section 6.05 and dividing by twelve (12). In the event of multiple users the monthly fees will be prorated per use by Airline.

Section 5.04 Aircraft Parking Position Rentals

Airline shall pay to the Aviation Commission, for its use of Aircraft Parking Positions, monthly rentals determined by multiplying the number of Airline's Aircraft Parking Positions at the Terminal Building by the annual Aircraft Parking Position Fee calculated in accordance with Section 6.06 and dividing by twelve (12). In the event of multiple users, the monthly fees will be prorated per use by Airline.

Section 5.05 Landing Fee

- A. Rentals and Fees for the use of the Airfield, and for rights, licenses, and privileges granted to Airline under Articles 2 and 3 hereunder, except as provided elsewhere herein, shall be combined in and represented by a monthly landing fee (hereinafter referred to as the "Landing Fee"), which shall be determined by multiplying Airline's Total Landed Weight for the month by the annual Landing Fee Rate per thousand (1,000) pound unit of landed weight calculated in accordance with Section 6.07.
- B. Airline shall furnish to the Aviation Commission, on or before the tenth (10th) day of each month, an accurate verified report in the format shown on Exhibit F containing Airline activity information for the previous month including the following:
 - 1. Airline's total number of Aircraft Arrivals, by type of aircraft and Maximum Gross Certificated Landing Weight of each type of aircraft as shown on Exhibit F.
 - 2. The number of Enplaned Passengers and the number of Deplaned Passengers, including all through and non-revenue passengers.

Section 5.06 Airport Security Services Fee

Airline shall pay to the Aviation Commission for the airport security services provided by Law Enforcement Officers (LEOs), monthly fee determined by multiplying each airline's Enplaned Passengers by the annual Security Reimbursement Rate calculated in accordance with Section 6.xx

Section 5.07 Passenger Assistance Services Fee

Airline shall pay to the Aviation Commission for luggage assistance, wheelchair assistance, and other needed assistance provided by Passenger Assistance Liaisons (PALs), monthly fee

determined by multiplying each airline's Enplaned Passengers by the annual Passenger Assistance Reimbursement Rate calculated in accordance with Section 6.09

Section 5.08 Time and Place of Payments

A. Rentals for Exclusive Use Space, Preferential Use Space, Joint Use Space, Common Use Space, Loading Bridges, Aircraft Parking Positions, Airport Security Services Fee, and Passenger Assistance Services Fee shall be invoiced on a monthly basis.

B. Landing weights information is due to the Airport no later than the 10th business day of each month, for the preceding calendar month of operations and shall be subject to adjustment as provided in Article 6. Once landing information is received, applicable Landing Fees will also be billed via invoice.

C. Payments to the Aviation Commission may be made by wire transfer to the following account:

ACH Deposit

Financial Institution: Regions Bank Address: Birmingham, AL Routing Number: 061101375 Account Number: 0195572031

Airport Revenue Fund Account

Wire Deposit

Financial Institution: Regions Bank Address: Birmingham, AL Routing Number: 062005690

Account Number: 0195572031

Airport Revenue Fund Account

If the above wire transfer account information changes, the Aviation Commission will give Airline advance written notice. Aviation Commission agrees to provide Airline as much notice as is practical under the circumstances.

If Airline elects not to make payments by wire transfer, payments to the Aviation Commission shall be made at the Office of the Executive Director as set forth below or at such other place as may hereafter be designated by the Aviation Commission.

Augusta Regional Airport

Executive Director Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30906

Section 5.09 Passenger Facility Charge

Nothing in this Agreement shall limit the Aviation Commission's right to impose on Airline's passengers a Passenger Facility Charge ("PFC") authorized under Section 1113(e) of the Federal Aviation Act of 1958, as amended by Section 9110 of the Omnibus Budget Reconciliation Act of 1990 (Pub. L. 101-508, 49 U.S.C. App Paragraph 1513) and the rules and regulations promulgated there under (14 CFR Part 158), as may be amended from time to time ("PFC Regulations"). Airline agrees to cooperate with the Aviation Commission in the collection of such charge and to collect and remit such charges, less the allowable collection fee and any amounts paid by ticket purchasers that are subject to reimbursement, to the Aviation Commission as provided in the PFC Regulations. The Aviation Commission shall apply any such PFC revenues to improvement of the Airport or to the retirement of Airport debt as required by the PFC Regulations.

Section 5.10 Airline Records

- A. Airline shall keep and maintain a complete and adequate set of records concerning its landed weights for a period equal to the FAA mandated time of such activity. If such records are maintained at a location other than Airline's Leased Premises, such records shall be retrievable within ten (10) business days.
- B. Each party hereto, at its expense and on reasonable notice, shall have the right from time to time to audit and inspect the records of the other party relating to the performance of this Agreement, provided that such inspection is made during regular business hours.

Section 5.11 Interest on Past Due Accounts

Rents and fees not received within fifteen (15) business days after the due date are past due. All unpaid past due sums owed the Aviation Commission shall accrue interest at the maximum interest rate then allowable by applicable law; provided, however, that if no maximum interest rate is then provided by applicable law, the interest rate shall be twelve (12) percent per annum. No interest shall be charged on any past due account until Airline has been contacted via written notification and given an opportunity to cure and payment is thirty (30) days past due, but such interest when Augusta Regional Airport 23

assessed thereafter shall be computed from the due date. Such interest shall not accrue with respect to disputed items being contested in good faith by Airline.

Section 5.12 Security

- A. Should Airline fail to pay Rentals and Fees when they are due three times within any twelve (12) month period, unless otherwise agreed upon, in writing, between the Airport and the airline carriers (e.g. COVID), Airline agrees to provide the Aviation Commission, within thirty (30) days of written notice from the Aviation Commission, a contract bond, irrevocable letter of credit, or other similar security acceptable to the Aviation Commission ("Contract Security") in an amount equal to the estimate of three (3) months' Rentals and Fees payable by Airline pursuant to this Article 5, to guarantee the faithful performance by Airline of its obligations under this Agreement and the payment of all Rentals and Fees due hereunder. Airline shall be obligated to maintain such Contract Security throughout the remaining term of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous twelve (12) month period. Such Contract Security shall be in a form and with a company chosen by Airline and reasonably acceptable to the Aviation Commission and licensed to do business in the State of Georgia. In the event that any such Contract Security shall be for a period less than the full period required by this Paragraph 5.11(A) or if Contract Security shall be cancelled, Airline shall provide a renewal or replacement Contract Security for the remaining required period.
- B. In the event the Aviation Commission is required to draw down or collect against Airline's Contract Security for any reason, Airline shall, within fifteen (15) business days after the Aviation Commission's written demand, take such action as may be necessary to replenish the existing Contract Security to its original amount (three [3] months' estimated Rentals and Fees) or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to three (3) months' estimated Rentals and Fees payable by Airline.
- C. Upon Airline's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and the Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, the Aviation Commission, by written notice to Airline given at any time within ninety (90) days of the date such event becomes known to the Aviation Commission, may impose or re-impose the requirements of Paragraph 5.11(A) on Airline. In such event, Airline shall provide the Aviation Commission with the required Contract Security within fifteen (15) days Augusta Regional Airport

from its receipt of such written notice and shall thereafter maintain such Contract Security in effect until the expiration or termination of this Agreement, unless Airline pays Rentals and Fees in full and on time for a continuous 12-month period.

- D. If after notification by the Aviation Commission and the expiration of the 15-day period, should the Airline fail to obtain or keep in force such Contract Security required hereunder, such failure shall be grounds for immediate termination of this Agreement. The Aviation Commission's rights under this Section 5.11 shall be in addition to all other rights and remedies provided to the Aviation Commission under this Agreement.
- E. Airline and the Aviation Commission agree that this Agreement constitutes an 'unexpired lease' for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, and subject to the terms and conditions of assumption or rejection, as provided in said Section 365. Furthermore, Airline and the Aviation Commission agree that if Airline provides Contract Security in the form of a contract bond or irrevocable letter of credit, such Contract Security provided by Airline is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third (3rd) party providing it (subject to the Aviation Commission's ability to draw against the Contract Security) and that all PFCs, less the allowable collection fees and any amounts paid by ticket purchasers that are subject to reimbursement, collected by Airline with respect to Enplaned Passengers at the Airport are property of the Aviation Commission.

Section 5.13 No Further Fees and Charges

Following the effective date of this Agreement, except as provided elsewhere herein, upon the payment of the Rentals and Fees described herein, no additional charges shall be levied against Airline for the use of the Airport and the occupancy of facilities as described in Article 3, except as provided by separate agreement between the parties.

ARTICLE 6 - RECALCULATION OF RENTALS AND FEES

Section 6.01 Effective Date of Recalculations

Rentals and Fees as set forth in Article 5 shall be adjusted annually during the term of this Agreement as hereinafter set forth in this Article 6. Said adjustments to Rentals and Fees pursuant to this Article 6 shall apply without the necessity of formal amendment to this Agreement. Airlines

shall be provided an opportunity to review the proposed Annual Budget thirty (30) to forty-five (45) days prior to approval by the Aviation Commission. A statement showing the recalculation of the new rates for Rentals and Fees, in accordance with the rates and charges methodology provided for in this Agreement prepared in the same format as shown in Exhibit D, shall be prepared and transmitted to Airline by the Executive Director within thirty (30) days after approval of the Annual Budget by the Aviation Commission and adoption by the Augusta Board of Commissioners. Said statement shall then be deemed part of this Agreement and effective on the first (1st) day of each Fiscal Year to which such Rentals and Fees apply.

Section 6.02 Records of Airport Cost Centers

- A. The Aviation Commission shall maintain accounting records documenting the following items for each Airport Cost Center: (1) Airport Revenue, (2) Airport Expense, and (3) other expenses of the Aviation Commission.
- B. The Aviation Commission shall further maintain records evidencing the allocation of capital funds obtained from the proceeds of the sale of Bonds or other capital fund sources to each Airport Cost Center. Included in the allocation to each Airport Cost Center shall be that cost center's proportionate share of Bond issuance expense, capitalized interest, and funding of special funds determined in accordance with allocation of costs funded through bond proceeds or other capital sources.

Section 6.03 Aviation Commission Reports

- A. On or before August 1 of each Fiscal Year, the Executive Director shall provide Airline with a budget calendar establishing dates for the Signatory Airlines to review the Annual Budget.
- B. On or before May 1 of each Fiscal Year, the Executive Director shall send Airline notification to submit forecast of Maximum Gross Certificated Landing Weight. On or before June 1 of each Fiscal Year, Airline shall submit to the Executive Director, in writing, a forecast of its Maximum Gross Certificated Landing Weight for the succeeding Fiscal Year. If such forecast is not submitted by Airline, the Aviation Commission will develop its own forecast of Maximum Gross Certificated Landing Weight for Airline for the succeeding Fiscal Year.
- C. If an Annual Budget is not adopted by the Aviation Commission before any such Fiscal Year, the Rentals and Fees in effect during the preceding Fiscal Year shall remain in effect until (1) a new Augusta Regional Airport 26

Annual Budget has been adopted by the Aviation Commission, and (2) the Aviation Commission has calculated the Rentals and Fees in accordance therewith. The recalculated Rentals and Fees shall then be in effect retroactive (without penalties or interest if paid by the due date on invoice issued to Airline) to the beginning of such Fiscal Year. If the recalculated Rentals and Fees exceed 10% of the previous Fiscal Year, the invoiced amount for the difference between the preceding Fiscal Year rates and the current Fiscal Year rates will be broken into two equal invoice amounts payable within thirty (30) days of invoice date.

D. Whenever the adjustment calculation involves an estimate, the estimate of the Aviation Commission shall be used, which estimate shall be based on past performance and reasonable and prudent future expectations. Whenever the adjustment calculation involves an estimate included in the Annual Budget, the estimated amount in the Annual Budget shall be used.

Section 6.04 Calculation of Terminal Building Rental

The Terminal Building Rental shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate Terminal Building Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 - 1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement, and amortization of capital improvements allocable to the Terminal Building.
 - 2. Annual Debt Service plus Coverage (Net of available PFC proceeds authorized for the payment of a portion of Terminal Building Debt Service) reasonably allocable to the Terminal Building, as required by the Bond Resolution. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Terminal Building, or such other amount as may be required by the Bond Resolution;
 - 3. The amount of deposits to any funds and accounts required by the Bond Resolution and reasonably allocable to the Terminal Building.

- 4. Any other Airport Expense reasonably allocable to the Terminal Building not included in Paragraphs 1 through 3 above, after discussion with airline partners.
- 5. An amount equal to any deficit or credit estimated for operation of the Terminal Building during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Terminal Building Rental Rate shall be calculated by dividing the Terminal Building Requirement computed above by the amount of Rentable Space square footage in the Terminal Building. Terminal Building Rental Rate shall be multiplied by the total amount of square footage used or occupied by each airline, including Airline, to determine the total Terminal Building Rental payable by each airline.
- C. The space rents for all Joint Use Space shall be prorated among all airlines utilizing the Joint Use Space according to the Joint Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.
- D. The space rents for all Common Use Space shall be prorated among all airlines according to the Common Use Formula and each airline shall pay its pro rata share of such Terminal Building space rents.

Section 6.05 Calculation of Loading Bridge Use Fee

The Loading Bridge Use Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate the Loading Bridge Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 - 1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Loading Bridges.

- 2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Loading Bridges, or such other amount as may be required by the Bond Resolution;
- 3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Loading Bridges;
- 4. Any other Airport Expense reasonably allocable to the Loading Bridges not included in Paragraphs (1) through (3) above; and
- 5. An amount equal to any deficit or credit estimated for operation of the Loading Bridges during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Loading Bridge Use Fee rate per Loading Bridge shall be calculated by dividing the Loading Bridge Requirement calculated in accordance with paragraph (1) to (5) above by the number of Loading Bridges. An Airline's Loading Bridge Use Fee shall be calculated by multiplying the Loading Bridge Use Fee rate per Loading Bridge by the number of Loading Bridges assigned to Airline. In the event of multiple users, the fee will be allocable to all users on a per use basis.

Section 6.06 Calculation of Aircraft Parking Position Rental

The Aircraft Parking Position Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate the Apron Area Requirement for the succeeding Fiscal Year by totaling the following amounts, as set forth in the Annual Budget:
 - 1. The total of the direct and indirect Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Apron Area.

- 2. An amount equal to 1.25 times the pro rata portion of the Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Apron Area, or such other amount as may be required by the Bond Resolution;
- 3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Apron Area;
- 4. Any other Airport Expense reasonably allocable to the Apron Area not included in Paragraphs (1) through (3) above; and
- 5. An amount equal to any deficit or credit estimated for operation of the Apron Area during the then-current Fiscal Year or any adjustment carried over from preceding Fiscal Years to reflect any difference between actual versus estimated expenses.
- B. The Aircraft Parking Position Rental per Aircraft Parking Position shall be calculated by dividing the Apron Area Requirement calculated in accordance with paragraph (1) to (5) above by the number of Aircraft Parking Positions at the Terminal Building. Airline's Aircraft Parking Position Rental shall be calculated by multiplying the total number of Aircraft Parking Positions assigned to and used by Airline times Aircraft Parking Position Rental per Aircraft Parking Position.
- C. Should Airline stop providing Air Transportation at the Airport during any Fiscal Year, the Aircraft Parking Position Rental shall be recalculated for the portion of the Fiscal Year that Airline did conduct regularly scheduled Air Transportation at the Airport. The recalculation will be based on the Apron Area Requirement being calculated without a Competitive Credit. Airline agrees to repay the Aviation Commission the amount of recalculated Aircraft Parking Positions Rental minus any Aircraft Parking Position Rental payments made during that Fiscal Year. Airline agrees to pay this amount to the Aviation Commission within thirty (30) days of receipt of an invoice from the Aviation Commission.

Section 6.07 Calculation of Landing Fee

The Landing Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each Year, the Aviation Commission shall calculate the Airfield Requirement for the succeeding Fiscal Year by totaling the following amounts as set forth in the Annual Budget:
 - 1. The total of the direct and indirect estimated Operation and Maintenance Expenses, including repair and replacement and amortization of capital improvements allocable to the Airfield Area;
 - 2. An amount equal to 1.25 times the pro rata portion of the Airfield Area Annual Debt Service Requirement net of PFC proceeds, if any, authorized to pay debt service allocable to the Airfield Area, or such other amount as may be required by the Bond Resolution;
 - 3. The amount of deposits to any funds and accounts required by the Bond Resolution and allocable to the Airfield Area;
 - 4. Any other Airport Expense allocable to the Airfield Area not included in Paragraphs (1) through (3) above; and
- 5. An amount equal to any deficit or credit estimated for operation of the Airfield Area during the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Airfield Area Requirement for the succeeding Fiscal Year shall be calculated by subtracting from total Airport Expense [the total of (1) to (5) above] a Competitive Credit in an amount determined appropriate by the Aviation Commission each Fiscal Year. The purpose of the Competitive Credit is to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines.
 - 1. The Landing Fee Rate shall be calculated by dividing the Airfield Area Requirement calculated in accordance with paragraph (1) to (5) above by the estimated Total Landed Weight of all Aircraft Arrivals at the Airport for the succeeding Fiscal Year as estimated by the Aviation Commission. The Landing Fee Rate shall be multiplied by Total Landed Weight for each airline, including Airline, to determine the total Landing Fee payable by each airline. The

Landing Fee shall be calculated by multiplying Airline's Total Landed Weight for the month by the Landing Fee Rate then in effect.

Section 6.08 Calculation of Airport Security Services Fee

The Airport Security Services Fee shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with airport security services for the succeeding Fiscal Year, as set forth in the Annual Budget netted by:
 - 1. The TSA Law Enforcement Officer Reimbursement Agreement Program (LEORP); and
 - 2. An amount equal to any deficit or credit estimated for airport security services the then-current Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Airport Security Services Fee rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year. The Airport Security Services Fee shall be calculated by multiplying each airline's Enplaned Passengers for the month by The Airport Security Services Fee rate.

Section 6.09 Calculation of Passenger Assistance Services Fee

The Passenger Assistance Services Fee_shall be established and thereafter adjusted annually in the following manner:

- A. Each year the Aviation Commission shall calculate payroll expense and other direct expenses associated with Passenger Assistance Services for the succeeding Fiscal Year, as set forth in the Annual Budget and netted by:
 - 1. An amount equal to any deficit or credit estimated for airport security services the thencurrent Fiscal Year, or any adjustment carried over from the preceding Fiscal Year, to reflect any difference between actual versus estimated expenses.
- B. The Security Reimbursements rate shall be calculated by dividing the amount accordance with paragraph (1) and (2) above by total projected Enplaned Passengers for the succeeding Fiscal Year.
- C. The Security Reimbursements shall be calculated by multiplying each airline's Enplaned Passengers of the month by The Security Reimbursements rate.

Section 6.10 Competitive Credit

The Competitive Credit may be fully or partially applied to keep the Airline's Airport cost per Enplaned Passenger competitive with other airports similarly situated for air service development purposes. The Aviation Commission may establish differing levels of Competitive Credit for different classes of airlines. The Competitive Credit may be applied to one or more types of Rentals and Fees described in Section 6.04-6.09.

ARTICLE 7 - SUBORDINATION AND APPLICATION OF REVENUES

Section 7.01 Subordination to Bond Resolution

A. This Agreement and all rights of Airline hereunder are expressly subordinated and subject to the lien and provisions of any pledge, transfer, hypothecation, or assignment made (at any time) by the Aviation Commission to secure Bond financing. This Agreement is subject and subordinate to the terms, covenants, and conditions of the Bond Resolution authorizing the issuance of Bonds by Augusta-Richmond County. Augusta-Richmond County may amend or modify the Bond Resolution or make any change thereto that does not adversely affect Airline's rights or obligations under this Agreement. Except for the preceding sentence, conflicts between this Agreement and the Bond Resolution shall be resolved in favor of the Bond Resolution.

B. All definitional terms that are not specifically defined herein are to have the meanings set forth in the Bond Resolution.

ARTICLE 8 - CAPITAL IMPROVEMENTS

Section 8.01 Need for Acquisition (s) Capital Expenditures

The parties hereto recognize that Capital Improvements or acquisitions to preserve, protect, enhance, expand, or otherwise improve the Airport, or part thereof, may be required during the term of this Agreement. Any such Capital Improvement(s) or acquisition(s) paid for, financed, or refinanced with debt which negatively impacts rates and charges will be subject to the provisions of Section 8.02 below.

Section 8.02 Improvements Subject to Signatory Airline Consideration.

- A. The Airport Director shall notify Airline, in writing, of the Aviation Commission's intent to undertake Capital Improvements or make an acquisition with newly issued Bonds. The Airport Director shall provide Airline with the following information associated therewith:
 - 1. A description of the proposed Capital Improvement(s), or acquisition together with cost estimates, scheduling, and any preliminary drawings, if applicable;

- 2. A statement of the need for the proposed acquisition(s) or Capital Improvement(s), along with the planned benefits to be derived from such expenditures;
- 3. The Aviation Commission's preferred means of financing or paying the costs of the proposed acquisition or Capital Improvement(s); and
- 4. The planned allocation of the costs thereof to the Airfield Area or the Terminal Building and the projected effect on Airline Rentals and Fees.
- 5. The planned refinancing of prior improvements or acquisitions where applicable to MII consideration.
- B. Within thirty (30) days after the Airport Director's delivery of said notice, Airline may request in writing, a meeting with the Airport Director for the purpose of discussing the proposed acquisition or Capital Improvement(s). Should such a request be made, the Airport Director shall meet with Signatory Airlines collectively within sixty (60) days of the original notice. The Aviation Commission agrees to consider comments and recommendations of the Signatory Airlines with respect to the proposed acquisition or Capital Improvement(s) to be financed with newly issued Bonds.
- C. Unless Signatory Airlines constituting an MII shall issue written disapprovals for a particular Capital Improvement in the Airfield Area (for those Capital Improvements in the Airfield Area requiring MII consideration) or for a Capital Improvement in the Terminal Building (for those Capital Improvements in the Terminal Building requiring MII consideration) within thirty (30) days of the date of the meeting, the Aviation Commission may proceed with said acquisition or Capital Improvements. The Aviation Commission may also proceed at any time with the acquisition or Capital Improvements not requiring MII consideration, and with any other improvements or developments not defined as a Capital Improvement herein.
- D. In the event of MII disapproval of a proposed acquisition or Capital Improvement subject to MII consideration, the Airport Director shall have the option to convene a second meeting with the Signatory Airlines within forty-five (45) days following the date of disapproval for the purpose of providing additional information relative to the proposed acquisition or Capital Improvement and to

request reconsideration. If, after the second meeting, Signatory Airlines constituting an MII notify the Aviation Commission that they do not concur with said acquisition or Capital Improvement(s), the acquisition or Capital Improvement(s) shall be deferred for two (2) years. In such ensuing timeline, the Aviation Commission may implement such Capital Improvement(s) and include, debt service (including coverage), or loan payments for such Capital Improvement(s) in the Rentals and Fees of the Signatory Airlines. The Aviation Commission may elect to move forward with said acquisition or Capital Improvement(s) through means other than issuing new Airport Revenue Bonds. Disapproval of an acquisition or Capital Improvement may be reversed by an MII at any time.

E. Augusta-Richmond County or its Aviation Commission may issue Bonds, Subordinated Lien Bonds, or Other Indebtedness to finance any acquisition or Capital Improvements permitted by this Article 8. All costs associated with an acquisition or Capital Improvements permitted by this Article 8, including but not limited to Operation and Maintenance Expenses (including appropriate reserves therefore) and capital charges, except as may be limited by this Section, shall be included in the determination of rates for Rentals and Fees in accordance with Exhibit D.

Section 8.03 Grants

The Aviation Commission will exercise its best efforts to obtain maximum Airport development grants-in-aid from federal, State, and local sources.

ARTICLE 9 - OBLIGATIONS OF AIRLINE

Section 9.01 Maintenance and Repair

It is understood and agreed that Airline shall have the following maintenance and repair obligations.

A. Maintenance of Terminal Building

1. Airline shall, at all times, maintain and repair its Exclusive Use Space in the Terminal Building so that it remains in a neat, clean, safe, and orderly condition. Airline will provide custodial maintenance in its Exclusive Use Space. However, the Aviation Commission may, at its sole discretion, provide some maintenance in Airline Exclusive Use Space as part of a Terminal Building general maintenance program.

- 2. Airline shall make no changes of any nature or character in, or additions to, the Terminal Building without the prior written approval of the Executive Director. Airline shall submit to the Executive Director for approval of its plans and specifications for any proposed project and shall comply with any reasonable conditions required by the Aviation Commission. Such additions, alterations, or improvements shall become the property of the Aviation Commission on the completion of construction, subject to the conditions set forth in Section 9.02.
- 3. Airline shall repair at its cost or, at the Aviation Commission's option, reimburse the Aviation Commission for the cost of repairing, replacing, or rebuilding any damages to the Terminal Building or other portions of the Terminal Building caused by the negligent or wrongful acts or omissions of Airline, its officers, employees, or agents and excepting ordinary wear and tear. Any repairs made by Airline shall be subject to inspection and approval by the Executive Director.
- 4. Airline shall be responsible at its cost for the cost of repairing, replacing, or rebuilding any damage to tenant improvements or Personal Property on Airline's Exclusive Use Space where the damages were not caused by acts or omissions of the Aviation Commission or its officers, or employees, contractors, tenants or agents. Any repairs made by Airline to any tenant improvements shall be subject to inspection and approval by the Executive Director. Should Airline fail to perform its material obligations hereunder, the Aviation Commission shall have the right to enter the Airline Leased Premises and perform such activities; provided, however, other than in a case of emergency, the Aviation Commission shall give Airline reasonable advance written notice of its non-compliance, not to exceed ten (10) days, prior to the exercise of this right; and provided, further however, that if the nature of the cure is such that it cannot be reasonably effectuated within ten (10) days, Airline shall have an additional period reasonably necessary to effectuate such cure as long as Airline pursues such cure with due diligence.
- 5. Airline shall not erect, maintain, or display on the Terminal Building any billboards, banners, advertising, promotional signs, or materials without the prior written approval of the Executive Director.

B. Maintenance of Apron Area

- 1. Airline shall remove to the extent reasonably practicable all of the accumulated oil, fuel, and grease caused by Airline's aircraft and ground equipment while operating on the Apron Area (s).
- 2. Airline shall maintain in a neat, clean, and orderly manner the portions of the Apron Area occupied by Airline's apron service equipment. The piling of boxes, cartons, barrels, pallets, debris, or similar items on or about the Airline Leased Premises in areas other than those designated by the Executive Director shall not be permitted.
- 3. Airline shall maintain its Premises in a safe, neat, and attractive condition at all times, and shall pick up and place all trash and debris in sealed bags and shall move such debris to a dumpster until it is disposed of in a manner acceptable to the Executive Director. Airline and Aviation Commission maintenance responsibilities are detailed in the tabular summary shown in Exhibit E.

Section 9.02 Ownership of Improvements

Upon completion or installation of any fixture, addition, or improvement on the Terminal Building, excluding Personal Property, such fixture, addition, or improvement shall immediately become the property of the Aviation Commission, as owner, subject only to the right of Airline to use same as set forth in this Agreement, and shall remain the property of the Aviation Commission thereafter with the sole right, title, and interest thereto.

Section 9.03 Liens

Airline shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by Airline or any of its contractors or subcontractors upon the Terminal Building or arising out of or because of the performance of any work or labor by or for it or them at said premises, reserving the right to contest in court the validity of any such liens. Airline shall have the right to post an appropriate bond to cover its obligations pursuant to this Section 9.03.

If any person or corporation attempts to assert a lien against the Terminal Building for improvements made by Airline, Airline shall hold the Aviation Commission harmless from such claim, including the cost of defense.

Section 9.04 Payment of Taxes

Airline shall pay (but such payment shall not be considered part of Airport Revenue) all lawful taxes, assessments, or charges (including any sales taxes imposed on Rentals and Fees paid by Airline) imposed by entities other than the Aviation Commission that, during the term of this Agreement, may become a lien or be levied on any interest in Airline's Leased Premises or any possessory right that Airline might have in or to said premises or any improvements thereof, by reason of its use or occupation thereof or otherwise, reserving to Airline, however, the right to contest, by administrative proceeding, court or otherwise, the validity or applicability of any such tax, assessment, or charge, as more specifically set forth in Paragraph 9.07(E).

Section 9.05 Vending Machines

Airline shall not install or maintain vending machines, public pay telephones, or other machines operated by coins, tokens, or credit cards in or at Airline's Leased Premises in areas accessible to the public except with the prior written approval of the Executive Director. This Section 9.05 shall not prohibit Airline from the installation, operation and maintenance of self-ticketing or passenger checkin machines, to include telephones, but the location and manner of such installation shall be subject to the prior written approval of the Executive Director.

Section 9.06 Employees of Airline

Airline shall require all of its employees and subcontractors or independent contractors hired by Airline working in view of the public and about the Terminal Building to wear clean and neat attire and to display appropriate identification. Airline employees shall obtain identification badges from the Aviation Commission. Airline will be responsible for paying for the cost of Transportation Security Administration required employee background checks and badging.

Section 9.07 Rules and Regulations

A. Airline shall not use or permit to be used any Airport facilities for any purposes or uses other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.

Augusta Regional Airport

- B. Airline shall comply with and shall require its officers and employees and any other persons over whom it has control to comply with such reasonable and nondiscriminatory Rules and Regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by the Aviation Commission, including, but not limited to, security, health, safety, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by the Aviation Commission. The Executive Director will provide a copy of the initial Rules and Regulations to Airline within thirty (30) days of the date of this Agreement.
- C. Airline's right of access to the Airport shall be subject to security considerations and all federal, State, and local laws or regulations and all Airport rules, regulations, and ordinances now in effect or hereinafter adopted or promulgated.
- D. Airline shall, at all times, comply with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental entity (other than the Aviation Commission) with jurisdiction pertaining to its operations at the Airport now or at any time during the term that this Agreement is in force.
- E. Nothing herein contained shall be construed to prevent Airline from contesting the validity or applicability of any federal, State, or local law, regulation, or ordinance now in effect or hereinafter adopted or promulgated. Airline shall not be deemed to be in default of any requirement of this Agreement so long as such contest is diligently prosecuted in an appropriate forum by Airline or any other party to a similar agreement having interests consistent with those of Airline, or until thirty (30) days following the entry of a final judgment contrary to Airline's position, or the exhaustion of the Airline's appeals. However, should Airline contest the validity or applicability of any tax or fee, the payment of which might constitute a lien on Airport facilities, the Aviation Commission may require the posting of a bond or the placement in escrow of the amount of such tax or fee pending the outcome of such contest in order to avoid the imposition of such lien.

Section 9.08 Removal of Disabled Aircraft

Upon release of Airline's disabled aircraft by proper authorities, Airline shall promptly remove any such disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, Augusta Regional Airport 39

aprons, and gate positions) where it could interfere with day-to-day operations and place any such disabled aircraft in such storage area as may be designated by the Executive Director (or at Airline's discretion, in an off-Airport location). Airline may store such disabled aircraft only for such reasonable length of time and on such reasonable terms and conditions as may be established by the Aviation Commission. If Airline fails to remove any of its disabled aircraft promptly in accordance with this Section 9.08, the Executive Director may, but shall not be obligated to, cause the removal of such disabled aircraft. However, the obligation of the Aviation Commission to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations. Airline agrees to reimburse the Aviation Commission for all costs of such removal, and further, Airline hereby releases the Aviation Commission from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by the Aviation Commission except in the case of gross negligence or willful misconduct.

ARTICLE 10 - OBLIGATIONS OF AVIATION COMMISSION

Section 10.01 Operation as a Public Airport

The Aviation Commission covenants and agrees that, at all times, relevant to this Agreement, it will operate and maintain the Airport facilities, as defined hereinabove, as a public airport consistent with and pursuant to the Sponsor's Grant Assurances given by the Aviation Commission to the U.S. Government under the Federal Airport Act and consistent with the terms and conditions of this Agreement. The Aviation Commission further covenants and agrees to manage the Airport in a reasonable and prudent manner and to use due diligence in the operation and maintenance of Airport facilities.

Section 10.02 Access to Terminal Building

A. Subject to security considerations, upon payment of the rentals hereunder and performance of the covenants of this Agreement by Airline, Airline and its officers, employees, passengers, prospective passengers, and other persons doing business with Airline shall have (without additional charge) the free, unobstructed right of ingress to and egress from the Terminal Building by means of a lobby, passageway, or other Public Areas designated by the Aviation Commission for that purpose and connecting the Terminal Building with a vehicular roadway and walkways adjacent to the Terminal Building (and provided and maintained by the Aviation Commission and connecting with a

public street or other public highway outside the Airport), and with the Apron Area adjacent to the Terminal Building, all of which are more specifically defined in Exhibit C.

B. The use of the means of access specified by the Aviation Commission shall be in common with such other persons as the Aviation Commission may authorize or permit, and shall be subject to and in accordance with all applicable local laws and ordinances and such weight restrictions, use restrictions, rules, regulations, and ordinances as may be adopted by the Aviation Commission for the regulation and control of the users thereof.

C. The access provided for in Paragraph 10.02(A) shall not be used, enjoyed, or extended to any person or company engaging in any activity or performing any act or furnishing any service for or on behalf of Airline that Airline is not authorized to engage in or perform or receive under the provisions of this Agreement and applicable laws.

Section 10.03 Use of Other Public Areas

The officers, employees, passengers, and prospective passengers of Airline and other persons doing business with Airline shall have the right to use any space, facilities, and conveniences provided by the Aviation Commission at the Airport for use by airline passengers and other persons (including waiting rooms, lobbies, hallways, corridors, restaurants, restrooms, observation galleries, streets, highways, and vehicular parking areas), in each case, however, only in common with others authorized by the Aviation Commission to do so, at the times, to the extent, in the manner, and for the purposes for which they are made available for such use, in compliance with the terms and conditions on which they are made available for such use, and only in conformity with the Rules and Regulations with respect to the use thereof. Employee parking is subject to the terms of Section 11.04.

Section 10.04 Maintenance of Airport

The maintenance and custodial responsibilities of the parties are defined in Exhibit E attached hereto.

ARTICLE 11 - AVIATION COMMISSION'S RESERVATIONS

Section 11.01 Improvement, Relocation, or Removal of Structures

The Aviation Commission, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to improve, relocate, or remove any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions in accordance with 14 CFR Part 77 as it is presently set forth or as it may be amended from time to time.

Section 11.02 Right to Enter and Make Repairs

- A. The Aviation Commission and its authorized officers, employees, agents, contractors, subcontractors, and other representatives shall have the right (with advance notification and at such times as may be reasonable under the circumstances and with as little interruption of Airline's operations as is reasonably practicable) to enter Airline's Leased Premises for the following purposes:
 - 1. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Airline has complied and is complying with the terms and conditions of this Agreement with respect to such premises. Aviation Commission will provide advance notification to Airline of inspection no less than 48 hours from inspection time.
 - 2. To perform maintenance and make repairs and replacements in any case where Airline is obligated to do so and has failed after reasonable notice to do so, in which event Airline shall reimburse the Aviation Commission for the cost thereof promptly on demand.
 - 3. To perform maintenance and make repairs and replacements in any case where the Aviation Commission is obligated to do so, and in any other case where the Aviation Commission, in its reasonable judgment, determines that it is necessary or desirable to do so to preserve the structural safety of such premises or of the building in which such premises are located or to correct any condition likely to cause injuries or damages to persons or property.
- B. No such entry by or on behalf of the Aviation Commission on any premises leased to Airline shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference Augusta Regional Airport 42

with the possession thereof by Airline; and no such entry on any premises for the exclusive or preferential use of which Airline has been granted a license shall constitute a revocation of such license or be deemed to constitute an interference with Airline's ability to operate from its Leased Premises. If the Aviation Commission, acting pursuant to Paragraph 11.02(A) (3), creates a condition that causes the premises to be untenantable in whole, or in substantial part, then the Aviation Commission, if requested by Airline, will make alternative premises available to Airline and compensate Airline for all relocation costs and expenses incurred by reason of such relocation or abate rent during the period of such repairs.

Section 11.03 Airport Access License/Permit

The Aviation Commission reserves the right to establish a licensing or permit procedure for personnel and vehicles requiring access to the Airport operational areas and to levy a reasonable regulatory or administrative charge for issuance of such Airport access license or permit. Airline shall pay such charge with regard to its own personnel or vehicles and shall, at the request of the Executive Director, cooperate in the collection of such charge with regard to any personnel or vehicles used by its suppliers. Any such charge shall not exceed an amount necessary to cover the actual regulatory or administrative expenses of such control measures.

Section 11.04 Airline Employee Parking

The Executive Director may designate areas from time to time to be used for parking automobiles by Airline's employees (including handicapped or disabled employees) working at the Airport. The Aviation Commission shall have the right to charge a reasonable fee for such privilege.

ARTICLE 12 - DAMAGE OR DESTRUCTION, INSURANCE, AND INDEMNIFICATION

Section 12.01 Damage or Destruction of Terminal Building

If, by reason of any cause, the Terminal Building is damaged to such an extent that the Terminal Building is untenantable in whole, or in substantial part, then:

A. If the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage can, in the reasonable judgment of the Aviation Commission, be completed within two hundred and seventy (270) days from the date on which the damage occurred,

the Executive Director shall so notify Airline, in writing, and shall proceed promptly with such repairs and rebuilding. In such event, the rental for the Terminal Building for which provision is made in Article 5 shall be abated pro rata for the period from the date of the occurrence of such damage to the date on which such repairs and rebuilding is completed.

- B. If such repairs and rebuilding cannot, in the reasonable judgment of the Aviation Commission, be completed within said 270 days, the Aviation Commission, at its option, to be evidenced by notice in writing to Airline, may either: (1) proceed promptly with said repairs and rebuilding, in which event said rental shall be abated as aforesaid, or (2) terminate the letting of the Terminal Building, in which event said rental therefore for which provision is made in Article 5 shall be abated from and after the date of occurrence of the damage.
- C. The Aviation Commission shall use its best efforts to provide Airline with reasonable alternate space, if necessary, during any repairs, rebuilding, or reconstruction of the Terminal Building. The Executive Director shall advise Airline, as soon as practicable, of the Aviation Commission's intention regarding any necessary repairs or restorations.
- D. In the event, however, that the cause of the damage is the fault or negligence or wrongful act of Airline or its employees or agents, then the expense of all such repairs shall, subject to any insurance proceeds received by the Airport from the Airline's insurance on account of such damage, be borne by Airline and there shall be no abatement of rent or other charges payable hereunder.

Section 12.02 Insurance

- A. During the term of this Agreement, Airline shall provide, pay for, and maintain with companies reasonably satisfactory to the Aviation Commission, the types of insurance described herein. All insurance shall be issued by responsible insurance companies eligible to do business in the State of Georgia.
- B. All liability policies of Airline and its contractors shall provide that the Aviation Commission is an Additional Insured to the extent of Airline's contractual obligations hereunder. The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate. At least ten (10) calendar days prior to Airline's use of space or Airline's operations or Augusta Regional Airport 44

activities in regard to the Airport and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect the County, Airline shall furnish the County evidence of all insurance policies negotiated. Prior to expiration of any then-current policy of insurance, Airline shall deliver to Airport evidence showing that such insurance coverage has been renewed. At least five (5) calendar days prior to the date of cancellation or reduction of coverage, as received in the written notice from the insurer, Airline shall deliver to the Airport Director, evidence showing reinstatement or other provision for the required insurance. All such evidence shall be in the form of certificates of insurance satisfactory to the Airport Director, accompanied by a certified true copy of an endorsement to each policy containing the language required by this paragraph and, if applicable, cross-liability coverage.

- C. If at any time the Executive Director requests a written statement from the insurance company as to any impairments to the aggregate limit, Airline shall promptly authorize and have delivered such statement to the Aviation Commission. Airline authorizes the Aviation Commission and its insurance consultant to confirm with Airline's insurance agents, brokers, and insurance companies all information furnished the Aviation Commission, as to Airline's compliance with the Aviation Commission's insurance requirements.
- D. All required insurance coverages of Airline shall be primary with respect to Airline's obligations under this Agreement.
- E. The acceptance of delivery to the Aviation Commission of any certificate of insurance evidencing the insurance coverages and limits required under this Agreement does not constitute approval or acceptance by the Aviation Commission that the insurance requirements in this Agreement have been met.
- F. No operations shall commence at the Airport unless and until the required certificates of insurance are in effect and approved by the Executive Director.
- G. The insurance coverages and limits required of Airline under this Agreement are designed to meet the minimum requirements of the Aviation Commission. They are not designed as a recommended insurance program for Airline. Airline is responsible for insuring its real and Personal Property located at the Airport. Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should Airline have any questions concerning its exposure to loss under this Agreement, or the possible insurance coverages needed therefore, it should seek professional advice.

 Augusta Regional Airport

 45

- H. Airline and the Aviation Commission understand and agree that the minimum limits of the insurance herein required may, from time to time, become inadequate, and Airline agrees that it will increase such minimum limits upon receipt of written notice defining the basis of the increase. Airline shall furnish the Aviation Commission, within sixty (60) days of the effective date thereof, a certificate of insurance evidencing that such insurance is in force.
- I. Airline's insurance companies or its authorized representative shall give the Aviation Commission thirty (30) days prior written notice of any cancellation, intent not to renew, or material reduction in any policy's coverage, except in the application of the Aggregate Limit Provisions. In the event of a reduction to the Aggregate Limit, it is agreed that immediate steps will be taken to have the prior Aggregate Limit reinstated. Said notices shall be sent pursuant to Section 17.17 of this Agreement.
- J. If at any time the Executive Director requests a written statement from the insurance companies as to any impairments to the Aggregate Limit, prompt authorization and delivery of all requested information will be given to the Aviation Commission. Renewal Certificates of Insurance must be provided to the Aviation Commission as soon as practical but in every instance immediately upon expiration of current coverages.
- K. Should at any time Airline not provide or maintain the insurance coverages required under this Agreement, the Aviation Commission may terminate or suspend this Agreement upon ten (10) days advance written notice to the Airline's Facility Manager and to Airline's Leasing contact.
- L. The amounts and types of insurance shall conform to the following minimum requirements with the use policies, forms, and endorsements or broader, where applicable.
 - 1. Workers Compensation and Employer's Liability Insurance shall be maintained in force by Airline during the term of this Agreement for all employees engaged in the operations under this Agreement. The limits of coverage shall not be less than:

Workers' Compensation

Georgia Statutory

Employer's Liability

\$1,000,000 Limit Each Accident

\$1,000,000 Limit Disease Aggregate

46

\$1,000,000 Limit Disease Each Employee

2. Airport Liability Insurance shall be maintained by Airline for the life of this Agreement. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products, and Completed Operations Coverage and shall not exclude the Explosion, Collapse, and Underground Property Damage Liability Coverage. Coverage shall be applicable to the operation of all mobile and ground equipment at the Airport. The limits of coverage shall not be less than:

Airlines Operating Aircraft with fifty (50) or more seats:

Bodily & Personal Injury \$100,000,000 Combined Single Limit

& Property Damage Liability Each Occurrence & Aggregate

Airlines Operating Aircraft with less than fifty (50) seats:

Bodily & Personal Injury \$50,000,000 Combined Single Limit

& Property Damage Liability Each Occurrence & Aggregate

3. Aircraft Liability Insurance shall be maintained by Airline during the term of this Agreement for all owned, non-owned, leased, or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury \$100,000,000 Combined Single Limit

& Property Damage Liability Each Occurrence & Aggregate

4. Business Automobile Liability Insurance shall be maintained by Airline during the term of this Agreement as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury \$5,000,000 Combined Single Limit

& Property Damage Liability Each Occurrence & Aggregate

5. Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required for the Airport Liability Policy, Aircraft Liability, and the Business Automobile Policy. The limits of coverage shall not be less than:

Umbrella or Excess Liability Policy \$100,000,000 Combined Single Limit

Each Occurrence & Aggregate-Specific

for this Agreement

\$200,000,000 Combined Single Limit

Each Occurrence & Aggregate-Not Specific

for this Agreement

Primary Liability Limits for the underlying Airport General Liability Coverage:

Bodily & Personal Injury \$10,000,000 Combined Single Limit

& Property Damage Liability Each Occurrence & Aggregate

Section 12.03 Indemnification

Except where, and to the extent, it is caused by the negligent or wrongful acts or omissions or willful misconduct of the agents, employees, contractors, officers, or board of Augusta Richmond County and the Aviation Commission, Airline agrees to protect, defend, reimburse, indemnify, and hold Augusta Richmond County and the Aviation Commission, its agents, employees, and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, and damages (including actually incurred reasonable attorney's fees) and causes of action of every kind and character, whether or not meritorious, against or from the Aviation Commission by reason of any damage to property, or the environment, claims and liability or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, and any third or other party whomsoever, or any governmental agency, caused by or arising out of or incident to or in connection with Airline's performance under this Agreement, Airline's use or occupancy of the Airline Leased Premises, Airline's compliance with Title 49 CFR, Part 1542 requirements, Airline's negligent or wrongful acts, omissions, or operations hereunder or the performance, non-performance or purported performance of Airline or any breach of the terms of this Agreement by Airline. Provided, however, that upon the filing by anyone of a claim with Augusta Regional Airport

Augusta Richmond County or the Aviation Commission for damages arising out of incidents for which Airline herein agrees to indemnify and hold Augusta Richmond County and the Aviation Commission harmless, Augusta Richmond County or the Aviation Commission shall promptly notify Airline of such claim and, in the event that Airline does not settle or compromise such claim, then Airline shall undertake the legal defense of such claim both on behalf of Airline and on behalf of Augusta Richmond County. It is specifically agreed, however, that Augusta Richmond County, at its option and at its own expense, may participate in the legal defense of such claim. Any final judgment rendered against Augusta Richmond County for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount upon the expiration of the time for appeal there from. Airline recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the Aviation Commission in support of this indemnification in accordance with laws of the State of Georgia. This clause shall survive the termination of this Agreement as to claims arising during the term hereof. Compliance with the insurance requirements of this Article 12 shall not relieve Airline of its liability or obligation to indemnify Augusta Richmond County and the Aviation Commission as set forth in this Article 12.

Section 12.04 Relationships

Airline employees are not Aviation Commission or Augusta Richmond County employees and no "employer/employee" relationship exists.

Section 12.05 Non-liability of Agents and Employees

No board member, director, officer, agent, or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution or attempted execution.

ARTICLE 13 - TERMINATION

Section 13.01 Termination of Agreement by Airline

A. Airline, at its option, may declare this Agreement terminated in its entirety at any time Airline is not in default in the payment of Rentals and Fees to the Aviation Commission by giving the Aviation Commission sixty (60) days advance written notice, to be served as hereinafter

provided, and by surrender of the Leased Premises on the happening of any one or more of the following events:

- 1. If the Terminal Building becomes untenantable in whole, or in substantial part, and the Aviation Commission does not terminate the letting thereof, pursuant to an option reserved to it in this Agreement, and does not proceed as promptly as reasonably practicable with the repairs and rebuilding necessary to restore the Terminal Building to its condition before the occurrence of the damage.
- 2. If the Aviation Commission fails to provide and maintain means for unobstructed ingress and egress to and from the Terminal Building in accordance with the provisions of this Agreement.
- 3. If the Aviation Commission closes the Airport to aircraft operations in general, or to the flights of Airline for reasons other than weather, acts of God, or other reasons beyond the Aviation Commission's control, and fails to reopen the Airport to such operations or flights for a period in excess of thirty (30) days.
- 4. If the Aviation Commission fails to comply with any of the terms or provisions of this Agreement or fails to promptly fulfill any of its obligations under this Agreement.
- B. No termination declared by Airline shall be effective unless and until not less than sixty (60) days have elapsed after the aforementioned written notice to the Aviation Commission specifying the date on which such termination shall take effect and the cause for which it is being terminated. The Aviation Commission may cure the cause of such termination within said 60-day period or such longer time as the parties may agree.

Section 13.02 Continuing Responsibilities of Airline

Notwithstanding the occurrence of any event of default by Airline, Airline shall remain liable to the Aviation Commission for all Rentals and Fees payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Aviation Commission elects to cancel this Agreement, Airline shall remain liable for and promptly pay all Rentals and Fees accruing hereunder

until the term of this Agreement has expired as set forth in Article 4 or until this Agreement is terminated by Airline pursuant to Section 13.01.

Section 13.03 Termination of Agreement by the Aviation Commission

- A. The Aviation Commission, at its option, following all applicable notice and cure periods set forth herein, may declare this Agreement terminated on the happening of any one or more of the following events, and may exercise all rights of entry and re-entry to the Terminal Building:
 - 1. If the Rentals and Fees, or other money payments that Airline herein agrees to pay, or any part hereof, shall be unpaid on the date by which payment is required to be made.
 - 2. If Airline files a voluntary petition in bankruptcy, or makes a general assignment for the benefit of creditors, or if Airline is adjudicated as bankrupt.
 - 3. The taking of jurisdiction of Airline or its assets by a court of competent jurisdiction pursuant to proceedings brought under the provisions of any federal reorganization act.
 - 4. The appointment of a receiver or a trustee of Airline's assets by a court of competent jurisdiction or a voluntary agreement with Airline's creditors and the same is not removed in ninety (90) days.
 - 5. If any act occurs that deprives Airline permanently of the rights, powers, and privileges necessary for the proper conduct and operation of its Air Transportation business.
 - 6. If Airline abandons and fails to use the Terminal Building for a period of thirty (30) days at any one time, except when arising out of or related to a Section 17.09 force majeure event.
 - 7. If Airline uses or permits the use of its Leased Premises in the Terminal Building at any time for any purpose for which the use thereof at that time is not authorized by this Agreement, or by a subsequent written agreement between the parties, or permits the use thereof in violation of any law, rule, or regulation with which Airline has agreed in this Agreement to conform.

- 8. If Airline discontinues Air Transportation to the Airport as a consequence of Airline's filing of a bankruptcy petition, voluntary or involuntary, seeking a reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other statute of the United States or any state thereof, or being adjudged bankrupt, Airline shall be deemed to have forfeited its leasehold space.
- 9. If Airline fails to operate at least weekly scheduled passenger service departures from the Airport, for a period of ninety (90) days or more (except when arising out of or related to a Section 17.09 force majeure event).
- 10. If Airline is in violation of any provision of this Agreement not cured within a sixty (60) day period as specified in the following paragraph.
- B. No termination declared by the Aviation Commission shall be effective unless and until at least sixty (60) days have elapsed after written notice to Airline specifying the date upon which such termination shall take effect and the cause for which it is being terminated. Notwithstanding such default, no termination shall occur if Airline cures the default within said sixty (60) day period; provided that if cure would reasonably require a longer time to cure, the Airline may take such additional time to cure, as agreed upon by the Parties, as long as Airline commences to cure within the original sixty (60) day period and diligently pursues a cure.

Section 13.04 Possession by the Aviation Commission

In any of the aforesaid events in this Article 13, the Aviation Commission may take possession of Airline's Leased Premises upon termination of this Agreement and remove Airline's effects without being deemed guilty of trespassing. On said default, after expiration of any applicable cure period, the Aviation Commission shall have and reserve all of its available remedies at law as a result of said breach of this Agreement. Failure of the Aviation Commission to declare this Agreement terminated on default of Airline for any of the reasons set forth herein shall not operate to bar, destroy, or waive the right of the Aviation Commission to cancel this Agreement by reason of any subsequent violation of the terms hereof.

ARTICLE 14 - RIGHTS ON TERMINATION OR REASSIGNMENT

Section 14.01 Fixed Improvements

It is the intent of this Agreement that any leasehold improvements and any alterations thereto shall be and remain the property of the Aviation Commission during the entire term of this Agreement and thereafter.

Section 14.02 Personal Property

On termination of this Agreement, Airline shall remove all Personal Property from its Leased Premises within thirty (30) days after said termination and, subject to Section 14.01, restore the Leased Premises to their original condition, ordinary wear and tear and the Aviation Commission's express obligations, excepted. If Airline fails to remove said Personal Property, the Aviation Commission may thereafter remove said property at Airline's expense.

ARTICLE 15 - ASSIGNMENT

Section 15.01 Assignment

Airline shall not assign or transfer this Agreement or any right or leasehold interests granted to it by this Agreement or otherwise transfer any interest in or to the Terminal Building without the prior written approval of the Aviation Commission; provided however, Airline may assign this Agreement without need of approval to any corporation with which Airline may merge or consolidate or to which Airline may sell or assign all or substantially all of its corporate assets or to a wholly owned subsidiary. Said approval shall not be unreasonably withheld. The Aviation Commission expressly reserves the right to withhold approval of a proposed assignment of any ticket counter space, office area space, baggage makeup space, airline operations space, or hold room space with associated aircraft parking position(s) if any other such space is vacant and available for lease and/or use on a per-use basis.

Section 15.02 Successors and Assigns Bound

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 16 - GOVERNMENT INCLUSION

Section 16.01 Governmental Agreements

This Agreement shall be subordinate to the provisions of any existing or future agreements between the Aviation Commission and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority of other civil airports receiving such funds. The Aviation Commission agrees to provide Airline written advance notice of any provisions that would adversely modify the material terms of this Agreement.

Section 16.02 Federal Government's Emergency Clause

All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operations of the Airport by the United States of America.

Section 16.03 Nondiscrimination

A. Airline, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that (1) no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Leased Premises, (2) in the construction of any improvements on, over, or under Airline Leased Premises and the furnishing of services thereon, no person on the grounds of age, race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (3) Airline shall use the Airline Leased Premises in compliance with all other requirements imposed by or pursuant to 14 CFR Part 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as such Title and Regulations may be amended.

B. In the event of breach of any of the above nondiscrimination covenants that is not cured, the Aviation Commission shall have the right to terminate this Agreement after such action as the United States Government may direct to enforce this covenant has been followed and completed, including exercise or expiration of appeal rights. If said breach has been cured, Aviation Commission may not terminate this Agreement.

Section 16.04 Security

Airline shall not bring into or operate any vehicle or motorized equipment within any air operations area, unless having first complied with all insurance provisions and requirements specified in this Agreement, as well as the Airport Vehicle Training Program and the Airport Tenant Security Program both of which as defined by the Aviation Commission and the TSA respectively. When operating within any Air Operations Area, Airline shall cause its vehicles and equipment to move directly to and from the entrance gate or Airline Leased Premises and the aircraft shall not enter or move about any other Non-Movement Area. Airline, its officers, employees, agents, and those under its control, shall comply with security measures required of Airline or the Aviation Commission by the FAA, TSA, U. S. Department of Transportation, or contained in any Airport master security plan approved by the TSA to include an Airport Tenant Security Program as outlined in 49 CFR Part 1542 respective to Airline's Exclusive Use Space. If Airline, its officers, employees, agents, or those under its control shall fail or refuse to comply with said measures and such noncompliance results in a monetary penalty being assessed against the Aviation Commission, then, in addition to the provisions of Section 12.03, Airline shall be responsible and shall reimburse the Aviation Commission in the full amount of any such monetary penalty or other damages, including attorney fees and other costs to defend the Aviation Commission against such claims. Airline shall be responsible for having employee background checks performed through the Aviation Security Clearing House for all of its employees at the Airport. If Airline asks the Aviation Commission to perform these background checks for its employees at the Airport, Airline shall reimburse the Aviation Commission its cost, plus fifteen percent (15%) for administration.

Section 16.05 Environmental

A. General Conditions.

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of Airline, Airline hereby expressly covenants, warrants, and represents to the Aviation Commission, in connection with Airline's operations at the Airport, the following:

- 1. Airline is knowledgeable of all applicable Environmental Laws (as herein after defined) that apply to Airline's operations at the Airport and acknowledges that such Environmental Laws change from time-to-time, and Airline agrees to keep informed of any such future changes.
- 2. Airline shall not cause or permit any Hazardous Materials hereinafter to be placed, stored, generated, used, released, or disposed of in, on, under, about, or transported from any Airport premises by Airline, its agents, employees, contractors, or other person except in compliance with applicable Environmental Laws (as hereinafter defined).
- 3. Airline shall comply, and shall at all times ensure that all Airport premises occupied by it are kept in compliance, with all applicable federal, State of Georgia, and local laws, ordinances, regulations, and orders relating to health, safety and protection of persons, the public, and/or the environment with respect to Hazardous Materials (collectively "Environmental Laws"). Airline shall make available for review upon the reasonable request of the Executive Director, all non-privileged reports, assessments, or other documents satisfactory to the Aviation Commission showing that no Airport premises occupied by Airline are being used nor have been used by Airline for any activities involving, directly or indirectly, the use, generation, treatment, storage, or disposal of any Hazardous Materials in violation of Environmental Laws.
- 4. Except for aboveground deicing fluid storage tanks, Airline shall not install or allow to be installed any aboveground or underground storage tanks on any Airport premises without the prior written consent of the Executive Director. For aboveground deicing fluid storage tanks, Airline must obtain the Executive Director's written approval and obtain all

necessary federal, State of Georgia, and local licenses and permits. Airline is responsible at its sole cost and expense for periodically having all of its storage tanks inspected and recertified if and to the extent required by Environmental Laws. Copies of recertifications shall be provided to the Executive Director.

- 5. Except as provided herein, Airline shall keep Airline Leased Premises free of all environmental, health, or safety hazards and/or nuisances of any kind whatsoever, as defined by applicable environmental laws. Prior to Airline's occupancy of any Airline Leased Premises, Airline and the Aviation Commission, or the Aviation Commission's designated agent, shall perform a visual inspection of the condition of premises to be occupied by Airline, and shall make written notation of any pre-existing conditions discovered; subsequently, Airline shall not be responsible to the Aviation Commission with respect to those or any other pre-existing conditions.
- 6. Airline shall notify the Aviation Commission promptly upon discovery of any Hazardous Material on, in, under, or emanating from Airport premises occupied by Airline, any release or threat of release of a Hazardous Material by Airline, illness caused by exposure thereto, as well as any actual or threatened, environmental, health, or safety liability, including, but not limited to, claims, lawsuits, notices of violation, complaints, and investigations. Airline shall immediately, and at its own expense, take all actions if and to the extent legally required to remediate, abate, and/or rectify any such conditions at or upon the Airport if caused by the Airline. If Airline fails to timely take such actions, and as a result the Aviation Commission is required to remediate and/or abate any such conditions on or upon such premises, it may do so upon reasonable notice (under the circumstances) to Airline, and Airline shall pay all costs incurred by the Aviation Commission if caused by the Airline, with copies provided to Airline of any reports, analyses, notices, claims, complaints, demands, investigations, requests for information, and/or other documents, correspondence, or other written materials relating to the environmental condition on or of the Airport premises at issue and/or Hazardous Materials on, in, under, or emanating from those premises upon receipt, completion, or delivery of such materials.
- 7. Except as may otherwise be provided herein or as approved by the Executive Director, Airline will not make or allow to be made any change in usage, additions, or Augusta Regional Airport 57

improvements in, on, or to any Airport premises that will result in the presence or release of Hazardous Materials on any Airport premises.

- 8. If Airline breaches the obligations stated in this section then, Airline shall indemnify, and hold the Aviation Commission harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses, including, without limitation, damages for the loss or restriction on use of Airline Leased Space or of any amenity of the premises, natural resource damages, damages arising from any adverse impact on marketing of space, damage to other property, or the environment, and sums paid in settlement of claims, reasonable attorney's fees, consultant and expert fees except to the extent caused by the gross negligence or willful misconduct of the Aviation Commission. Without limiting the foregoing, if the presence of any Hazardous Material on such premises caused or permitted by Airline results in any contamination of the premises, other property, or the environment, Airline shall promptly notify the Aviation Commission.
- 9. Airline agrees to cooperate with any investigation, audit, or inquiry by the Aviation Commission or any governmental agency regarding possible violation by Airline of any Environmental Laws upon the Airport.
- 10. Airline agrees that all remedies of the Aviation Commission as provided herein with regard to violation of any Environmental Laws shall be deemed cumulative in nature and shall survive termination of this Agreement.
- 11. Airline agrees that any notice of violation, notice of noncompliance, or other enforcement action shall be provided to the Aviation Commission within five (5) business days of receipt by Airline or Airline's agent. Any violation or noncompliance with Environmental Laws shall be deemed a default under this Agreement. Such default may be cured within ten (10) days of receipt of notice of default from the Executive Director, or such longer period as may be required to effect a cure, provided Airline notifies the Executive Director of its intention to cure within said ten (10) days and thereafter diligently prosecutes the cure to completion. Any such default that is not cured shall be grounds for termination of this Agreement.

12. In entering into this Agreement, the Aviation Commission expressly relies on the covenants, representations, and warranties of Airline as stated herein.

B. Stormwater.

- 1. Notwithstanding any other provisions or terms of this Agreement, Airline acknowledges that certain properties within the Airport, or on Airport land owned by Augusta-Richmond County, are subject to County, State and Federal stormwater rules and regulations. Airline agrees to observe and abide by such stormwater rules and regulations as may be applicable to the Aviation Commission's property and uses thereof.
- 2. The Aviation Commission and Airline both acknowledge that close cooperation is necessary to ensure compliance with any stormwater discharge permit terms and conditions, as well as to ensure safety and to minimize cost of compliance. Airline acknowledges further that it may be necessary to undertake such actions to minimize the exposure of stormwater to "significant materials" generated, stored, handled, or otherwise used by Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining "best management practices" as that term may be defined in applicable stormwater rules and regulations.
- 3. The Aviation Commission will provide Airline with written notice of any stormwater discharge permit requirements applicable to Airline and with which Airline will be obligated to comply from time-to-time, including, but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Airline agrees that within fifteen (15) days of receipt of such written notice, it shall notify the Aviation Commission in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If Airline does not provide such timely notice, Airline will be deemed to assent to undertake such stormwater permit requirements. In that event, Airline agrees to undertake, at its sole expense, unless otherwise agreed to in writing between the Aviation Commission and Airline, those stormwater permit requirements for which it has received written notice from the Executive Director, and Airline agrees that it will hold harmless and

indemnify the Aviation Commission for any violations or noncompliance by Airline with any such permit requirements.

C. Solid and Hazardous Waste.

- 1. If Airline is deemed to be a generator of Hazardous Waste, as defined by Environmental Laws, Airline shall obtain a generator identification number from the U.S. Environmental Protection Agency and shall comply with all Environmental Laws, including but not limited to, ensuring that the transportation, storage, handling, and disposal of such Hazardous Wastes are conducted in full compliance with Environmental Laws.
- 2. Airline agrees to make available to the Aviation Commission, upon request, copies of all hazardous waste generator application documentation, monitoring reports, transportation, responses, storage and disposal plans, and material safety data sheets within fifteen (15) days of any such requests by the Aviation Commission.

ARTICLE 17 - MISCELLANEOUS

Section 17.01 Noninterference with Airport Operations

Airline, by accepting this Agreement, expressly agrees for itself, its successors, and assigns that it will not make use of its Leased Premises in any manner that interferes with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, on reasonable notice to Airline and opportunity to cure, the Aviation Commission reserves the right to enter the Airline Leased Premises and cause the abatement of such interference at the expense of Airline.

The Aviation Commission shall maintain and keep in repair the Airport landing areas, including taxiways, and shall have the right to direct and control all activities of Airline in this regard.

Section 17.02 Headings of Articles and Sections

The headings of the various articles and sections of this Agreement are merely for convenience of reference and do not limit the content of the articles and sections.

Section 17.03 Governing Law

This Agreement and all disputes arising hereunder shall be governed by the laws of the State of Georgia, with venue in Augusta-Richmond County, Georgia or the Southern District of Georgia federal court.

Section 17.04 Quiet Enjoyment

Airline shall, on payment of the Rentals and Fees as herein required, and subject to the performance and compliance by Airline of the covenants, conditions, and agreements on the part of Airline to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its appurtenances, and facilities as granted hereby and subject to the Rules and Regulations.

Section 17.05 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically incorporated and made a part of this Agreement.

Section 17.06 Incorporation of Required Provisions

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or federal agency having the authority to regulate or control Airport operations or air traffic

Section 17.07 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein. This Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

Section 17.08 Non-waiver of Rights

No waiver by either party, at any time, of any of the terms, conditions, covenants, or agreements herein, or of any forfeiture, shall be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the Aviation Commission to re-enter the Augusta Regional Airport

Terminal Building, and no subsequent acceptance by the Aviation Commission of rentals then or thereafter accrued, and no delay, failure, or omission of either party to exercise any right, power, privilege, or option arising from any default shall impair any such right, power, privilege, or options, or be construed to be a relinquishment thereof, or a waiver of such default or acquiescence therein, and no notice by either party shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by such party of default in one or more instances. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. All rights provided by this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclusive of any other remedies provided by law, and the exercise of one right, power, option, or remedy by either party shall not impair its rights to exercise any other right, power, option, or remedy.

Section 17.09 Force Majeure

Neither the Aviation Commission nor Airline shall be deemed to be in breach of this Agreement by reason of failure to perform any of its obligations hereunder, during and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of God, acts of a public enemy, terrorism, acts of superior governmental authority, pandemic, epidemic, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible, and which are not within its control. This provision shall not apply to failures by Airline to pay Rentals and Fees, or to make any other money payments required by this Agreement. This Section 17.09 shall not prevent either party from exercising its rights of termination specified under Articles 13 and 14 (except as expressly set forth therein).

Section 17.10 General Interpretation

Insofar as this Agreement grants, permits, or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by Airline, such use or the doing of such act or thing by Airline is to be in connection with the operation of its Air Transportation business for the carriage by aircraft of persons, property, cargo, and mail on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit; and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) the Agreement does not grant to any third person (excepting a successor party to the Aviation

62

Commission or Airline) a right to claim damages or bring any suit, action, or other proceeding against either the Aviation Commission or Airline because of any breach hereof.

Section 17.11 Agreements between the Aviation Commission and Other Airlines

The Aviation Commission agrees not to enter into any scheduled airline operating agreement and terminal building lease with any other airline conducting similar operations at the Airport after the date of this Agreement that contains more favorable Rentals and Fees and other terms and conditions than those provided in this Agreement. The above notwithstanding, the Aviation Commission reserves the right to offer incentives, in any form, including the abatement of Rentals and Fees for a period of time, to airlines offering new air services, subject to and in compliance with, all Federal Grant Assurances, the FAA's Revenue Use Policy and applicable laws. Said incentives may provide an airline offering new air service more favorable terms, conditions, rentals, and fees for an initial period of time. Airline shall not be required to recompense the Aviation Commission for financial shortfalls, if any, caused by the offering of incentives.

Section 17.12 Rights Non-Exclusive

Notwithstanding anything herein contained that may be or appear to the contrary, the rights, privileges, and licenses granted under this Agreement, are "non-exclusive" and the Aviation Commission reserves the right to grant similar privileges to others, provided that, in doing so, the Aviation Commission does not interfere nor alter, or purport to alter, Airline's rights and privileges hereunder.

Section 17.13 Capacity to Execute

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

Section 17.14 Acknowledgment

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the Aviation Commission by reason of the preparation of this Agreement by the Aviation Commission.

Augusta Regional Airport

Section 17.15 Severability

In the event that any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the Aviation Commission or Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 17.16 Approvals

Unless otherwise stated, whenever this Agreement calls for approval by the Aviation Commission, such approval shall be evidenced by the written approval of the Executive Director. Any approval required by either party to this Agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 17.17 Notices

All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for the Aviation Commission, notices shall be delivered to:

Executive Director Augusta Regional Airport 1501 Aviation Way Augusta, Georgia 30906-9620

or to such other address as may be designated by the Executive Director by written notice to Airline.

Notices to Airline shall be delivered to:

US/Overnight Mail:

Delta Air Lines, Inc. Department 877 1030 Delta Blvd. Atlanta, Georgia 30354-1989

or to such other address as may be designated by Airline by written notice to the Aviation Commission.

Item 11.

Section 17.18 Agent for Service

It is expressly understood and agreed that if Airline is not based in the State of Georgia, or is an association or partnership without a member or partner resident in said state, Airline shall appoint an agent, qualified to do business in the State of Georgia, for the purpose of service of process in any court action between it and the Aviation Commission arising out of or based upon this Agreement. Airline shall, within ten (10) days of execution of this Agreement, notify the Aviation Commission, in writing, of the name and address of said agent. Such service shall be made as provided by the laws of the State of Georgia for service upon a nonresident engaging in business in the State. It is further expressly agreed, covenanted, and stipulated that, if for any reason, such service of process is not possible, as an alternative method of service of process, Airline may be personally served out of the State of Georgia by the registered mailing of such service at the address set forth above.

Section 17.19 Time Is of the Essence

Time is of the essence in this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto ha	ve caused these	presents to be	e executed	on the	day
and year first above written.					

ATTEST:		AUGUSTA, GEORGIA		
Ву:	Clerk	Garnett L. Johnson, Mayor		
ATTEST:		AVIATION COMMISSION:		
Ву:	Secretary	Aviation Commission Chair		
ATTEST:		AIRLINE:		
Ву:	Secretary	President		

EXHIBIT A AIRPORT LAYOUT PLAN

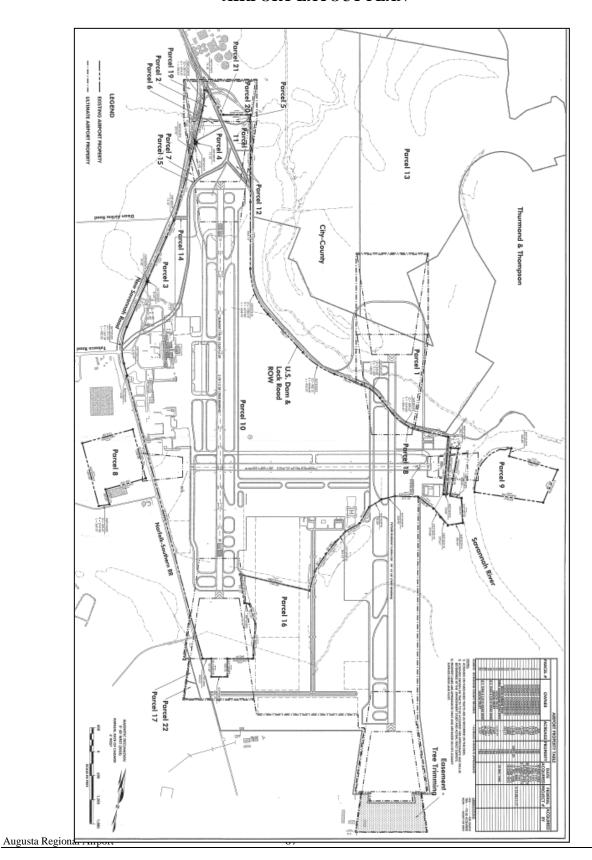


EXHIBIT B AIRPORT COST CENTERS

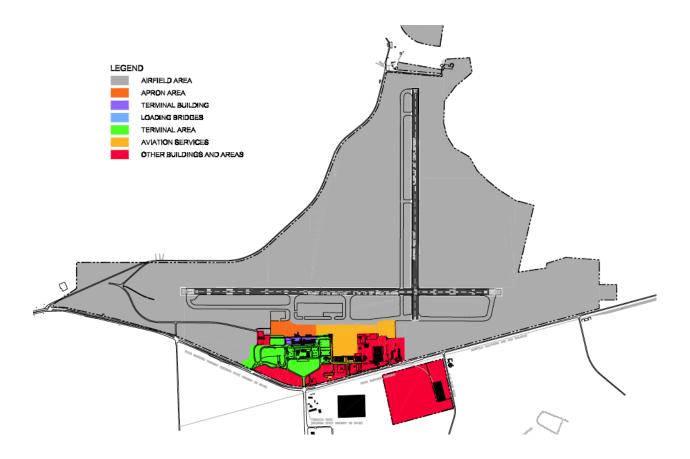


EXHIBIT C

Page

EXHIBIT C

Page

EXHIBIT D RATE STRUCTURE FOR RENTALS AND FEES

CATEGORY UNIT

I. Terminal Building Rental Rate Per Square Foot

II. Apron Area Rental Rate Per Position

III. Loading Bridge Rate Per Bridge

Per 1,000 pounds

IV. Landing Fee Rate of CMGLW

Actual rates for rents and fees will be identified in a separate rates and charges addendum that will be presented to the airlines annually and will be consistent with the Airport's Debt Service Requirement and coverage as set forth in the 2015 Bond Resolution.

71

EXHIBIT E

RESPONSIBILITIES OF AVIATION COMMISSION AND AIRLINES FOR OPERATION AND MAINTENANCE OF TERMINAL BUILDING

Airline's Responsibility

Unless otherwise provided, Airline shall at its sole cost and expense, maintain the non-public view portions of Airline's leased areas and every part thereof in good appearance, repair, and safe condition including but not limited to:

- 1. Maintain all improvements in Airline's leased areas, including furnishing, fixtures, and equipment (including the mini-split A/C system in Radio/Comm Rooms) whether installed by Airline or the Aviation Commission.
- 2. Maintain all interior walls, ceilings, doors, floor finishes and carpeting, all locks, interior lamping, building glass, all interior painting and finishes.
- 3. Maintain all plumbing systems and fixtures within Airline's leased areas.
- 4. Provide all janitorial services to its non-public view leased areas.

Aviation Commission's Responsibilities

Unless otherwise provided, Aviation Commission shall at its sole cost and expense, maintain the public view portions of Airline's leased areas and the remainder of the Terminal and every part thereof in good appearance, repair, and safe condition including but not limited to:

- 1. Maintain the Terminal Building structural members, exterior structure and finish, and roof of the Terminal Building.
- 2. Maintain all pavements and subsurface drainage structures in the Assigned Areas.
- 3. Maintain the building heating, ventilation, air conditioning (HVAC) as well as the electrical systems and lighting fixtures in the Terminal (excluding the non-public view leased area of Airline). Relamping of the Terminal (excluding airline non-public view space).
- 4. Provide janitorial services in the Terminal for Preferential, joint use, common and public space.
- 5. Maintain the landscaping and exterior areas of the landside of the Terminal.
- Maintain baggage conveyor and baggage handling systems for both outbound and inbound bags.

EXHIBIT E RESPONSIBILITIES OF THE AVIATION COMMISSION AND AIRLINES FOR OPERATION & MAINTENANCE OF TERMINAL BUILDING

SCHEDULED AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE

	Exclusive Use Premises			Joint Use Premises	Preferential Use Premises	
	Ticket Counters	Offices & Operations	Bag Make-up	Baggage Claim	Aircraft Aprons	Hold- rooms
Air Conditioning	COMMISSION	COMMISSION Mini-split A/C maintained by Airline	n/a	COMMISSION	n/a	COMMISSION
Heating	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a	COMMISSION
Lighting						
a. Bulb & Tube Replacement	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
b. Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
Electrical Maintenance	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION	COMMISSION
Water						
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	COMMISSION	n/a
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
Sewage	n/a					
a. Distribution	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
b. Fixtures	n/a	COMMISSION	COMMISSION	n/a	n/a	n/a
Maintenance						
a. Other than Structure	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	COMMISSION
b. Structure	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION	COMMISSION
c. Exterior	n/a	COMMISSION	COMMISSION	COMMISSION	COMMISSION	n/a
Custodial Service	AIRLINE	AIRLINE	AIRLINE	COMMISSION	COMMISSION	n/a
Window Cleaning						
a. Exterior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION
b. Interior	n/a	n/a	n/a	COMMISSION	n/a	COMMISSION
Ramp - Concrete Repair	n/a	n/a	n/a	n/a	COMMISSION	n/a
Snow Removal						
a. Larger ramp area	n/a	n/a	n/a	n/a	n/a	n/a
b. Gate areas & walkway to aircraft	n/a	n/a	n/a	n/a	n/a	n/a

Augusta Regional Airport

EXHIBIT F

AUGUSTA REGIONAL AIRPORT MONTHLY ACTIVITY REPORT

Augusta Regional Airport Monthly Statistical Information Due by the 10th of the Month

Carrier: PSA		Reporting P	eriod:	July		
Landing Infor	rmation	Monthly Statistics				
	Number			Enplane	Deplane	
Charter Flights		Revenue Passengers		2,367	2,484	
Diverted Flights		Non Revenue Passengers		126	80	
Scheduled Flights	65	Total Passengers		2,493	2,564	
Canceled Flts Due to:		Total 1 addengers		<i>'</i>	,	
ATC		Seating Capacity		3,250	3,250	
Crew (CW)		Coating Capacity		,		
Holiday Reduction (HR)		Mail (Pounds)				
Maintenance (MT)		Express (Pounds)				
Prescheduled XLN (PC)		Freight (Pounds)		160	1,043	
Weather (WX)		<u> </u>	,			
Aircraft Damage						
Other-Apt Const/Rwy.Con	st					
Flights Operated	65					
		Landing	n Fees			
A	В	l C	j. 000) [
Type of Aircraft	Gross Certified	Number of	Landing Fee C		Total	
Type of Alleran	Landing Weight	Landings	\$.77 per 10	00 nounds	Charge	
AT7	47,068	Landings	(B) X (C) / 1,00	00 podrid3	0.00	
CRJ-200	47,000	65	(B) X (C) / 1,00		2,352.35	
CRJ-400	47,000	03	(B) X (C) / 1,00		0.00	
CRJ-700	67,000		(B) X (C) / 1,00	00 X \$0.77=	0.00	
CRJ-900	73,500		(B) X (C) / 1,00	00 X \$0.77=	0.00	
EMB120	24,800		(B) X (C) / 1,00		0.00	
EMB135	40,785		(B) X (C) / 1,00		0.00	
EMB145	47,000		(B) X (C) / 1,00		0.00	
EMB145-ER	41,226		(B) X (C) / 1,00		0.00	
EMB145 -LR	42,549		(B) X (C) / 1,00		0.00	
EMB145 XRJ	44,092		(B) X (C) / 1,00		0.00	
J-31	15,906				0.00	
Dash 8	34,500		(B) X (C) / 1,000 X \$0.77= (B) X (C) / 1,000 X \$0.77=		0.00	
Dash 8-300	42,000		(B) X (C) / 1,000 X \$0.77=		0.00	
B737-300	114,000		(B) X (C) / 1,000 X \$0.77=		0.00	
B737-400	146,300		(B) X (C) / 1,000 X \$0.77=		0.00	
B737-500	110,000		(B) X (C) / 1,000 X \$0.77=		0.00	
B737-800	144,000		(B) X (C) / 1,000 X \$0.77=		0.00	
B767-800	350,000		(B) X (C) / 1,000 X \$0.77=		0.00	
MD 88	108,000		(B) X (C) / 1,000 X \$0.77=		0.00	
1012 00	100,000		(B) X (C) / 1,00		0.00	
			(B) X (C) / 1,00		0.00	
TOTAL NO	OF LANDINGS	65		TAL CHARGES	2,352.35	
	TOTAL NO. OF LANDINGS 65 TOTAL CHARGES 2,352.35 Departure Performance					
0-15 min	60					
16-30 min	1					
31-60 min		ertify that this is a true and correct statement:				
60 min+	4 Station Mar	ertify that this is a true and correct statement:				
Lost Bag Claims	0 Signature	Gregory Campbell				
PAWOB	0 Date	8/8/08				
LAWOD	l olpare	0/0/00				

Augusta Regional Airport



Augusta Commission Meeting

April 18, 2023

HCD_FY2023 Annual Action Plans Submission for HUD Funding Approval Request

Department: HCD

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Motion to approve submission of the FY2023 Annual Action Plans,

representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission.(Approved by Administrative Services Committee April

11, 2023)

Background: In order to fulfill statutory and regulatory requirements found at 24 CFR

91.15(a)(1) and as mandated by the U.S. Department of Housing and Urban Development, the City of Augusta, Georgia is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness as carried out through its Housing and Community Development Department and represented in the FY2023 Annual Action Plans. The FY2023 Annual Action Plans represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for

Persons with AIDS (HOPWA) Program.

Further, the City of Augusta is required to make available for public comment the FY2023 Annual Action Plans that provides the jurisdiction an opportunity to review the City's local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness through its Housing and Community Development Department. This submission contains Augusta's actual allocation of \$4,095,358 for FY2023 reflecting Augusta's announced CPD funding allocations from HUD.

Below is a listing of the allocations:

Funding Program Allocations for FY2023 - CDBG \$1,779,639, HOME \$1,158,915, HOPWA \$ 1,005,159, ESG -\$151,645. Total FY2023 Allocation - \$4,095,358.

FY2023 Programmatic line item budgets as well as brief project narratil are attached to this Agenda item.

Analysis:

If approved by the Augusta, Georgia Commission, the Housing and Community Development Department will be capable of funding projects in accordance with the submission of the FY2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and continue provision of funding to projects and activities to service the housing, service and economic development needs of low-to-moderate income residents of Augusta, Georgia.

The FY2023 Annual Action Plans represent funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

Financial Impact:

If approved by the Augusta-Richmond County Commission, the FY2023 Annual Action Plans will allow for the Housing and Community Development Department to continue to provide funding of needed services and housing projects for low-moderate-income households throughout the City of Augusta, Georgia with a FY2023 total allocation budget of \$4,095,358.

Alternatives:

Do not approve HCD's request for approval to submit the FY2023 Annual Action Plans to HUD and surrender Augusta's \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta.

Recommendation:

Approve HCD's Request to approve submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents, including but not limited to, the SF-424s and Certifications and Assurances required to be included with this submission.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG) funds, Emergency Solutions Grant (ESG), HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA).

REVIEWED AND APPROVED BY:

Procurement

Finance

Item 12.

Law

Clerk of Commission





HCD Annual Action Plan

FY2023

FY2023

Enclosed are the brief narrative descriptions of the Activities and Projects proposed for funding under the City of Augusta's Projected Allocations of HUD Funding for FY2023

Summary of FY23
Activity Funding
Recommendations









CDBG Funding Recommendation Process

Augusta Housing and Community Development (AHCD) utilizes a three-tier review process to determine the agencies / entities that are recommended for funding under the Department's Annual Action Plan process for competitively awarded HUD grants under Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with AIDS (HOPWA).

<u>Tier I: Eligibility Review (Submission Deadline and Basic Qualifications to Establish an Applicant as Eligible for AHCD's HUD Funding programs)</u>

On-Line Application Submission

- Mandatory Application Workshop
 - Must be present at workshop to move towards Application Phase
- AHCD Application On-Line
 - First Day online (day after Mandatory Application Workshop)
 - 90-Day Timeline for Completion
 - Submission Deadline (5:00 PM)

Tier II: Pre-Qualification Threshold Requirements

- 1. Copy of IRS 501©(3) Form
 - Must have attained status for at least 12 months,
 - Or Have 12 months experience, operating under another organization or entity that has this designation,
 - Or be a governmental entity proposing to serve Augusta, GA residents.
- 2. Georgia Secretary of State Certification & License (if applicable)
 - Applicant must be registered/licensed to do business in the State of Georgia at the time of application
- 3. Audit or Financial Statements
 - Applicant must provide a financial statement covering the past 12-month period
- 4. Written Financial Management Procedures
 - Applicant must submit copy of written financial management procedures (re: tracking cash/receipts/disbursements, budgeting, purchasing/procurement & program income)

Tier III: Individual Staff Review and Scoring and Team Review and Scoring

The criteria used at both the Individual and Team Review levels for scoring eligible applications are as follows:

Application Evaluation (100 points total)

- 1. Low Income Emphasis (25 points max.)
 - Extent to which the project proposes to serve a higher percentage of low to moderate-income persons than is required by HUD.
- 2. <u>High Priority Need(s) in Year 2015-2019 Cons</u>olidated Plan (15 points max.)
 - Extent the project addresses needs identified as "High Priority" in the 5-Year Consolidated Plan

- 3. <u>Leveraging and Quality of Program Design (20 points max.)</u>
 - Extent to which other funds & volunteer labor has been committed to the proposed activity
- 4. Operational Capability and Experience (20 points max.)
 - Applicant's ability to develop and carry out the proposed project in a reasonable time and successful manner
- 5. Financial Capability and Experience (20 points max.)
 - Applicant's capability to handle financial resources and follow procedures for effective control

Funding Recommendations – CDBG: Funding is awarded to applicants that passed Tier I and Tier II criteria and achieved a minimum score of 70 (on the 100-point scale described above). Scores then are adjusted so that the highest score of eligible applications is curved to 100% to allow for prorated funding level recommendations (i.e. the highest scoring CDBG application in FY2019 scored 88, so a 12-point curve was applied to all recommended applications). Funding levels are then determined by the following steps:

- The available funding (15% of the total CDBG Allocation of \$1,649,350, or \$265,200) was divided by the number of eligible applicants (11) to derive a baseline allocation (i.e. \$265,200 divided by 11 Applicants is approximately \$24,000 each).
- With this \$24,000 baseline, applicants are then recommended for funding at the % of this baseline that is commiserate with their curved application score (i.e. curved score of 100=\$24,000, curved score of 80 = \$19,200).

Funding Recommendations – ESG: Funds are divided by HUD Regulation into two broad categories, Rapid Rehousing / Homelessness Prevention and Shelter Operations / Street Outreach. The strategic desire of the City of Augusta's Consolidated Plan calls for approximately 50% of our annual ESG allocation to go toward the Rapid Rehousing / Homelessness Prevention category. Based on the applications received, the FY2019 Allocation Recommendations include a proposed 49.7% allocation to Rapid Rehousing / Homelessness Prevention and 42.8% allocation to Shelter Services. Funds within these categories are then divided evenly among the eligible applications recommended for funding. Housing Opportunities for Persons with AIDS (HOPWA) 2019 Application review Process.

Funding Recommendations - HOPWA

- ➤ Each application reviewed by 3 individuals (Housing Coordinator, Housing Manager & Deputy Director)
- A score of 70 is required for funding (70=100%)
- ➤ All scores averaged and percentage computed based on a score of 70=100%
- ➤ Funding recommendation based on application amount x average percentage
- ➤ Internal control of no more than \$500,000 for all funding years implemented
- Final funding recommendation based on the full initial funding recommendation or partial funding to meet internal control requirement

(Example shown on next page)

Examples:

	Organization A	Organization B	Organization C
Raw Scores	75 44 72	60 58 34	82 79 27
Average Score = Raw Total/3	63.667	50.6	62.67
Average Percentage = Avg. Score/70	90.95%	72.38%	89.5%
Funding Request	\$244,648.00	\$214,072.00	\$277,858.00
Initial Recommendation = Funding Request x Avg. %	\$222,513.00	\$154,947.00	\$203,897.00
Current Funds Available	\$307,000.00	\$500,000.00	\$125,000.000
Internal Control Difference = 500k – Available Funds	\$193,000.00	\$0.00	\$375,000.00
Final Funding Recommendation	\$193,000.00	\$0.00	\$203,897.00

Community Development Block Grant - Poverty Reduction Programs

Applicant Agency	Funding Request	Funding Recommendation
CSRA EOA, Inc. – Centralized Intake and Assessment (Marion Barnes Resource Center)	\$40,000.00	\$23,640.00

Funding will be used to support family connection services. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources. Funding will cover staff salary, fringe benefits and some program materials and supplies.

Augusta Mini Theatre \$40,000.00 \$23,520.00

Funding will be used to support the Artistic Instruction program to include piano, dance, and drama for low income youths and senior citizens. Augusta Mini Theatre reaches low to moderate low-income children and youth starting at age 6 and also to senior citizens. Funding will assist with the salaries for instructors.

Augusta Partnership for Children \$50,000.00 \$24,300.00

The purpose of the Family Self-Sufficiency Initiative is to enhance the quality of life of at least 50 participants, with children, from low socioeconomic backgrounds allowing them to become economically stable. Participants will reflect on their life experiences and those experiences to create a plan for achieving not just a better life, but the life they desire. Participants will have access to resources to build self-efficacy and support the growth and development of their children. As they accomplish these milestones, they will be encouraged to develop relationships with their peers and people throughout the community who will support them along the way to economic stability. This will be achieved through Getting Ahead Curriculum Training, Lunch & Learn Sessions, and Mentoring.

CSRA Business League – Youth	\$11,000.00	\$4,600.00
Entrepreneur program		

The Youth Entrepreneur program will target low and moderate-income youth in the Laney - Walker and Bethlehem Community, who have the desire and mental attitude to become business owners. The Youth Entrepreneur Program will focus on enhancing the quality of life of those students participating in the program by developing the skills needed to become successful in their endeavors, while either in the program or later in their chosen vocations.

CSRA Business League – Business	\$40,000.00	\$16,720.00
Development		

Funding will be used to support business development activities for low and moderate-income business owners. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources. Funding will cover staff salary, fringe benefits and some program materials and supplies.

MACH Academy \$40,000.00 \$23,250.00

Stimulation for Your Mind and Body – will provide academic intervention, STEM sessions, technology, recreation and pro-social enrichment in a safe and positive environment. The funding supports cost related to projects that provides afterschool and summer camp through education that include mentoring, tutoring, academic support services, intervention, technology, recreation and pre-social enrichment in a safe and positive environment and tennis instructions. This project's funding will support Materials/Supplies, Insurance Bonding, Audit, Contract Staff.

The Salvation Army - Augusta Area \$40,000.00 \$23,921.00 Command

The funding will be used to support cost of agency's Center of Hope Job Skills – Provide life skills, employment training program, 3 months free. Funding will cover a portion of program supplies, salaries, utilities and training materials

JAMP – Youth Music Education \$25,000.00 \$13,500.00 Program

Funding will be used to support youth musical training program for low and moderate-income residents. This grant will cover administrative and management activities. Funding will cover staff salary, fringe benefits and some program materials and supplies. Funding will be used to support family connection services. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources. Funding will cover staff salary, fringe benefits and some program materials and supplies.

Project Life \$40,000.00 \$21,840.00

The program will benefit individuals and families of low and moderate income with clothing, shoes, hygiene, diapers, and food. We will provide services to help those seeking employment with resources to advance their goals. Our team will assist patrons in finding employment and prepare them for hire. This entails assistance with job applications, resume writing, interview preparation, and interview attire. We seek to help patrons obtain their GED, provide hot meals and secure employment for our patrons.

Goodwill Industries \$40,000.00 \$23,250.00

Goodwill's Career Services will provide mobile community-based career services within the community at locations outside of Job Connection Career Centers including: Job readiness training, Job leads, Hiring events, Resume preparation, Interviewing skills, Financial literacy training, Soft skills training and more.

Kids ReStart \$40,000.00 \$22,480.00

Supports Family reunification services including but not limited to: Supervised Visitation Services - This allows the family to continue their family bond while a child is in foster care. Visitations are court ordered, scheduled weekly and monitored by trained Kids Restart staff. Hands on parent coaching is provided to the family if issues arise during the visitation time. An additional important service is Support Groups to provide a supportive community for the families that are referred to the Family Support program, as well as Parenting Classes where Staff will provide Parent Education either during home visits or at the Kids Restart center to the family that was referred by DFCS or the Juvenile Court.

Project Refresh \$40,000.00 \$22,080.00

Will provide showers via a mobile shower unit to those experiencing homelessness or housing insecurity in Augusta GA. Partners with other local nonprofits to provide services alongside other organizations meeting a separate need of our demographic, i.e., 2nd Saturday of each month, PR provides showers outside of The Master's Table Soup Kitchen. Services are delivered via an 18ft

enclosed trailer that houses two stalls, one of which is handicap accessible. Each of these stalls is outfitted with a shower, a toilet, and a sink.

Community Development Block Grant – Special Purpose

CSRA EOA – Sibley Street Permanent Supportive	\$40,000.00	\$23,760.00
Housing (Support Services)		

Permanent Supportive Housing provides onsite resident services and Shelter Plus Care services to up to 7 Homeless families who reside at Sibley Street residences. This grant will cover administrative and management activities. The program includes intensive case management, life skills training, job readiness training, and health care resources.

Community Development Block Grant – Housing Development Programs

HCD's Housing Rehabilitation

\$941,489.00

Provide minor home improvements for income-eligible homeowners to correct health and safety concerns and/or interior deteriorations to meet minimum Housing Quality Standards (HQS) and local Code Compliance.

Activity Delivery Costs

\$130,000.00

Allocation for City of Augusta (HCD) staffing costs related to the delivery of housing rehabilitation activities in this Action Plan.

Community Development Block Grant – Economic Development Programs

CDBG Public Facility Project

\$100,000.00

The funding will assist new and existing non-profits with enhancements to their physical space for service delivery improvement.

Community Development Block Grant – Planning and Grants Administration

Planning and Entitlements Grants Administration

\$335,927.00

The funds are used for the general administration of the Augusta Housing & Community Development Departments of the CDBG Program.

Fair Housing \$20,000.00

This funding will be used for educational outreach activities to educate the public about Fair Housing Law and rights of citizens. Fair Housing outreach materials will continue to be disseminated to different entities such as housing counseling agencies throughout the city. Additional funding has been allocated in the FY18 Proposed Allocation Budget to cover the City of Augusta's anticipated costs on the HUD mandated Affirmatively Furthering Fair Housing study that must be completed in advance of the City's next Consolidated Plan submission.

HOME Investment Partnership

Housing Redevelopment Initiative \$869,187.00		
The funding will be used to support costs related to acquisition, clearance demolition and		
construction of affordable housing in low income neighborhoods.		
CHDO: Projects	\$173,837.00	
The funds are reserved for capacity-building and project development by CHDOs involved in		
affordable housing development projects. This amount represents a 15% set-aside of HOME		
funds.		
HOME Administration	\$115,891.00	
These funds will be used to pay for general administration of HOME Program.		

Page **8** of **10**

Emergency Solutions Grant – Rapid Rehousing and Homelessness Prevention

SAFEHOMES Domestic Violence – Rapid Rehousing

\$25,000.00

Funding will be used for the provision of Rapid Rehousing services to victims of Domestic Violence, both referred through the community's Homeless Resource Center, through law enforcement and self-referral. Program funding will cover case management, supplies, rental and utilities assistance.

Augusta, GA (HCD) Rapid Rehousing

\$65,108.00

Funding will be used for the provision of Rapid Rehousing services to residents of Augusta experiencing homelessness referred through the community's Homeless Resource Center. Program funding will cover case management, supplies, rental and utilities assistance.

Emergency Solutions Grant – Emergency Shelter Operations

Salvation Army Augusta Area Command

\$25,000.00

Funds will be used to provide Emergency Shelter for individuals and families experiencing homelessness in Augusta, GA. The program funding will assist with operating costs and essential services associated with providing this emergency shelter service.

SAFEHOMES Domestic Violence Shelter

\$25,000.00

Funding will be used to provide Emergency Shelter/safe haven for women – victim of domestic violence. The program funding will assist with operating costs and essential services associated with providing this emergency shelter service.

ESG Administration

\$11,373.00

This funding will be used by AHCDD to administer the ESG program.

Housing Opportunities for Persons with AIDS

Antioch Ministries, Inc.

\$200,000.00

Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.

Angelic Community Resource Development

\$100,000.00

Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.

East Augusta CDC

\$200,000.00

Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.

Economic Opportunity Authority

\$171,874.00

Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.

Promise Land CDC

\$200,000.00

Funding will provide assistance to low-income HIV+ individuals and their family members living with HIV/AIDS. Provide operational support for TBRA, STRMU, support services, Permanent Housing Placement and housing referrals to improve the quality of life for all participants.

HOPWA HOUSING

\$103,130.20

Funding to acquire one single family unit to be used for rental to HOPWA eligible household.

Administration

\$30 154 80

Funding to be used by AHCDD to administer the HOPWA Program.

2023 One Year Action Plan - Program Allocations Summary			
Community Development Block Grant - Public Service Budget			
Augusta Mini Theatre Youth Arts Education Program	\$23,5	20.00	
Augusta Partnership for Children	\$24,3	00.00	
CSRA EOA, Inc. Permanent Supportive Housing	\$23,7	60.00	
CSRA EOA, Inc. Centralized Intake and Assessment	\$23,6	40.00	
CSRA Business League - Youth Entreprenuership Training	\$4,6	00.00	
CSRA Business League - Small Business Development Program	\$16,7	20.00	
Goodwill Industries - Job Training	\$22,4	80.00	
JAMP - Youth Music Education Program	\$13,5	00.00	
Kids Restart	\$14,9	00.00	
Salvation Army - Job Skills Training Program	\$23,9	21.00	
MACH Academy - Computer Coding Program	\$23,2	50.00	
Project Life - Job and Life Skills Training	\$21,8	40.00	
Project Refresh	\$22,0	80.00	
Total Proposed funding for Poverty	Reduction Prog	rams	\$258,511.00
Community Development Block Grant - Public Service Budget			
Community Development Block Grant -Housing Development Pro	grams		
Homeowner Housing Rehabilitation	\$941,4	89.00	
Activity Delivery Costs	\$123,7	12.00	
Total Proposed Funding for Housing Dev	velopment Prog	rams	\$1,065,201
Community Development Block Grant -Community Development	Programs		
CDBG Public Facility	\$100,0	00.00	
Total Proposed Funding for Economic De	velopment Acti	vities	\$100,000
Community Development Block Grant - Planning & Grants Admini	istration (20% c	ap)	
Planning & Entitlement Grants Administration	\$ 335,9	27.00	
Fair Housing	\$ 20,0	00.00	
Total Proposed Funding for Planning & G	rants Administi	ation \$	355,927.00
Total CDBG Funding Proposed for P	rogram Activ	ities \$	1,779,639.00
Housing Redevelopment Initiative	\$ 869,1	87.00	
Community Housing Development Organization - CHDO Set Aside	\$ 173,8	37.00	
Total Proposed Funding for Housing Development \$1,043,0		\$1,043,024	
HOME Investment Partnership Grant - Program Administration (10% cap)			
HOME Program Administration	\$ 115,8	91.00	
Total Proposed Funding for Planning & Grants Administration		ation	\$115,891
Total HOME Funding Proposed for Hous	ing Developr	nent	\$1,158,915

Emergency Solutions Grant - Rapid Rehousing and Homelessness	Prever	ntion	
SAFEHOMES - Rapid Rehousing	\$	25,000.00	
Augusta HCD - Rapid Rehousing	\$	65,108.00	
Total Rapid Rehousing and	Homel	ess Prevention	\$90,108
Emergency Solutions Grant - Shelter Operations			
SAFEHOMES - Emergency Shelter	\$	25,000.00	
Salvation Army - Augusta Area Command	\$	25,000.00	
Total Street Outread	:h/Shel	ter Operations	\$ 50,000.00
Emergency Solutions Grant - Program Administration (7.5% cap)			
HESG Administration	\$	11,373.00	
Total Proposed Fu	nding fo	or HESG Admin	\$11,373
Total HESG Funding Proposed for I	Homel	ess Services	\$151,481
Housing Opportunities for Persons with AIDS Grant - Program Ac	tivities		
Anitoch Ministries	\$	200,000.00	
Angelic Community Resource Development	\$	100,000.00	
East Augusta CDC	\$	200,000.00	
CSRA EOA, Inc.	\$	171,874.00	
Promise Land CDC	\$	200,000.00	
HOPWA Housing	\$	103,131.00	
Total HOPWA Proposed	for Pro	gram Activities	\$975,005
Housing Opportunities for Persons with AIDS Grant - Program Ad	lministr	ration (3% cap)	
HOPWA Program Administration	\$	30,154.00	
Total Proposed Fundi	ng for I	IOPWA Admin	\$ 30,154.00
Total HOPWA Funding Proposed for Ho	using a	and Services	\$1,005,159
TOTAL PROPOSED 2023 ONE YEAR A	ACTION	PLAN BUDGET	\$4,095,194



Augusta Commission Meeting

April 18, 2023

HCD_ MOU in partnership with the American Heart Association (AHA) and Augusta Locally Grown (ALG) to continue the Farmer's Market in the Laney Walker/Bethlehem area approval request

Department:

HCD

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

Motion to **approve** HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area. (**Approved by Administrative Services** Committee April 11, 2023)

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, and created a marketing strategy to promote the overall effort.

Partnership Responsibilities:

Housing and Community Development will:

- HCD to provide a secure location for farmer's market setup.
- HCD to provide learning opportunities in conjunction with The American Heart Association and Augusta Locally Grown for patrons, residents, and local business owners.
- HCD to foster partnerships through their resources that would benefit the local residents.
- HCD to provide a total of \$10,000.00 (Ten Thousand Dollars and 00/100) for marketing and entertainment purposes.

The American Heart Association will:

• AHA to promote the market and feature foods offered on social media, in the news media, etc.

Item 13.

• AHA to continue to foster partnerships, create a volunteer netwon and seek to secure additional funding which will ensure sustainability of the market's growth.

Augusta Locally Grown will:

- ALG to maintain oversight and manage vendors' market insurance documents
- ALG to offer double SNAP/EBT benefits to customers

 ALG to provide staff support and management service to operate market

Address Budget Project Type
850 Laney Walker Blvd. \$10,000 Special
Project

Augusta, GA 30901

Analysis: Approval of this request will allow for the Laney Walker Farmers' Market to

continue in partnership with HCD, ALG, and AHA.

Financial Impact: HCD utilizes Laney Walker/Bethlehem Revitalization funding.

Contract Amount: \$10,000

Alternatives: Deny HCDs Request

Recommendation: Motion to approve HCD's request to resume the farmers' markets in

partnership with the American Heart Association and Augusta Locally Grown,

in the LW/B area.

Funds are available in Funding: Bond

the following accounts: GL Code: 297-07-5220-5211119

REVIEWED AND Procurement

APPROVED BY: Finance

Law

Administrator

Clerk of Commission

Memorandum of Understanding

Between

Augusta Housing & Community Development American Heart Association & Augusta Locally Grown Two Year Agreement

This Memorandum of Understanding ("MOU") is entered into on the day of
, 2023 by and between the Augusta, GA, (c/o) Housing and Community
Development Department (HCD), and American Heart Association, (AHA) & Augusta Locally
Grown, (ALG). American Heart Association (AHA) is an active, innovative organization committed
to research and dedication to promote healthy lifestyles and longevity throughout the country and
locally within the CSRA. Augusta Locally Grown (ALG) is a local organization that promotes small
farms and gardens by making their all-natural, locally grown, sustainably-grown fresh foods
available for sale in the Augusta-area community.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating mobile markets to address food insecurity. Housing & Community Development's primary focus is to create positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment.

Part I. Structure and Purpose of Initiative

The local initiative will be known as the Augusta Locally Grown, American Heart Association, and Augusta (c/o HCD) Initiative. This initiative will provide an alternative access to fresh produce and healthy nutritious food, while helping to eradicate the food desert in the Laney Walker/Bethlehem (LWB) area.

Part II. Partnership Goals

The goal of the Initiative is to partner with AHA and ALG to provide a Farmer's Market in LWB which will:

- Foster partnerships through Augusta Housing and Community Development's resources that would benefit the local residents,
- Create an experience with the Laney Walker/Bethlehem Farmer's Market to provide local opportunities,
- Showcase local food vendors, food trucks, etc., and
- Provide access to fresh and healthy produce.

Part III. Responsibilities of the Parties:

It is understood that HCD, AHA, and ALG will work together as a team to effectively meet the community's needs within Laney Walker/Bethlehem. This level of collaboration will require thorough and timely communication between all parties.

- HCD to provide a secure location for farmer's market setup.
- HCD to provide learning opportunities in conjunction with The American Heart Association and Augusta Locally Grown for patrons, residents, and local business owners.

- HCD to foster partnerships through their resources that would benefit the local residents.
- HCD to provide a total of \$10,000.00 (Ten Thousand Dollars and 00/100) for marketing and entertainment purposes divided over the two (2) year agreement period.
- AHA to promote the market and feature foods offered on social media, in the news media, etc.
- AHA to continue to foster partnerships, create a volunteer network, and seek to secure additional funding which will ensure sustainability of the market's growth.
- ALG to establish and organize the farmer's market vendors
- ALG to maintain oversight and manage vendors' market insurance documents
- ALG to offer double SNAP/EBT benefits to customers
- ALG to provide staff support and management service to operate market

Part IV. Payment & Fees

HCD agrees to commit a total of \$10,000 for the two (2) years for event activities to include (but not limited to) marketing (i.e. radio, billboards, social media, newspapers), entertainment, etc. as a pledge of support.

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing, and public announcements relative to Initiative activities be coordinated among and approved by both HCD, AHA, and ALG prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twenty-four (24) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD, AHA, and ALG shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan, and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the day and year below.

ATTEST: American Heart Association	ATTEST: Augusta Locally Grown
ATTEST: Augusta, GA	
By: Garnett L. Johnson As Mayor, Augusta, GA	Date:
By: Takiyah A. Douse As Interim City Administrator	Date:
By: Hawthorne E. Welcher, Jr. As Director, HCD	Date:
Approved as to Form by:	Date:
	SEAL Lena Bonner Clerk of Commission
American Heart Association By: Name: Title:	
Augusta Locally Grown By:	
Name:	
Tido.	



Augusta Commission Meeting

April 18, 2023

HCD_ Sand Hills Urban Development HOME Funding Request

Department:

<u>HCD</u>

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

Motion to **approve** Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for a low to moderate income homebuyer. (**Approved by Administrative Services Committee April 11, 2023**)

Background:

Housing and Community Development and Sand Hills Urban Development has been working together to promote affordable housing through partnership where SHUD has already constructed eight single family units in South Augusta and three in the Sand Hills area. Sand Hills is requesting that HCD assist in furthering affordable housing through continual partnership of providing HOME funds for the construction of one additional unit. SHUD has acquired Capital Rise as a development partner that brings 50% of construction to all development deals.

Sand Hills Urban Development is requesting:

• <u>2812 Hackle Street</u>, Augusta, GA 30909: Total Construction Cost: \$196,444.00 Total Request \$98,222.00

The funding request is to assist with the cost associated with the construction of a single family unit.

Analysis:

The approval of funding will allow SHUD to construct one (1) single-family unit to be sold to an eligible low income homebuyer.

Financial Impact:

HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$98,222.00 to assist in construction cost of a single family units.

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's

(HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for low to moderate

income family.

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

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 98,222.00

Ninety-Eight Thousand Two Hundred Twenty-Two Dollars & 00/100

For Fiscal Year 2023

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"2812 Hackle Street - Single Family"

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, 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 Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "SHUD") 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, Sand Hills Urban Development, Inc. 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 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills Urban Development, Inc. 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, Sand Hills has been selected and approved to partner with Capital Rise Construction as development partners to assist in the development of the Hackle Street unit. Sand Hills serves as a developer receiving CHDO set aside funding;

WHEREAS, Sand Hills Urban Development, Inc. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$98,222.00 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**

Sand Hills Urban Development, Inc. agrees to utilize approved HOME funds to support project related costs associated with property located at 2812 Hackle 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 serve as a developer and provide CHDO activities
- iii. Will participate in bi-weekly construction meetings.

- iv. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations
- v. All projects are to posses the following components:
 - 1. Evidence of additional financing resources "Leveraging"
 - 2. Evidence of Site Control
 - 3. 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.
 - If at the time of construction, there is no approved homebuyer,
 SHUD 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 Sand Hills Urban Development, Inc. 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 \$ 92,222.00 in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 2812 Hackle Street in the Hill Terrace 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. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 2812 Hackle Street, Augusta, Georgia 30909

b. Soft Cost (Site Work)

C. An amount not to exceed \$ 6,000.00 in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for site work to prepare the site for development only

7 1	
Initial:	

D. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development, Inc. shall conduct project development activities and related services in its project area known as Hill Terrace that incorporates the following boundaries: Wrightsboro Road on the North, Bobby Jones Expressway to the West, Washington Road on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

E. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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. SHUD will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Sand Hills Urban Development, Inc. will be compensated in accordance with this 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. Sand Hills Urban Development, Inc. will carry out this project with implementation oversight provided by HCD. Sand Hills Urban Development, Inc. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., 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: \$98,222.00 loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. 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 reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Sand Hills Urban Development, Inc. 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.
- b. HCD will monitor the progress of the project and Sand Hills Urban Development, Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Sand Hills Urban Development, Inc. 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 in the amount of \$98,222.00 of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ 98,222.00 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.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 2812 Hackle Street sales for \$195,000; SHUD retains \$48,750.00 (25%) and pays HCD \$49,472.00)

Initial:

C. <u>Timetable for Completion of Project Activities</u>

Sand Hills Urban Development, Inc. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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.

Initial:	

D. Project Budget: Limitations

1. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than \$ 119,250.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.

2. Sand Hills Urban Development, Inc. shall adhere to the following budget in the performance of this contract:

Construction \$ 92,222.00 Construction Contingency 6,000.00

TOTAL HOME PROJECT COST: \$ 98,222.00 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 Sand Hills Urban Development, Inc. (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 Sand Hills Urban Development, Inc. or any contractor/subcontractor hereunder. All payments to Sand Hills Urban Development, Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Sand Hills Urban Development, Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills Urban Development, Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. <u>Unexpended funds</u> shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills Urban Development, Inc..

Initial:	

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - **a.** Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Sand Hills shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]

- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Sand Hills shall maintain records that document all clients served with HOME funds. In addition, Sand Hills shall document each client's race, family size, annul household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Sand Hills, shall provide the information and verification described above.

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings

- involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.. 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 any interest in the subject matter of this Contract. The Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.. In such instances, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc..
- 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. <u>Fair Housing</u>

Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. <u>General</u>: Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 <u>Matters</u>: 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

Sand Hills Urban Development, Inc. 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), Sand Hills Urban Development, Inc. 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. <u>Displacement and Relocation</u>

Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. will in all solicitations or advertisements for

employees placed by or on behalf of Sand Hills Urban Development, Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. <u>Employment and Business Opportunities</u>

Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. 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. <u>Drug Free Workplace</u>

In accordance with 24 CFR part 24, subpart F, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. <u>Timely Expenditure of Funds</u>

In accordance with 24 CFR 85.43, if Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sand Hills Urban Development, Inc. 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. Sand

Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. will not discriminate against any person applying for shelter on the basis of religion. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. cures any breach of the contract. If Sand Hills Urban Development, Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

- B. Notwithstanding the above, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. will receive all notices at the address indicated below:

Sand Hills U Sand Hills Urban Development, Inc.
3062 Damascus Road, Suite 10
Augusta, Georgia 30909

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. SHUD 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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,	
Approved as to form: Augusta, GA Law Department		(Augusta) Date:	
Ву:	Garnett L. Johnson As its Mayor	Date:	
Ву:	•	Date:	
Ву:	Hawthorne Welcher, Jr. As its Director, HCD	Date:	
SEAL			
Lena Bonner As its Clerk			
ATTEST:		Sand Hills Urban Develop (Grantee)	
		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

Sand Hills Urban Development, Inc. 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 15th of the month for each new quarter.
- 2. Annual Progress Report (January 16th)
- 3. Audit/Financial Report by April 30th
- 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. Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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 \$98,222.00 in Year 2023 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. 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 Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
- 3. With HCD approval, Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Sand Hills Urban Development, Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Sand Hills Urban Development, Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Sand Hills Urban Development, Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. 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

SAND HILLS URBAN DEVELOPMENT, INC. 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.



Augusta Commission Meeting

April 18, 2023

HCD_ Antioch Ministries, Inc. HOME Funding Request

Department: HCD

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

Caption: Motion to approve Housing and Community Development Department's

(HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc. to develop a single family unit for a low to moderate income homebuyer. (Approved by Administrative Services Committee April 11,

2023)

Background: Housing and Community Development and Antioch Ministries, Inc. has been

working together to promote affordable housing through partnership where AMI has already constructed more than ten single family units in the Holley Street area. Antioch Ministries, Inc, is requesting that HCD assist in furthering affordable housing through continual partnership of providing HOME funds

for the construction of one additional unit.

Antioch Ministries is requesting:

• <u>1224 Holley Street</u>, Augusta, GA 30901: Total Construction Cost:

\$228,482.00 Total Request \$228,482.00

The funding request is to assist with the cost associated with the construction

of a single

Analysis: The approval of funding will allow AMI to construct one (1) single-family unit

to be sold to an eligible low income homebuyer.

Financial Impact:

HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Davidonment in the

through its annual allocation from Housing and Urban Development in the amount of \$228,482.00 to assist in construction cost of a single family units.

Alternatives: Do not approve HCD's Request.

ives:

Item 15.

Recommendation: Motion to approve Housing and Community Development Depart

(HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc,. to develop a single family unit for a low to moderate income

family.

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

ANTIOCH MINISTRIES, INC.

In the amount of

\$ 228,482.00

Two Hundred Twenty-Eight Thousand Four Hundred Eighty-Two Dollars & 00/100

For Fiscal Year 2023

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1224 Holley Street - Single Family"

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, 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 Antioch Ministries., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "AMI") 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, Antioch Ministries, Inc., Inc. 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 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Antioch Ministries, Inc., Inc. has requested, and Augusta has approved a total of \$ 228,482.00 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

Antioch Ministries, Inc., Inc. agrees to utilize approved HOME funds to support project related costs associated with property located at 1224 Holley 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 serve as a developer and provide CHDO activities
- iii. Will participate in bi-weekly construction meetings.
- iv. Perform all required and requested marketing and advertising activities; in accordance with "Fair Housing" regulations
- v. All projects are to posses the following components:
 - 1. Evidence of additional financing resources "Leveraging"
 - 2. Evidence of Site Control

- 3. 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.
- If at the time of construction, there is no approved homebuyer,
 AMI must utilize the services of a licensed Realtor to market and sale the unit.

B. <u>Use of Funds</u>

HOME Program funds shall be used by Antioch Ministries, Inc., Inc. 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 \$ 188,899.00 in a HOME funds shall be expended by Antioch Ministries, Inc., Inc. from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1224 Holley Street in the Hill Terrace 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. Sales price will be determined by an as built appraisal as submitted by AMI. This unit will be constructed by Antioch and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 1224 Holley Street, Augusta, Georgia 30909

b. Acquisition Cost

An amount not to exceed \$ 28,408.00 in a HOME funds shall be expended by Antioch Ministries, Inc., Inc. from Year 2023 HOME Program funds for the acquisition of 1225 Holley Street. An appraisal will be submitted at the time of request.

c. Soft Cost

An amount not to exceed \$ 11,175.00 in a HOME funds shall be expended by Antioch Ministries, Inc., Inc. from Year 2023 HOME Program funds for soft cost associated with the construction of unit.

Initial:	
muuu.	

C. Program Location and Specific Goals to be Achieved

D. AMI shall conduct project development activities and related services in its project area (also known as the Florence Street Community) that incorporates the following boundaries: Holley Street on the West; 12th Street on the East; Wrightsboro Road on the South; and Laney Walker Boulevard on the North and its designated geographic boundaries approved by AHCD.

E. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. 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. AMI will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Antioch Ministries, Inc., Inc. will be compensated in accordance with this 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. Antioch Ministries, Inc., Inc. will carry out this project with implementation oversight provided by HCD. Antioch Ministries, Inc., Inc. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Antioch Ministries, Inc., Inc., 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: \$228,482.00 loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Antioch Ministries, Inc., Inc. 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 reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Antioch Ministries, Inc., Inc. 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.
- HCD will monitor the progress of the project and Antioch Ministries, Inc., Inc.
 performance on a weekly basis with regards to the production and overall
 effectiveness of the project.
- c. Antioch Ministries, Inc., Inc. 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 theU. 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 in the amount of \$98,222.00 of this single project and seeks to provide Antioch Ministries, Inc., Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ 98,222.00 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.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow AMI to retain 25% of sales proceeds to further future HOME development. (Example: 1224 Holley Street sales for \$ 188,899.00; AMI retains \$47,225.00 (25%) and pays HCD \$ 141,674.00)

	Initial:	
--	----------	--

C. <u>Timetable for Completion of Project Activities</u>

Antioch Ministries, Inc., Inc. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. 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.

D. Project Budget: Limitations

1. Antioch Ministries, Inc., Inc. shall be paid a total consideration of no more than \$ 228,482.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc.

2. Antioch Ministries, Inc., Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 188,899.00
Acquisition Cost	28,408.00
Construction Soft Cost	11,175.00

TOTAL HOME PROJECT COST: \$ 228,482.00

7 1	
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 Antioch Ministries, Inc., Inc. (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 Antioch Ministries, Inc., Inc. or any contractor/subcontractor hereunder. All payments to Antioch Ministries, Inc., Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Antioch Ministries, Inc., Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Antioch Ministries, Inc., Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. <u>Unexpended funds</u> shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Antioch Ministries, Inc., Inc..

Initial:

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Antioch control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - **a.** Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - **b.** Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Antioch.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Antioch.
- E. If Antioch is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Antioch shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review

- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Antioch shall maintain records that document all clients served with HOME funds. In addition, Antioch shall document each client's race, family size, annul household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when completed by those clients served by Antioch, shall provide the information and verification described above.

Antioch shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Antioch with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Antioch shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Antioch shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Antioch shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Nonexpendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Antioch shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Antioch's fiscal year. Antioch is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Antioch shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Antioch' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Antioch agrees to comply with the Open Records Act should a request be submitted to it. Further, Antioch agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Antioch will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Antioch will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Antioch' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.

d. Antioch shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc.. 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 Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc. In such instances, Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc.
- 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. <u>Fair Housing</u>

Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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. <u>Labor Standards</u>

1. <u>General</u>: Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. 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), Antioch Ministries, Inc., Inc. 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. <u>Displacement and Relocation</u>

Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. will in all solicitations or advertisements for employees

placed by or on behalf of Antioch Ministries, Inc., Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. <u>Employment and Business Opportunities</u>

Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. 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. <u>Drug Free Workplace</u>

In accordance with 24 CFR part 24, subpart F, Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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. <u>Timely Expenditure of Funds</u>

In accordance with 24 CFR 85.43, if Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. agrees to obtain all necessary permits for intended improvements or activities.

P. <u>Assignment of Contract</u>

Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. <u>Affirmative Marketing Plan</u>

Antioch Ministries, Inc., Inc. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. will not discriminate against any person applying for shelter on the basis of religion. Antioch Ministries, Inc., Inc. 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. <u>Indirect Costs</u>

Indirect costs will only be paid if Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. cures any breach of the contract. If Antioch

Ministries, Inc., Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

- B. Notwithstanding the above, Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. will receive all notices at the address indicated below:

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

Antioch Ministries, Inc. 1378 Laney Walker Blvd. Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. 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

Antioch Ministries, Inc., Inc. 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, Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. AMI 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, Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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 Antioch Ministries, Inc., Inc. 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:		<u>AUGUSTA, GEOR</u> (Augusta)	<u>GIA</u>
Approved as to	form:Augusta, GA Law Departme	Date:	
	rugusu, orr buw beparanc		
Ву:	Garnett L. Johnson	Date:	
	As its Mayor		
Ву:	Takiyah A. Douse As its Interim Administrator	Date:	
Ву:	Hawthorne Welcher, Jr. As its Director, HCD	Date:	
SEAL			
Lena Bonner As its Clerk			
ATTEST:		Antioch Ministries, Inc., Inc. (Grantee)	
		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

Antioch Ministries, Inc., Inc. 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 15th of the month for each new quarter.
- 2. Annual Progress Report (January 16th)
- 3. Audit/Financial Report by April 30th
- 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. Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. 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').
- 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 \$228,482.00 in Year 2023 HOME Investment Partnerships Funds to Antioch Ministries, Inc., Inc.. 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 Antioch Ministries, Inc., Inc. in accordance with the attached drawdown schedule and budget.
- 3. With HCD approval, Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. 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. Antioch Ministries, Inc., Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Antioch Ministries, Inc., Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Antioch Ministries, Inc., Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Antioch Ministries, Inc., Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. 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

ANTIOCH MINISTRIES, INC., INC. 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.



Augusta Commission Meeting

April 18, 2023

HCD_ Lead Hazard Reduction Program - RFQ 22-188

Department:

HCD

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

Motion to **approve** quantity (1) Lead Hazard Reduction Projects. RFQ 22-188. (Approved by Administrative Services Committee April 11, 2023)

Background:

On November 21, 2019, HUD awarded \$3.3 million, to the State of Georgia as part of the record investment of \$314 million nationwide: to 77 state and local government agencies that will help protect Augusta, Georgia's children and families from lead-based paint and home health hazards.

The Lead-Based Paint Hazard Reduction Program (LBP) grants include \$3,000,000 in LBP funding and \$300,000 in HUD's Healthy Homes Supplemental funding. The LBP grants include \$30 million nationwide in HUD's Healthy Homes Supplemental funding to help communities address housing-related health and safety hazards, in addition to lead-based paint hazards.

Address: 1114 Miller St. August Ga. 30901, Contractor: Clean & Green,

Budget: \$29,000, Project Type: Lead Hazard Reduction

Lead Hazard Reduction

This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the unit meets the minimum program requirements. These requirements include, but are not limited to: the unit must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard activity; and registered with the **Georgia Department of the Environment Lead Poisoning Prevention Program.**

Analysis:

Commission approved the pre-qualified vendors to participate in the program as RFQ 22-188. 2 vendors were pre-qualified. Only one bid was received for the 1114 Miller St. property. Approval of this request will allow the homeowner to participate in the City of Augusta Lead Safe Housing Initiative.

Financial Impact: Augusta, Georgia receives funding from HUD annually.

Alternatives: Deny HCD's Request

Recommendation: Motion to approve HCD's request to address lead hazards. Quantity (1) Lead

Hazard Rehabilitation Project.

Funds are available in the following accounts:Lead Grant: Total Amount Requested: \$29,000
221073227- 5211120 Contractional Services

REVIEWED AND Procurement

APPROVED BY: Finance

Law

Administrator

Clerk of Commission

Item 16.

AHCDD Form 508 (Rev. 05/04)

AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

CONSTRUCTION CONTRACT - REPAIR PROJECT

Date:

3/20/2022

This ac	reement	is	between	(Con	tractor) :
1 1 1 1 U U U U	,, 00,,,0,,,		201110011	100:	uactor	

Clean and Green Environmental Property Solutions Group Inc.

3245 Peachtree Pkwy, Suite D-468

Suwanee, GA 30024

And: Augusta Housing & Community Development Department

510 Fenwick St.

Augusta, Georgia 30901

Project: Augusta Homeowner

1114 Miller St. Augusta Ga, 30901

Project # Lead Hazard Reduction

The Contractor agrees to furnish all labor and materials to complete in good, workmanlike manner repairs to the property shown above, for the total sum of **TWENTY NINE THOUSAND DOLLARS** - **\$29,000.00**. All work will be accomplished in accordance with the attached Work Write-Up, and Housing and Urban Development Lead Hazard and Healthy Homes Guidelines.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **10** working days of the date of this contract.

The undersigned, having reviewed and understood this contract, agrees to the terms as specified above and in the attached contract documents.

Hawthorne Welcher, Director Housing & Community Development Department	Contractor, Clean and Green
Witness:	
SWORN TO AND SUBSCRIBED BEFORE ME, THIS	
DAY OF, 20_	<u></u> .
Notary Public, State of Georgia	(SEAL)

Item 16.

AHCDD Form 508 (Rev. 05/04)

AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

CONSTRUCTION CONTRACT - REPAIR PROJECT

Date: 3/20/2022

Appro	ved as to Form:
Ву:	Takiyah A Douse As its Interim Administrator
Ву	Hawthorne Welcher, Jr. As its Director, HCD



_Housing and Community Development Department

Hawthorne E. Welcher, Jr. Director

Shauntia Lewis Deputy Director

January 11, 2023

INVITATION TO BID, DELIVERED VIA EMAIL AND MAIL

Re: Lead Hazard Remediation

To Whom It May Concern,

The Augusta Housing and Community Development Department (HCD) is seeking bids for the following (4) addresses, a walk through will be held on 1/20/2023 beginning at **9:30am** at **1317 Holden St. Augusta GA 30901**. We will move to the following addresses below:

- 1. 1317 Holden St. Augusta, GA 30904
- 2. 1114 Miller St. Augusta, GA 30901
- 3. 1313 Emmett St. Augusta Ga 30901
- 4. 1651 Douglas St. Augusta, Ga 30904

Please submit all bids to the address: by email or 510 Fenwick St Augusta, Ga 30901 on 1/25/2023 by 12:00 pm

Housing and Community Development Department Attn: Lead Hazard Reduction Program 510 Fenwick Street Augusta, GA. 30901

If you have any questions or need additional information, please feel free to call me at **706-726-6828** or Lead Hazard Environmental Control Specialist, at **706-564-8726**.

Regards,

Darrell Grant Supervising Manager



Item 16.

AHCDD Form 504

(Rev. 10/05)

AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

Lead Hazard Reduction BID TABULATION SHEET

Date: 01/27/2023

Time: 11:00 AM

	PROJECT: 1114 MILLER ST KANTRESE RUFFIN		
CONTRACTOR			
National Environmental Solutions Inc.	NO SHOW		
Clean & Green	\$29,000		
Upper Bid Limit	\$31,895		
AHCDD Estimate	\$28,995		
Lower Bid Limit	\$26,095		
NOTES:	 Bid is outside acce Excessive bid error Already awarded m 	S.	



RFQ Opening - RFQ Item #22-188

Lead Grant Hazard Reduction Program for Augusta, GA –
Housing and Community Development
Date: Wednesday, April 20, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23

Total Number Specifications Download (Demandstar): 4

Total Electronic Notifications (Demandstar): 123

Georgia Procurement Registry: 208
Total packages submitted: 6

Total Noncompliant: 0

· · · · · · · · · · · · · · · · · · ·						
VENDORS	* Pre-Qualified Areas	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies
G & P Construction, Hauling and Environmental, LLC 317 Reynold Street Augusta, SC 30901	2	Yes	877166	Yes	Yes	Yes
Clean And Green Environmental 3245 Peachtree Pkwy. Suite D-468 Suwanee, GA 30024	1, 2, 3 and 4	Yes	1817653	Yes	Yes	Yes
GLE Associates, Inc. 1100 Spring Street NW Suite 820 Atlanta, GA 30309	4	Yes	267171	Yes	Yes	Yes
Blounts Complete Home Services, Inc. 2907C Tobacco Rd Hephzibah, GA 30815	2	Yes	209640	Yes	Yes	Yes
National Environmental Solutions Inc. PO Box 220 Sautee, GA 30571	1, 2, 3, and 4	Yes	1367349	Yes	Yes	Yes
Enviro Masters Inc. 2790 US-27 Carrollton, GA 30117		N	o Respons Submittal	e		

*Pre-Qualfied Lead Service Areas:

- 1 Certified Lead Abate Contractor
- 2 Certfied Lead RRP Contractor
- 3 Certified Lead Inspector/Risk Assessor
- 4 Clearance Inspector



Augusta Commission Meeting

April 18, 2023

Charles B. Webster Detention Center – Change Order for Shower Replacement

Department: Central Services Department

Presenter: Ron Lampkin

Caption: Motion to approve a change order of purchase order (440254) for the

additional coating of shower door frames at Charles B. Webster Detention Center - A, B, C and E Pods in the amount of \$21,600.00 to Tri Solutions, Inc.(Approved by Administrative Services Committee April 11, 2023)

Background: The original scope of work for PO 440254 included the removal of the

existing shower floors and wall materials, and the application of new Epoxy

on the previously mentioned areas.

A second, independent, project was scheduled for the replacement of shower doors, partitions, and frames. The scope related to the second project was

modified. Due to this change the door frames would require to the

application of Epoxy, therefore it is being included as part of PO 440254.

Analysis: Tri Solutions Inc. will remove the existing shower flooring and base material

and proceed with the application of new Epoxy on shower walls, floors, and

shower door frames at the Charles B. Webster Detention Center.

Financial Impact: Original Purchase Order Amount: \$265,160.00

Revised Purchase order Amount: \$286,760.00

\$21,600.00

329-05-1120 / 54.13120

222-05-9622 / 54.13120

Alternatives: A – Approve the request; B – Do not approve the request

Recommendation: Approve a change order of purchase order (440254) for the additional

coating of the shower door frames at Charles B. Webster Detention Center A,

B, C and E Pods in the amount of \$21,600.00.

Funds are available in \$21,600.00

the following accounts: 329-05-1120 / 54.13120

222-05-9622 / 54.13120

DEPARTMENT NUMBER Account Number Below DEPARTMENT NAME Central Services Department

DEPARTMENTHEAD

AUGUSTA-RICHMOND COUNTY GEORGIA PURCHASING DEPARTMENT

REQUISITION

REQUISITION DATE 3/1/2023

PURCHASE ORDER DATE PURCHASE ORDER NUMBER

REQUISITION

	7		NAME O	NAME OF BIDDER	NAME O	NAME OF BIDDER
		VENDOR	Tri Solutions Inc.	ic.		
		PHONE NUMBER				
NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
-	Change Order #1 to Purchase Order (440254)	-		21 600.00		
2	Due to the additional coating to the shower door					
ω	frames at Charles B. Webster Detentions Center					
4						
CH						
o	329051120/5413120					
7	222059622/5413120					
œ						
9						
10						
11						
12						
33						
‡						
16						
6						
17						
18						
19						
20						
2						
TOTAL BID	LBID		\$21,600,00			
SHIPP	SHIPPING CHARGES					
DELIV	DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER					



Central Services Department

Ron Lampkin, Interim Director Maria Rivera Rivera, Deputy Director

Central Services Department 2760 Peach Orchard Rd. Augusta GA 30906 Phone: (706) 821-7174

MEMORANDUM

TO:

Geri Sams, Director, Procurement Department

FROM:

Ron Lampkin, Interim Director, Central Services Department

DATE:

March 1, 2023

SUBJECT:

Change Order Request

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order P440254 amended.

Purchase order P440254 needs to be amended in the amount of \$21,600.00 due to the addition coating to the shower door frames at Charles B. Webster Detention Center A, B, C, and E Pods.

Original Purchase Order Amount

\$265,160.00

Revised Purchase Order Amount

\$286,760.00

Your assistance would be greatly appreciated.

Attachments: Purchase Order P440254

Propose Change Order – Tri Solutions

Cc:

Ron Lampkin Maria Rivera Rivera

PURCHASE ORDER

10/06/22

25569

AUGUSTA, GEORGIA SLITE 605, PROCUREMENT DEPARTMENT 835 TELFAIR STREET, MUNICIPAL BUILDING 1000

AUGUSTA, GEORGIA 30801-2377 PHONE: (706) 821-2422 PURCHASE ORDER NO. Page 1 of 1 DEPARTMENT P440254 VENDOR PHONE D51120 REQUISITION/QUOTE NO. (803) 528-3454 ext: R366735 E-VERIFY # 1371892 JOHNUGTILERESTORATIONING.COM

VENDOR

VENDOR #

TRI SOLUTIONS INC. 712 SUMMIT AVE KINSTON, NC 28501

ATTN:

BID NUMBER:

CONTRACT #: BUYER:

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

BILL TO:

AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 536 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (708) 821-2335

ALL INVOICES AND CORRESPONDENCE MIST BE RELIED

TEM # QUANTITY UNIT	F.C. C.	ABOVE ADDRESS REGARDLES	IS OF SHIPPING DESTINA	TION,
	PRODUCTID	DESCRIPTION	UNIT PRICE	AMOUNT
PROVED BY AUGUSTA, GA MMISSION, 9/5/2022, MMS *23.				
001 1		LABOR & MATERIALS FOR SOYSTEP EPOXY FLOORING & WALLS INSTALLATION IN A, B, C. & B FOD SHOWERS (TOTAL OF 51 SHOWERS)	265,160.00	265,160.
		329-05-1120/54-13120		
			ì	
The state of the s				
DITIONS - READ CAREFULLY				

- CONDITIONS READ CAREFULLY

 1. The purchaser is exempt by durine from payment of Federal, State, and Municipal sales, exids and other faces.

 2. Styleping charge-epropoid by vendor.

 3. Payment will be made on comprise shiprocrits only unless otherwise requested.

- 4. DELIVERY TICKET MUST ACCOMPANY GOODS.

 5. No back orders. We will reorder if aveilable. Please make deliveries between 9 A.M. and 4 P.M.
- Please make occurred between a x.m. and a x.m.
 All goods received with autosequent privilege to impect and return at Vandar's expense (if defective or not in camplishop with our speakingstions.
 Indeer dativery if necessary.

NET TOTAL.....

265,160.00

APPROVED FOR ISSUE

4. A. Sams

VENDOR COPY

PROCUREMENT DIRECTOR



Corporate Office: 712 Summit Ave, Kinston, NC 28501 South Carolina Office: 7001 St Andrews Road, #370, Columbia, SC 29212

Phone: 1-866-327-4600 Fax: 1-252-376-1452

Maria Rivera-Rivera
Augusta-Richmond County
2760 Peach Orchard Rd Augusta SC
30906

Phone:706-821-1629

Fax:

Email: MRivera-Rivera@augustaga.gov

Date: 02/08/2023 Rep: John Upchurch Cell: 803-528-3454

Email: johnu@tilerestorationinc.com

Quote for - Augusta-Richmond County WDC Pods A, B, C & E Shower Door Frames

Units Process
1 180 ChromaGLA

^{**}Pricing Based on Completing all the Door Frames during the Same Mobilizations as the SoySTEP Installation**

50% of Proposal Due Before Work is Scheduled

Deposit Due:

Sales and Use Tax:

\$0.00

Terms: Net 20 Days

Total:

\$21,600.00

A fee of 3% will be added for all all Credit Card transactions
Please Remit All Contracts, PO's and Payments To:
TRI Solutions, Inc. 712 Summit Avenue, Kinston, NC 28501

By signing this proposal; I acknowledge that I have read and accepted the terms and conditions contained herein.

Name	
144116	DATE

Proposal Valid for 30 Days Delivery to Job and Installation is included.

You have three (3) days from the date of our agreement to cancel this order.

If you wish to cancel after the 3 days you will be responsible to pay some or all of the total price.

Materials are specific to each job application. A deposit is required prior to the scheduling of each project.

Standard warranty offers a full (1) year warranty on materials and labor from date of purchase according to Terms and Conditions. Warranty will provide replacement of material and needed labor in the event that TRI Solutions Inc materials prove defective and provided materials are installed in strict compliance by Certified TRI Solutions Inc installation technicians. Samples are only representative of what will be installed in your project. Improperly cured or prepared subfloor

^{***}Excludes Floor Protection***

^{***}Excludes Temporary barriers or Barricades***

which is specified in your new construction along with the sub floor being level, structurally sound, free of residual solvent(s), moisture free and fully cured is the responsibility of the General Contractor, Construction Company or the Project Superintendent. All services guaranteed as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from this proposal involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Evidence of Insurance will be provided upon request. Any special requirements or endorsements may incur additional charges. We do not waive any rights of subjugation against contractor or owner for any loss covered by insurance of any type. Notwithstanding the foregoing, in no event will TRI Solutions Inc be responsible for damages due to delays beyond TRI Solutions Inc reasonable control.

TRI Solutions inc warrants and guarantees that all Materials and equipment furnished shall be new unless otherwise specified, and that all Work will be of the specified quality, free from faults or defects in Materials or workmanship, and in accordance with requirements.

All TRI Solutions Inc services require a minimum of 72 of cure time before they can be exposed to moisture. If this timeline is not adhered to the customer takes full responsibility for any damage or performance issues that may result. Epoxies chalk and yellow with age, extended exposure to UV and artificial lighting. Lack of ventilation, incomplete mixing, miscatalyzation or the use of heaters that emit carbon dioxide and carbon monoxide during application and initial stages of curing may cause amine blush, possibly affecting adhesion of subsequent topcoats.

TRI Solutions Inc will take all precaution to protect adjoining flooring, walls, materials etcetera from exposure to water and/or chemicals. Any damage that may occur from contact from water and/or chemical is not the responsibility of TRI Solutions Inc. or its staff.

TRI Solutions Inc marketing will send periodic email communication informing you of various service offerings. At any time you wish to stop receiving this information you may opt out from within the email received or contact our office.

I hereby give Tile Solutions inc. authorization to do the work specified and payment will be made as outlined above.

Suspending Services for Non Payment. If the client, other than as allowed by the Contract or other than due to the fault of TRI Solutions Inc., fails to pay TRI Solutions Inc undisputed amounts due within thirty (30) days after the time that such amounts are due to be paid, TRI Solutions Inc may, upon seven (7) additional days' written notice to the client, stop the Work until payment of such undisputed amount is paid. The Contract Time and Contract Sum shall be extended appropriately to reflect TRI Solutions Inc reasonable costs of shut-down, delay, and start-up.

Standard of Care. It is agreed that TRI Solutions Inc expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether TRI Solutions Inc performed its services consistent with "Standard of Care")

Limitation of Damages. Neither party shall be liable to the other party for lost revenues, lost profits or other incidental, indirect, special, consequential, or exemplary damages in connection with this Agreement or performance here-under, whether or not a party has been advised by the other party of the probability of such damage or loss, whether such damage or loss arises in contract, tort, including negligence, strict liability or otherwise. The Contractor, Owner, or End users sole remedy under this Agreement for any Products, Services, or Labor that fail to conform to the applicable Specifications or otherwise for TRI Solutions breach of this Agreement shall be the repair or replacement of the Products, Services or a refund of the amount actually paid to TRI Solutions by Contractor, Owner, or End User for specific Product or Services provided. Claims for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages only up to the aggregate amount of contract disbursed as of the time the dispute arises.

SaniGLAZE Restoration Service are warranted against material defects and workmanship and extends indefinitely as long as the EverGLAZE Program as prescribed is incorporated in the ongoing maintenance. Glazing Compound colors on color chart represent actual Glazing Compound material. Once applied, colors may vary depending on original grout color, porosity, and other factors.

SaniMAX and SaniMAX - C Polymer Coating Provides a 36 Month (3 year) wear warranty. Product is warranted against defects and excessive surface wear (loss of more than 10%) of coating based on the entire area installed. In support of this warranty TRI Solutions Inc will repair or resurface areas at its sole discretion.

Property must remain in the possession of the original customer.

Coating has not been subject to accident, misuse or abuse (i.e. rolling chairs, or equipment on metal castors which grind through system surface.) This warranty does not cover a coating that has been modified, altered, defaced, or had repairs made or attempted by others. TRI Solutions must be immediately notified in writing within ten (10) days of first knowledge of defect by owner or his agent. Under no circumstances shall manufacturer be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use because of construction defect.



Augusta Commission Meeting

April 18, 2023

AEDA Row Valencia

Department: Administrator's Office

Presenter: Cal Wray

Caption: Motion to **approve** the motion for Augusta, Georgia to accept property as

recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way to become a public road to be maintained by Augusta, Georgia.(Approved by Administrative Services Committee April 11,

2023)

Background: Valencia Way serves the 1,794 acre Augusta Corporate Park and is the sole

entrance to the park. It is accessed by Mike Padgett Highway. A portion of the road was originally constructed to serve the Starbucks facility and the balance of the roadway, both existing and future, will serve 3 major industries planned and/or under construction within the Augusta Corporate

Park. Aurubis has \$690 million of construction underway currently, with Denkai and PCT to follow by the end of 2023. The original road

construction was directed by the AEDA to Augusta, Georgia standards with

their consultation and approval.

Analysis: The Augusta Corporate Park is currently home to Starbucks, Aurubis

Richmond, and is the future home of Denkai America and PureCycle Technologies. Other parcels within the park are still marketed for future industrial suitors looking to expand into Richmond County. In total, an additional 200+ acres will be developed for industrial facilities. Currently, Water, Sewer, Natural Gas, Fiber, and Electrical infrastructure are being expanded in the ROW as recorded on Book 17 Page 159 in defined utility corridors. We are also planning a road expansion and have applied for \$6.8 million of funding to add two additional lanes to Valencia Way which are

accounted for in the proposed ROW.

Financial Impact: Augusta, Georgia will not be responsible for any initial construction costs

and the only financial obligation to the city will be for routine maintenance

of the roadway and associated right-of-way.

After Construction of Phase I and II for Aurubis their tax payments over the next 30 years are estimated at \$42,767,161.73. Denkai, PCT, and future

tenants will only add to this tax base.

Alternatives: N/A

Item 18.

Recommendation: Approve the motion for Augusta, Georgia to accept property as recorded in

book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way

to become a public road to be maintained by Augusta, Georgia.

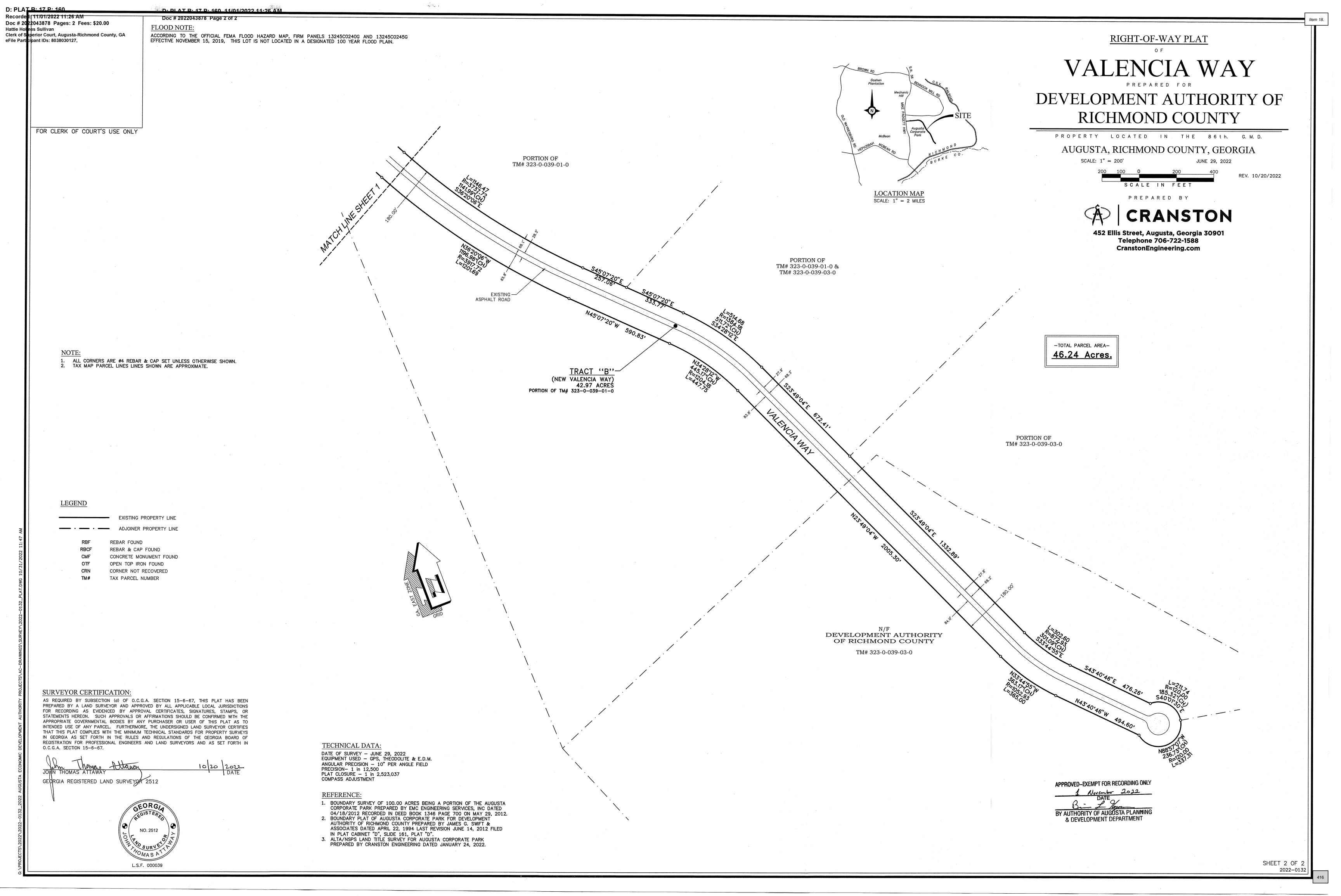
Funds are available in

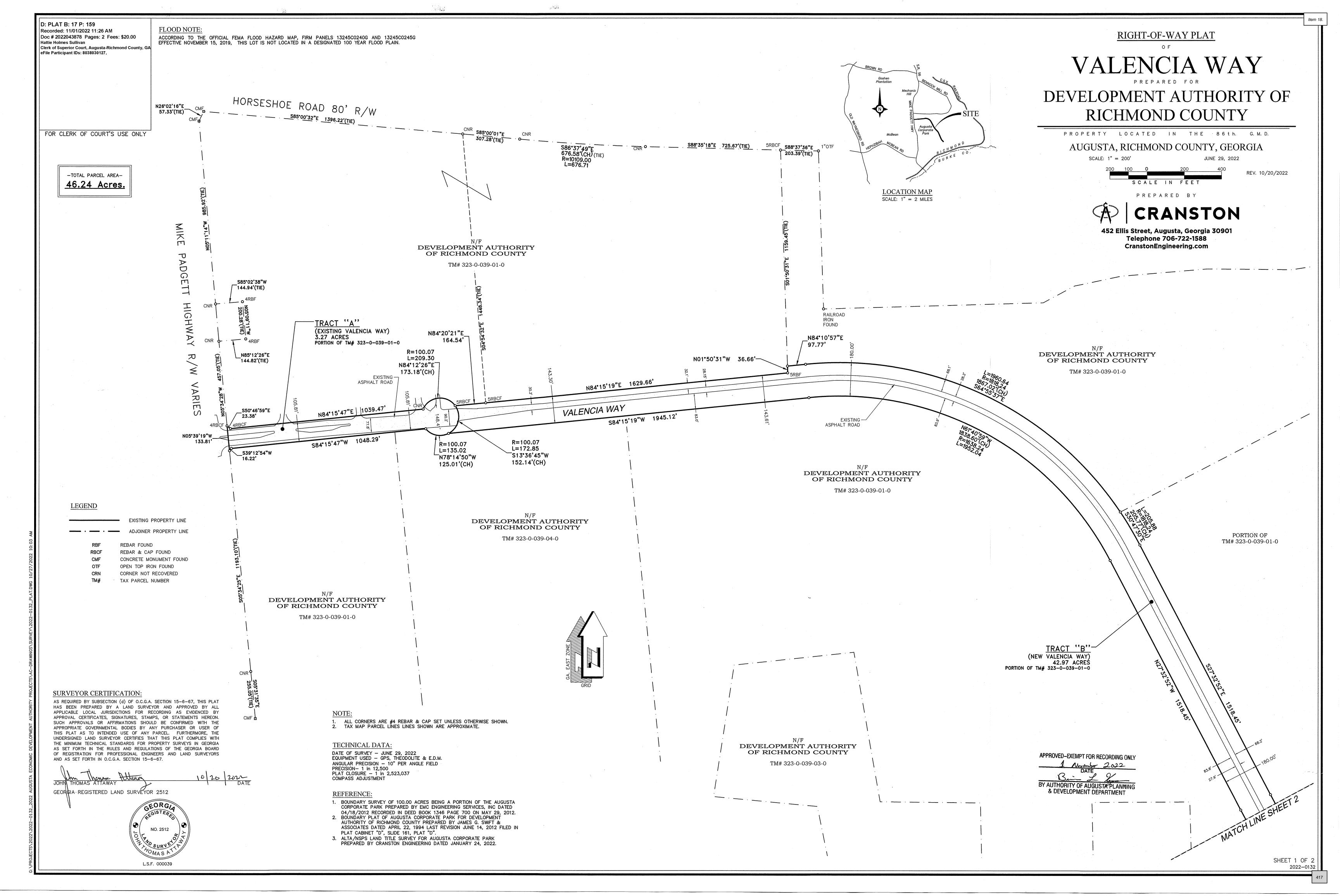
N/A

the following accounts:

N/A

REVIEWED AND APPROVED BY:







Augusta Commission Meeting

April 18, 2023

HCD_ Laney Walker Development Corporation Funding Request

Department:

HCD

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

Motion to **approve** Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit.(**Approved by Administrative Services Committee April 11, 2023**)

Background:

Housing and Community Development and Laney Walker Development Corporation has a long history of working together to promote affordable housing within the Laney Walker Community. Laney Walker Development Corporation has a proven track record of single family development within the community. HCD along with WD Communities has agreed to partner to fund 50/50 on the development of five units on Miller Street. HCD is requesting to provide HOME funds to assist in construction of five (5) units. HCD will provide 50% of total development cost and a developer's fee of three units while allowing LWDC to maintain the proceeds to construct the remaining two units.

Laney Walker is requesting for three (3) of five (5):

- 1227 Miller Street, Augusta, GA 30901: Total Construction Cost: \$230,000.00 Total Request \$240,000.00 \$ 125,000.00 HOME Funds in which \$10,000 per unit in Developers Fee and \$ 115,000.00 WD Communities Funds
- 1231 Miller Street, Augusta, GA 30901: Total Construction Cost: \$230,000.00 Total Request \$240,000.00 \$ 125,000.00 HOME Funds in which \$10,000 per unit in Developers Fee and \$ 115,000.00 WD Communities Funds
- 1233 Miller Street, Augusta, GA 30901: Total Construction Cost: \$230,000.00 Total Request \$240,000.00 \$ 125,000.00 HOME Funds in which \$10,000 per unit in Developers Fee and \$ 115,000.00 WD Communities Funds

The funding request is to assist with the cost associated with the constru of five (5) single family unit.

Approval of the contract will allow the partnership to construct (5) single **Analysis:**

family units in the Laney Walker Community on Miller Street area to aid in

the fight of blight.

HCD will utilize Home Investment Partnership (HOME) received through its **Financial Impact:**

annual allocation from Housing and Urban Development in the amount of \$ 375,000.00 to assist in the construction of three (3) single family affordable

housing units.

Do not approve HCD's Request. **Alternatives:**

Motion to approve Housing and Community Development Department's **Recommendation:**

(HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new

construction of five (5) single family unit.

Funds are available in

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

HOME Funds: 22107 3212

Procurement REVIEWED AND

APPROVED BY: Finance

Law

Administrator

Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

LANEY WALKER DEVELOPMENT CORPORATION In Partnership with WARRICK DUNN COMMUNITIES

In the amount of

\$ 240,000.00

Two Hundred Forty Thousand Dollars & 00/100

For Fiscal Year 2020

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"1227 Miller Street - Single Family"

THIS AGREEMENT ("Contract"), is made and entered into as of the _____ day of _____, 2020 ("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 Laney Walker Development Corporation, a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called "LWDC") 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, Laney Walker Development Corporation 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 2020 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Laney Walker Development Corporation 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, Laney Walker Development Corporation has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Laney Walker Development Corporation has been selected and approved to partner with Warrick Dunn Communities as development partners to assist in the development of the Miller Street area.

WHEREAS, Warrick Dunn Communities has agreed to match HOME funds 50% of total construction cost in form of reimbursement.

WHEREAS, Laney Walker Development Corporation has requested, and Augusta has approved a total of \$ 240,000.00 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

Laney Walker Development Corporation agrees to utilize approved HOME funds to support project related costs associated with property located at 1227 Miller 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, ordinces and regulations of Augusta
- v. All projects are to posses 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.
 - If at the time of construction, there is no approved homebuyer,
 LWDC must utilize the services of a licensed Realtor to market and sale the unit.

B. <u>Use of Funds</u>

HOME Program funds shall be used by Laney Walker Development Corporation 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 \$ 115,000.00 in a HOME funds and \$ 115,000.00 in WD Communities funding shall be expended by Laney Walker Development Corporation from Year 2020 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1227 Miller Street in the Laney Walker 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. 1227 Miller Street, Augusta, Georgia 30901

b. <u>Developer's Fee</u>

An amount not to exceed \$ 10,000.00 in a HOME funds shall be provided to Laney Walker Development Corporation from Year 2020 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Laney Walker Community. Developer's Fee will be dispersed when construction is 100% completed and a certificate of occupancy is received.

Initial:	
munu.	

C. Program Location and Specific Goals to be Achieved

Laney-Walker shall conduct project development activities and related services in its project area that incorporates the following boundaries: James Brown Blvd. on the West; 12th Street on the East; Wrightsboro Road on the South; and Laney Walker Blvd on the North and its designated geographic boundaries approved by AHCD.

D. <u>Project Eligibility Determination</u>

It has been determined that the use of HOME Program funds by Laney Walker Development Corporation 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, Laney Walker Development Corporation 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

Laney Walker Development Corporation will be compensated in accordance with this 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. Laney Walker Development Corporation will carry out this project with implementation oversight provided by HCD. Laney Walker Development Corporation agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Laney Walker Development Corporation, 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: \$125,000.00 HOME funds & \$115,000.00 WD Communities funding under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Laney Walker Development Corporation 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) located in Appendix B. For invoicing, Laney Walker Development Corporation 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 Laney Walker Development Corporation performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Laney Walker Development Corporation and procured 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 theU. 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.

T T	
Initial:	
munu.	

B. **Project Financing**

HCD will fund fifty percent (50%) and WD Communities will provide fifty percent (50) of the total construction costs of this single project and seeks to provide Laney Walker Development Corporation with the necessary Agreement.

Augusta Housing and Community Development will fund LWDC fifty percent (50%) of construction on three units (1227 Miller Street, 1231 Miller Street, and 1233 Miller Street). As LWDC agrees to work in sole partnership with HCD and WD Communities in the development of units.

LWDC agrees to utilize proceeds from sale of the three properties to further the construction of five additional HOME eligible units on Miller Street. At the sale of the final unit on Miller Street, Laney Walker will provide HCD with 50% of the sales proceeds.

The Augusta Housing and Community Development Department (AHCD) and WD Communities will fund no more than \$ 240,000.00 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:	
muuai.	

C. Timetable for Completion of Project Activities

Laney Walker Development Corporation shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Laney Walker Development Corporation 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. <u>Liquidated Damages</u>

 Laney Walker Development Corporation 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.

T 1	
Initial	

D. Project Budget: Limitations

1. Laney Walker Development Corporation shall be paid a total consideration of no more than \$ 240,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Laney Walker Development Corporation. 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 Laney Walker Development Corporation.

2. Laney Walker Development Corporation shall adhere to the following budget in the performance of this contract:

Construction \$ **230,000.00** (50% HOME & 50% WD Communities)

Developer's Fee 10,000.00

TOTAL HOME PROJECT COST: \$ 240,000.00

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 Laney Walker Development Corporation (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 Laney Walker Development Corporation or any contractor/subcontractor hereunder. All

- payments to Laney Walker Development Corporation by Augusta will be made on a per performance request through the AIA Document.
- B. Laney Walker Development Corporation shall maintain a separate account and accounting process for HOME funding sources.
- C. Laney Walker Development Corporation shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Laney Walker Development Corporation 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 Laney Walker Development Corporation 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. Laney Walker Development Corporation shall maintain an adequate financial system and internal fiscal controls.
- H. <u>Unexpended funds</u> shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Laney Walker Development Corporation.

T 1	
Initial:	
muna.	

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Laney Walker Development Corporation 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 Laney Walker Development Corporation. 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 Laney Walker Development Corporation 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 Laney Walker Development Corporation. In such instances, Laney Walker Development Corporation 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 Laney Walker Development Corporation.
- 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

Laney Walker Development Corporation 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 Laney Walker Development Corporation publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Laney Walker Development Corporation 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 Laney Walker Development Corporation 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. <u>General</u>: Laney Walker Development Corporation 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, Laney Walker Development Corporation 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 <u>Matters</u>: 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

Laney Walker Development Corporation 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), Laney Walker Development Corporation 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. <u>Displacement and Relocation</u>

Laney Walker Development Corporation 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

Laney Walker Development Corporation 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. Laney Walker Development Corporation will in all solicitations or advertisements for employees placed by or on behalf of Laney Walker Development Corporation; 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

Laney Walker Development Corporation 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, Laney Walker Development Corporation 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

Laney Walker Development Corporation 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, Laney Walker Development Corporation 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 Laney Walker Development Corporation 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 Laney Walker Development Corporation 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 Laney Walker Development Corporation shall obligate and expend its funds as designated under ARTICLE II. (B).

O. <u>Compliance with Laws and Permits</u>

Laney Walker Development Corporation 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. Laney Walker Development Corporation agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Laney Walker Development Corporation 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

Laney Walker Development Corporation 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. <u>Affirmative Action</u>

Laney Walker Development Corporation will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Laney Walker Development Corporation 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 Laney Walker Development Corporation 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. Laney Walker Development Corporation 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. Laney Walker Development Corporation agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. <u>Affirmative Marketing Plan</u>

Laney Walker Development Corporation and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Laney Walker Development Corporation 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. Laney Walker Development Corporation will not discriminate against any person applying for shelter on the basis of religion. Laney Walker Development Corporation 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 Laney Walker Development Corporation 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, Laney Walker Development Corporation 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 Laney Walker Development Corporation 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 Laney Walker Development Corporation cures any breach of the contract. If Laney Walker Development Corporation fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.
- B. Notwithstanding the above, Laney Walker Development Corporation 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 Laney Walker Development Corporation 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 Laney Walker Development Corporation breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Laney Walker Development Corporation 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

Laney Walker Development Corporation will receive all notices at the address indicated below:

Laney Walker Development Corporation 851 Laney Walker Blvd. Augusta, Georgia 30901

WD Communities will receive all notices at the address indicated below:

Warrick Dunn Communities
ATTN: Warrick Dunn
229 Peachtree Street, NE, Suite 675
Atlanta, GA 30303

ARTICLE XII. INDEMNIFICATION

Laney Walker Development Corporation 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, Laney Walker Development Corporation 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

Laney Walker Development Corporation 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, Laney Walker Development Corporation 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 Laney Walker Development Corporation handling or charged with the responsibility for handling funds and property pursuant to this contract. LWDC 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, Laney Walker Development Corporation 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 Laney Walker Development Corporation 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 Laney Walker Development Corporation 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, GEORG (Augusta)	<u>IA</u>
Approved as to	form:Augusta, GA Law Depar	Date:	
Ву:	Garnett L. Johnson As its Mayor	Date:	
Ву:	Takiyah A. Douse As its Interim Administrator	Date:	
Ву:	Hawthorne Welcher, Jr. As its Director, HCD	Date:	
SEAL			
Lena Bonner As its Clerk			
ATTEST:	LANEY WAI	LKER DEVELOPMENT CORPORATION_	_
		BY:	Date
ATTEST:		WD COMMUNITIES	
		BY:	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

Laney Walker Development Corporation 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 15th of the month for each new quarter.
- 2. Annual Progress Report (January 16th)
- 3. Audit/Financial Report by April 30th
- 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. Laney Walker Development Corporation 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. Laney Walker Development Corporation 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').
- 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 \$125,000.00 in Year 2020 HOME Investment Partnerships Funds and \$ 115,000.00 in WD Communities funds to Laney Walker Development Corporation. 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 Laney Walker Development Corporation in accordance with the attached drawdown schedule and budget.
- 3. With HCD approval, Laney Walker Development Corporation 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. Laney Walker Development Corporation 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. Laney Walker Development Corporation must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Laney Walker Development Corporation must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Laney Walker Development Corporation 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

LANEY WALKER DEVELOPMENT CORPORATION 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.



Augusta Commission Meeting

April 18, 2023

HCD_MOU in partnership with Growing Augusta Approval Request

Department:

HCD

Presenter:

Hawthorne Welcher, Jr. and/or HCD Staff

Caption:

Motion to **approve** HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community. (**Approved by Administrative Services Committee April 11, 2023**)

Background:

Growing Augusta: Arts, Agriculture, & Agency

GA has consistently worked with Farmers and hobby growers to promote agritourism, offering their support and advocacy, while providing fresh food and produce to food desert areas. Coupled with live grassroots music in the Greater Augusta River Region since 2004, they developed partnerships with local municipalities, non-profit organizations, small businesses, international interests, and featured home-grown professional musicians and student groups as well as touring groups.

This objective involves continuing a Farmers' Market in South Augusta which will provide fresh food and produce to the community with an emphasis on food desert areas, coupled with providing culture and the arts via live grassroots music.

Partnership Responsibilities

- HCD to provide a total of \$10,000 (Ten Thousand Dollars and 0/100) for marketing and entertainment purposes divided over the two (2) year agreement period (2023-2024)
- HCD will work with GA to identify additional event locations for future purposes
- GA will provide live music entertainment for the event
- HCD to work with GA to establish tentative dates for future event
- HCD and GA to agree upon fees for the events that will be paid to GA
- HCD and GA to identify food vendors that will provide produce for event

Item 20.

• HCD will secure the initial location in South Augusta

• HCD and GA will facilitate the setup and clean-up following the event

<u>Address</u> <u>Budget</u> <u>Project Type</u>

Location, South Augusta \$10,000 Special Projects

Analysis: Approval of this request will allow the South Augusta Farmers' Market to continue

in partnership with HCD and GA

Financial Impact: Funding: General Funds

Org Key: 221073110-5212119

Contract amount: \$10,000

Alternatives: Deny

Recommendation: Motion to approve HCD's request to continue a partnership with Growing Augusta

(GA) to continue a farmers' market within the South Augusta community

Funds are available in

the following accounts:

Funding: General Funds

Org Key: 221073110-5212119

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

Memorandum of Understanding

Between

Housing & Community Development/Growing Augusta: Arts, Agriculture, & Agency Partnership Two Year Agreement

This Memorandum of Understanding ("MOU") is entered into on the ____ day of _______, 2023 by and between the Augusta, GA's Housing and Community Development Department (HCD), and Growing Augusta: Arts, Agriculture, & Agency, (GA). HCD serves as Augusta, GA's manager for the Laney Walker Bethlehem Revitalization Program. GA has consistently worked with Farmers and hobby growers to promote agri-tourism, offering their support and advocacy, while providing fresh food and produce to food desert areas. Coupled with live grassroots music in the Greater Augusta River Region since 2004, they developed partnerships with local municipalities, non-profit organizations, small businesses, international interests, and featured home-grown professional musicians and student groups as well as touring groups.

The above-named parties to this Memorandum of Understanding recognize the importance of facilitating events with Housing & Community Development that entail preserving the heritage of the Laney Walker Bethlehem Community as well as increasing economic development through local businesses. It is expected that a signed Partnership Agreement will evolve from this MOU.

Whereas, Augusta Housing and Community Development (HCD) is a Department of Augusta with a primary focus on creating positive change by promoting self-sufficiency through partnership in economic development, quality housing, and neighborhood reinvestment. Growing Augusta: Arts, Agriculture, & Agency (GA) is a local organization that supports small farms and hobby growers by making their all-natural, locally and sustainably grown, fresh foods available for sale. GA has also developed a series of popup markets in areas with limited access to grocery stores.

Part I. Structure and Purpose of Initiative

Working together Augusta Housing and Community Development and Growing Augusta will improve access to fresh, nutritious foods; provide economic opportunities for small farmers and budding entrepreneurs; and increase community engagement between families, area businesses, and organizations.

NOW, THEREFORE, BE IT RESOLVED that Augusta Housing and Community Development, and Growing Augusta enter into this Memorandum of Understanding to provide an alternative access to fresh produce in South Augusta.

Part II. Augusta Housing and Community Development Responsibilities

- Provide a secure location for farmer's market setup
- Provide learning opportunities in conjunction with Growing Augusta and associates for patrons, residents, and local business owners
- Foster partnerships through Augusta Housing and Community Development's resources that would benefit local residents.

Part III. Responsibilities of the Parties

It is understood that HCD and GA will work together as a team to effectively meet the community's needs within Laney Walker/Bethlehem. This level of collaboration will require thorough and timely communication between all parties.

The parties will have the following responsibilities:

- HCD to provide a total of \$10,000 (Ten Thousand Dollars and 0/100) for marketing and entertainment purposes divided over the two (2) year agreement period
- HCD will work with GA to identify additional event locations for future purposes
- GA will provide live music entertainment for the event
- HCD to work with GA to establish tentative dates for future event
- HCD and GA to agree upon fees for the events that will be paid to GA
- HCD and GA to identify food vendors that will provide produce for event
- HCD and GA will facilitate the setup and clean-up following the event

Part V. Public Relations

The parties agree that initially, and throughout the term of this MOU, marketing and public announcements relative to Initiative activities be coordinated among and approved by both HCD, and GA prior to public release.

Part VI. Relationship of Parties

Nothing in this MOU shall be deemed to constitute or create an association, partnership or joint venture among the participating parties, or any agency or employer-employee relationship. No party is granted, nor shall it represent that it has been granted, any right or authority to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of another party, or bind another party in any manner.

Part VII. Term; Early Termination

The term of the MOU is twenty-four (24) months from the date of the execution. It is the intention of the participants to work diligently to ensure that within 90 days, all of the Initiative Development Goals shall be met. At that time, renewal of the partnership may be extended upon the agreement of both parties. The participating parties reserve the right to terminate the MOU with 90 days' notice.

Part VIII. Administration and Reports

HCD will facilitate monitoring the Initiative and providing bi-monthly reports to the participants.

Part IX. Additional Provisions

HCD and GA shall each identify a primary contact and an alternative contact.

Part X. Acknowledgements

As the authorized representative for my organization, I have read this MOU regarding the Initiative. I agree that it accurately describes the purpose, operational plan and roles of the Initiative participants. I understand that this document is not a contract and is not a legally binding agreement.

However, by executing this Memorandum of Understanding, I further understand that the participating parties are forming an alliance to accomplish the goals set forth herein. In Witness Whereof, the parties have set their hands and seals as of the date first written above.

Attest:	Augusta, Georgia	
By:Garnett L. Johnson		Date:
As Mayor		
By:		Date:
By: Takiyah A. Douse		
As Interim City Admin	nistrator	
By:		Date:
Hawthorne Welcher, Ja		
As Director, HCD		
Approved as to Form by:_		Date:
A	ugusta, GA Law Department	
	SEAL	
	Lena Bonne	
	As its Clerk of Com	nmission
Growing Augusta: Arts,	Agriculture & Agency	
By:		Date:
Name:		_
	ugusta: Arts, Agriculture, &	



Augusta Commission Meeting

April 18, 2023

Saturday Market Electrical Improvements – Change Order for Bollards

Department: Central Services Department

Presenter: Ron Lampkin

Caption: Motion to approve a change order of purchase order (23CSA032) for the

change in scope of bollards height and duplex GFI receptacle in the amount of \$17,500.00 to JHC Corporation. (Approved by Administrative Services

Committee April 11, 2023)

Background: The original scope of work for PO 23CSA032 was reviewed to increase the

height of the bollards from 42" to 46" to accommodate the lighting

components and the addition of low-profile duplex GFI receptacles with

cover.

Analysis: JHC Corporation will install the new bollards as per the revised scope.

Financial Impact: Original Purchase Order Amount: \$305,000.00

Revised Purchase order Amount: \$322,500.00

ARP Riverwalk Improvements - \$17,500.00; 230-06-1495 / 54.12110

Alternatives: A – Approve the request; B – Do not approve the request

Recommendation: Approve a change order of purchase order (23CSA032) for the change in

scope of bollards height and duplex GFI receptacle in the amount of

\$17,500.00 to JHC Corporation.

Funds are available in the following accounts:

ARP Riverwalk Improvements - \$17,500.00; 230-06-1495 / 54.12110

AUGUSTA-RICHMOND COUNTY GEORGIA

DEPARTMENT NAME Central Services Department

DEPARTMENT NUMBER See Account Numbers Below

DEPARTMENTHEAD

PURCHASING DEPARTMENT REQUISITION

REQUISITION

REQUISITION DATE 3/8/2023 PURCHASE ORDER NUMBER PURCHASE ORDER DATE

Proceedings Processing Pr	DESCRIPTION	00011				ייייור כן טוטטרוי	NAME OF BIDDER	לום המסומים המסומים
Change Order#1 to Purchase Order#22CSA032) 1 17500.00 Change Order#1 to Purchase Order (22CSA032) 1 17500.00 A accommodate the lighting components. 1 17500.00 A change Order#1 to Purchase Order (22CSA032) 1 17500.00 A change Order#1 to Purchase Order (22CSA032) 1 17500.00 A change of the bollard height to 17500.00 1 17500.00 A change of the bollard height to 1 17500.00 1 17500.00 A change of the bollard height to 1 17500.00 1 17500.00 A change of the bollard height to 1 17500.00 1 17500.	DESCRIPTION		JHC Corporation	a				
Change Order DESCRIPTION COLLEGE TOTAL PRICE TOT	DESCRIPTION	ELI I	, de					
Change Order#1 to Purchase Order#70N 1	_	NOI ED BY	151d Item #22-18	- 1				
Change Order#I to Purchase Order (23CSA032) 1 Change Order#I to Purchase Order (23CSA032) 1 Saccommodate the lighting components. 5 6 7 Charge:		QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
2 Due to the change in scope of the bollard height to 3 accommodate the lighting components. 6 Charge: 6 272061490/5412110 - \$8,750.00 10 272061495/5412110 - \$8,750.00 11 12 12 12 12 12 12 12 12 12 12 12 12 1	+			17.500.00				
accommodate the lighting components. Charge: 272061495/5412110 - \$8,750.00 272061495/5412110 - \$8,750.00 AL BID AL BID								
6 6 7 Charge: 8 272061496/5412110 - \$8,750.00 10 11 12 14 15 16 16 16 16 16 16 16 16 16 16 16 16 16								
6 Charge: 8 272061490/5412110 - \$8.750.00 9 272061495/5412110 - \$8.750.00 10 11 12 14 15 16 17 18 19 19 10 10 11 10 11 11 11 12 13 14 15 16 17 18 18 19 10 10 10 10 10 10 10 10 10 10 10 10 10								
7 Charpe: 8 272061490/5412110 - \$8,750.00 9 272061495/5412110 - \$8,750.00 10 11 12 14 15 16 17 18 19 19 10 10 10 10 11 11 11 12 13 14 15 16 17 18 19 10 10 10 10 10 10 10 10 10 10 10 10 10	9							
7 Charge: 8 272061490/5412110 - \$8,750.00 9 272061495/5412110 - \$8,750.00 10 11 12 13 14 16 16 17 18 19 19 10 10 10 10 10 11 11 11 12 12 13 14 15 16 17 18 18 19 10 10 10 10 10 10 10 10 10 10 10 10 10	9							
8 272061490/5412110 - \$8,750.00 10 11 12 12 13 14 15 15 15 15 15 15 15 15 15 15 15 15 15								
9 272061495/5412110 - \$8,750.00 10 11 12 13 14 15 16 17 18 20 20 20 20 20 20 20 20 20 20 20 20 20	\neg							
10 12 13 14 16 16 19 19 19 19 19 19 19 19 19 19 19 19 19								
11 13 14 15 16 17 18 19 19 19 19 19 19 19								
12 13 14 15 16 17 18 19 19 19 19 19 19 19	11							
13 14 15 16 17 18 18 19 19 19 19 19 19	12							
15 16 18 19 19 19 19 19 19 19	13							
15 16 17 18 19 19 19 19 19 19 19	14							
10 19 20 20 OTAL BID PPING CHARGES	15							
18 20 21 21 22 23 24 24 25 24 25 24 25 25	91							
19 20 Data BID OTAL BID PPING CHARGES	17							
20 21 OTAL BID PPING CHARGES	81							
OTAL BID PPING CHARGES	61							
OTAL BID PPING CHARGES	50							
PPING CHARGES	F							
PPING CHARGES	OTAL BID		\$17.500.00					Ite
	PPING CHARGES							em 2
LIVERY TIME FROM RECEIPT OF PURCHASE ORDER	IVERY TIME FROM RECEIPT OF PURCHASE ORDER							1.



Central Services Department

Ron Lampkin, Interim Director Maria Rivera Rivera, Deputy Director Central Services Department 2760 Peach Orchard Rd. Augusta GA 30906 Phone: (706) 821-7174

MEMORANDUM

TO:

Geri Sams, Director, Procurement Department

FROM:

Ron Lampkin, Interim Director, Central Services Department

DATE:

SUBJECT:

Change Order Request

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order 23CSA032 amended.

Purchase order 23CSA032 needs to be amended in the amount of \$17,500.00 due to the change in scope of the bollard height from 42" to 46" to accommodate the lighting components and the addition of low profile duplex GFI receptacle with cover.

Original Purchase Order Amount

\$305,000.00

Revised Purchase Order Amount

\$322,500.00

Your assistance would be greatly appreciated.

Attachments: Purchase Order 23CSA032

Propose Change Order – JHC Corporation

Cc:

Ron Lampkin Maria Rivera Rivera

AUGUSTA, GEORGIA

PURCHASE ORDER

SUITE 605, PROCUREMENT DEPARTMENT 535 TELFAIR STREET, MUNICIPAL BUILDING 1000

AUGUSTA, GEORGIA 30901-2377

Page 1 of 1

PURCHASE ORDER NO. 23CSA032

Item 21.

PHONE: (706) 821-2422 DATE VENDOR PHONE # DEPARTMENT REQUISITION/QUOTE NO. 03/06/23 R372001

VENDOR# E-VERIFY# EMAIL PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES. 22260 413897

VENDOR

JHC CORPORATION

1029 PEACHTREE PKWY N, SUITE 359

PEACHTREE CITY, GA 30269

ATTN:

BID NUMBER: 22-189

CONTRACT#: 23CSA032

BUYER:

NANCY

SHIP TO:

CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD.

BUILDING A

AUGUSTA, GA 30906

BILL TO:

AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 **AUGUSTA, GA 30901-2379**

(706) 821-2335

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

ITEM #	QUANTITY	UNIT	PRODUCT ID		DESCRIPTION	UNIT PRICE	AMOUNT
0001	1		PRODUCTID	ELECTRICA LOCATED A EIGHTH AN APPROVED 9/22/22, 272-06-14	ATURDAY MARKET L IMPROVEMENTS - LT THE INTERSECTION OF LD REYNOLDS STREET BY COMMISSION	305,000.00	

CONDITIONS - READ CAREFULLY

- The purchaser is exempt by statue from payment of Federal, State, and Municipal sales, excise and other taxes.
- 2. Shipping charges prepaid by vendor.
- 3. Payment will be made on complete shipments only, unless otherwise requested.
- 4. DELIVERY TICKET MUST ACCOMPANY GOODS.
- 5. No back orders. We will reorder if available
- 8. 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.
- 8. Indoor delivery if necessary.
- 9. Payment Net 30 or according to contract.

NET TOTAL....

305,000.00

APPROVED FOR ISSUE

452

JHC Corporation

15 Fresh Bru Dr Newnan, GA 30263 Phone: (770) 487-3258 Fax: (770) 487-4254

Request for Change Order

To: CITY OF AUGUSTA

535 TELFAIR ST

AUGUSTA, GA 30901

Project: AUGUSTA SATURDAY MARKET

Date: 1/11/2023

Description: MATERIAL COST INCREASES:

Other Approved Change Orders

\$17,500.00 - TOTAL RFC 1

84 days to be added to contract time for bollard lead time.

\$305,000.00

The above work is subject to the same conditions as specified in the original contract unless otherwise stipulated.

Upon approval the sum of \$17,500.00 will be added to the contract price.

Original Contract

Other Approv	ed Change Orders	\$0.00	
Tota	al Contract to Date	\$305,000.00	
	This Request	\$17,500.00	
Other	Pending Requests	\$0.00	
Total Contract p	olus Pending RFCs	\$322,500.00	
Authorized Signature:	JAC Corporation		Date: 1 23
Authorized Signature:	CITY OF ALICHOTA		Date:
	CITY OF AUGUSTA		



Augusta Commission Meeting

April 18, 2023

Charles B. Webster Detention Center – Change Order for Locks

Department: Central Services Department

Presenter: Ron Lampkin

Caption: Motion to approve a change order of purchase order (440253) for monetary

deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products Company, Inc.(Approved by Administrative Services Committee

April 11, 2023)

Background: The original scope of work for PO 440253 included the removal of current

block and cell locks inside pods C and D, and replacement with the Willo

Wedge locking system.

The scope of work was reviewed by Charles B. Webster Detention Center administration. The scope was modified to replace only the inmate cells.

Block locks will remain with the current locking system.

Analysis: Willo Products Company, Inc. will replace all the inmate cell locks with the

Willo Wedge locking system at Charles B. Webster Detention Center - C and

D Pods.

Financial Impact: Original Purchase Order Amount \$534,288.00

Revised Purchase Order Amount \$498,293.00

-\$35,995.00; 329-05-1120 / 54.13120

222-05-9622 / 54.13120

Alternatives: A – Approve the request; B – Do not approve the request

Recommendation: Approve a change order of purchase order (440253) for monetary deduction

of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products

Company, Inc.

Funds are available in

-\$35,995.00; 329-05-1120 / 54.13120

the following accounts: 222-05-9622 / 54.13120

DEPARTMENT NAME Central Services Department AUGUSTA-RICHMOND COUNTY GEORGIA PURCHASING DEPARTMENT

DEPARTMENT NUMBER Account Number Below

DEPARTMENT HEAD

REQUISITION

REQUISITION

REQUISITION DATE 3/1/2023
PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

			NAME OF	NAME OF BIDDER	NAME OF RIDDER	: RIDDER	NAME OF	
		VENDOR	Willow Products Company	Company				
		PHONE NUMBER						
		QUOTED BY						
8 2	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
-	Change Order # 1 Monetary Deduction to Purchase			(-35,995.00)				
N	Order # P440253 due to the removal of material and							
ω	labor for eighteen (18) units of the Willo Wedge							
4	Locking System at the Webster Detention Center							
OI								
0								
7	329051120/5413120							
00	222059622/5413120							
ဖ								
10								
=======================================								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
TOTAL BID	LBID		(\$-35,995.00)					
SHIPP	SHIPPING CHARGES							
DELIV	DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER							



Central Services Department

Ron Lampkin, Interim Director Maria Rivera Rivera, Deputy Director

Central Services Department 2760 Peach Orchard Rd. Augusta GA 30906 Phone: (706) 821-7174

MEMORANDUM

TO:

Geri Sams, Director, Procurement Department

FROM:

Ron Lampkin, Interim Director, Central Services Department

DATE:

March 1, 2023

SUBJECT:

Change Order Request

In accordance with Augusta, GA policies and procedures we are requesting to have purchase order P440253 amended.

Purchase order P440253 needs to be amended in the amount of (\$35,995.00) due to the removal of material and labor for eighteen (18) units of the Willo Wedge locking system.

Original Purchase Order Amount

\$534,288.00

Revised Purchase Order Amount

\$498,293.00

Your assistance would be greatly appreciated.

Attachments: Purchase Order P440253

Propose Change Order Number One - Willo Products Company Inc.

Cc:

Ron Lampkin Maria Rivera Rivera

AUGUSTA, GEORGIA SUITE 605, PROCUREMENT DEPARTMENT

PURCHASE ORDER

536 TELFAIR STREET, MUNICIPAL BUILDING 1000

AUGUSTA, GEORGIA 30901-2377 PHONE: (708) 821-2422

Page 1 of 1

PURCHASE ORDER NO. P440253

10/05/22 VENDOR #

DEPARTMENT 51120

VENDOR PHONE

(256) 353-7161 ext:

REQUISITION/QUOTE NO. R366726

EMAIL

25532

204528

dwood@willoproducts.com

VENDOR

DATE

WILLO PRODUCTS COMPANY INC. 714 WILLO INDUSTRIAL DRIVE S.E. DECATUR, AL 35601

ATTN:

BID NUMBER:

CONTRACT#: BUYER:

SHIP TO:

CENTRAL SERVICES ADMIN 2760 PEACH ORCHARD RD. BUILDING A

AUGUSTA, GA 30906

BILL TO:

AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 635 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335

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

ITEM # QUANTITY UNIT PRODUCTIO AMOUNT APPROVED BY AUGUSTA, GA COMMISSION, 9/6/2022, ITEM #23 0001 REMOVAL OF THE CURRENT 534,288.00 534,288.00 DETENTION LOCKS & SECURITY SYSTEM TO NEW WEDGE LOCKING & SECURITY SYSTEMS ON THE C & D PODS AT THE CHARLES B. WESTER DETENTION 329-05-1120/54-13120

CONDITIONS - READ CAREFULLY

The purchaser is exempt by status from payment of Federal, State, and Municipal sates, excess and other taxes.

Shipping charges prapeld by vendor.

Payment will be made on complete shipments only unless otherwise requested.

4. DELIVERY TICKET MUST ACCOMPANY GOODS.

4. DELIVERY TICKET MUST ACCOMMENT GOODS.
5. No back orders. We will read of it stollable.
6. Please hake deliveries between B AM, and 4 PM.
7. All goods received with subsequent privatege to impect and return of Vendor's expense if defeative or not in compliance with our specifications.

8. Indoor delivery if necessary

9. Payment Nail 30 or according to contract.

NET TOTAL.....

534,288.00

APPROVED FOR IBSUE

4.A.Sams PROCLINEMENT DIRECTOR



Proposed Change Order Number One

2-14-2023

Maria Rivera-Rivera, Facilities Maintenance Manager Charles B. Webster Detention Center 1940 Phinizy Road Augusta, GA 30906

Augusta, GA 30906 Phone: 706.821.1629

Email: MRivera-Rivera@augustaga.gov

Reference: Purchase Order Number P440253, dated 10/6/2022

Proposed Change Order Number One - The removal of 18 wedge units from

our scope of work.

Mrs. Rivera-Rivera,

Willo Products offers Augusta, GA Procurement Department a monetary deduction to purchase order number P440253. This deduction will remove material and labor for eight-teen units of the Willo Wedge locking system. We offer a deduction in the amount of \$35,995.00. If accepted the value of purchase order P440253 will be adjusted to \$498,293.00. We have placed materials on hold until we receive acceptance or rejection of this proposed change.

If you have any questions, please give me a call.

Sincerely,

Ryan Childers
Sales Estimator
256.353.7161 X 234
256.580.0166
rchilders@willoproducts.com



Augusta Commission Meeting

April 18, 2023

Highland Ave WTP Filter Modification Parts for Phase 2 for Augusta, GA – Utilities Department

Utilities **Department:**

Presenter: Wes Byne

Caption: Motion to **approve** Award of Bid #23-137 for the parts for the Highland

> Ave. Water Treatment Plant Filter Modifications Phase 2 to Southern Valve & Metals, LLC. (Approved by Engineering Services Committee April 11,

2023)

Background: This project will consist of the gates, valves, and actuators (parts) that are

> needed to upgrade the filters at the Highland Ave. Water Treatment Plant. Due to manufactory backlog these parts will take several months to be

manufacture and delivered for this project.

Analysis: Ardurra Engineers and Augusta Utilities Department have reviewed the bid

> submitted by Southern Valve & Metals, LLC. The bid for the manufacture parts was deemed to be fair and reasonable by Ardurra Engineers, and they

provided a recommendation letter to AUD.

Financial Impact: We have reviewed the bid from Southern Valve & Metals, LLC and find it to

be reasonable. Funding in the amount of \$298,647.00 is available from

accounts: 507043410-5425110/82200080-5425110

Alternatives: No alternatives are recommended.

Augusta Utilities Department recommends the Commission approve the **Recommendation:**

Construction Services to Southern Valve & Metals, LLC in the amount of

\$298,647.00 for the Highland Ave. Water Treatment Plant Filter

Modifications Phase 2 Project.

Funds are available in the following accounts: 507043410-Funds are available in

the following accounts: 5425110/82200080-5425110 N/A

REVIEWED AND

APPROVED BY:

Invitation to Bid

Sealed bids will be received at this office until Monday, March 6, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 813 4725 8336; Passcode: 375570 for furnishing:

Bid Item #23-137 Highland Ave WTP Filter Modification Parts for Phase 2 for Augusta, GA - Utilities Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be 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 contractors, subcontractors, and suppliers exclusively from ARC Southern. The fees for the plans and specifications which are non-refundable are \$125.00.

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through ARC Southern (706 821-0405) beginning Thursday, February 2, 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. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, February 24, 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 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 <u>contractor affidavit</u> as part of the requirement for their bid to be considered.

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

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

Augusta Procurement Department Attn: Geri A. Sams, Director of Procurement 535 Telfair Street, Room 605 Augusta, GA 30901

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 2, 9, 16, 23 2023

Metro Courier February 2, 2023

Revised: 2/19/2016



Bid Opening Item #23-137 Construction - Highland Ave WTP Filter
Modification Parts for Phase 2

Augusta, GA - Utilities Department Bid Date: Monday, March 6, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18

Total Number Specifications Download (Demandstar): 9

Total Electronic Notifications (Demandstar): 217

Georgia Procuement Registry: 921 Total Packages Submitted: 1 Total Noncompliant: 0

Vendors	Attachment "B"	E-Verify Number	SAVE Form	Base Bid
Charles Finch Valve Southern Valve & Metals, LLC 300 Bell Park Drive Woodstock, GA 30188	Yes	321230	Yes	\$321,147.00

UTILITIES DEPARTMENT

Augusta G B O R G I A

Wes Byne, P.E.
Director

MEMO

TO: Geri Sams, Procurement Director

FROM: Wes Byne, P.E., Utilities Director

DATE: 03/28/23

SUBJECT: Bid Item #23-137 Highland Ave WTP Filter Modification Parts for Phase 2 for Augusta, GA – Utilities Department

We have reviewed the bid tab sheet and submittals received for the above item. We agree with Ardurra Engineers, that Southern Valve & Metals, LLC is the only responsive bidder.

I concur with the recommended award of bid item #23-137 to the only responsive bidder, Southern Valve & Metals, LLC. The department recommends award for the bid price of \$298,647.00.



March 16, 2023

Mr. Tate Horton Project Manager, Augusta Utilities Department (AUD) 452 Walker St., Suite 200 Augusta, GA 30901

RE: RECOMMENDATION OF AWARD

Highlands Avenue Water Treatment Plant Filter Modifications Phase 2 – Gates, Valves, & Actuators (Equipment Only)

Bid No. 23-137

Dear Mr. Horton:

We have reviewed the apparent low bid received on March 6, 2023, for the Highlands Avenue Water Treatment Plant Filter Modifications Phase 2 – Gates, Valves, & Actuators (Equipment Only) Project. Only one bid package was received at the time of the bid opening.

Based on our review, we are recommending the award of the contract to the lowest responsive, responsible bidder, Charles Finch Valve – Southern Valve & Metals, LLC, in the total bid amount of \$298,647.00.

The recommended total bid amount deducts \$22,500.00 of monies provided for technical field services under Charles Finch Valve – South Valve & Metals, LLC's bid. These additional costs will instead be included as an allowance to the pending Highlands Avenue Water Treatment Plant Filter Modifications Phase 2 project. Ardurra's bid review summary has been included as an attachment to this letter for AUD's consideration.

Upon approval by the AUD, Ardurra will issue Charles Finch Valve – Southern Valve & Metals, LLC their Notice of Award and request that they begin preparation of all contract documents.

Please give me a call if you have any questions.

Sincerely, ARDURRA

Aaron Baird, PE PROJECT MANAGER

Attachments: BID REVIEW SUMMARY



March 16, 2023

	Ī		l		ESTIN	MATED			CHARLES-F	NCH	
ITEM NO.	DESCRIPTION	BASIS OF DESIGN MANUFACTURER	QTY	EST. UNIT PRICE	EST DELIVERY LEAD TIME	EST TECHNICAL FIELD SERVICES	PRICE	UNIT PRICE	DELIVERY LEAD TIME	TECHNICAL FIELD SERVICES	PRICE
			ea	\$	days	\$	\$	\$	days	\$	\$
1	other accessories, appenturences, and technical support required by the Contractor documents to provide a complete operable valve assembly.	Henry Pratt Co./Limitoruqe	1	\$18,895.00	365-DAYS	NOT INCLUDED	\$18,895.00	\$16,585.00	238-336-DAYS	\$1,500.00	\$16,585.00
2	other accessories, appenturences, and technical support required by the Contractor documents to provide a complete operable valve assembly.	Henry Pratt Co./Limitoruqe	2	\$18,895.00	365-DAYS	NOT INCLUDED	\$37,790.00	\$15,210.00	238-336-DAYS	\$2,500.00	\$30,420.00
3	Furnish new 18-inch ductile-iron, rubber seated butterfly valves for water service with adequately sized and factory installed open/close electric motor actuators and all other accessories, appenturences, and technical support required by the Contractor documents to provide a complete operable valve assembly.	Henry Pratt Co./Limitoruqe	6	\$18,239.00	365-DAYS	NOT INCLUDED	\$109,434.00	\$17,465.00	238-336-DAYS	\$6,000.00	\$104,790.00
4		Henry Pratt Co./Limitoruqe	2	\$13,413.00	365-DAYS	NOT INCLUDED	\$26,826.00	\$11,916.00	238-336-DAYS	\$2,500.00	\$23,832.00
5		Henry Pratt Co./Limitoruqe	4	\$13,413.00	365-DAYS	NOT INCLUDED	\$53,652.00	\$13,270.00	238-336-DAYS	\$5,000.00	\$53,080.00
6	Furnish new 24-inch by 24-inch stainless steel slide gates with adequately sized and factory installed open/close electric motor actuators for a flush mounted concrete wall installation. Provide all other accessories, appentureneces, and technical support required by the Contract documents to provide a complete operable gate assembly.	Hydro Gate/Limitoruqe	2	\$14,250.00	365-DAYS	NOT INCLUDED	\$28,500.00	\$17,490.00	238-336-DAYS	\$2,500.00	\$34,980.00
7	Furnish new 24-inch by 24-inch stainless steel slide gates with adequately sized and factory installed open/close electric motor actuators for a existing thimble mounted installation. Provide all other accessories, appentureneces, and technical support required by the Contract documents to provide a complete operable gate assembly.	Hydro Gate/Limitoruqe	2	\$14,250.00	365-DAYS	NOT INCLUDED	\$28,500.00	\$17,480.00	238-336-DAYS	\$2,500.00	\$34,960.00
1					ESTIMATED	TOTAL BASE BID	\$303,597.00			TOTAL BASE BID	\$298,647.00

Г	•	۰
C	۲	١
4	7	1
c	ŕ)
C	•	1
L	L	J
5	>	5
2	1	2
2	Z	?
c	r	١
ć	=)
3	_	_

			T	-1					-										
LINESCE																			
					8			ŧ											
AL																			
DIGITAL							8	Ė	l										
NE #	25										7								
뭂	7068210405	ì																	
	206																		
							e E												
AIL	ve.com						ì		į										
EN	inchval						4												
	harlesfi						3		k										
	liones@charlesfinchvalve.com																		
H	oil																		
									K										
CONTACT								H											
L	L JONES							N.			E		1						
						3 8		,											
ACTOR	NCH VALVE							ļ											
CONTI	'ALVE									7									
	NCH	3	H																

CHARLES-FINCH VALVE CO. ATTN. LEE JONES P.O. BOX 2240 WOODSTOCK, GA. 30188

ROCHEM AMERICAS 122 PENN ST., 2ND FLOOR EL SEGUNDO, CA 90245-3907 SAMCO ONE RIVER ROCK DR. PO BOX 1047 BUFFALO, NY 14207

FERGUSON WATERWORKS 4188 BELAIR FRONTAGE RD. AUGUSTA, GA 30909 GRAINGER 1516 GORDON HWY. AUGUSTA, GA 30906-2006 WESTECH ENGINEERING, LLC 3665 S. WEST TEMPLE SALT LAKE CITY, UT 84115

PURE AQUA 2230 S HURON DR. SANTA ANA, CA 92704 HAWKINS 2381 ROSEGATE ROSEVILLE MN, 55113 EXPORT ENVIRONMENTAL 12070 NW 40 STREET CORAL SPRINGS, FL 33065

4 PM	PR_bid_email_list		
WINTER CONSTRUCTION COMPANY 2023-02-03	sgolias@winter-construction.com SGOLIAS, SGOLIAS		
WSP USA ENVIRONMENT & INFRASTRCTURE 2023-02-03	georgiamarketing@woodplc.com Markering, Georgia	N	NOM
WSP USA ENVIRONMENT & INFRASTRCTURE 2023-02-03	kayla.jimmerson@woodplc.com WOODEIS, WOODEIS		
WSP USA ENVIRONMENT & INFRASTRCTURE 2023-02-03	kyle.proshek@woodplc.com Proshek, Kyle		
WSP USA ENVIRONMENT & INFRASTRCTURE 2023-02-03	michele.jamros@amecfw.com Jamros, Michele		
WSP USA INC 2023-02-03	carolyn.shalosky@wsp.com SHALOSKY, SHALOSKY	N	NOM
WSP USA INC 2023-02-03	james.l.miller@wsp.com JAMES.L.MILLER@WSP.COM, JAMES.L.MILLER@WSP.COM		
WSP USA INC 2023-02-03	lynne.grimm@wsp.com DC-MARKETING, DC-MARKETING		
WSP USA INC 2023-02-03	steven.sheffield@wsp.com STEVENSHEFFIELD, STEVENSHEFFIELD		
Walker Parking Consultants Engineers Inc 2023-02-03	bademail@doas.ga.gov Sabooree, Sepehr	N	NOM
Walker Parking Consultants Engineers Inc 2023-02-03	kbrichetto@walkerconsultants.com Brichetto, Karen		
Walker Parking Consultants Engineers Inc 2023-02-03	mmaxwell@walkerconsultants.com Maxwell, Melinda		
Walker Parking Consultants Engineers Inc 2023-02-03	mparker@walkerconsultants.com Parker, Marion		
Webber, LLC 2023-02-03	Thomas.Arbuthnot@wwebber.com Arbuthnot, Thomas	N	NOM
Webber, LLC 2023-02-03	khondarez@wwebber.com Hondarez, Kency		
Webber, LLC 2023-02-03	rebeck@wwebber.com Beck, Roger		
Webber, LLC 2023-02-03	smeier@wwebber.com Meier, Steven		
Western Summit Constructors, Inc. 2023-02-03	julie.herrera@kiewit.com Herrera, Julie	N	NOM

ETHNIC GROUP (

African American 37

Asian American 7

Native American 7

467

2/3/23, 1:04 PM

PR_bid_email_list

Item 23.

Hispanic/Latino 2
Pacific Island/American 0
Non Minority 338
Not Classified 0
Total Number of Vendors 391
Total Number of Contacts 921

PR_bid_email_list

Planholders

Add Supplier

Export To Excel

Supplier (4)

Supplier FI **Download Date**

Dodge Data 02/07/2023

02/16/2023 Onvia, Inc. - Content Department

02/10/2023 Universal Uplift, LLC

WTR Valves 02/06/2023

Add Supplier

Supplier Details

Supplier Name

Dodge Data

Contact Name

Bonny Mangold

Address

4300 Beltway Place, Ste 150, Arlington, TX 76018

Email

dodge.docs@construction.com

Phone Number

413-376-7032

Documents

Action Filename Туре View **Bid Document / Specifications** 23-137_ITB

History



Augusta Commission Meeting

April 18, 2023

Vacant Lots Cleaning and Cutting Services
For Augusta GA- Engineering and Environmental Services Department
FRP 23-113

File Reference: 23-014 (A)

Department: Engineering & Environmental Services

Presenter: Hameed Malik, Director

Caption: Motion to approve Award of "Vacant Lots Cleaning and Cutting Services"

Contract to Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023

for three years with an option to renew for two additional one-year terms. Also, approve not to exceed \$350,000/year to fund these contracted services.

Requested by Engineering. RFP 23-113. (Approved by Engineering

Services Committee April 11, 2023)

Background: Contract services are integral parts of Augusta Engineering & Environmental

Services Program delivery. Augusta Engineering is utilizing contract services since 2019 to manage and maintain roadway vegetation. Recently such responsibility expanded for maintenance of countywide vacant lots that are un-kept by the property owner. This contract will be the continuity of existing services previously performed under the Environmental Services Department. Supplementing Augusta Engineering maintenance resources with contract services is a practical approach to complete and sustain much needed maintenance services in a cost effective and timely manner. Such services are essential to minimizing public safety risk and associated potential hazard liabilities, enhancing surrounding aesthetic and improving

quality of life.

Analysis: Proposals were received on January 17, 2023 with Pond Maintenance of

Augusta being the selected firm. Firms were evaluated based on

qualifications, relevant experience, and ability to provide requested services.

Fee schedule and landscaped areas list is attached as EXHIBIT A.

Financial Impact: Funds are available in ARAP allocation in amount of \$185,000 and \$165,000

will be transferred from Fund 542, the portion of revenue associated to vacant lot billing & collection. Engineering & Environmental Services Department is preparing SOP transferring funds from Fund 542 into Vacant

Lot Fund (new fund) at the time of tax billing.

Alternatives: Do not approve and identify in-house forces to perform this work.

Item 24.

Recommendation: Approve Award of "Vacant Lots Cleaning and Cutting Services" Contract to

Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for four years with an option to renew for two additional one-year terms. Also, approve not to exceed \$350,000/year to fund these contracted services.

Requested by Engineering. RFP 23-113

Funds are available in

ARAP allocation (\$185,000) 230 04 7450 JLARP13C and (\$165,000) 542

the following accounts: 000000 3441122.

REVIEWED AND APPROVED BY:

HM/SR

Request for Proposals

Request for Proposals will be received at this office until **Tuesday, January 17, 2023 @ 11:00 a.m. via ZOOM Meeting ID: 831 7614**3643; Passcode: 966270 for furnishing:

RFP Item #23-113 Vacant Lots Cleaning and Cutting Services for Augusta, GA – Engineering and Environmental

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 Wednesday, December 28, 2022 @ 10:00 a.m. Via Zoom – Meeting ID: 839 2185 4926; Passcode: 956283.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, December 29, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

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

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

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

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

Augusta Procurement Department Attn: Geri A. Sams, Director of Procurement 535 Telfair Street, Room 605 Augusta, GA 30901

Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle December 1, 8, 15, 22, 2022

Metro Courier December 1, 2022

Revised: 3/22/21



RFP 23-113 Vacant Lots Cleaning and Cutting Services for Augusta, GA – Engineering and Environmental Services Department RFP Due: Tuesday, January 17, 2023 @ 11:00 a.m.

Total Number Specifications Mailed Out: 40

Total Number Specifications Download (Demandstar): N/A

Total Electronic Notifications (Demandstar): N/A

Georgia Procurement Registry: N/A

Total packages submitted: 4

Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify #	Save Form	Original	7 Copies	Fee Proposal
Augusta Quality, LLC 3904 Wrightsboro Rd., Suite C Augusta, GA 30909	Yes	Yes	639585	Yes	Yes	Yes
Bulldog Cuts 907 Park Avenue Augusta, GA 30901	Yes	852742	Yes	Yes	No/Non- Compliant	Yes
Pond Maintenance 3707 Colbert St. Augusta, GA 30906	Yes	067036	Yes	Yes	Yes	Yes
Woods Commercial & Residential Lawn 2541 Biltmore PI Augusta, GA 30906	Yes	1808457	Yes	Yes	Yes	Yes

Augusta

RFP 23-113 Vacant Lots Cleaning and Cutting Services for Augusta, GA – Engineering and Environmental Services Department Evaluation Date: Thursday February 2, 2023 @ 2:00 p.m. via ZOOM

Vendors Phase 1			Augusta Quality, LLC 3904 Wrightsboro Rd., Suite C Augusta, GA 30909	Woods Commercial & Residential Lawn 2541 Biltmore Pl Augusta, GA 30906	Pond Maintenance 3707 Colbert St. Augusta, GA 30906	Bulldog Cuts 907 Park Avenue Augusta, GA 30901	Augusta Quality, LLC 3904 Wrightsboro Rd., Suite C Augusta, GA 30909	Woods Commercial & Residential Lawn 2541 Biltmore Pl Augusta, GA 30906	Pond Maintenance 3707 Colbert St. Augusta, GA 30906	Buildog Cuts 907 Park Avenue Augusta, GA 30901	
Evaluation Criteria	Ranking	Points	•	Ranking of 0-5 (Enter a num Scale 0 (Low		,		Weighted Scores			
Completeness of Response											
 Package submitted by the deadline Package is complete (includes requested information as required per this solicitation) Attachment B is complete, signed and notarized 	N/A	Pass/Fail	PASS	PASS	PASS	FAIL	PASS	PASS	PASS	FAIL	
2. Qualifications & Experience	(0-5)	15	5.0	2.5	5.0		75.0	37.5	75.0	0.0	
3. Organization & Approach	(0-5)	15	4.5	3.0	4.5		67.5	45.0	67.5	0.0	
4.Scope of Services Provide experience and approach to the following as requested in Section I – II Services to be Rendered and Section 4 Fee Proposal - General Requirements. 1.Project Specific Experience – three (3) years of experience similar to this scope of work. 2.Past performance on projects similar in nature. 3.Evidence that firm fully understands Owner's goals and project scope. 4.Vendor is required to provide a copy of herbicide/Pesticides application licenses for the State of Georgia.	(0-5)	20	5.0	2.5	5.0		100.0	50.0	100.0	0.0	
5. Financial Stability	(0-5)	10	5.0	3.0	5.0		50.0	30.0	50.0	0.0	
6. References	(0-5)	5	5.0	5.0	5.0		25.0	25.0	25.0	0.0	
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)											
Within Richmond County	5	10	5	5	5		50.0	50.0	50.0	0.0	
Within CSRA	5	6					0.0	0.0	0.0	0.0	
Within Georgia	5	4					0.0	0.0	0.0	0.0	
Within SE United States (includes AL, TN, NC, SC, FL)	5	2					0.0	0.0	0.0	0.0	
All Others	5	1					0.0	0.0	0.0	0.0	
Phase 1 Total - (Total Maximum	_		29.5	21.0	29.5	0.0	367.5	237.5	367.5	0.0	
Maximum Weighted Total Po											
8. Presentation by Team	(0-5)	10	3.8	, ,	5.0		37.5	0.0	50.0	0.0	
9. Q&A Response to Panel Questions	(0-5)	5	3.5		5.0		17.5	0.0	25.0	0.0	
10. Cost/Fee Proposal Consideration (only c	hoose 1 line	according to	dollar value of the propos	al in relation to all fee prop	osals - enter the point valu	e for the one line only)	Cost/Fee Proposal Conside				
Lowest Fees	5	10					0.0	0.0	0.0	0.0	
Second	5	6					0.0	0.0	0.0	0.0	
Third	5	4					0.0	0.0	0.0	0.0	
Forth	5	2					0.0	0.0	0.0	0.0	
Fifth	5	1					0.0	0.0	0.0	0.0	
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			7.3	0.0	10.0	0.0	55.0	0.0	75.0	0.0	
Total (Total Possible Score 500) Total (May	not Receive	Less Than a	Ranking in Any Category								
Total Cumulative Sco (Maximum point is 50			36.8	21.0	39.5	0.0	422.5	237.5	442.5	0.0	
Evaluator: Cumulative 2 Procurement DepartmentRepresentative: Procurement Department Completion Da		Williams	/23 Phase I /2/23 Phase I		Internal Use	Only					

FEE PROPOSAL

	Description	FEE
1	Weekly/40 Hr. Rate Per 3 Men Crew (Lot cleaning, Cutting & Herbicide)	\$60,000 Per Crew/weeking
2	Daily Rate Per 3 Men Crew (Lot Cleaning, Cutting & Herbicide)	#1,200 per crew/daily
3	Weekly/40 Hr. Rate Per 3 Men Crew (Lot Cleaning & Cutting)	or one ber crem meerch
4	Daily Rate Per 3 men Crew (Lot Cleaning & Cutting)	#1,700 per crew daily
5	Weekly/40 Hr. Rate Per 3 Men Crew (Lot Herbicide only)	#4,000 per crew/weekly
6	Daily Rate Per 3 Men Crew (Lot Cleaning & Cutting)	#1,700 per crew dainy

Notes: SEE NEXT PAGE – GENERAL REQUIREMENTS

SECTION 4: FEE PROPOSAL (submit in a separate sealed envelope)

Year of the second seco		No.					
Gentlemen:	Date: 15/7	3_					
	st for proposal dated 2000 2023, the undersigned hereby prop						
	and materials, and to perform all work for the vacant lots cleaning and						
RFP #	3-113 VACANT LOTS CLEANING AND CUTTING SERVICES						
In strict accordance with the PROPOSAL Schedule attached	Contract Documents and in consideration of the amounts shown on ereto:	the FEE					
SEE FEE TA	BLE						
such notice execute a formal	The undersigned hereby agrees that, upon written acceptance of this RFP, he will within 10 days of receipt of such notice execute a formal contract agreement with the OWNER, and that he will provide the insurance and guarantees required by the Contract Documents.						
days after the date of written	is that, if awarded the contract, he will commence the work within $\underline{10}$ contice to proceed, and that he will complete all work at the request of pervices Department (AE&ESD) and according to AE&ESD approved work so	Augusta					
The undersigned acknowledge	receipt of the following addenda:						
Addendum Number:	Addendum Date:						
NA	NA						
NA	N/A						
	Respectfully submitted:						

Pond Maintenance of Augusta, LLC
(Name of the Firm)

3707 COLDER US. AUGUSTO, GIA 30904
(Business Address)

Title: alwinightatille assistant



FEE PROPOSAL

'n,	Description	FEE
1	Weekly/40 Hr. Rate Per 3 Men Crew (Lot cleaning, Cutting & Herbicide)	\$5500.00
2	Daily Rate Per 3 Men Crew (Lot Cleaning, Cutting & Herbicide)	\$2000.00
3	Weekly/40 Hr. Rate Per 3 Men Crew (Lot Cleaning & Cutting)	\$4500.00
4	Daily Rate Per 3 men Crew (Lot Cleaning & Cutting)	\$1700.00
5	Weekly/40 Hr. Rate Per 3 Men Crew (Lot Herbicide only)	\$5500.00
6	Daily Rate Per 3 Men Crew (Lot Cleaning & Cutting)	\$1700.00

Notes: SEE NEXT PAGE – GENERAL REQUIREMENTS

orginal

SECTION 4: FEE PROPOSAL (submit in a separate sealed envelope)

	Date: 01/04/2023
Gentlemen:	
	uest for proposal dated <u>01/04</u> , 2023, the undersigned hereby proposed to and materials, and to perform all work for the vacant lots cleaning and cutting
RFP	#23-113 VACANT LOTS CLEANING AND CUTTING SERVICES
In strict accordance with the PROPOSAL Schedule attached	ne Contract Documents and in consideration of the amounts shown on the FE ${\sf d}$ hereto:
SEE FEE T	ABLE
guarantees required by the C The undersigned hereby agr days after the date of writte	I contract agreement with the OWNER, and that he will provide the insurance and contract Documents. ees that, if awarded the contract, he will commence the work within 10 calendary notice to proceed, and that he will complete all work at the request of August I Services Department (AE&ESD) and according to AE&ESD approved work schedule
The undersigned acknowledg ————————————————————————————————————	es receipt of the following addenda: Addendum Date:
	Respectfully submitted:
	Augusta Quality LLC
	(Name of the Firm)
	3904 Wrightsboro RdAugusta GA 30909
	(Business Address)
	By: Bonnie Gregory Blown Shuy
	Title: President

ENGINEERING & ENVIR. SVCS. DEPARTMENT

Augusta.

G B O R G I A

Hameed Malik, Ph.D., P.E., Director

MEMORANDUM

TO:

Ms. Geri Sams, Director - Procurement

FROM:

Hameed Malik, Ph.D., PE, Director- Engineering

DATE:

Monday, February 20, 2023

SUBJECT:

Vacant Lots Cleaning and Cutting Services

for Augusta, GA-Engineering & Environmental Services Department

RFP 23-113

File Reference: 23-014(A)

It is recommendation of Augusta Engineering & Environmental Services (AE) to award the Vacant Lots Cleaning and Cutting Services contract to Pond Maintenance (PM) for services listed in RFP 23-113. AE has taken into consideration all submitted information, services delivery team, and overall score secured by these firms to make this recommendation. In addition, AE reviewed submitted fees by both firms and compared among each other, and to AE similar projects unit rates.

AE is preparing a contract award agenda item for Augusta Commission action. Award is contingent upon receipt of signed contract and proper Insurance document.

Should you require additional information, please do not hesitate to contact me at (706)796-5040.

Thank you.

/hm

cc:

Darrell White & Nancy Williams, Procurement Department

Compliance Department

Lewis Avery, CPA, Engineering Assistant Director - Finance & Admin

Charlie Gay, Engineering Assistant Director - Maintenance

June Hamal, Associate Director Construction & Program Delivery

Program File

BIDDERS LIST

23-113

BID ITEM #	COST \$	
DID II EIVI "	0001 Y	

#	COMPANY'S NAME & CONTACT PERSON	COMPLETE MAILING ADDRESS TELEPHONE & FAX NUMBERS	DATE	SPEC#	INITIALS	MAILED E	BY
1	NovaTech 1401 Nobel Street Sainte-Julie, QC J3E1Z4, C	anada —————	4/5/82		KAL	119 May	
3	Allied Solutions Attn. Jason Collier 300 Veterans Way Carmel, IN 46032		12/5/22		KM	USMail	
4	Snap Copp, USA RO. Box 12404	No contact name wasque in the email. &	× / /		M	11 n	
5	augusta GA		Rhaps		A)	Morl	
6							
7							
8							
9	51						
0							
1							481
				1		Ť	

AUGUSTA QUALITY LLC 3904 WRIGHTSBORO RD. SUITE C AUGUSTA, GA 30909 RISE & SHINE LAWNCARE PO BOX 443 HEPHZIBAH, GA 30815 S&S LAWNCARE 5009 DEER TRAIL DRIVE HEPHZIBAH, GA 30815

WOOD'S COMMERCIAL & RESIDENTIAL LAWN SERVICES 3541 BILTMORE PLACE AUGUSTA, GA 30906 GREEN HARVEST LAWNCARE 838 HIGH GREEN CT GROVETOWN, GA 30813 PIEDMONT LANDSCAPE MGT INC 1048 FRANKE INDUSTRIAL DRIVE AUGUSTA, GA 30909

RANDY'S LAWN & TREE SERVICE 2524 BRIARWOOD AVE. AUGUSTA, GA 30906 NEIGHBORHOOD YARD CARE LLC 8615 CRENSHAW DR. GROVETOWN, GA 30813 CLEAN CUT LANDSCAPING 2712 DAVIS MILL RD. HEPHZIBAH, GA 30815

AUGUSTA LAWN & TURF 3618 PHILLIPS DR MARTINEZ, GA 30907 NAPIER LAWN CARE 2387 LESLIE CIRCLE AUGUSTA, GA 30906 AUGUSTA QUALITY LAWNCARE 1504 KERON WAY HEPHZIBAH, GA 30815

KATHLEEN'S LAWN & SHRUB CARE 3066 DAMASCUS RD AUGUSTA, GA 30909 HOME DETOX 2002 LANIER DR AUGUSTA, GA 30904 STEVE'S LAWN SERVICE 14287 TWIGGS STREET AUGUSTA, GA 30901

JACOBS LAND MANAGEMENT 118 WOODLAND RD AUGUSTA, GA 30907 ROBERT FORMANS LAWN CARE LANDSCAPING 2815 LUMPKIN RD. AUGUSTA, GA 30906

CSRA LANDSCAPING 2232A PEACH ORCHARD RD AUGUSTA, GA 30906

TURNERS LAWN CARE 3343 HAMDEN ST AUGUSTA, GA 30906 RISE AND SHINE LAWN CARE AND LANDSCAPING, LLC 1159 WALTONS TRAIL HEPHZIBAH, GA 30815

BELL'S LAWN MAINTENANCE 3202 WARWICK PL HEPHZIBAH, GA 30815

GEORGIA'S GREEN LAWN CARE LLC 2204 RICHARDS RD AUGUSTA, GA 30906 LUMBERJACK LAWN & LANDSCAPING 3315 TIMBER TWIG LN AUGUSTA, GA 30906 BORSETH'S LAWNCARE 5065 DEER TRAIL DR. HEPHZIBAH, GA 30815

C & C VAUGHN LAWN SERVICE 2715 BERTRAND RD. AUGUSTA, GA 30906 BRITT'S LAWN SERVICE 2015 OLD SAVANNAH RD. AUGUSTA, GA 30901 BULLDOGS CUTS 907 PARK AVE AUGUSTA, GA 30901

BID ITEM# 23-113
VACANT LOT CLEANING & CUTTING
SERVICES FOR ENGINEERING
DEPARTMENT
BID DUE: Tue. 01/17/23 @ 11:00 a.m.

BID ITEM# 23-113
VACANT LOT CLEANING & CUTTING
SERVICES FOR ENGINEERING
DEPARTMENT
BID MAILED: 12/1/22

1 of 2

Item 24.

POND MAINTENANCE OF AUGUSTA 3707 COLBERT ST AUGUSTA, GA 30906

IN HIS NAME LAWNCARE 3550 CRAWFORDVILLE DR. AUGUSTA, GA 30906 M & C LAWN CARE
& MAINTENANCE SERVICES, LLC
3958 WRIGHTSBORO RD., SUITE C
AUGUSTA, GA. 30909

T. GARRETT ENTERPRISE LLC 2326 WALDEN DR. STE B. AUGUSTA, GA 30904 BORSETH'S LAWNCARE 5065 DEER TRAIL DR. HEPHZIBAH, GA 30815 AUGUSTA GREENS RIGHT AWAY 1600 KERON WAY HEPHZIBAH, GA 30815

ANYTHING OUTDOORS 885 SEQUOIA DRIVE LEXINGTON, SC 29073 YELLOWSTONE LANDSCAPE 702 MCKNIGHT INDUSTRIAL BLVD. MARTINEZ, GA 30907 TYLER LAWN CARE 1159 WALTONS TRAIL HEPHZIBAH, GA 30815

JENKINS & JONES ENTERPRISE 3002 HOLLINS DRIVE HEPHZIBAH, GA 30815

BARRETT WALKER LANDSCAPING 1830 BEAVER CREEK LANE HEPHZIBAH, GA 30815 BELL'S LAWN CARE 811 LANEY WALKER BLVD AUGUSTA, GA 30901

JUNE HAMAL
ENGINEERING & ENVIRONMENTAL
SERVICES DEPARTMENT

BID ITEM# 23-113
VACANT LOT CLEANING-& CUTTING
SERVICRS FOR ENGINEERING
DEPARTMENT
BID DUE: TUE. 17 JAN 23 @ 11:00 A.M.

HAMEED MALIK
ENGINEERING & ENVIRONMENTAL
SERVICES DEPARTMENT

PHYLLIS JOHNSON COMPLIANCE

BID ITEM# 23-113
VACANT LOT CLEANING-& CUTTING
SERVICES FOR ENGINEERING
DEPARTMENT
BID MAILED: /J//JJ

2 of 2

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.



Augusta Commission Meeting

April 18, 2023

Item Name: Approve Emergency Purchase For AUD For MasterMeter Meter Registers From Consolidated Pipe & Supply

Department: Utilities

Presenter: Michael Bryant

Caption: Motion to approve Purchase Order For AUD For MasterMeter Meter

Registers From Consolidated Pipe & Supply. (Approved by Engineering

Services Committee April 11, 2023)

Background: The AUD warehouse is requisitioning residential water meter registers

manufactured by MasterMeter which is sold in Georgia by

Consolidated Pipe & Supply. Water meter registers are a critical stock item needed to properly distribute water to customers through their water meter and in recording water consumption. This purchase is for a

model manufactured by MasterMeter that's compatible with our primary meter brand Badger. There is a significant delay in all of our

Badger orders. The warehouse is low in stock.

Analysis: An emergency request was submitted to Procurement for approval and entry

under the emergency procedures.

Financial Impact: \$63,495.00

Alternatives: None

Recommendation: Approve purchase order to order necessary water meter registers

Funds are available in 506000000-1134211

the following accounts:

REVIEWED AND N/A

APPROVED BY:

UTILITIES DEPARTMENT

Wes Byne, P.E. **Director**

TO:

Geri Sams

Director, Procurement Department

THRU:

Wes Byne, P.E.

Director, Utilities Department

FROM:

Michael J Bryant

CC:

DATE:

2023.3.9

SUBJECT:

JUSTIFICATION FOR EMERGENCY REQUESTS

The AUD warehouse is requisitioning residential water meter registers manufactured by MasterMeter. Water meter registers are a critical stock item needed to properly distribute water to customers through their water meter and in recording water consumption. This purchase is for a model manufactured by MasterMeter that's compatible with our primary meter brand Badger. There is a significant delay in all of our Badger orders. The warehouse is low in stock.

Approved:

Exceeds \$25k Reguires notification to Commission. Please prepare Agenda Item.

AUGUSTA UTILITIES DEPARTMENT IN-HOUSE REQUISITION

K3713498

EQUIPMENT Lools Tools Consolidated Pig		CHECK ALL THAT APPLY:	APPLY:	[RE	REQUISITION #	#1	
TOOLS	النجا		WATER	EQUIPMENT	CHEMICAL	LAB			ROUTINE	
ES SAFETY Z REPAIR LIFT STATION Z INVENTORY SOLE SOURCE COnsolidated Pipe & Supply Consolidated Pipe & Supply CONSOLIDATION SOLE SOURCE TOTAL PRICE TOTAL P		ON August Utilities WAREHOUSE	SEWER	☐ Tools	GASES	UNIFORM	S	ADA	☐ EMERGENCY	
Consolidated Pipe & Supply Consolidated Pipe & Supply						LIFT STATION	é D	/ENTORY	SOLE SOURC	ш
Consolidated Pipe & Supply	الم	#: 506000000	SEKVICE [_		OTHER) ITEM	PREFER ITEM	
TY UNIT PRICE TOTAL PRICE TOTA	H		VENDOR:	Consolidated F	Pipe & Supply					
TY UNIT PRICE TOTAL PRICE TOTA	1 4		ADDRESS:							
TY UNIT PRICE TOTAL PRICE TOTA			PHONE #:							
TOTAL PRICE			QUOTED BY:							
CMIT PRICE TOTAL PRICE T	- 1									
125.00 56,250.00 0.00 0.00 0.00 0.00 0.00 135.00 6,750.00 0.00 0.00 0.00 0.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00		ITEM DESCRIPTION	QUANTITY	UNIT PRICE		-		TAL PRICE	UNIT PRICE	TOTAL PRICE
0.00 0.00 0.00 0.00 135.00 6.750.00 0.00 0.00 0.00 0.00 495.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	_	Master Meter Elinx Reg	450	125.00		00		0.00		0.00
135.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	_	w/ Badger Plastic Kit				00		0.00		0.00
135.00 6.750.00 0.00 135.00 6.750.00 0.00 0.00 0.00 0.00 495.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63.495.00 0.00 0.00	-	W/ Itron 5' Connector			0.	00		0.00		00 0
135.00 6,750.00 0.00 0.00 0.00 0.00 0.00 495.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00	-				0.	00		00.00		000
495.00 0.00 0.00 0.00 495.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	\rightarrow	Master Meter Elinx Reg	50	135.00	6.75	00		0.00		00 0
495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	-	w/ Badger Plastic Kit			0.0	00		0.00		000
495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00	_	W/ Itron 25' Connector			0.	00	L	0.00		00 0
495.00 495.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00 0.00	_				0.0	00		0.00		00.0
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00	_	Elinx Register	1	495.00	49	00	L	0.00		0.00
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00	\rightarrow	Programmer			0.0	00		00.00		0.00
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00	-				0.0	00		00.0		0.00
0.00 0.00 0.00 0.00 0.00 0.00 63,495.00 0.00	_				0.0	00		00.00		0.00
0.00 0.00 0.00 63,495.00 0.00	_				0	00		00 0		000
63,495.00	_				0	00	L	000		00.0
63,495.00		SHIPPING CHARGES			0.0	00		000		00.0
		TOT	AL		63.495.0	00		00.0		00.00
	7	CATION AND EXPLANATION FOR PI	URCHASE:							

REQUESTED BY: Michael & Bryant

APPROVED BY: Michael & Bryant

Approved:



101 Regency Parkway Mansfield, Texas 76063 PH# 800-765-6518 817-842-8000 FAX# 817-842-8100

January 18, 2023

Augusta Utilities, GA Attn: Michael Bryant Project Engineer 1840 Wylds Rd. Augusta, GA 30909 MBryant@augustaga.gov

Dear Mr. Bryant:

On behalf of Consolidated Pipe & Supply and Master Meter, Inc. we appreciate the continued opportunity to serve your metering needs.

Please let this correspondence confirm that Consolidated Pipe & Supply is the only authorized waterworks utility distributor for Master Meter in the state of Georgia. This includes Master Meter's entire product line including but not limited to all sizes and types of water meters, AMR/AMI meter reading system, components, and accessories.

If you should have any questions or require additional information, please don't hesitate to contact me at 800-765-6518.

Respectfully,

Brandon Foster,

Regional Vice President of Sales

Master Meter, Inc.

cc: Brandon Crook, RSM, Master Meter, Inc.

Joey Todd, Meter Specialist, Consolidated Pipe & Supply

10887 Old Atlanta Highway Covington, GA 30014

Phone: (678)342-7666

 Quotation:
 Augusta Utilities
 Date:
 March 9, 2023

 Expiration:
 90 Days
 Attention:
 Michael

ject:	Registers				
tem	Quantity	Unit	Description	Unit Price	Extension
1	450	EA	Master Meter Elinx Register w/ Badger	125.00	56,250.0
			Plastic Kit & 5' Itron Connector		
2	50	EA	Master Meter Elinx Register w/ Badger	135.00	6,750.0
			Plastic Kit & 25' Itron Connector	100.00	0,730.1
3	1	ΕA	Elinx Register Programmer	495.00	495.0
				100.00	433.0
				SUB-TOTAL	63,495.0
				TAX	
				TOTAL	63,495.0

Signature: Joey Todd



Public Safety Committee

April 11, 2023

Mutual Aid Agreement

Department: Fire

Presenter: Antonio Burden, Fire Chief/EMA Director

Caption: Motion to approve the Mutual Aid Agreement between Augusta, Georgia and

USAG Fort Gordon, GA and to authorize the Mayor to execute the

appropriate documents.

Background: This agreement provides for assistance when disasters occur to the magnitude

which would necessitate the combined effort of both agencies to mitigate

said disaster(s)

Analysis: N/A

Financial Impact: N/A

Alternatives: None at this time.

N/A

Recommendation: To approve the Motion to approve the Mutual Aid Agreement between

Augusta, Georgia and USAG Fort Gordon, GA and to authorize the Mayor to

execute the appropriate documents.

Funds are available in

the following accounts:

REVIEWED AND APPROVED BY:

Antonio Burden, Fire Chief/EMA Director

MEMORANDUM OF AGREEMENT BETWEEN COMMANDER, U.S. ARMY GARRISON (USAG) FORT GORDON, GEORGIA AND AUGUSTA, GEORGIA AGREEMENT NUMBER IM W6CBAA-22273-466MOA

SUBJECT: Memorandum of Agreement (MOA) between the USAG Fort Gordon, Georgia and Augusta, Georgia for Mutual Aid for Fire Services

1. BACKGROUND: This MOA Mutual Aid Agreement (MOA) is entered into by, between, USAG Fort Gordon, Georgia, a federal military installation (hereinafter "USAGFG") and Augusta, Georgia, a political subdivision of the State of Georgia.

2. AUTHORITIES:

- 2.1. The Parties desire to enter into this agreement for mutual aid pursuant to Section 1856a, Title 42, United States Code, the Georgia Mutual Aid Act, O.C.G.A., Section 36-69-1, et seq., and pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3.
 - 2.2. DoDI 4000.19 (Support Agreements) 16 December 2020.
- 3. PURPOSE: To provide a cooperative and coordinated agreement that creates a systematic approach to expedite local mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the USAGFG and Augusta when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

4. RESPONSIBILITIES OF THE PARTIES:

- 4.1. Mutual Aid Assistances.
- 4.1.1. The generally available level of mutual aid shall be as agreed upon by USAGFG and Augusta. The party furnishing aid shall determine the actual amount of equipment and staff it will make available in each instance of emergency based on the available personnel and equipment and local conditions at the time of the emergency.
- 4.1.2. Aid furnished may be recalled at the discretion of the USAGFG Fire Chief or the Augusta Fire Chief or by a designee of the furnishing party.
- 4.1.3. The Parties will participate in joint training exercises to promote a basic standardization of operations and philosophy to the extent necessary as determined and

agreed upon by the USAGFG and Augusta.

4.2. Supervision.

- 4.2.1. The parties shall create an agreed-upon Incident Command System ("ICS"), which shall direct the handling of all incidents. Each party shall each designate and dispatch a Chief Officer. The Chief Officer of the furnishing party shall coordinate resources and shall report to the Chief Officer of the receiving party.
- 4.2.2. When the furnishing party's Chief Officer arrives before the receiving party's Chief Officer, the furnishing party's officer shall coordinate and give general directions as to the work to be done. This officer will be in command until properly relieved by the Chief Officer of the receiving party.
- 4.2.3. Personnel from the furnishing party will work under their own supervisors and with their own equipment except as provided in paragraph 4.1.1 above.
- 4.2.4. The appropriate officers of the receiving party will give direction regarding work to the Chief Officer of the furnishing party except as provided in paragraph 4.2.1 above.
- 4.2.5. Each party agrees that it will be responsible to provide any backup coverage necessary for its own operations.

4.3. Liability.

- 4.3.1. The provisions of this agreement shall not be construed as creating a duty or any liability on the part of the Parties to respond to an incident within the jurisdiction of the receiving party. The Fire Chief of the furnishing party shall have the sole discretion to determine if such aid shall be furnished to the receiving party.
- 4.3.2. There shall be no liability imposed on any party or its personnel for failure to respond pursuant to this agreement.
- 4.3.3. No employee, volunteer or agent of a party shall be deemed to be an employee, volunteer, or agent of the other party because of any action or incident arising pursuant to this agreement.
- 4.3.4. All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of such equipment or apparatus, if applicable.
- 4.3.5. Any damage or other compensation which is required to be paid to any employee, volunteer, or agent by reason of an injury occurring while providing services pursuant to this agreement shall be the sole responsibility of the party employing that employee, volunteer, or agent.
 - 4.3.6. The Parties hereby waive all claims for compensation for any loss,

damage, injury, or death occurring as a consequence of the performance of this agreement except those claims authorized under 15 U.S.C. 2210.

- 4.4. Consideration and Compensation.
- 4.4.1. No party is required to pay any compensation to the other party for services rendered pursuant to this agreement.
- 4.4.2. The mutual advantage and protection afforded by this agreement is adequate consideration to both Parties.
- 4.4.3. Each party to this agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other party.
- 4.4.4. Each party shall pay its own personnel and expenses without cost to the other party except as provided in this agreement.
 - 4.5. Standby of Equipment.
- 4.5.1. Each party agrees and acknowledges that it will be the responsibility of each party to provide the back-up coverage necessary for its own department.
- 4.5.2. If a receiving party has dedicated a major amount of fire suppression or specialized equipment on an incident, the receiving party may request aid to cover vacant areas by locating personnel or equipment of the furnishing party within that area.
- 5. PERSONNEL: Each party agrees to release the other party from any and all liability, claims, judgments, costs, or demands for damage to its own property or for personal injury to any personnel, whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to this agreement.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. USAGFG:

- 6.1.1.1. Primary POC: Fire Chief Darryl Stewart, (706) 791-1201, darryl.r.stewart.civ@army.mil.
- 6.1.1.2. Alternate POC: Deputy Fire Chief James Montoya, (706) 791-1203, james.a.montoya2.civ@army.mil.

6.1.2. Augusta:

- 6.1.2.1. Primary POC: Fire Chief/EMA Director Antonio Burden, (706) 821-4320, ABurden@augustaga.gov.
- 6.1.2.2. Alternate POC: Deputy Chief of Operations Keith Lively, (706) 821-2906 KLively@augustaga.gov.
- 6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed:
- 6.2.1. USAGFG: Ms. Kelly Daniels, <u>kelly.daniels14.civ@army.mil</u>, Management Analyst, GRMO, 307 Chamberlain Avenue, Building 33720, Room 367, Fort Gordon, GA 30905.
- 6.2.2. Augusta: Fire Chief/EMA Director Antonio Burden, ABurden@augustaga.gov, 3117 Deans Bridge Road, Augusta, GA 30906.
- 6.3. FUNDING: The Parties agree that they will not seek reimbursement for normal immediate response operating costs from the party requesting mutual aid assistance. For extended operations and planned events, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each Party hereby reserves the right to seek reimbursement from the other Party for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.
- 6.4. REVIEW OF AGREEMENT: This MOA will be reviewed on or around the anniversary of its effective date in its entirety and modified as required by existing conditions.
- 6.5. MODIFICATION OF AGREEMENT: This MOA may not be modified, amended, or waived except by a written document signed by the Parties.
- 6.6. NON-ENDORSEMENT: In accordance with the Joint Ethics Regulation, USAGFG is prohibited from endorsing or implying that it will endorse any non-Federal entity, event, product, service, or enterprise. This MOA does not imply endorsement by any agency within the Department of Defense, the United States Army, the United States Government or USAG.

7. IMPLEMENTATION / TERMINATION OF AGREEMENT: This MOA shall be effective upon the signature of officials of the installation. This agreement shall remain in effect for 5 years with joint review annually. This MOA constitutes the entire agreement between the Parties.

EVANS.REGINALD. Digitally signed by EVANS.REGINALD.KEITH.1234604	
KEITH.1234604488 488 Date: 2023.01.18 21:03:02 -05'00'	
REGINALD K. EVANS	GARNETT JOHNSON
Colonel, SC	Mayor
Commanding	Augusta, Georgia
STEWART.DARRY Digitally signed by STEWART.DARRYL.R.1068465989 Date: 2023.01.22 10:28:44 -05'00'	
DARRYL STEWART	ANTONIO BURDEN
Fire Chief	Fire Chief/EMA Director
Directorate of Emergency Services	Augusta, Georgia
	LENA J. BONNER
	Clerk of Commission
	Augusta, Georgia
Mid-Point Review Due Date:	
Mid-Point Review Completed By:	



Augusta Commission Meeting

April 18, 2023

Appoint Ms. Porsha Beasley to the Transit Advisory Board

Department: N/A

Presenter: N/A

Caption: Motion to appoint Ms. Porsha Beasley to the ARC Transit Citizens Advisory

Board representing District 2. (Requested by Commissioner Stacy

Pulliam)

N/A

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Ms.				
First Name *	Porsha				
Middle Name *	Creshawn				
Last Name *	Beasley				
Suffix					
Date Of Birth *	6/20/1986				
Address*	Street Address 1527 Avalon Ave Address Line 2 City Augusta Postal / Zip Code 30909	State / Province / Region GA Country United States			
Home Phone *	7069108158				
Work Phone					
Registered Voter*	District 1District 3District 5District 7None	District 2District 4District 6District 8			
Marital Status *	Single				
Education *	College Degree				
Race*	Black				
Gender*	Female				
Occupation*	Real Estate Professional				
Interests	Real Estate, Development, Augusta Homeless Task Force,				
Commissions, A	Authorities, & Boards				

Riverfront Development Review Board

Click add below to apply for more than one board.

Volunteer For*

*	I currently have relatives working for the City of Augusta		Item 27.
	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	Porsha@PCC2C.net		



Augusta Commission Meeting

April 18, 2023

Minutes

Department: Clerk of Commission

N/A

Presenter: N/A

Caption: Motion to approve the minutes of the regular meeting of the Commission

held March 29 and Special Called Meeting held April 11, 2023.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:



COMMISSION MEETING MINUTES

Commission Chamber Wednesday, March 29, 2023 2:00 PM

PRESENT

Mayor Garnett Johnson

Commissioner Brandon Garrett

Commissioner Jordan Johnson

Commissioner Bobby Williams

Commissioner Alvin Mason

Commissioner Sean Frantom

Commissioner Francine Scott

Commissioner Catherine Smith-McKnight

Commissioner Stacy Pulliam

Commissioner Tony Lewis

Commissioner Wayne Guilfoyle

INVOCATION

Head Pastor Bernard "Sonny" Mason, Woodlawn United Methodist Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA DELEGATION(S)

A. Mr. Marion Williams to discuss Boathouse Property

Presentation is made by Mr. Williams.

CONSENT AGENDA

(Items 1-2)

PETITIONS AND COMMUNICATIONS

1. Motion to approve the minutes of the Regular Meeting held March 21, 2023.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Item 28.

2. Motion to approve the appointment of Tim Turner to the Board of Zoning Appeals represend District 2. (Requested by Commissioner Stacy Pulliam)

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

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

AUGUSTA COMMISSION REGULAR AGENDA

(Items 3-30)

PLANNING

3. The Planning & Development Department is requesting that **Zoning Petition Z-23-09** be rescinded which was approved by the Commission in its meeting held March 21, 2023. The Planning Commission required that the petitioner/owner shall first apply and obtain **approval for a variance** for the north side yard setback requirement for the lot containing the existing home prior to this rezoning application being placed on the agenda of the Augusta Commission for their approval.

Motion to delete this item from the agenda.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

PUBLIC SERVICES

4. Motion to approve entering into a memorandum of understanding with R/C Supercross, Inc., a local non-profit organization, for the operation of Bayvale Park.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

5. New Location: A.N. 23-12: A request by Henry Scheer for an on-premise consumption Beer & Wine and a retail package Beer & Wine License to used in connection with Mally's Market located at 2860 Washington Rd. District 7. Super District 10.

Motion to approve.

Motion made by Frantom, Seconded by Guilfoyle.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pullique Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pullique Voting Yea:

6. New Ownership: Existing Location: A.N. 23-13: A request by Safi Ullah for a retail package Beer & Wine License to be used in connection with Sultan Corporation #1 located at 3671 Peach Orchard Rd. District 6. Super District 10.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

7. New Ownership: Existing Location: A.N. 23-14: A request by Shailendrasin Devdhara for a consumption on premise Liquor, Beer & Wine License to be used in connection with Sheraton Augusta Hotel located at 1069 Stevens Creek Rd. There will be Sunday Sales District 7. Super District 10.

Motion to approve.

Motion made by Frantom, Seconded by Mason.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

8. Discuss having a workshop on Augusta-Richmond County's STR (Short Term Rental) Ordinance. (Requested by Commissioner Stacy Pulliam)

Motion to approve having a workshop to review the ordinance regarding short-term rentals, to ask the Clerk and the Administrator to suggest some proposed dates for the workshop and to include interested parties such as the Augusta Chamber and the CVB.

Motion made by Pulliam, Seconded by Frantom.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Mason

ADMINISTRATIVE SERVICES

9. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to rehabilitate one (1) low to moderate income rental affordable unit for occupancy by a low to moderate income family.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

10. Motion to approve quantity (1) Lead hazard reduction projects. RFQ 22-188

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

11. Receive as information the emergency request for the replacement of a chilled water coil at Charles B. Webster Detention Center in the amount of \$26,715.00 by Trane US, Inc.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

12. Motion to approve the execution of the attached letter of intent between Augusta, Georgia and Augusta Technical College for the use and operation of the Augusta Municipal Golf Course.

Motion to approve.

Motion made by Williams, Seconded by Johnson.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

13. Receive as information an update from Wallace Roberts & Todd.

Motion to approve receiving this item as information.

Motion made by Scott, Seconded by Lewis.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Voting Nay: Mason

14. Discuss the emergency procurement of Emergency Medical Dispatch (EMD) software and equipment from Priority Dispatch.

Motion to approve receiving this item as information.

Motion made by Johnson. Seconded by Williams.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Pulliam, Lewis, Guilfoyle Ms. McKnight out.

ENGINEERING SERVICES

15. 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 \$384,415.00 for Greene Street Improvements Project. MEG assigned to Greene Street construction. RFP 19-179 / Requested by Engineering.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam,

16. Approve award of Construction Contract to Kiewit Infrastructure South Co. (Kiewit) in the amount of \$3,585,500.70 for Transportation Investment Act (TIA) Projects, Highland Ave. Bridge over CSX & Walton Way Bridge over Hawks Gully Maintenance Repairs Projects, subject to receipt of signed contracts and proper bonds. ITB 22-281A / requested by Engineering Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

17. Consider approval of Change Order No. 2 to Blair Construction, Inc.'s contract to construct the Fort Gordon Army Base B Street Water Main Improvement (20UTI194)

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

18. Motion to approve contracting with Jacobs to provide on-call consulting engineering services for the Utilities Department's Utility Privatization program at Fort Gordon. Jacobs is a prequalified consultant firm approved on RFQ 18-132

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

19. Approve \$1,800,000 for continue the funding for the current On-Call Augusta Infrastructure Routine Maintenance- Storm Drainage, Sidewalks, Street Lighting and Concrete Work Contract to Blair Construction Inc., Beams Contracting Inc., Larry McCord, LLC, Horizon Construction & Associates, and J & B Construction and Services Inc. requested by Engineering. RFP 21-155 Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

20. Approve Supplement funding to Goodwyne, Mills & Cawood (GMC) for SA 1 in the amount of \$65,721.00 and SA2 in the amount of \$78,666.00 for a total of \$144,387.00 for the 13th Street & Telfair Street Improvements TIA Projects Construction Phase Services (CEI). Requested by Engineering / RFP 18-266

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pullia 507

21. Discuss a permanent lawn maintenance schedule of city-owned lots during peak growth season March- October. (Requested by Commissioner Stacy Pulliam)

Motion to delete this item from the agenda.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

FINANCE

22. Discuss conducting a forensic audit be conducted within our local government departments. (Requested by Commissioner Catherine McKnight)

It was the consensus of the Commission that this item be forwarded to a subsequent meeting at the request of Commissioner McKnight.

PUBLIC SAFETY

23. Motion to approve the contract agreement with Lightspeed and the Charles B. Webster Detention Center. The contract is for a five year agreement at \$36,288 per year.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

24. Motion to approve Memorandum of Understanding (MOU) between the Augusta Information Technology Department and Georgia Emergency Management and Homeland Security Agency for Grant Applications. Any grant applications will be approved through Augusta's normal grant review process.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

25. Motion to approve the upgrade of Information Technology's Cisco security appliance and purchase associated software through DISYS Solutions, Inc.

Motion to approve.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

26. Motion to approve the replacement of existing virtual server and storage environments.

Motion to approve.

Item 28.

Motion made by Garrett, Seconded by Smith-McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

27. Discuss Gold Cross EMS Termination Letter. (Requested by Mayor Garnett Johnson)

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Mason, Scott, Pulliam, Lewis, Guilfoyle

Ms. McKnight and Mr. Frantom out.

28. Receive the 2022 Information Technology Annual Report as information.

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

29. Update from EMS subcommittee and discuss subsidy rate needed. (Requested by Commissioner Sean Frantom)

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Scott.

Voting Yea: Garrett, Johnson, Williams, Mason, Scott, Pulliam, Lewis, Guilfoyle

Ms. McKnight and Mr. Frantom out.

LEGAL MEETING

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

ADDENDUM ITEM

1. Motion to approve the appointment of Donnie Smith to the Augusta Planning Commission representing District 10. (Requested by Commissioner Wayne Guilfoyle)

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 McKnight.

Voting Yea: Garrett, Johnson, Williams, Mason, Scott, Pulliam, Lewis, Guilfoyle.

CALLED MEETING

COMMISSION CHAMBER April 11, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, April 11, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, Lewis and Guilfoyle, members of Augusta Richmond County Commission.

ABSENT: Hon. Johnson, member of Augusta Richmond County Commission.

Mr. Mayor: Thank you all for being here today. I hereby 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. We would request a motion to go into executive session for the discussion of pending or potential litigation and real estate.

Mr. Mason: So move.

Ms. McKnight: Second.

Mr. Mayor: Madam Clerk, we have a motion and a second. Voting.

Mr. Frantom and Mr. Garrett out.

Motion carries 7-0.

Mr. Mayor: Thank you, Madam Clerk. We'll now go into executive session.

[EXECUTIVE SESSION]

Mr. Mayor: Madam Clerk, I call this meeting back to order. Attorney Brown, are there any motions from executive session?

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

Mr. Brown: First order of business, Mayor Johnson, we would like to request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Ms. Scott: Second.

Mr. Mayor: So, Madam Clerk, I have a motion and a second. All right, voting.

Mr. Mason out. Motion carries 9-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Yes, sir, thank you. Mayor Johnson, Commission, we request a motion to adopt a Resolution authorizing the settlement of Workers Compensation claim by Betty Wells in the total amount of \$30,000 payable to Betty Wells, further authorizing the Administrator to disburse this amount of \$30,000 directly to the payee or through its servicing agent for Workers Compensation claim waiving any Augusta Richmond County Georgia ordinances in conflict with this resolution for this instance only and for other purposes.

Mr. Garrett: So moved.

Mr. Mason: Second.

Mr. Mayor: So there's a motion and a second. Without further discussion, voting.

Motion carries 9-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown, is there any further business before we proceed with the committee meetings?

Mr. Brown: No, sir.

Mr. Mayor: Thank you so much. Madam Clerk, I hereby turn it over to the committee chairpersons.

The Clerk: Thank you.

Mr. Frantom: All right, I'd like to call Public Services to order. Any additions or deletions?

The Clerk: No, sir.

Mr. Frantom: Okay. If there's no questions from my colleagues, I'd like to consent the following agenda items. Number 1, number 2, number 7 –

The Clerk: Oh, Mr. Mayor. I'm sorry, we did have additional items on our special called meeting which was an oversight. Can we reconvene our closed meeting?

Mr. Frantom: I will close Public Services here.

Mr. Mayor: Yeah, we'll reconvene. I'll call the meeting back to order to address this special called meeting agenda.

The Clerk: Yes, sir.

Mr. Frantom: Do we need a motion to reconvene, sir?

The Clerk: Yes, sir.

Mr. Frantom: Can I get a motion to reconvene the special called meeting?

Ms. McKnight: Motion.

The Clerk: Mr. Frantom, are you making a motion to reconvene? Okay.

Mr. Mayor: So I have a motion and a second from the commissioner from the 3rd. Voting.

Motion carries 9-0.

3. Motion to approve and authorize the Engineering & Environmental Services Department (Engineering) to purchase 0.44 Wetland and 838.8 Stream mitigation credits at a total cost of \$104,738 from the Yam Grandy Wetland & Stream Mitigation Bank to mitigate wetland and stream impacts as determined necessary by the US Army Corps of Engineers regarding the Barton Chapel @ Gordon Highway Intersection Improvements Project. Requested by Engineering. (Requested by I.A. Takiyah Douse)

Mr. Garrett: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, there's a motion and a second. No further discussions, voting.

Motion carries 9-0.

Mr. Mayor: Thank you. If there's no further business, we hereby close out this meeting.

The Clerk: Item #4.

4. Motion to approve the contract for 9-1-1 Ambulance Response and Emergency Medical Services with Central EMS. (Requested by I.A. Takiyah Douse)

Mr. Mayor: Administrator.

Ms. Douse: Mayor Johnson, I would like for you to delete this item please from the agenda.

Mr. Mayor: Certainly. Is there a motion to delete?

Mr. Williams: Yes, sir. I move to delete.

Mr. Mason: Second.

Mr. Mayor: Madam Clerk, there's a motion. And a second. Is there any further discussion?

Mr. Williams: Yes, sir.

Mr. Mayor: The Chair recognizes the commissioner from the 5th.

Mr. Williams: Interim Administrator Douse, what day are we going to actually meet?

Ms. Douse: I can have this item added to the Commission agenda for next Tuesday.

Mr. Williams: Is that good with everybody? All right, so be it. Thank you.

Mr. Mayor: Any further discussion? If not, I have a motion and a second. Voting.

Motion carries 9-0.

Mr. Mayor: Madam Clerk, is there any further business before I call this meeting?

The Clerk: We'll try it this time. Thank you, sir.

Mr. Mayor: Thank you so much. This meeting is hereby closed. Now back over to our committee chairpersons. Thank you.

[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 meeting of the Augusta Richmond County Commission held on April 11, 2023.

Clerk of Commission	



Commission Meeting

Meeting Date: April 18, 2023

CEMS Contract Approval

Department: Administrator's Office

Presenter: Takiyah A. Douse

Caption: Motion to approve the Contract for 9-1-1 Ambulance Response and

Emergency Medical Services with Central EMS.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND APPROVED BY:

_

N/A



Commission Meeting

Meeting Date: 4/18/2023

Charles B. Webster Detention Center Emergency Request

Department: Central Services Department

Presenter: Ron Lampkin

Caption: Request emergency funding for the replacement of several items at Charles B.

Webster Detention Center in the amount of \$1,405,895.14. A fifteen (15%)

contingency of \$210,884.27 was included. The final amount with contingency is

\$1,616,779.41.

Background: Per accreditation requirement and to comply with the appropriate regulatory

agencies, several areas have been identified requiring immediate attention at the CBWDC facility. The urgency to perform these corrections in order to comply

with regulations constitute an emergency at this location.

Analysis: Alrich Electric Contracting Company – To install and replace breakers/panels for

any existing and new equipment.

\$30,000.00

Trane Co. - Commode flush valve upgrade

\$481,117.68

Coleman Construction, Inc. - Hot water equipment, insulation, and shower valve

assembly replacement

\$300,977.00

O'Brien Glass - Glass replacement

\$7,220.46

Hixon's Roofing & Construction - Roof replacement

\$586,580.00

Financial Impact: The final amount with a fifteen percent (15%) contingency is \$1,616,779.41

Alternatives: A - Approve the request

B – Do not approve the request

Recommendation: Request emergency funding for the replacement of several items at Charles B.

Webster Detention Center in the amount of \$1,405,895.14. A fifteen (15%)

Item 30.

contingency of \$210,884.27 was included. The final amount with contingency \$1,616,779.41.

Funds are available in the following accounts: To be determined



Plumbing & Mechanical Piping Contractors

ESTIMATE

To: Charlie Webster Detention Center Date: 03/31/2023
Attn: Timothy Howard Proposal # 8703

Project: Miscellaneous Repairs

Augusta GA.

Timothy,

Thank you for your continued interest in our company and for allowing us the opportunity to provide you with pricing for this project. Our estimate is based on our site visit and conversations with Kyle Norton.

Our estimated costs below include the labor, material and equipment to complete the following tasks:

Replace existing boiler, expansion tank, mixing valve and

Insulation 1/2" water line from control valve to VAV:

Replace existing shower valve assemblies (no longer available)

C-POD Showers – Wings B,C,E,F (16 Total)

with new ACORN Model 1741-3M-RD-SW:

٨	7	1	5	
А	1.	4	7	_

E Pod Hallway-

repair leaks on ½" and 3" water piping	\$60,384.00
B246- Replace existing boiler, expansion tank, mixing valve and repair leaks on ½" and 3" water piping	\$60,384.00
Outside of C246 – Reinsulate 80' of 6" copper domestic water main	\$ 5,200.00
2 nd Floor Kitchen Mech Room- Replace 6x3 copper tee that is leaking and re-insulation:	\$ 5,765.00
Hallway E Pod Visitation- Reconnect separated duct work and insulate ½" water line from control valve to VAV	\$ 4,785.00

\$54,245.00

\$ 1,724.00





B-POD Showers – Wings B,C,E,F (16 Total) Replace existing shower valve assemblies (no longer available) with new ACORN Model 1741-3M-RD-SW:

\$54,245.00

A-POD Showers – Wings B,C,D,E (16 Total) Replace existing shower valve assemblies (no longer available) with new ACORN Model 1741-3M-RD-SW:

\$54,245.00

We exclude any of the following from our scope of work:

Electrical wiring, starters, controls, or disconnects.

Equipment pads or vibration isolation.

Seismic restraints or hangers; design or engineering fees for seismic design.

Storm water, irrigation, or fire protection piping.

Gas or water meters, sewer taps, any associated meter or tapping fees.

Patching of any walls, floors or ceilings; Painting of any kind.

Engineering or bonding fees (if bond is required, please add 2%).

Fees for 3D design or coordination drawings.

Note: This proposal may be withdrawn if not accepted within 30 days.

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

Thank you,

Tim Coleman

Item 30.



Proposal

Project Name: Charles B. Webster Detention Center Roof Replacement and Repairs

Project Address:

1941 Phinizy Road, Augusta, Georgia

Proposal Date: 3/31/23

Augusta, Georgia 30906 Proposal Version: 1

Contractor/Owner: Augusta Richmond County Contact: Maria Rivera-Rivera

Section 1A

Remove and Properly Dispose of Existing Metal Coping

Fully Adhere 50 MIL Duro-Last Membrane Roofing System

Install Termination Bar at Required Locations

Flash Around all Curbs and Roof Penetrations

Install Custom Duro-Last Pipe Boots

Install Pitch Pockets for A/C Lines

Install 24 Gauge TPO Drip Edge at Required Locations

Provide Lift and Dumpsters for Duration of the Job

Duro-Last Manufacturer Inspection

Install New Duro-Last Two Part Compression Metal at Parapet Walls

Section 1A Base Bid Total: \$236,385.00

Section 3

Remove and Properly Dispose of Existing Metal Coping

Fully Adhere 50 MIL Duro-Last Membrane Roofing System

Install Termination Bar at Required Locations

Flash Around all Curbs and Roof Penetrations

Install Custom Duro-Last Pipe Boots

Install 24 Gauge TPO Drip Edge at Required Locations

Provide Lift and Dumpsters for Duration of the Job

Duro-Last Manufacturer Inspection

Install New Duro-Last Two Part Compression Metal at Parapet Walls

Section 3 Base Bid Total: \$350,195.00

General Clarifications		
1.)	Please see attached sketch for section areas figured.	
2.)	To warranty parapet walls new metal coping must be installed.	
3.)	5 year workmanship warranty included on work.	
4.)	15 year NDL warranty on material.'	
5.)	Proposal is valid for 30 days from date listed on proposal.	
6.)	No permits, fees, or testing of any kind included.	
7.)	No performance and payment bond included.	
8.)	No items not specifically listed in proposal included.	



Trane Turnkey Proposal



Turnkey Proposal For:

Maria Rivera-Rivera

City of Augusta 535 TELFAIR ST SUITE 800 Augusta, GA 30901-3090 U.S.A.

Local Trane Office:

Trane U.S. Inc. 804 Trane Road Augusta, GA 30909

Local Trane Representative:

Calvin Smith Account Manager Cell: 706-699-3614

Proposal ID:

Date: March 24, 2023



TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Augusta-Richmond County reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Augusta-Richmond County to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Some key features and benefits Augusta-Richmond Cnty should expect from this project are highlighted below.

- Water efficiency and savings
- Reliability in the flushing system

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$. This investment will provide Augusta-Richmond County with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Augusta-Richmond County for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Calvin Smith Account Manager, Trane U.S. Inc.



Prepared For:

Maria Rivera-Rivera

Job Name:

Webster Detention Flush Valve Upgrades

Delivery Terms:

Freight Allowed and Prepaid – F.O.B Factory

State Contractor License Number:

Date:

March 24, 2023

Proposal Number:

Payment Terms:

Net 30

Proposal Expiration Date:

30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with Maria Rivera-Rivera and based on the site surveys performed.

Turnkey Installation of Flush Valve Upgrades (only)

- (242) Newer Sections replace valves, stops, vacuum tube assemblies (including 90s) and gaskets
- (264) Older Sections replace stops, vacuum tube assemblies (including 90s) and gaskets
- (506) Whole Facility Install flush valve pipe stabilizers

Proposal Notes/ Clarifications

- All work to be performed during normal business hours (8am to 5pm, M-F, non-holidays)
- Proposal does not include "Premium Time" or Price Contingency therefor
- Equipment Order Release and Services rendered are dependent on receipt of PO/Subcontract and credit approval
- Trane will not perform any work if working conditions could endanger or put at risk the safety of our employees or subcontractors
- Asbestos or hazardous material abatement removal shall be performed by customer



Pricing and Acceptance

Maria Rivera-Rivera Deputy Director, Facilities Augusta – Richmond County Central Services Department 2760 Peach Orchard Rd Augusta, Georgia 30906

Site Address: Webster Detention Center f/k/a Phinizy Rd Jail 1941 Phinizy Road AUGUSTA, GA 30906 **United States**

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by *aw*)......\$ 481,117.68

Performance and Payment Bond is included.

Financial items not included

· Guarantee of any energy, operational, or other savings

Respectfully submitted,

Calvin Smith Account Manager Trane U.S. Inc.



ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

Submitted By: Calvin Smith	Cell: Office:
CUSTOMER ACCEPTANCE	Proposal Date: March 24, 2023
Augusta-richmond Cnty	TRANE ACCEPTANCE
	Trane U.S. Inc.
Authorized Representative	
	Authorized Representative
Printed Name	
	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:



TERMS AND CONDITIONS - COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

- 1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in the Proposal party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and Customer's obligation to pay for Work rendered by Company to the date of cancellation.
- 2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
- 3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
- 4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
- 5. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
- **6. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
- 7. Payment. Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
- 8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
- 9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
- 10. Completion. Notwithstanding any other term of condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the excepted items, if applicable, has/have been completed.
- 11. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.



- 12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
- 13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
- 14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
- 15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.
- 16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.
- 17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).
- 18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.
- 19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

- 21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.
- 22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the



Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability \$2,000,000 per occurrence

Automobile Liability \$2,000,000 CSL Workers Compensation Statutory Limits

27. U.S. Government Work.

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

- 24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.
- 25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be bi
- 26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-26; 52.222-36; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that



Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

- 1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
- 2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
- 3. Keep all Inbound ports closed to any IP Addresses in the BAS.
- 4. Remove all forwarded inbound ports and IP Addresses to the BAS.
- 5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
- 6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
- 7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
- 8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123) Supersedes 1-26.251-10(1221)

O'Brien Glass

3842 Washington Rd Martinez, GA 30907 (706) 860-7054

Estimate

Date	Estimate #
3/13/2023	22305

Name / Address

AUGUSTA RICHMOND COUNTY - JAIL CHARLES B. WEBSTER DETENTION CENTER 1941 PHINIZY ROAD AUGUSTA, GA 30906 ERIC BELL 706-821-1627

			Project
Description	Qty	Rate	Total
A POD DAY ROOM 42 X 63 LEXAN B POD SLIDING DOOR 44 X 23 LEXAN F POD A-10 & A-1 15 1/4 X 35 1/2 LEXAN E-3 15 1/4 X 35 1/2 LEXAN E-6 15 1/4 X 35 1/2 LEXAN M-4 21 1/4 X 24 1/2 LEXAN MM-27 2 1/4 X 35 1/2 LEXAN G-POD TOWER 35 1/2 X 65 LEXAN C-4 21 1/2 X 35 1/2 LEXAN I-POD MB7 22 X 41 LEXAN MT 12 21 1/4 X 29 1/4 LEXAN FT 3 21 1/4 X 29 1/2 LEXAN BUTYL TAPE LABOR		1,088.64 440.00 240.00 240.00 240.00 238.33 330.00 990.00 335.00 275.00 275.00 212.80 1,935.69	1,088.64 440.00 240.00 240.00 240.00 238.33 330.00 990.00 335.00 275.00 275.00 212.80 1,935.69
		Subtotal	\$7,220.46
		Sales Tax (8.0%)	
		Total	\$7,220.46



PO Box 12309 Augusta, GA 30914-0099 Phone 706-736-4402 706-737-5708

Ship To 2110 Vandivere Road Augusta, GA 30904 info@alrichelectric.com

Attention: Timothy Howard

RE: CBWDC Kitchen/Laundry/other

Dear Mr. Howard.

We are pleased to submit, for your consideration, our proposal for furnishing and installing the Electrical Work for the above referenced project.

April 10, 2023

CLARIFICATIONS

The following items ARE included in our Proposal:

1. Complete all of the various tasks listed on Page 2 of this propsal

The following items **ARE NOT** included in our Base Bid Proposal:

- A. Any breakers/panels should any of the existing equipment prove to be faulty, full, or overloaded
- B. Any bonding if required add 1.5%
- C. Any sheetrock patching/painting or concrete cutting/patching
- D. Any Exterior site work/GA power costs
- E. Any Design or Engineering costs

Notes:

We will be using our standard billing rates

QUOTATION PRICE

Base Bid for Electrical Work per plans, specifications, clarifications, as detailed above; furnished and installed, and sales tax included.

\$30,000 Not to Exceed This NTE will also include the cost for our multiple assessment trips

We appreciate your consideration of Alrich Electric Company. Should you have any questions, or require additional information, please contact me at (706) 399-9402 or at brandon hebbardar abrichelectric com

Sincerely,

Brandon Hebbard President/CEO Alrich Electric Contracting Co., In-

Task List for NTE

Laundry:

Make safe all 11 disconnects listed below for demo Replace 6 disconnects LFL (Like for Like) and wiring for the washers Replace 5 disconnects LFL and wiring for the dryers Tighten Electrical panel connections Clean and vacuum electrical panels

Kitchen:

Make safe all of the items listed below for demo

Dishwasher- Extend existing wiring as needed to reconnect new equipment Mixer, 2x Fryers, 2x Tilt Skillets- Swap all items over to new power. Replace wiring if damaged Receptacles- Replace as needed in area Tighten Electrical panel connections Clean and vacuum electrical panels

Showers:

Demo 21 existing light fixtures
Re pull wire for 21 fixtures
Install 21 new fixtures (fixtures provided by others)
Rework receptacles that have been damaged and install tamper proof screws in D Block
Repair Boxes that have been damaged and install covers with tamper proof screws in D Block

Lighting Control Panels

Swap existing faulty relays with spare relays located in existing lighting control panel.

If relays need to be ordered, or a new panel needs to be installed, this is $\underline{\mathbf{NOT}}$ included in this price.



Augusta Commission Meeting

April 18, 2023

Forensic Audit

Department: N/A

Presenter: N/A

Caption: Discuss conducting a forensic audit within our local government

departments. (Requested by Commissioner Catherine McKnight- no

recommendation from Finance Committee April 11, 2023)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

N/A

the following accounts:

REVIEWED AND

APPROVED BY:



Augusta Commission Meeting

April 18, 2023

Best Friends Animal Society

Department: Augusta Commission

Presenter: Mayor Pro Tem Branden Garrett

Caption: Consider presentation from **Best Friends Animal Society** regarding an

introduction of a new way to manage outdoor cats that is more effective and fiscally responsible than the current method. (**No recommendation from**

Public Safety Committee April 11, 2023)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are available in the following accounts:

REVIEWED AND APPROVED BY:



Community-Based
Solutions for Managing
Community Cats

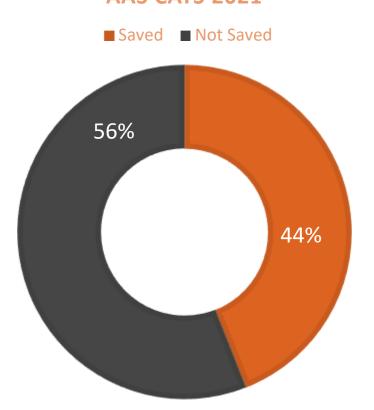
Best Friends SAVE THEM ALL

Carrie Ducote, MS
Best Friends Animal Society
Carried@bestfriends.org

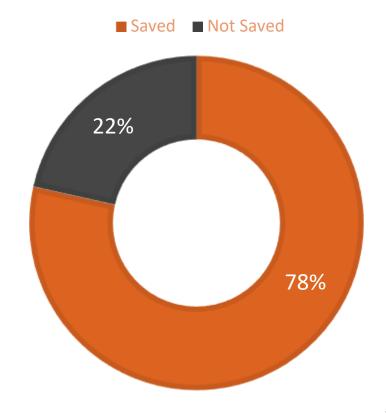


Augusta Animal Services

AAS CATS 2021

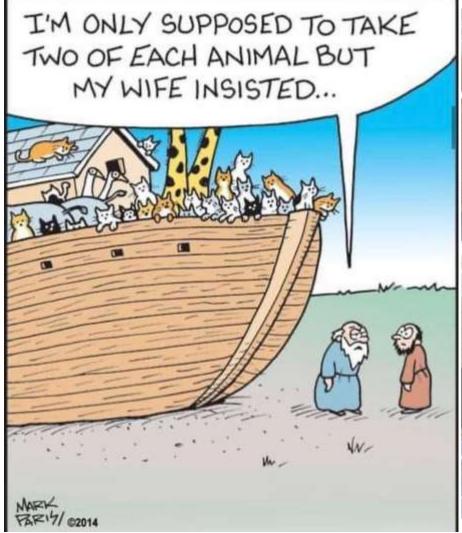


GEORGIA AVERAGE CATS 2021





Current model







New community cat programming model







Fiscal Responsibility

*Average cost to TNVR a cat = \$59.00 versus

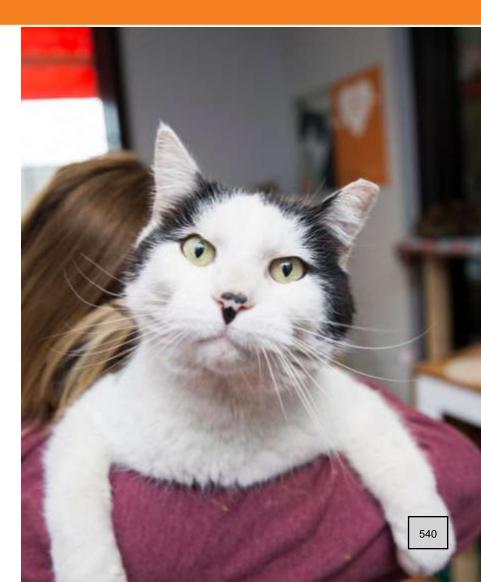
\$110 for picking up, handling, euthanizing, and disposing of an animal.



Complaint reduction data

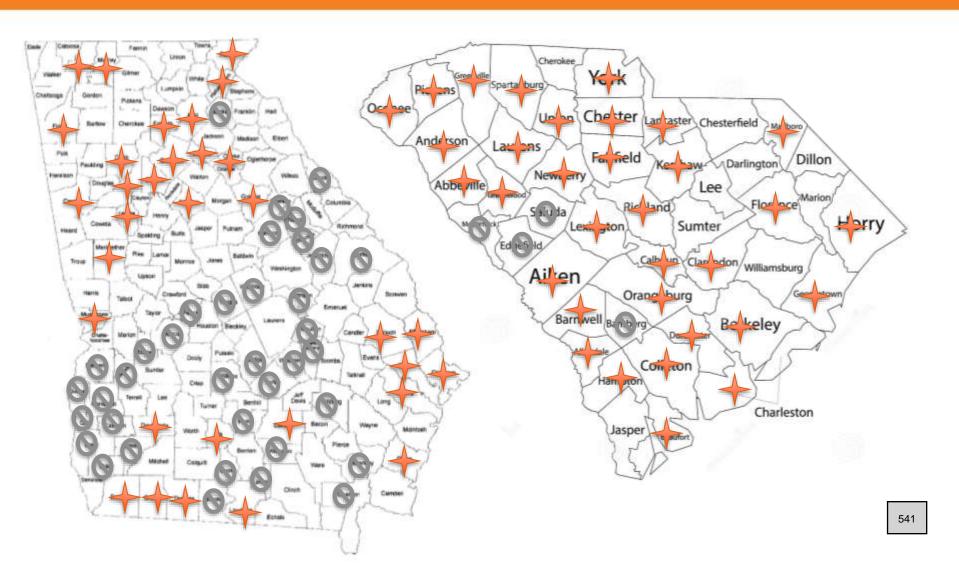
"In pilot studies related to a long-term study of a trapneuter-return (TNR) program in rural North Carolina, researchers documented a 36% average population reduction across six colonies of sterilized cats during the first two years. Meanwhile, the population of three unsterilized colonies (serving as "controls") increased by an average of 47% ."

*source



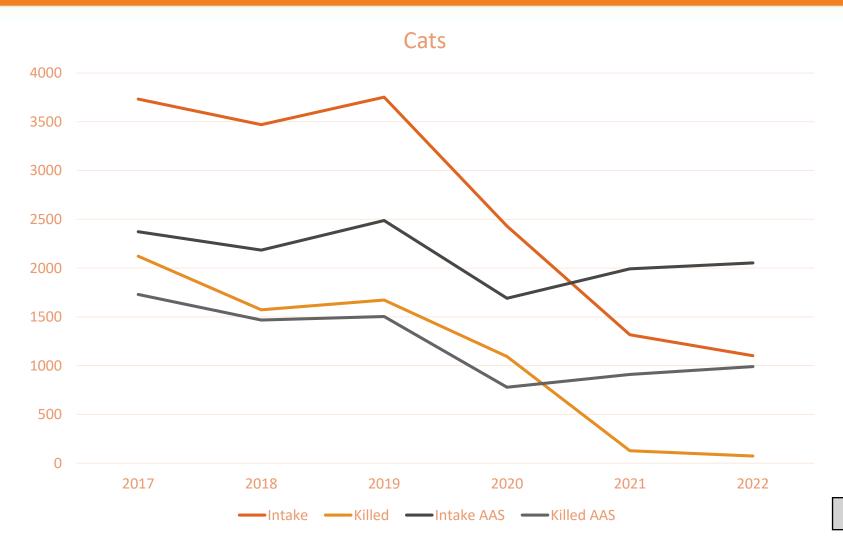


Effective in other communities Eleman Effective in other communities Eleman Ele





Horry County, SC





Community Support for community cat progressions.



- In the results of a recent survey conducted within Richmond County, over 60% of respondents consistently agreed that CCPs keep the community safe, saves the county money, improves the lives of the cats, and saves lives & resources at the animal shelters.
- It also showed that 73% of residents either liked having the cats around, or at least felt indifferent to their presence.
- By far the biggest concern to residents about community cats was the overpopulation



Ordinance Opportunities

- Define Community Cats
- Exempt Community Cats from at-large and rabies tag sections
- Exempt caregivers from abandonment
- Grant ACOs ability to return animals to their homes without impounding them





Additional Resources

Alley Cat Allies: Proven Practices in Colony Care
Hyperlinked here

Frontiers In Veterinary Science Study: Free Roaming Cat Management Strategy

Hyperlinked here

The Impact of Caring and Killing on Physiological and Psychometric Measures of Stress in Animal Shelter Employees: A Pilot Study Hyperlinked here

TNR results: Free-roaming cat numbers reduced in rural study Hyperlinked here



Augusta Commission Meeting

April 18, 2023

Reappointment of Mr. William Mills, Board of Tax Assessors

Department: N/A

Presenter: N/A

Caption: Motion to approve the reappointment of Mr. William Mills to the Augusta-

Richmond County Board of Tax Assessors representing Super District

9. (Requested by Commissioner Bobby Williams)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

UPDATED 01/03/23

NAME OF BOARD Augusta-Richmond Board of Tax Assessors

<u>Members</u>	Term	<u>Appointed</u>	Effective	Expires	Dist.
Renee D'Antignac	4-yr	05/19/20	Immediately	4/24/24	9 (22)
James W. Scott	4-yr	03/19/19	04/24/19	4/24/23	10 (23)
Juanita L. Burney	4-yr	01/21/20	04/25/20	4/24/24	10(23)
William Mills	4-yr	05/07/19	05/07/19	4/24/23	9(22)
*Lekendrea N. Frazie	er 4-yr	5/03/22	05/03/22	4/24/25	10(23)
Frank Middleton	4-yr	4/25/21	04/25/21	4/24/25	9(22)

EX-OFFICIO:

Commissioner Wayne Guilfoyle

LEGISLATIVE APPOINTMENTS:

Bryan Simpkins 04/24/23 Bob O'Neal 04/24/23

MEETING DATE: Second Monday of each month 4:00 P.M.

WHERE: Tax Assessor's Office

FUNCTION: Assess all real estate and personal property.

CREATED: 1973 Ga. L. p. 2813; 1974 Ga. L., p.3069;

1993 Ga. L. p. 4482

CONTACT: Renee D'Antignac at 706-821-1765

COMPENSATION: Chairman \$875, members \$625.00 per month

^{*}Mura Dial- resigned effective May 1, 2022 and Lekendrea N. Frazier appointed to the unexpired term

TALENT BANK INFORMATION QUESTIONNAIRE

To be	compl by persons desiring to volunteer their services on the
	Authority, Board or
Comm	ission for Augusta, Georgia.
NOTE	: Any information entered on this questionnaire would become public infonnation upon your submission/appointment.
Email	Address billMills 840 Smailicen
Date_	4/10/19
	Name William Mills
	Home Phone Cell # 706-564-7625 Bus Phone 706) \$22-0493
2.	Address 807 Champions Proc Rich. Ga. 30909 Street County State Zip
3.	Date of Birth 3/26/53 Sex: Male Female
4.	Registered Voter: YesNo
5.	Voting District S
6.	Martial Status: Single Married Separated Divorced Divorced
7.	Education: High School Lucy C. Larry
	Collège Taine /Lona Linder University
8.	Relatives working for the City or County: DR. Fully Williams
9.	Occupation: Dist & Comm.
10.	Race: White African-American Asian

1.



Commission Meeting

April 18, 2023

Appointment

Department: N/A

Presenter: Commissioner Jordan Johnson

N/A

Caption: Motion to consider the appointment of Dr. Onnie Poe to the Department of

Behavioral Health and Developmental Disabilities Council (DBHDD).

(Requested by Commissioner Jordan Johnson)

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

the following accounts:

REVIEWED AND

APPROVED BY:

Natasha L. McFarley

From:

Commissioner Jordan Johnson

Sent:

Tuesday, April 11, 2023 11:58 PM

To:

Lena Bonner

Cc:

Natasha L. McFarley; Nancy Morawski

Subject:

Appointment

Ms. Bonner,

Will you add to the next full commission agenda, appointment to the Department of Behavioral Health and Developmental Disabilities Advisory Council, Dr. Onnie Poe?

Thank you

In Solidarity,

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

"Our problems are manmade; therefore, they can be solved by man. No problem of human destiny is beyond human beings." - President John F. Kennedy

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

Augusta GEORGIA

Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title	Dr.	
First Name *	Onnie	
Middle Name*	Payne	
Last Name*	Poe	
Suffix		
Date Of Birth*	8/31/1979	
Address*	Street Address 4101 Foreman Way Address Line 2	
	City	State / Province / Region
	Hephzibah	GA
	Postal / Zip Code	Country
	30815	USA
Home Phone *	706-294-5105	
Work Phone		
Registered Voter*	District 1 District 3 District 5 District 7 None	District 2 District 4 District 6 District 8
Marital Status *	Married	
Education*	Doctorate Degree	
Race*	Black	
Gender*	Female	
Occupation*	Educator	
Interests	Mental Health, Disabilities, Youth, Education	on,

Commissions, Authorities, & Boards

Volunteer For * Housing and Community Development

Citizens Advisory Board

Click add below to apply for more than one board.

Volunteer For*	Citizen Engagement Focus Gro		Item 34.
Volunteer For*	CSRA Economic Opportunity A Click add below to apply for more than	540 (C-1) C-1	
*	I currently have relatives working for the	e 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	Onnie@fillinginthegaps.net		
9			



Georgia Department of Behavioral Health & Developmental Disabilitiq

Judy Fitzgerald, Commissioner

Item 34.

Region 2 DBHDD Regional Field Office

3405 Mike Padgett Highway, Bldg. 3, Augusta, Georgia 30906

Phone: 706-792-7733 Fax: 706-792-7740 Toll Free: 1-866-380-4835

Department of Behavioral Health and Developmental Disabilities Region 2 Advisory Council

Dear County Resident:

The Region Two Department of Behavioral Health and Developmental Disabilities (DBHDD) Advisory Council needs you to be an advocate for those who require mental health, developmental disability, and addictive disease services. While there are many important things you can do for your community, this is one that is seriously needed now.

In the commission of your duties as a council member, you will listen to your community and report back to the Advisory Council on the needs of both the consumers and providers of these services. This information will help plan for needed changes in service delivery and address major planning changes.

A person who is willing to accept this unpaid job (transportation costs are reimbursed) is a person of exceptional compassion. The individuals who use these services have a heavy load and, in many cases, cannot advocate or speak for themselves. In addition to being asked to perform the duties of the Advisory Council to the best of your ability, you are asked to support the Constitution of the United States and the State of Georgia.

Please keep in mind that you cannot be the holder of any public money due the State and unaccounted for, nor can you be the holder of any office or trust under the US Government, State, or any foreign state. Consumers of mental health and/or disability services and family members of consumers are strongly encouraged to respond.

This is a council of concerned, active citizens. We welcome you to join us.

Sincerely,

Region 2 DBHDD Advisory Council

Item 34.

DBHDD

Georgia Department of Behavioral Health & Developmental Disabilities Judy Fitzgerald, Commissioner

THE REGION 2 DBHDD Advisory Council AT A GLANCE

What We Do

The Georgia Department of Behavioral Health and Developmental Disabilities, in partnership with others, will effectively deliver compassionate, innovative, and accountable services to individuals, families, and communities. In addition to sharing this mission, the Regional Advisory Council shares the state's obligation and responsibility to develop and implement planning and service delivery systems that focus on a core set of consumer oriented, community based values and principles which include, but are not limited to:

- ▶ Consumer and family choice about services and providers
- A single point of accountability
- ▶ A comprehensive, accessible, and adaptive system of service delivery
- Public programs and private programs utilized in the interest of consumer choice and cost-effectiveness
- Planning at the local level
- Priority given to those most in need
- ▶ High quality service achieved through incentives, flexible funding, and evaluation
- ▶ A separation of consumer services provided by contractors and administrative and evaluative functions
- ▶ Single point of entry into the system for consumers and their families
- Ongoing training and access to management resources for consumers, staff, providers, and regional planning board and community service board members
- Responsibility for appropriate use of funds for quality services
- Consumer protection from abuse and maltreatment

As a public official, you will be expected to:

- ▶ Inform county commissioners, local legislators and other local stakeholders of the regional mental health, developmental disabilities, addictive disease, and prevention services and service needs
- Consult with consumers, family members, advocates, providers, and others within the region to get their ideas about service needs and gaps in services
- ▶ Make recommendations to the regional office and Division regarding service needs and funding needs of the region
- Advocate for resources needed within the region to provide quality services
- ▶ Meet with elected officials and let them know about identified needs
- Work with local advocacy groups on behalf of consumers
- ▶ Be knowledgeable of the services provided within the region
- Promote public awareness of mental health, developmental disabilities and addictive disorders issues

Service Areas

The Region 2 Advisory Council currently serves 33 counties. Based on census information, each county with a population of 50,000 or less will appoint one member to the Advisory Council. Counties with a population of 50,000 or more will appoint one member for every 50,000 people. The counties and number of allowable members is as follows:

Baldwin(1); Barrow(1); Bibb(3); Burke(1); Clarke(3); Columbia(2); Elbert(1); Emanuel (1); Glascock(1); Greene(1); Hancock(1); Jackson(1); Jasper(1); Jefferson(1); Jenkins(1); Jones(1); Lincoln(1); Madison(1); McDuffie(1); Monroe(1); Morgan(1); Oconee(1); Oglethorpe(1); Putnam(1); Richmond(4); Screven(1); Taliaferro(1); Twiggs(1); Walton(2); Warren(1); Washington(1); Wilkes(1); and Wilkinson(1).

Meetings

- ▶ The Regional Advisory Council meets 6 times per calendar year.
- Currently, meetings are scheduled on the third Thursday of every even month from 1:00 P.M. until 3:00 P.M., except in December when the meeting takes place on the second Thursday.
- ▶ Meetings are held from 1:00 p.m. until 3:00 p.m. via teleconference or face-to-face at meeting sites in Athens, and Augusta. Board members may attend at the location most convenient for them.
- ▶ Travel costs are reimbursable at the current rate of \$.575 cents per mile.

Appointments & Terms

- Appointments are made by the county governing authority, usually the county commissioners.
- ▶ Appointees should be consumers of disability services, family members of consumers, advocates for disability services, or interested local leaders or business persons.
- ▶ A new member's initial term length is determined by the Commissioner of Human Resources.
- ▶ County term expiration dates are assigned by DBHDD Commissioner. A regional advisory council member may serve a partial term (less than 3 full years) plus two consecutive full three (3) year terms.
- Chair and Vice Chair members are elected for one year terms with an option for re-election for a second one year term.

<u>Ineligibility</u>

A person will be deemed ineligible for appointment if any of the following conditions apply:

- ▶ He/she is a member of the region's community service board;
- ▶ He/she is an employee or board member of a provider that contracts with the Department of Human Resources to provide mental health, developmental disability, or addictive disease services within the region, or the spouse, parent, child, or sibling of such an employee or board member;
- ▶ He/she is an employee of the regional office or an employee or board member of a group that contracts with or receives funds from the regional office, or the spouse, parent, child, or sibling or such an employee or board member.

UPDATE: 02/07/23

NAME OF BOARD: Dept. Behavioral Health & Development Disabilities REGIONAL BOARD - REGION 2 BOARD

<u>Members</u>	<u>Term</u>	Appointed	Expiration
Frances Crawford	3-yr	02/01/11	06/30/2017
Geneice McCoy (Ineligible for rea	3-yr	02/01/11	07/31/2013
Natalie A. Bryan	3-yr	02/07/23	06/30/2025
Britney D. Pooser	3-yr	02/07/23	06/30/2025

MEETING DATE: The regional planning board must meet at least every two months. Currently meetings are scheduled on the fourth Thursday of every off month from 100-300-P.M. fourth Tuesday of the month 6:00 P.M.

WHERE:

Location varies

CREATED:

DBHDD Regional Advisory Councils are created and authorized pursuant to O.C.G.A. Section 37-1-20. The Region 2 Advisory Council represents 33 counties in the region. Members are appointed by their county commissioners; they are business and civic leaders with a strong interest in mental health, developmental disabilities and addictive diseases as well as consumers or family members of consumers. (Originally House Bill 100)

FUNCTION:

The role of the Advisory Council is to promote public awareness of mental health, developmental disabilities, and addictive diseases disorders, and to help the public better understand consumers and their needs and services. Council members stay informed about local needs and issues, and serve as advocates with public officials. The main objective of the council is to assist the department in fulfilling its vision of "easy access to high-quality care that leads to a life of recovery and independence for the people we serve."

The Region 2 Field Office plans and oversees a network of public mental health, developmental disabilities, addictive disease and prevention services for 33 counties. Counties in this region include Baldwin, Barrow, Bibb, Burke, Clarke, Columbia, Elbert, Emanuel, Glascock, Greene, Hancock, Jackson, Jasper, Jefferson, Jenkins, Jones, Lincoln, Madison, McDuffie, Monroe, Morgan, Oconee, Oglethorpe, Putnam, Richmond, Screven, Taliaferro, Twiggs, Walton, Warren, Washington, Wilkes, and Wilkinson.

CONTACT:

Cheryl Bellardino, Administrative Assistant.

Cheryl.Bellardino@dbhdd.ga.gov>



Commission Meeting

April 18, 2023

Affidavit

Department: N/A

Presenter: N/A

Caption: Motion to authorize execution by the Mayor of the affidavit of compliance

with Georgia's Open Meeting Act.

Background: N/A

Analysis: N/A

Financial Impact: N/A

Alternatives: N/A

Recommendation: N/A

Funds are available in N/A

N/A

the following accounts:

REVIEWED AND

APPROVED BY: