



Administrative Services Committee Commission Chamber- 8/8/2017- 1:10 PM Meeting

ADMINISTRATIVE SERVICES

1. Approve proposal to allow Augusta to contract with Purchasing Power to provide a payroll deduction based loan program as a benefit to Augusta GA.'s employees utilizing a State of Georgia's Entity Contract, which was approved by the State to begin November 1, 2016 with four renewals. Also authorize the Mayor to execute the contract on behalf of Augusta.  [Attachments](#)
2. Approve award of contract for design of renovations to 1815 Marvin Griffin Road to convert the former License and Inspection Building into a Records Retention building and offices for Mosquito Control to 2KM Architects of Augusta. The fee is 6% and is currently estimated to be \$60,000 based on an anticipated construction cost of \$1,000,000. ((RFQ 17-181)  [Attachments](#)
3. Award Charles Nechtem Associates Inc. as Employee Assistance Program (EAP) provider (RFP 17-161).  [Attachments](#)
4. Motion to approve the minutes of the Administrative Services Committee held on July 25, 2017.  [Attachments](#)
5. Request Commission approve, in concept, the Municipal Campus Phase II renovations for the following purposes: Creating options for additional parking and selective demolition; adapting Municipal Building space to accommodate evolving department and commission needs; and renovating satellite buildings to consolidate operations in single locations.  [Attachments](#)
6. For Informational Purpose: Augusta, GA retirees over the age of 65 who remain on the Blue Cross Blue Shield of Georgia HMO/POS medical plan.  [Attachments](#)



**Administrative Services Committee Meeting
8/8/2017 1:10 PM
APPROVE PURCHASING POWER VENDOR**

Department: Human Resources

Presenter: Michael Loeser

Caption: Approve proposal to allow Augusta to contract with Purchasing Power to provide a payroll deduction based loan program as a benefit to Augusta GA.'s employees utilizing a State of Georgia's Entity Contract, which was approved by the State to begin November 1, 2016 with four renewals. Also authorize the Mayor to execute the contract on behalf of Augusta.

Background: The vendor, "Purchasing Power" presented their product to the Mayor and Human Resources Director at a meeting on May 15th 2017. This product appears to provide those employees with limited financial resources the ability to make emergency purchases at a minimum of cost. The 45,000 products offered are sold for an average of 13% above retail market through payroll deductions. No interest is charged to the employee and there are no late fees. The entire cost of the item is expected to be paid for within 6 to 12 months through payroll deduction. The amount of purchase averages 6% - 8% of the employee's gross income in order to control spending. This service prevents the employee from having to use expensive payday loans and title loans whose fees can add up and become difficult to pay off. The concept is to provide a minimum of cost to the employee while providing them with the ability to purchase without high interest credit cards and loans.

Analysis: This program benefits low income employees who live from check to check and have difficulties with purchasing for emergencies. Items such as tires, auto repair, major appliances and repairs. 40% of employees do not have at least \$2000 in emergency savings. 56% of Americans do not qualify for prime credit. 58% are looking to their employers for more help in achieving financial security through employee benefits. The cost to the government in productivity is born out through studies that show 37% of employees are spending , on average , 2 hours per week dealing with personal finance issues. 70% of HR

professionals believe that financial stress has an impact on employee work performance. Harris Poll on behalf of Purchasing Power November 19-23 2015 among 741 US adults working full time. Corporation for Enterprise Development, Excluded from the Financial Mainstream, How the Economic Recovery is Bypassing Millions of Americans, January 2015. MetLife's 12th Annual US Employee Benefits Trends Study, May 2014. Harris pole on behalf of Purchasing Power, December 14 – 16, 2015 among 761 US adults working full time. 2014 SHRM Financial/Wellness in the Workplace Survey. Augusta, GA. HR Core report of June 2, 2017. The company, "Purchasing Power" has over 260 clients from over 15 industries including the State of Georgia. It has a 94% Client retention rate, has an A+ rating from the Better Business Bureau and over 7.8 million customers in their plans. 45% (1,095) of full time employees employed at Augusta, GA. are earning below \$35,000 of which 210 earn less than \$25,000 annually.

Financial Impact:	There is no, or minimal (we may need to engage Superior to create a program. It could be free, or it could cost up to \$3,000) additional financial impact to the government. The only cost to the employee is an average mark-up of 13% above manufactures suggested retail pricing on the products purchased. It is estimated that the Finance department will spend two to four hours a month to administer the payroll deductions.
Alternatives:	Do not offer the program to the employees.
Recommendation:	Allow the Administrator and Legal to prepare a contract for the approval of the Commission.
Funds are Available in the Following Accounts:	N/A

REVIEWED AND APPROVED BY:

**Finance.
Law.
Administrator.
Clerk of Commission**

The Leading Complete Employee Financial Wellness Offering



Item # 1

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What We Do



We make it possible for employees to achieve a greater understanding/grasp on their personal financial wellness and offer products and services that they need and want to buy through a **simple payroll deduction plan**.

We help you **increase employee satisfaction and retention** by making your benefits package more competitive, and we help your employees be **more productive** by reducing their financial stress.

Financial Wellness – What tools are you offering your employees?



Nearly 7 in 10 Americans have less than \$1,000 in savings

Sean Williams, The Motley Fool 11:03 p.m. EDT October 9, 2016

America's spend-first mentality is a genuine concern.



The U.S. is often referred to as the land of economic opportunity. Apparently, it's also the land of consumption and "spend everything you've got."

We don't have to look far for confirmation that Americans are generally poor savers. Every month the St. Louis Federal Reserve releases data on personal household savings rates. In July 2016, the personal savings rate was just 5.7%. Comparatively, personal savings rates in the U.S. 50 years ago were double where they are today, and nearly all developed countries have a higher personal savings rate than the United States. In other words, Americans are saving less of their income than they should be — the recommendation is to save between 10% and 15% of your annual income — and they're being forced to do more with less in terms of investing.

Why this Approach?



Financial wellness is a top benefit offering in 2017.

Don't get left behind.

- 83% of HR professionals say that personal financial problems impact employee performance.¹
- 89% of employers are very or moderately likely to add tools, services, and communications to expand their financial well-being focus.²
- Over 80% of employees would participate in financial education and counseling if available in their workplace.³



Here's how we help.

- The greatest challenge of organizations that offer financial education to employees is cost
- Our platform is created by offering exclusive and differentiated services to our clients and their employees at no cost
- Our program is designed to complement existing retirement/financial planning services by addressing employees' current needs.



All at no cost or liability to your company

¹ Society of Human Resource Management Survey 2014

² Aon Hewitt 2016 Hot Topics in Retirement report

³ Alliant "Financial Wellness in the Workplace 2015"

The Complete Approach to Financial Wellness



- We believe in helping employees get on the right financial track and stay there.

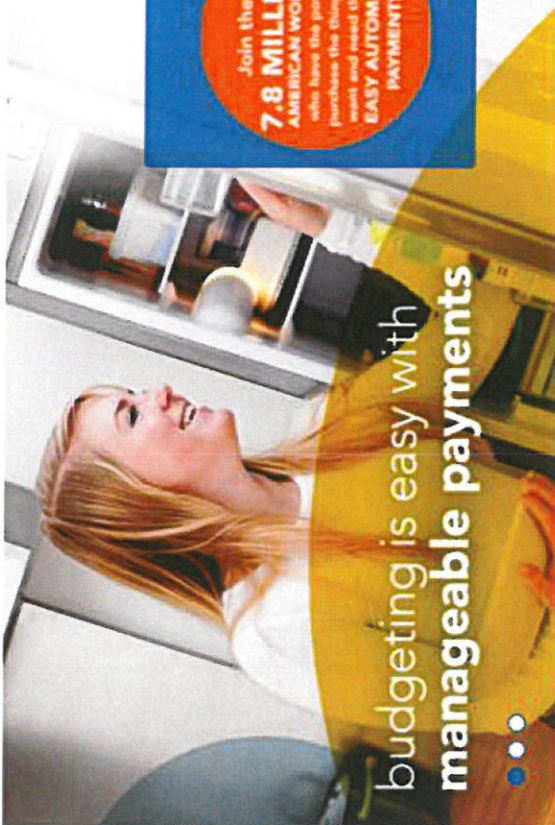


HOW IT WORKS >

WHO WE ARE >

FINANCIAL TOOLS >

LOGIN | SIGN UP



budgeting is easy with
manageable payments

NEW MEMBER?
SIGN UP

ALREADY A MEMBER?
Email address
Password
LOGIN

Join the
7.8 MILLION
AMERICAN WORKERS
who have the power to
purchase the things they
want and need through
EASY AUTOMATED
PAYMENTS.

Discover an exciting benefit offered by
your employer or organization

- The premier purchase program for leading employers and organizations, and the federal government
- Shop thousands of brand-name products, vacation packages and educational services.
- Your job is your credit. Simply meet our minimum eligibility requirements to participate
- Payments are automatically deducted from your paycheck or bank account over time
- Budgeting is easy with responsible spending limits based on salary and tenure.

Learn More

See how Purchasing Power compares
to other payment options

	CASH	PURCHASING POWER	CREDIT CARD
PAY OVER TIME	✗	✓	✓
NO CREDIT CHECK	✓	✓	✗
EASY PAYROLL DEDUCTION	✗	✓	✗
MANAGEABLE PAYMENTS	✗	✓	✗
NO BALLOONING INTEREST	✓	✓	✗
NO LATE FEES	✓	✓	✗

Item # 1

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Financial Goal-Setting and Education



- Financial assessments and goal-setting
- Personalized, unbiased coaching
- Ongoing measurement of participation and progress
- Badges for goal and task completion
- Custom dashboard for reporting of key engagement metrics for your employees
- Created by Financial Education & Literacy Advisers (FELA)



Ok, bilalademo. Let's get started.

lifecents Brought to you by **PURCHASING POWER**

MY FINANCIAL HEALTH

Financial Health Assessment

0% COMPLETE

1 Financial IQ Complete this goal for success. Take a 10-minute quiz to see how much you know about money and personal finance. Take this short assessment to see how well you understand financial concepts. **Start** 10-15 min.

2 Financial Habits Are you practicing healthy financial habits? Find out here. **Start** 1-5 min.

3 Financial Mindset Financial health is how you think about money. Find out how you think about money. **Start** 1-5 min.

MY FINANCIAL HEALTH

KNOWLEDGE **HABITS** **MINDSET**

67% **15%** **73%**

MY ACTION PLAN

1. Complete the goal for success. Take a 10-minute quiz to see how much you know about money and personal finance. Take this short assessment to see how well you understand financial concepts. **Start**

2. Practice healthy financial habits. Are you practicing healthy financial habits? Find out here. **Start**

3. Adopt a healthy financial mindset. Financial health is how you think about money. Find out how you think about money. **Start**

MY ACTIVITIES

MARCH 09TH

MARCH 10TH

MARCH 11TH

MARCH 12TH

MARCH 13TH

MARCH 14TH

MARCH 15TH

MARCH 16TH

MARCH 17TH

MARCH 18TH

MARCH 19TH

MARCH 20TH

MARCH 21TH

MARCH 22TH

MARCH 23TH

MARCH 24TH

MARCH 25TH

MARCH 26TH

MARCH 27TH

MARCH 28TH

MARCH 29TH

MARCH 30TH

MARCH 31TH

MY ACTION PLAN

1. Complete the goal for success. Take a 10-minute quiz to see how much you know about money and personal finance. Take this short assessment to see how well you understand financial concepts. **Start**

2. Practice healthy financial habits. Are you practicing healthy financial habits? Find out here. **Start**

3. Adopt a healthy financial mindset. Financial health is how you think about money. Find out how you think about money. **Start**

MY CONNECTIONS

1. Complete the goal for success. Take a 10-minute quiz to see how much you know about money and personal finance. Take this short assessment to see how well you understand financial concepts. **Start**

2. Practice healthy financial habits. Are you practicing healthy financial habits? Find out here. **Start**

3. Adopt a healthy financial mindset. Financial health is how you think about money. Find out how you think about money. **Start**

MY REWARD

1. Complete the goal for success. Take a 10-minute quiz to see how much you know about money and personal finance. Take this short assessment to see how well you understand financial concepts. **Start**

2. Practice healthy financial habits. Are you practicing healthy financial habits? Find out here. **Start**

3. Adopt a healthy financial mindset. Financial health is how you think about money. Find out how you think about money. **Start**

MY GOALS

1. Complete the goal for success. Take a 10-minute quiz to see how much you know about money and personal finance. Take this short assessment to see how well you understand financial concepts. **Start**

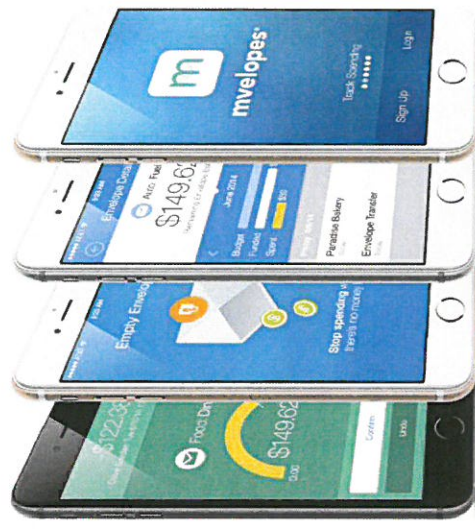
2. Practice healthy financial habits. Are you practicing healthy financial habits? Find out here. **Start**

3. Adopt a healthy financial mindset. Financial health is how you think about money. Find out how you think about money. **Start**

Award winning budgeting app



- Take traditional budgeting to a whole new level
- Free one-on-one debt analysis in a 45 minute coaching session and debt analysis report
- Connect unlimited accounts to easily review and plan spending
- Use mvelopes anywhere, from your computer or mobile device
- Create spending plans to see where your money goes and accumulate savings and get out of debt



mvelopes®

Alternative Credit Reporting



- A bridge-to-credit for no credit/poor credit individuals
- Credit report built from everyday bills paid on-time
- Access to marketplace of creditors that accept this credit score for underwriting
- Alternative credit bureau that adheres to Fair Credit Reporting Act (FCRA)



Credit Reporting and Monitoring



- Free Equifax® credit report
- Report provides details on each account for ease of understanding
- Free VantageScore® credit score
- Credit education resources
- Trusted by over 2 million consumers

The screenshot displays a credit monitoring dashboard with the following sections:

- Account Overview:**
 - Account Type: Auto, Mortgage
 - Open Date: Aug. 2011
 - Original Balance: \$14,300
 - Monthly Payment: \$1,480
 - Last Payment Date: Oct 5
 - Open Date: Feb 17, 2004
 - Term: 360 Months
 - Original Balance: \$259,000
- Your Car:**
 - Balance: \$7,200
 - As of: October 5
 - Open Account
- Your House:**
 - Balance: \$211,160
 - As of: October 1
 - Open Account
- Your Card:**
 - Balance: \$101
 - As of: October 5
 - Open Account
- Account Type: Credit Card:**
 - Minimum Payment: \$25
 - Last Payment Date: Oct 5
- Calendar:**
 - JAN, FEB, MAR, APR, MAY, JUN, JUL, AUG, SEP, OCT, NOV, DEC
 - Current: 30 Days Late
- Summary:**
 - Open Date: Nov 9, 2008
 - Credit Limit: \$3,500
 - High Balance: \$253

Below the dashboard, the following logos are displayed:

- Quizze
- As Seen In
- CNN
- USA TODAY
- TODAY
- lifehacker
- THE WALL STREET JOURNAL

Real Life Examples



These are some of the profiles of the typical employee

Settled in the City



Median Income: \$57,000

Median age: 36

Married: 44%

Savvy Singles



Median Income: \$58,000

Median age: 34

Budget Boomers



Median Income: \$44,000

Median age: 48

Married: 46%

They need to buy a big-ticket item liken a new refrigerator or computer ...

They are low on cash, and their credit scores are below prime.

What are their options?

What Are The Payment Options?



Subprime/ In-Store Credit Card

- High interest rate – 22.73% / 25.97%
- Potential late fees and ballooning interest

Payday Loan

- Finance charges on a typical payday loan equate to 400% APR
- For a \$375 loan, the borrower usually pays \$520 in financing charges

Rent-to-Own

- Annual interest rates equate to 100%.
- One popular rent-to-own store is opening a new location each week

Retirement Savings/ Withdrawal

- Can incur penalties, taxes and high interest on repayment
- 25% of 401(k) borrowers end up taking out 3 or more loans

Many consumers share the same frustrations:

56% do not qualify for prime credit.

68% do not have at least \$1,000 in emergency savings.

21% of 401(k) savers today have an outstanding loan against their account.

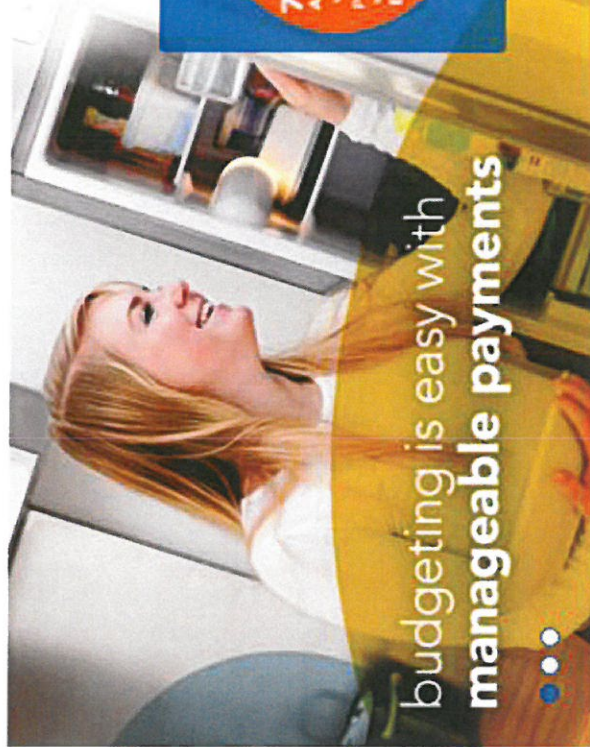
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Sources: Creditcards.com, Consumer Financial Protection Bureau, Pew Charitable Trusts, Washington Post, New York Times, Corporation for Enterprise Development, 2015 Harris Poll, Employee Benefits Research Institute

Award Winning E-Commerce - Employee Experience



HOW IT WORKS > WHO WE ARE > FINANCIAL TOOLS > LOGIN | SIGN UP



Join the 7.8 MILLION AMERICAN WORKERS who have the power to purchase the things they want and need through EASY AUTOMATED PAYMENTS.

NEW MEMBER? [SIGN UP](#)

ALREADY A MEMBER?

Email address

Password

[LOGIN](#)

[Forgot Username/Password?](#)

Discover an exciting benefit offered by your employer or organization

- The premier purchase program for leading employers and organizations, and the federal government.
- Shop thousands of brand-name products, vacation packages and educational services.
- Your job is your credit. Simply meet our minimum eligibility requirements to participate.
- Payments are automatically deducted from your paycheck or bank account over time.
- Budgeting is easy with responsible spending limits based on salary and tenure.

[Learn More](#)

See how Purchasing Power compares to other payment options

	CASH	PURCHASING POWER	CREDIT CARD
PAY OVER TIME	✗	✓	✓
NO CREDIT CHECK	✓	✓	✗
EASY ROLLBACK	✗	✓	✗
MANAGEABLE PAYMENTS	✗	✓	✗
NO BALLOONING INTEREST	✓	✓	✗
NO LATE FEES	✓	✓	✗



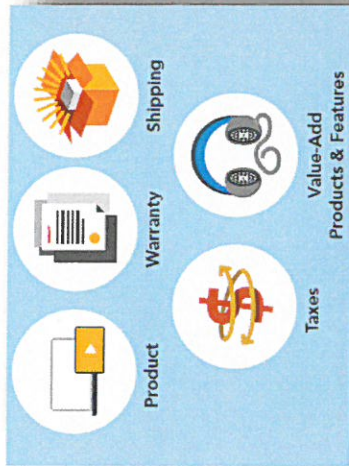
How We Help



For employees with limited cash and credit options, Purchasing Power is the most affordable financing alternative.

	Cash	Purchasing Power	Credit Card	Payday Loans/Rent-to-Own
Pay Over Time	☒	☒	☒	☒
No Credit Check	☒	☒	☒	☒
Easy Automated Payments	☒	☒	☒	☒
Manageable Payments	☒	☒	☒	☒
No Ballooning Interest	☒	☒	☒	☒
No Late Fees	☒	☒	☒	☒

What Our Price Includes



Sample Order Totals

PLACE ORDER	
Order Totals	
Subtotal:	\$335.39
Shipping & Handling:	\$15.00
Sales Tax:	\$24.53
Price / Payment:	\$28.84
Number of Payments:	13
Total:	\$374.92

Pre-set spending limits & controls in place to prevent overspending

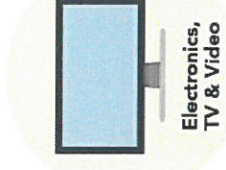
Products & Services



Computers



Popular Brand Names



Electronics,
TV & Video



Popular Brand Names



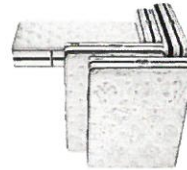
Appliances



Popular Brand Names



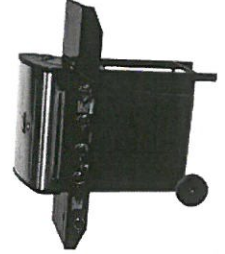
Furniture
& Decor



Popular Brand Names



Outdoor, Fitness
& Family



Popular Brand Names



Products & Services



Tires &
Installation



Automotive Service
Contracts



We've partnered with four leading online learning institutions to offer their education programs at competitive prices.



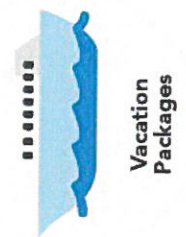
Test Preparation



Degree Programs



Certifications



Cruises



All-Inclusive
Resorts



Hotel
Packages



Destination
Packages



Our Proven Results

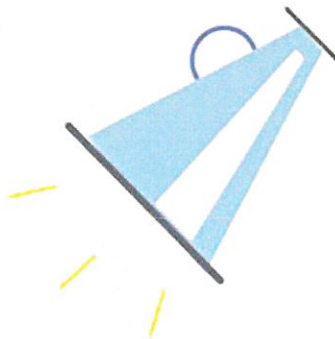


7.8 Million Employees

280+ Clients

What our customers say about our program:

" Great service! Being able to use my job and income as a source of credit rather than my actual credit score was very empowering. **"**



94%

Say it reduces financial stress.

85%

Say it makes them less likely to withdraw from their retirement savings.

78%

Say it makes them more likely to stay with their organization.

80%

Say it increases satisfaction with their organization.

We Make It Simple



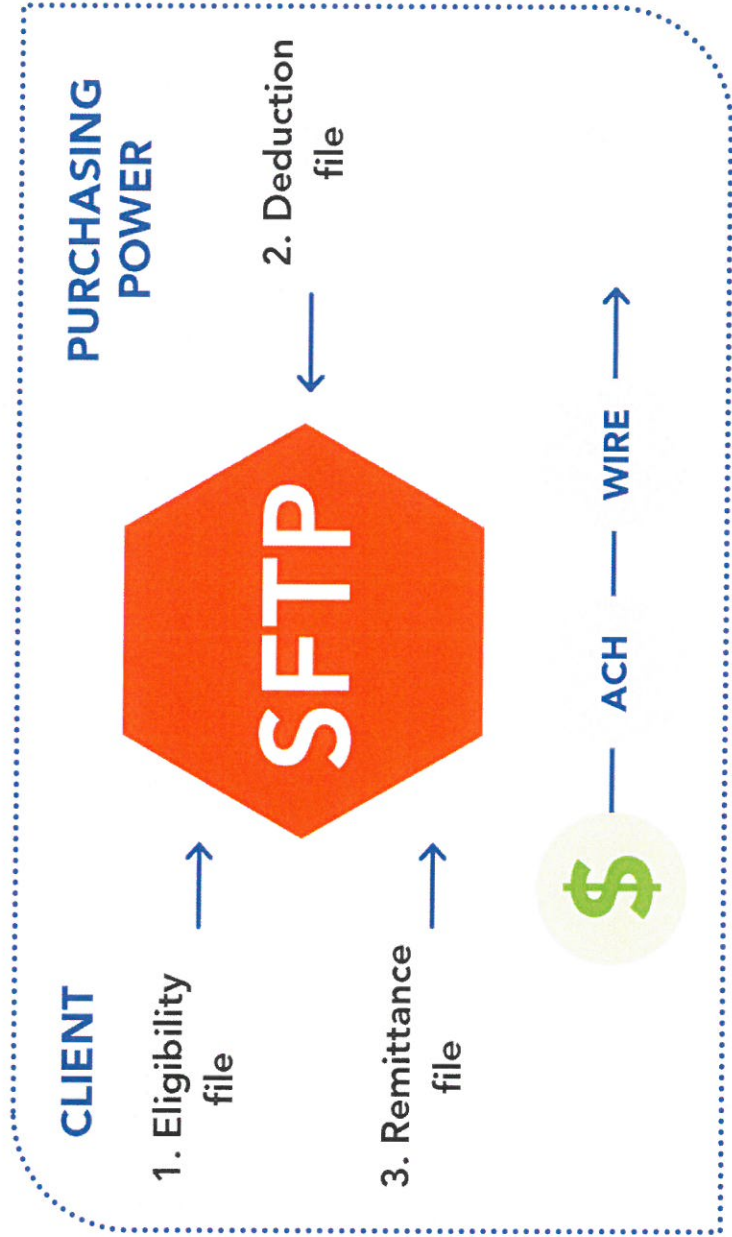
Streamlined Implementation

- 8-10 hours of your time over a 6-8 week period
- Involves your Payroll, HR & IT departments

Ease of Administration

- Typically 2-4 hours a month

File Transfer Flow



We Make It Simple



Full Program **Support**

- Designated Account Manager and Client Services Manager
- Performance reports
- Updates on new products and services
- Minimizes your administrative burden

Employee **Communications**

- Created and delivered by us
- No cost to you
- Mailers, flyers, onsite events, and emails

Main Promotional Campaigns

- Spring: March 15 – April 15
- Back to School: July 15 – August 15
- Holiday: November 1 – December 15



Benefit Fairs



Flyers



Emails



Mailers

A Proven Business Model



The employee purchase program of choice for over 280 companies

15+ Industries Served

7.8 Million Employees Have Access

A+ BBB Rating

30+ Fortune 500 Clients

99 Clients with 10k+ Employees

94% Client Retention Rate

Item # 1

* As of 01.2017

A Proven Business Model



Award-Winning Customer Service

50,000+ Products Offered

1800+ Brands Available

61% Repeat Buyer Rate

\$2.3 Billion in Orders Taken

35 million Payroll Deductions Made



Thank you!

Visit us online:



www.PurchasingPower.com/Employers



Client & Customer Testimonials

www.youtube.com/PurchasingPowerTV

Item # 1

Michael Loeser

From: Warren Baden <wbaden@purchasingpower.com>
Sent: Wednesday, June 07, 2017 11:05 AM
To: Michael Loeser
Cc: Fran Millar
Subject: RE: some questions from Finance Augusta GA
Attachments: Updated Employer App 2017.pdf; Security Statement Flyer.pdf; 2017 File Formats All.pdf; PCCW Data Security Statement (003).docx

Responses below –

Warren Baden

regional vice president, sales

C 404-661-1201

F 800.508.1172

E wbaden@purchasingpower.com

www.PurchasingPower.com



From: Michael Loeser [mailto:MLoeser@augustaga.gov]
Sent: Wednesday, June 07, 2017 9:29 AM
To: Warren Baden <wbaden@purchasingpower.com>
Subject: some questions from Finance Augusta GA

- 1) Referring to “eligibility requirements” – what are those? Mentions 80-90% of full time benefit eligible employees
Purchasing Power will review attached employer application to determine the programs employee salary and tenure requirements...It is anticipated that The City of Augusta will have a 12 month min employee tenure and \$16,000 annual salary requirement like the State of GA due to the expected low employee turnover.
- 2) The program requires an employee to enter a checking account number or a credit card number to guarantee payment if an employee quits. How is this info secured?

See attached Security Statement document.

Purchasing Power uses the defense-in-depth concept to secure our systems. This layered security approach provides significant security coverage and includes network perimeter security, security policy, security operations, incident response and employee security awareness and training. To increase security, we have implemented Managed File Transfer ("MFT"), to manage the secure transfer of data. MFT offers a higher level of security and control than previous file transfer solutions. We also use standard encryption methods PGP and TLS on our secure file transfer (SFTP) site. Only authorized personnel are allowed to view and handle client files in the extract, transformation, and load (ETL) process. Please refer to the attached security statement for more information.

Item # 1

- 3) When an employee makes a purchase, how is the payroll deduction interfaced with our payroll system? how often? ***We expect to exchange data (see File Format document attached) on a pay period basis.***
- 4) There's no "credit check". amt of purchasing power based on "employee salary and tenure". What happens if employee goes out on workers comp after signing up for purchase or some other event where check does not cover payment?
If the employee wages do not cover the pay period deduction amount we (Purchasing Power) can work with the employee for future direct payments (via their back-up payment selection).
- 5) Payments deducted over 12 month period – monthly or can fit into biweekly cycle? ***We will match-up the employees payment cycle to match however they are paid (weekly, bi-weekly, semi-monthly and monthly)*** Can payment period be reduced? ***Employees select at time of checkout a 12 month or six month repayment period. Employees can also pay off their outstanding amount at any time by calling our customer service department.***
- 6) Shows pics of appliances and TVs – probably the majority of high \$ ticket items. these are shipped by freight and are not returnable. Risk? Warranty service?

Cancellations

A cancellation is a request by a customer to cancel his/her order when the status has not yet been changed to Pending or Processing. Any orders still in Hold, Awaiting Verification or Financial Review can be cancelled immediately by the customer service representative and do not carry a restocking fee. A cancellation will automatically be performed if the status has not been changed to Pending or Processing after 30 days. Any request that does not meet this definition is considered a return. No deduction records are transmitted to the client so therefore there is no impact to the customer

Returns

A return is a request by the customer to return his or her order after the order is in a Pending or Processing status. Products can be returned for a number of reasons after the customer takes delivery of the product but only within the first 30 days after product delivery with some exceptions. During this time frame a deduction file has most likely been sent to the client and funds remitted to Purchasing Power. If that is the case, once the product has been received to the returns processing center and been dispositioned, the deduction file transmitted to the client will indicate a stop to discontinue the deduction or lower the deductions if the customer has any other open/active orders. Any refunds due the customer will be processed and remitted directly to the customer via check. If the customer has other open orders, any payments made towards the returned order are applied to the customer's open balance. If the customer has questions regarding this process or on their account statement available on the internet, they can contact the customer support center for more information and to resolve any disputes they may have.

It is Purchasing Power's goal to always provide customers with a resolution that is acceptable to the customer. We make it our mission to avoid situations that might result in the customer escalating an issue to the client organization.

Returns Process

Returns for 95% of parcel (non-freight) items can be initiated and tracked via a self-service online process by the customer. For the remaining 5% of parcel returns - what we consider to be Item # 1 or

outside of the stated return timeframe - require the customer to contact Customer Care. Freight returns items also require the customer to contact Customer Care.

Parcel Returns inside the stated return timeframe

- *Customer initiates return online from the order in their My Account page*
- *Customer is instantly provided with a pre-paid UPS return label (one label per box) online and may print the label at any time from My Account or the email notification they receive*
- *Customer boxes the item and uses the label to ship the item to our Centralized Return Center*
- *Each item is inspected for condition upon receipt to the CRC*
- *For items in acceptable condition, the refund/credit process is initiated – this is usually within 24 to 48 hours upon receipt of the item into the center*
- *The customer may track the progress of their return online*
- *98% of items received are found to be in acceptable condition – for those that are not (e.g. customer sends wrong item, empty box), a Customer Advocate will contact the customer and attempt to negotiate an acceptable resolution*
- *If we do not receive the item in acceptable condition, the deductions on the original order continue*

Refunds / Credits for return

- *In 90% of cases, the customer's account will be refund / credited before the next pay cycle and when timing is a limiting factor, usually the second subsequent cycle*
- *The unpaid balance for a return will be credited (balance adjusted). Any payment already received will be refunded (see Accounting Refund Process)*
- *In cases where the balance adjustment is not for the full amount (not all items on balance are returned), the payment term will be reduced and the payment amount will remain the same*
- *For the payment amount to be reduced, the customer may contact Customer Care, who will work with Accounting to re-amortize the remaining balance*
- *All balance adjustments and payments appear within the customer's online Account Statement within their My Account page*

Return Refund / Credit Amounts

- *The following returns are eligible for full refund / credit or replacement if return is initiated within 37 days of original shipment:*
 - *Received damaged item*
 - *Item is defective*
 - *Received wrong item*
 - *Item is not as advertised on storefront*
 - *Did not receive item*
- *Other items in new / unused condition (manufacturer's seal unbroken) are eligible for full refund / credit minus shipping costs if return initiates within 37 days of original shipment*
 - *Shipping costs (covers both outbound and inbound shipping) will be assessed as a flat fee – currently \$20 for parcel items / \$200 for freight items*
 - *The flat fee will remain on the customer's balance until paid within the established payment regimen*
 - *The fees can be refunded or overridden if in error or at the discretion of Customer care leadership*
- *Other items received in good condition within 37 days of original shipment yet manufacturers seal is broken will receive a reduced refund, currently 80% of original price paid*
 - *20% of the original price paid (additional to shipping fee) will remain on the customer's balance until paid within the established payment regimen*

Item # 1

Aged Returns

- ***For items that are found to be defective after the return acceptance timeframe, the customer will be referred to the manufacturer / vendor warranty process***
- ***The warranty process may be resolved via any of the following steps depending on the situation***
 - ***Partial refund***
 - ***Repair of the item***
 - ***Replacement of parts***
 - ***Full replacement by manufacturer***
 - ***Full replacement by Purchasing Power (where Purchasing Power is the Warranty Provider, e.g. mattresses)***
- ***Purchasing Power Customer Advocates will assist in facilitation of the warranty process, especially in cases where the warranty provider has not provided an adequate response***
- ***In rare cases where the warranty process fails, yet Purchasing Power Customer Care leadership finds that the customer has a valid claim, Purchasing Power will accept the return***
 - ***Currently, 5% of all returns are accepted outside the established timeframe and 2% of returns are accepted beyond 60 days***
 - ***For returns where the return timeframe is significantly extended (e.g. > 6 mo.), Purchasing Power may elect to credit the remaining balance but not refund payments made***

Purchasing Power will exhaust all options available in an effort to satisfy the customer need. A rejection of a return request is very rare (less than 1% of claims).

- 7) We typically do not set up a program or deductions unless approx. 25% minimum participation. Web site says annual participation rate is about 10-20%
That website statement is just an estimated example and actual participation will depend on our (your broker - Fran Millar & Purchasing Power) ability to forge a strong relationship with The City of Augusta (example invites to annual benefit fairs, sponsorship opportunities).
Response Per Fran - we expect to see in the next 24 months at least 25% participation if not more. Furthermore, the State of GA would not have made this program available if they did not see it benefitting all the local governmental employees. We expect financial wellness to further increase the penetration %.
- 8) List of other governments using the program/and the employee participation

***State of Georgia
 Fulton County
 Bibb County School System
 Savannah Chatham County Public Schools***

A Proven Business Model

The employee purchase program of choice for over 260 companies

15+ Industries Served

7.8 Million Employees Have Access

A+ BBB Rating

30+ Fortune 500 Clients

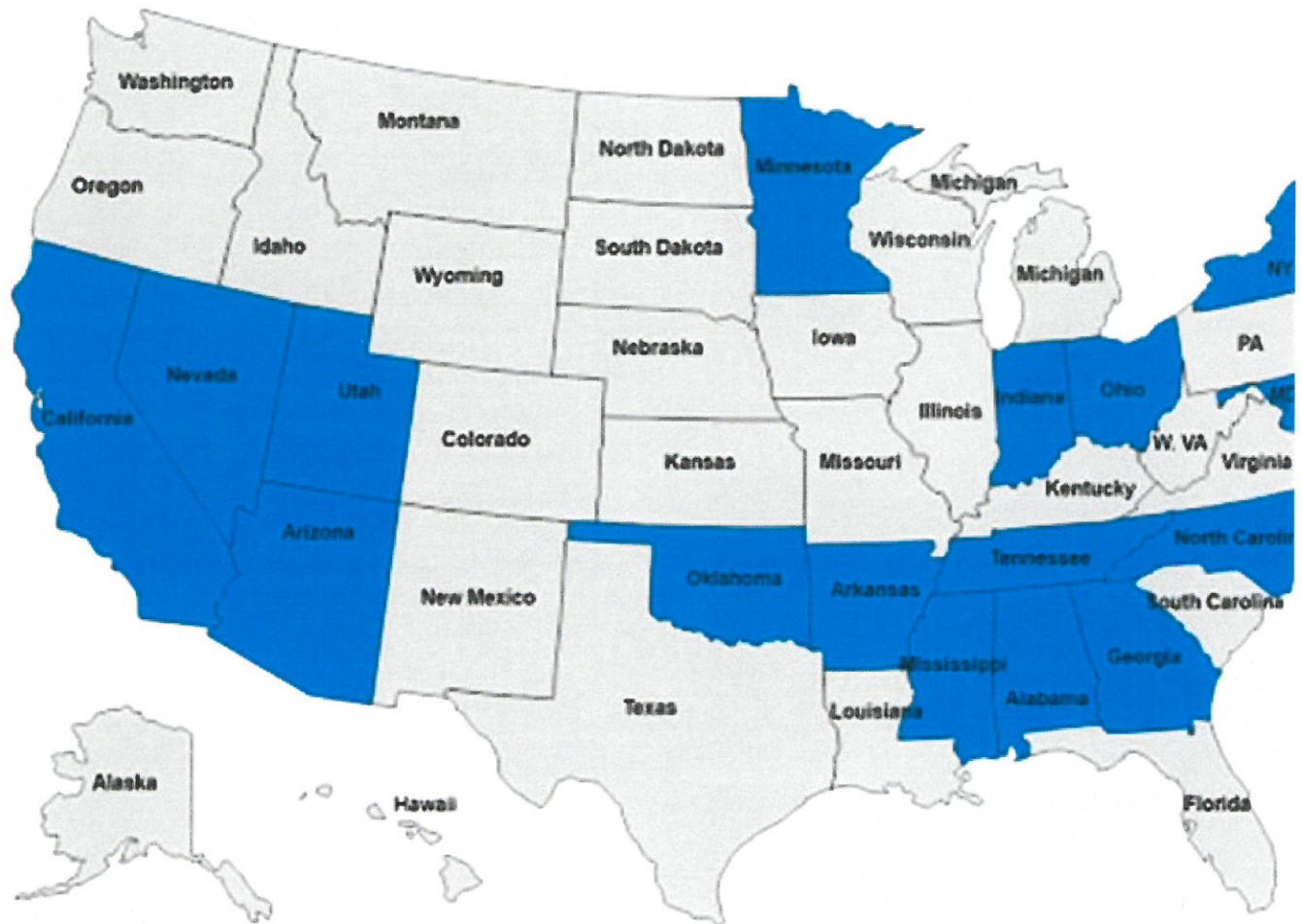
99 Clients with 10k+ Employees

94% Client Retention Rate



* As of Q1 2016

State & Local Government Experience



Mike

Michael Loeser

Augusta
GEORGIA

Human Resources Director
City of Augusta and County of Richmond Georgia
T 706 849 3723 F 706 821 2867 C 706 831 5590
MLOESER@augustaga.gov

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Item # 1

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AED:104.1

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APPLICATION FOR PURCHASING POWER PAYROLL DEDUCTION PURCHASE PLAN

BUSINESS INFORMATION

Employer Name:		Company URL:
Address:		
City:	State:	ZIP Code:
Plan Administrator:	Phone:	Email:
Primary Contact (if different from above):	Phone:	Email:
AP Contact:	Phone:	Email:
Is Payroll ☐ centralized ☐ decentralized		
IT Contact:	Phone:	Email:
# of Locations:	Fed ID #:	
Broker/Contact Name: Fran Millar	Phone: 770-490-0213	Email: senatorfranmillar@gmail.com

EMPLOYEE INFORMATION

What is the total number of current employees?

Total # of	2016	2015	2014
Employees:			
Terminations:			

Approximate percentage of workforce?	Full-Time: %	Part-Time: %
	Salaried: %	Hourly: %
	Non- Standard (temporary, seasonal, per diem, contract, etc): %	

Are there any anticipated workforce reductions > 10% in next 12 months? ☐ YES ☐ NO

CAVEATS

Underwriting Approval and Requirements are considered final unless any of the following conditions are met:

- 1) Bankruptcy
- 2) Workforce reductions greater than 10%
- 3) A significant change in the makeup of the workforce (a shift in salaried to hourly, full time to part time, etc)
- 4) A change in company ownership
- 5) A significant change in ratings

PURCHASING POWER, LLC, a limited liability corporation duly organized and existing under the laws of the state of Georgia, with an office address at 1349 West Peachtree St. NW, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "COMPANY").

and

PCCW TELESERVICES, INC. (US), a corporation duly organized and existing under the laws of Nebraska, with corporate offices and a contact center at 565 Metro Place South, Suite 250, Dublin, OH 43017 (hereinafter referred to as "SERVICE PROVIDER");

(COMPANY and SERVICE PROVIDER also may be referred to individually as "Party" and collectively as the "Parties").

DATA SECURITY AND PRIVACY

General. SERVICE PROVIDER will maintain Data Security levels through ongoing annual PCI certification and adherence to security policies and procedures conforming with industry standards and consistent with any unique COMPANY requirements as defined in the SOW. SERVICE PROVIDER shall not utilize COMPANY provided customer lists to make any contact with customers other than for COMPANY directed efforts. SERVICE PROVIDER shall comply with the provisions of the COMPANY'S Privacy Policy set forth at <https://www.purchasingpower.com/privacy-policy>.

Data Safeguards. SERVICE PROVIDER shall be responsible for maintaining the quality and security of the equipment and systems for any COMPANY data or records received from COMPANY and stored by SERVICE PROVIDER. SERVICE PROVIDER shall establish reasonable safeguards to protect COMPANY'S data and Confidential Information (as described as the information covered in the Non-Disclosure Agreement) in SERVICE PROVIDER's possession against distribution, loss or alteration. SERVICE PROVIDER will establish and use reasonable security measures for its computer systems and information storage facilities which safeguard against the unauthorized destruction, loss, alteration of or access to COMPANY'S data (whether such information is: (a) on SERVICE PROVIDER's systems or stored in SERVICE PROVIDER's facilities; (b) in transit or being disposed of; or (c) in hard copy or electronic format). Without limiting the generality of the foregoing, SERVICE PROVIDER agrees that all electronic nonpublic personal information will reside behind an appropriate and secure firewall and will be encrypted, using a cryptographic algorithm employing a key length of at least 128 bits or a higher standard of encryption if commercially reasonable, when transmitted over networks outside SERVICE PROVIDER or when in storage or being transported outside of SERVICE PROVIDER's systems or facilities including in any portable device or medium (e.g. laptop computers, CDs, DVDs, USB, floppy disk, back-up tapes, flash drives).

by email or phone to COMPANY'S Security Manager, but in no case later than 48 hours after SERVICE PROVIDER has become aware of the Security Incident; and (b) if the applicable COMPANY data was in the possession of SERVICE PROVIDER at the time of such Security Incident, SERVICE PROVIDER, with COMPANY'S consent, shall: (i) start an investigation of the Security Incident and take all appropriate actions to remediate the effects of the Security Incident and mitigate any risks that may arise from the Security Incident, (ii) provide COMPANY with a written report on the outcome of its investigation including any risk to COMPANY data, the corrective action SERVICE PROVIDER will take, or has taken, to respond to the Security Incident and such other information as COMPANY may reasonably request, (iii) ensure that all risks associated with such Security Incident, that are within SERVICE PROVIDER's control or influence to resolve, are ultimately resolved within thirty (30) days of such Security Incident, and (iv) provide COMPANY with assurances satisfactory to COMPANY that such Security Incident shall not recur. COMPANY may disclose the occurrence of a Security Incident involving nonpublic personal information in connection with notice to governmental authorities, law enforcement agencies, or any other notice required by law or deemed necessary or prudent in COMPANY'S sole discretion, including, as applicable any substitute notice required by law ("Notifications"). SERVICE PROVIDER shall cooperate in good faith with COMPANY in COMPANY'S handling of any Security Incident, including any investigation, reporting, the timing and manner of any Notifications, or other obligations required by applicable law or regulation, or as otherwise required by COMPANY to respond to and mitigate any damages caused by the Security Incident. SERVICE PROVIDER agrees to reimburse COMPANY for actual costs and losses incurred in connection with a Security Incident including, the cost of Notifications and providing credit monitoring services to affected parties, and any fees of outside legal counsel incurred by COMPANY related to such Security Incident. Promptly after execution of the Agreement, SERVICE PROVIDER will designate an employee familiar with SERVICE PROVIDER's obligations pursuant to these requirements to act as COMPANY'S primary contact for questions it may have or assistance it may require related to a Security Incident (including COMPANY'S internal investigation of a Security Incident) or SERVICE PROVIDER'S compliance with these requirements ("SERVICE PROVIDER Contact"). The SERVICE PROVIDER Contact will promptly respond to all such COMPANY requests.

Security Incident. If SERVICE PROVIDER discovers or is notified of any (1) unauthorized destruction, loss, alteration of or access to COMPANY'S data; or (2) breach or potential breach of security relating to COMPANY'S data, this Agreement, the services provided hereunder, or any applicable law or regulation, in either case occurring on SERVICE PROVIDER'S premises, within their possession, systems or technology environment (inclusive of external "hack" by third party), within their control or by any of their employees, personnel, contractors, representatives, agents or vendors (each a "Security Incident"), SERVICE PROVIDER will immediately: (a) notify COMPANY at the address specified in this Agreement of such Security Incident and

Compliance with Laws. SERVICE PROVIDER agrees to comply with all applicable provisions of all foreign, Federal, State, provincial or local laws, constitutions, treaties, conventions, statutes, decrees and codes, and all applicable ordinances, orders, rules, regulations, guidelines, interpretations, standards, policies, procedures, specifications and decisions (including those issued by the PCI Security Standards Council) (collectively, the "Applicable Laws"). SERVICE PROVIDER shall obtain and secure any certifications, certificates, licenses or permits that it is required to secure for the provision of the licenses and services provided hereunder and shall assist COMPANY in any obligation that COMPANY may have to obtain any certifications, certificates, licenses or permits as necessary for the provision of services hereunder and their intended use. SERVICE PROVIDER represents, warrants, certifies and guarantees that the licenses and services provided to be furnished hereunder are in compliance with all Applicable Laws. From time to time, at COMPANY'S request, SERVICE PROVIDER shall provide certificates to COMPANY relating to any applicable legal requirements, in each case in form and substance satisfactory to COMPANY.



Security Statement

Purchasing Power® Takes the Steps to Secure Your Information

Purchasing Power adheres to the highest standards when processing and storing sensitive data. We have industry gold standard certified staff managing our security program, which includes security policy, security operations, incident response and employee security awareness and training.



Standard Encryption Methods

We use standard encryption methods PGP and TLS on our file transfer (FTP) site. Only authorized personnel are allowed to view and handle client files in the extract, transformation, and load (ETL) process. Data files may only be saved on Purchasing Power owned and secured network storage media. (Company policy does not permit data to be copied to laptops but, as an added precaution, we have encrypted all laptops with Symantec PGP). Once loaded within our databases, we use Oracle views & rules to block viewing of sensitive information, except by authorized personnel.

Industry Standard Security Methods

Primary hosting of our data center function is managed by CenturyLink which is fully SSAE (SAS70) compliant as well as uses industry standard security methods for accessing their hosting sites including picture badges and fingerprint biometrics. Only a limited number of Purchasing Power employees have access to the data center and our specific equipment. Third party individuals are not allowed access to our equipment without Purchasing Power employees present.

Strict Policies for Archival, Destruction, and Disposal of Data

Archival, destruction, and disposal of data is done through strict policy. Transport of physical and electronic data is handled by Iron Mountain and archived in their secure facilities. Destruction and disposal of physical information is also handled by Iron Mountain in specifically marked shredding bins. Destruction and disposal of electronic data is accomplished by Purchasing Power employees adhering to DOD guidelines. We are in the process of encrypting our data at rest utilizing an industry standard for backup execution encryption.

IDS and IPS Services

Purchasing Power contracts with a third party to provide intrusion detection (IDS) and intrusion prevention (IPS) services. Their appliances scan all traffic on our network and they provide 24X7 monitoring to identify anomalies. They perform quarterly vulnerability assessments and an annual penetration test against our environment. We also have annual application vulnerability tests. Purchasing Power is PCI compliant.

Learn more at www.PurchasingPower.com/Employers

State of Georgia State Entity Contract Form

Solicitation Title Employee Purchase Program	Solicitation Number 40300-DAS0000107	Contract Number
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1. This Contract is entered into between the State Entity and the Contractor named below:

State Entity's Name Department of Administrative Services	(hereafter called State Entity)
Contractor's Name Purchasing Power, LLC	(hereafter called Contractor)

2. Contract to Begin: **November 1, 2016** Date of Completion: **June 30, 2017** Renewals: **4**

3. Performance Bond, if any: **N/A** Other Bonds, if any: **N/A**

4. Maximum Amount of this Contract: \$0	Total Financial Obligation of the State Entity for the First Fiscal Year: \$0	Total Financial Obligation of the State Entity for each Renewal Period if Renewed: \$0
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5. Authorized Person to Receive Contract Notices for State Entity:
Janet Pytelewski
janet.pytelewski@doas.ga.gov

Authorized Person to Receive Contract Notices for Contractor:
Elizabeth Halkos, Chief Revenue Officer
With copy to: Gregory M. Birge, Chief Legal Officer

6. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Contract:

Attachment 1: State Entity Contract Terms and Conditions for Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response including Contractor's Request for Clarification Responses

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

7.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Purchasing Power, LLC

By (Authorized Signature)



Date Signed

11.3.2016

Printed Name and Title of Person Signing

Elizabeth Halkos

Address

1349 W. Peachtree Street, NW / Suite 1100 / Atlanta, GA 30309

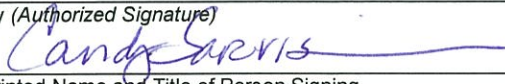
8.

State Entity

State Entity Name

Department of Administrative Services

By (Authorized Signature)



Date Signed

11/16/2016

Printed Name and Title of Person Signing

Candy Sarvis, Deputy Commissioner – Human Resources Administration

Address

**200 Piedmont Avenue, SE
 West Tower, 5th Floor
 Atlanta, GA 30334**

**STATE OF GEORGIA
AGENCY CONTRACT
Attachment 1
Contract Terms and Conditions for Services**

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Contractor"** means the provider(s) of the Services under the Contract.
- (ii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the State Entity.
- (iii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the State Entity Standard Contract Form that was issued to solicit the Services that are subject to the Contract.
- (iv) **"Services"** means the services and deliverables as provided in the RFX and as further described by the Response and the Contract.
- (vi) **"State"** means the State of Georgia, the State Entity, and any other authorized state entities issuing Purchase Instruments against the Contract.
- (v) **"State Entity"** means the State of Georgia entity identified in the State Entity Standard Contract Form to contract with the Contractor for the Services identified in the Contract.
- (vii) **"State Entity Contract" or "Contract"** means the agreement between the State Entity and the Contractor as defined by the State Entity Contract Form and its incorporated documents.
- (vi) **"State Entity Contract Form"** means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for Services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Contract shall be incorporated by reference into this Contract unless the State Entity has accepted the Contractor's objection or amendment in writing. The State Entity Contract Form is defined separately and referred to separately throughout the State Entity Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the State Entity Contract Form.
- (vii) **"User Agency" or "User Agencies"** means any, agencies, departments, boards, bureaus, commissions, institutions, political subdivisions or other entities of the State of Georgia entitled to make purchases from this Statewide Contract.

2. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
3. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit quarterly written reports to the State Entity in a format as mutually agreed.
4. **User Agency Contract.** The User Agency Contract will be defined separately. A User Agency's Contract shall not diminish, change, or impact the rights of the State Entity with regard to the State Entity's contractual relationship with the Contractor under this Contract.

B. DURATION OF CONTRACT

1. The Contract between the State Entity and the Contractor shall begin and end on the dates specified in the State Entity Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. **Contract Renewal.** The Contract shall automatically renew at the end of the first term for one (1) additional year. The State Entity and the Contractor shall have the option to renew the Contract for up to three (3) additional one (1) year terms by signed written mutual agreement. Renewal will depend upon the best interests of the State, and Contractor's performance. If renewed, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the State Entity and the Contractor. Both parties agree to provide ninety (90) days' prior written notice of non-renewal to the other party at the address set forth below or current business address.
3. **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the State Entity may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. **Specifications in Bidding Documents.** All Services shall be provided in accordance with the specifications contained in the RFX, the terms of the Contract, and as further described in Contractor's Response. The State Entity agrees to establish a voluntary employee purchase program (the "Program") under which its eligible employees ("employees") may purchase goods and services in the categories permitted by the State Entity, including computers, electronics, home appliances, home furnishings, fitness equipment and other categories from the Contractor, and enable payments for their purchases by payroll deduction administered by the State Accounting Office ("SAO"). The term "eligible employees" shall mean those active employees who meet the minimum eligibility requirements for the Program which are set by Contractor as follows: (1) a minimum employment tenure of twelve (12) months, (2) annual salary of at least \$16,000, and (3) at least eighteen (18) years of age.
2. **Communication to Eligible Employees.** State Entity agrees to provide Contractor with reasonable opportunities to communicate the Program to eligible employees for the purpose of communicating, explaining, promoting and offering the Program to such employees, which may include (a) an introductory message sent to eligible employees via electronic mail, (b) maintaining a posting on relevant internal websites/intranets, (c) enrollment message(s) during open enrollment periods, (d) direct mail to eligible employees, and/or (e) other means of communicating with employees as may be mutually agreed and approved by the State Entity

from time to time. The precise means of communicating with employees shall be agreed by the State Entity and Contractor during the implementation process and from time to time. Prior approval from the State Entity must be obtained for all materials/communications using the State Entity's name and logo on any such communication. State Entity will provide a modified eligibility file to Contractor during implementation, with regular updates aligned with State's payroll cycle to reflect changes, which contains the following data elements: (1) Unique employee payroll identification number, (2) First initial of first name and last name, (3) employee salary, (4) date of hire, (5) employment status – e.g., active, LOA or terminated, (6) pay period frequency/cycle, and (7) employment type – e.g., full-time or part-time.

3. **Non-Exclusive Rights.** The Contract is not exclusive. The State Entity reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. **No Minimums Guaranteed.** The Contract does not guarantee any minimum level of purchases or use of Services.

D. COMPENSATION/PAYROLL DEDUCTION

1. **Billings.** Unless otherwise agreed in writing by the State Entity and the Contractor, the Contractor shall not be entitled to receive any payment or compensation from the State Entity for Services provided by or on behalf of the Contractor under the Contract. The Contractor and State Entity shall be solely responsible for paying all of their own costs, expenses and charges they incur in connection with their performance under the Contract.
2. **Payroll Deduction.** State Entity will make its best efforts to ensure SAO will honor and administer all requests from employees ("Participants") for periodic payroll deductions for the payment of purchases under the Program as specified and authorized by Participants. Before a Participant's first order is processed and a payroll deduction is submitted, Contractor will use the modified eligibility file, along with other data provided directly to Contractor by the employee (such as name, address and SSN), to perform identity verification and authentication on the Participant, including the use of an interactive identity validation quiz provided to Contractor by a reputable third party provider. Contractor will also obtain from the Participant valid authorization of the payroll deduction via an online customer contract with Participant which includes Participant's valid electronic signature pursuant to applicable laws regarding validity and enforceability of electronic signatures.
3. **Reporting & Processing.** Contractor will submit to SAO periodic statements indicating the amount of payments to be deducted from each Participant's payroll. SAO will withhold deductions authorized by such Participants, and to remit to Contractor all payroll deductions accumulated on behalf of each Participant in the amounts indicated in their periodic statements furnished to State Entity and SAO by Contractor. All deductions will be remitted to Contractor in accordance with the schedule established during the implementation process. Deductions missed because of insufficient pay, leave of absence, or termination will be dealt with in accordance with applicable law, payroll system capabilities and policies established during the implementation process.
4. **Notification.** If a state employee is terminated from his or her employment, State Entity agrees to notify Contractor of such termination as soon as reasonably practical in accordance with the schedule established during the implementation process.

5. **Responsibility.** The State Entity is not responsible for the payment of any employee purchase after the separation or termination of such employee's employment. However, SAO shall be responsible for transmitting to Contractor any and all funds which were deducted from such employee's payroll prior to the date of employee's separation or termination. The State does not provide any guarantee of payment should employee not pay Contractor for their purchase, and the State assumes no other responsibility except as expressly provided herein.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, this Contract will terminate immediately and absolutely if the State Entity determines that adequate funds are de-appropriated such that the State Entity cannot fulfill its obligations under the Contract, which determination is at the State Entity's sole discretion and shall be conclusive. Further, the State Entity may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The State Entity determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the non-defaulting party to declare the other party in default of its obligations under the Contract:
 - (i) Either party fails to deliver or has delivered nonconforming Services or fails to perform, any material requirement of the Contract or is in violation of a material provision of the Contract;
 - (ii) A party determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
 - (iii) A party fails to make substantial and timely progress toward performance of the Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the State Entity reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

- (vi) The Contractor has engaged in conduct that has or may expose the State Entity or the State to liability, as determined in the State Entity's reasonable discretion; or
 - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State Entity, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by either party, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be remedied within the period of time specified in the written notice (with a minimum cure period of 30 days). If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-defaulting party may:
- (i) Immediately terminate the Contract without additional written notice; and/or
 - (ii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. **Termination For Convenience Upon Notice.** At any time after the initial term, either party may terminate the Contract in whole or in part at its convenience upon ninety (90) days' prior written notice to the other party, without the payment of any penalty or incurring any further obligation to such other party.
5. **Termination Due to Change in Law.** Either party shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the other party as a result of any of the following:
- (i) The State Entity's authorization to operate is withdrawn or there is a material alteration in the programs administered by the State Entity; and/or
 - (ii) Either party's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** The State shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract. The Contractor shall not be liable for any costs incurred by the State Entity in its performance of the Contract, including, but not limited to, startup costs, overhead or other administrative costs associated with the performance of the Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the State Entity, the Contractor shall:
- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the State Entity may require;
 - (ii) Immediately cease using and return to the State Entity after the conclusion of payroll deductions, any personal property or materials, whether tangible or intangible, provided by the State Entity to the Contractor;

- (iii) Comply with the State Entity's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract after conclusion of payroll deductions;
- (iv) Cooperate in good faith with the State Entity and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
- (v) Immediately return to the State Entity any payments made by the State Entity for Services that were not delivered or rendered by the Contractor.

8. **The State Entity's Termination Duties.** Upon the effective date of any non-renewal or termination of the Contract or any other cessation of the Program for any reason or no reason, the Contractor shall immediately stop accepting new orders from employees for purchases under the Program, and SAO shall continue processing payroll deductions for active employees' purchases made prior such effective date until all such purchases are paid in full (which period shall not exceed one year).

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to or receive confidential data maintained by the State or provided by State's employees to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract from the State or its employees is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the confidential information, then:
- (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected from the State or its employees by the Contractor in connection with the performance of the Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

The private or confidential data provided to Contractor by the State Entity shall remain the property of the State at all times. Some Services performed for the State Entity may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

2. **No Dissemination of Confidential Data.** No confidential data provided by the State or its employees to Contractor in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the State and the employee, either during the period of the Contract or thereafter. Any data supplied by the State Entity to the Contractor shall be considered the property of the State. The Contractor must return or, if

requested by the State Entity, destroy all data provided by the State Entity to the Contractor in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the State. State Entity acknowledges that should employees wish to participate in the Program and purchase products or services directly from Contractor, such Participants will provide information and data to Contractor, and additional Participant customer data will be created and maintained by Contractor in connection therewith. Such Participant customer data shall be proprietary to Contractor, and shall be protected by the privacy policies, and the confidentiality policies and practices of Contractor.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:

Any material breach of the Contract;

Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;

Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;

The negligence or fault of the Contractor in design, testing, development or otherwise with respect to the Services provided under the Contract;

The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;

Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;

Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor with respect to its own employees to conduct business in the State of Georgia or the United States;

Any infringement by Contractor's performance of Services of any copyright, trademark, patent, trade dress, or other intellectual property right;

Any failure by the Contractor to adhere to the confidentiality provisions of the Contract;

Any claim by an employee against the State Entity to the extent such claim alleges any event or conduct covered by one or more of the foregoing subsections (i) – (vii) which arose from such employee's purchase under the Program; or

Any claim by an employee against the State Entity to the extent such claim alleges an error or mistake by Contractor in the processing of such employee's payroll deductions which arose from such employee's purchase under the Program.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the State Entity shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the Services;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the State Entity as to the Services;
- (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the State Entity or any affiliate or subsidiary of the State Entity has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. RESERVED.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Contract and the Contractor's Response, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Services.** All Services delivered by Contractor to the State Entity shall be free from any defects in design, material, or workmanship. If any Services offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the State Entity shall have the option of returning, repairing, or replacing the defective Services at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the State Entity shall not relieve the Contractor of its warranty or any other obligation under the Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.

4. **Originality and Title to Concepts, Materials, and Services Performed.** Contractor represents and warrants that all the concepts, materials, and Services produced, or provided to the State pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, and Services and the State's use of same and the exercise by the State of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by the Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the State Entity.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the State Entity will not have any obligations with respect thereto.
8. **RESERVED.**
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the State Entity as specified in the RFX. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
11. **State Security.** State Entity requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the State. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the State. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the State. The Contractor shall provide immediate notice to State Entity of any

employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to State Entity of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.

12. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.
13. **Products and goods sold to Participants under the Program.** State Entity acknowledges that the Contractor will sell products, goods and services directly to eligible employees as Participants under the Program. As such, the terms and conditions of the warranties provided by Contractor to such Participants are customarily the limited warranties provided by the vendors and manufacturers of such products, goods and services. Thus, notwithstanding anything herein to the contrary, Contractor expressly does not provide any such warranties to the State Entity as the State Entity is not the direct purchaser of such products, goods and services.

K. PRODUCT RECALL

If this Contract includes the provision of goods and in the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly publish all relevant facts to the Participants who purchased such goods and undertake (or have the vendor or manufacturer undertake) all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the State Entity from taking such action as may be required of it under any such law or regulation.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the State Entity Standard Contract Terms and Conditions (including any amendments accepted by both the State Entity and the Contractor attached hereto), the RFX (including any subsequent addenda), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the specific provisions of the State Entity Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the State Entity in writing shall not be included in this Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the

RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the State Entity cannot be implied from the Contractor's Response.

3. **Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and State Entity policies and standards in effect during the performance of the Contract, including but not limited to the State Entity's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract.
4. **Drug-free Workplace.** The Contractor hereby certifies as follows:
 - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
 - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. **Amendments.** The Contract may be amended in writing from time to time by mutual consent of the parties. If the contract award exceeds the delegated purchasing authority of the State Entity, then the State Entity must obtain approval of the amendment from the Department of Administrative Services (DOAS). All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the State Entity and the Contractor.

6. **Third Party Beneficiaries.** The Contract is intended only to benefit the State Entity, the State, State's employees and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

9. **Assignment and Delegation.** The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State Entity.
10. **Use of Third Parties.** Except as may be expressly agreed to in writing by the State Entity, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All

restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the State Entity. The State Entity shall have the right to request the removal of a subcontractor from the Contract for good cause.

11. **Integration.** The Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract.
12. **Headings or Captions.** The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
13. **Not a Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
14. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
15. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the State Entity and the Contractor for the Services provided in connection with the Contract.
16. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the State Entity and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
17. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the State Entity Standard Contract Form. Each such notice shall be deemed to have been provided:
 - (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,

- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 19. Severability.** If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the State Entity and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
- 20. Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the State are responsive to the State's requirements and requests in all respects.
- 21. Authorization.** The persons signing this Contract represent and warrant to the other parties that:
 - (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 22. Successors in Interest.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records

of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Ethics in Government.** The Contractor warrants that Contractor is in and shall remain in compliance with O.C.G.A 21-5-76. The Contractor warrants that no lobbyist has been employed for compensation contingent, in whole or in part, upon the granting or awarding of any state contract.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection State Entity (EPA) List of Violating Facilities. Contractor will immediately notify the State Entity of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the State Entity if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** The State Entity is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages.
30. **Certification Regarding Sales and Use Tax.** By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the State Entity or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

- 32. Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Contract, Contractor's liability to the State for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed \$500,000.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

- 33. Obligations Beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor and State Entity incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
- 34. Counterparts.** The State Entity and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument. Facsimile and/or scan of signed counterparts exchanged via electronic message shall be valid and effective for all purposes.
- 35. Further Assurances and Corrective Instruments.** The State Entity and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

[please place on client letterhead]

Broker of Record Letter

[please insert current date]

Purchasing Power, LLC
1349 West Peachtree St. NW, Suite 1100
Atlanta, GA 30309

Dear Sir/Madam:

Please be advised that effective on [please insert date], the undersigned entity or organization (the “Client”) has appointed [] (the “Broker”) to work with the Client in the support, direction and vendor management for the services and employee purchase program to be implemented and provided by Purchasing Power.

With this letter, Purchasing Power is authorized and directed to recognize the Broker as the “Broker of Record” for the contract extended to cover the Client and Purchasing Power. In addition, please be advised that the Client has agreed to direct the payment of all Purchasing Power commissions to the Broker. This letter supersedes any previous appointments of authority which may have been granted orally or in writing.

Please accept our sincere appreciation for the cooperation and courtesies that you will provide to the Broker.

Sincerely,

[please insert full legal name of Client]

By: _____
Name: _____
Title: _____

DOAS/SPD Contract Utilization Notification

Date:	Contract #:
Contract Description: Employee Purchase Program	Supplier: Purchasing Power, LLC
<u>Submission Instructions:</u> 1. Written notification of a State Entity's intention to use the above reference contract with the provisions set forth below should be submitted via email to the Issuing Officer (designated below). This notification can be submitted as an email attachment. Issuing Officer: Janet Pytelewski Email Address: janet.pytelewski@doas.ga.gov Contracting Entity Name: Georgia Department of Administrative Services 2. Purchasing Power and Authorized User accepts the following provisions by signing below.	

The Georgia Department of Administrative Services (DOAS) has competitively sourced and awarded a contract to Purchasing Power, LLC to provide a voluntary Employee Purchase Program to eligible employees for the purchase of consumer goods and services via payroll deductions. The program is designed to permit eligible employees to shop and purchase consumer goods and services that have been authorized as permissible under 2015 Georgia House Bill 551 and paid for through qualified payroll deduction.

This contract currently covers all State Entities that pay their employees through the State's PeopleSoft Payroll system. Other governmental entities including but not limited to state boards, bureaus, commissions, authorities, institutions such as colleges and universities and political subdivisions that are approved via Supplier's employer underwriting requirements (including minimum employee requirements) have the option to establish a similar payroll purchase program with the same catalog under the Department of Administrative Services' awarded contract. All entities authorized to utilize this contract shall be referred to collectively as Authorized Users.

Purchasing Power will extend the State's 10% permanent employee discount "Promo Code" to all Authorized Users that have a minimum of 10,000+ eligible employees. Any Authorized Users that have less than 10,000 eligible employees will not receive such discount, but may receive other lesser discounts or promotions from time to time.

Authorized Users must assume the responsibilities associated with their specific program administration/implementation and payroll deduction obligations. Prior to implementing an Employee Purchase Program, Authorized User agrees to:

- Notify the Department of Administrative Services' of its intention to establish a program pursuant to this contract.
- Provide a legal notices contact to the Department of Administrative Services and to Supplier for the purposes of receiving notices and information on any contract amendments including contract renewals and extensions.
- Establish and document, in collaboration with the Supplier, Program employee eligibility requirements, and coordinate with Supplier to implement the administration of payroll deductions consistent with the Authorized User's policies and payroll process.
- Provide Supplier with reasonable opportunities to communicate the Program to eligible employees for the purpose of communicating, explaining, promoting and offering the Program to such employees, which may include (a) an introductory message sent to eligible employees via electronic mail, (b) maintaining a posting on relevant internal websites/intranets, (c) enrollment message(s) during open enrollment periods, (d) direct mail to eligible employees, and/or (e) other means of communicating with employees as may be mutually agreed and approved by the Authorized User from time to time.
- Pre-approve all Supplier-developed materials/communications using the Authorized User's name and logo on any such communication.
- Provide annual feedback (when requested by DOAS) of Supplier's performance.

Authorized User Acceptance

By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing	
Email Address	

Purchasing Power, LLC Acceptance

By (Authorized Signature) 	Date Signed June 8, 2017
Printed Name and Title of Person Signing Elizabeth Halkos, Chief Operating Officer	
Email Address Ehalkos@Purchasingpower.com	



APPLICATION FOR PURCHASING POWER PAYROLL DEDUCTION PURCHASE PLAN

BUSINESS INFORMATION

Employer Name:		Company URL:
Address:		
City:	State:	ZIP Code:
Plan Administrator:	Phone:	Email:
Primary Contact (if different from above):	Phone:	Email:
AP Contact:	Phone:	Email:
Is Payroll ☐ centralized ☐ decentralized		
IT Contact:	Phone:	Email:
# of Locations:	Fed ID #:	
Broker/Contact Name: Fran Millar	Phone: 770-490-0213	Email: senatorfranmillar@gmail.com

EMPLOYEE INFORMATION

What is the total number of current employees?

Total # of	2016	2015	2014
Employees:			
Terminations:			
Approximate percentage of workforce?	Full-Time: %	Part-Time: %	
	Salaried: %	Hourly: %	
	Non- Standard (temporary, seasonal, per diem, contract, etc): %		
Are there any anticipated workforce reductions > 10% in next 12 months? ☐ YES ☐ NO			

CAVEATS

Underwriting Approval and Requirements are considered final unless any of the following conditions are met:

- 1) Bankruptcy
- 2) Workforce reductions greater than 10%
- 3) A significant change in the makeup of the workforce (a shift in salaried to hourly, full time to part time, etc)
- 4) A change in company ownership
- 5) A significant change in ratings



Administrative Services Committee Meeting
8/8/2017 1:10 PM
Award Design Contract for Records Retention

Department: Central Services

Presenter: Takiyah A. Douse

Caption: Approve award of contract for design of renovations to 1815 Marvin Griffin Road to convert the former License and Inspection Building into a Records Retention building and offices for Mosquito Control to 2KM Architects of Augusta. The fee is 6% and is currently estimated to be \$60,000 based on an anticipated construction cost of \$1,000,000. ((RFQ 17-181))

Background: The Augusta Records Retention center is currently at full capacity and the volume of documents we are required to retain has steadily increased over the years. SPLOST 7 included funding to provide space to alleviate this shortage and plan for retention efforts for the future. Procurement issued a Request for Qualifications (RFQ) 17-181, , for design services relative to the proposed scope.

Analysis: Renovation of the former License and Inspection building has been under consideration for several years. We are now able to move forward with these construction plans since Planning vacated the building earlier this year. This facility was originally a warehouse/shop type operation and this project returns the building to a similar use. Firms submitting Statements of Qualifications were evaluated and ranked based upon data they provided in response to Augusta's request to information relevant to project related scope. 2KM Architects of Augusta was judged to be the best qualified of the firms submitting on the project.

Financial Impact: The cost of design services is estimated to be \$60,000.00 and is within the project budget.

Alternatives: 1. Approve award of contract for design of renovations to 1815 Marvin Griffin Road to convert the former License and Inspection Building into Records Retention and offices for Mosquito Control to 2KM Architects of Augusta. The fee is 6% and is currently

estimated to be \$60,000 based on an anticipated construction cost of \$1,000,000. 2. Do not approve the proposal.

Recommendation: Approve award of contract for design of renovations to 1815 Marvin Griffin Road to convert the former License and Inspection Building into a Records Retention building and offices for Mosquito Control to 2KM Architects of Augusta. The fee is 6% and is currently estimated to be \$60,000 based on an anticipated construction cost of \$1,000,000.

**Funds are Available
in the Following
Accounts:** This project is funded through SPLOST 7.

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**



AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Augusta - Richmond County
535 Telfair Street, Suite 605
Augusta, GA 30901
Telephone Number: 706-821-2422

and the Architect:
(Name, legal status, address and other information)

2KM Architects, Inc.
529 Greene Street
Augusta, GA 30901
Telephone Number: 706-736-3333
Fax Number: 706-736-7100

for the following Project:
(Name, location and detailed description)

Renovate Former Government Offices
1815 Marvin Griffin Road
Augusta, GA 30906-3811
Primary Bldg. not including existing out-buildings
Listed as 12,760SF on Augusta.gov Tax Records

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See attached Meeting Notes dated 7/13/2017. (9) offices; (2) handicap toilets, shared Lobby & I.T. Hub Room. Open Warehouse storage.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Main Building on site, pre-engineered structure, ~10,000 gsf, utilities existing to Building, site work limited to code required egress & (2) handicap parking spaces.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Confidential; Initial Construction Cost: \$1,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

To be determined during project development Schematic Design Phase.
a. Owner to confirm funding time-line.

.2 Construction commencement date:

To be confirmed by Owner/Contract & Procurement process.

.3 Substantial Completion date or dates:

T.B.C.

.4 Other milestone dates:

To be confirmed by Owner & 2KM.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design - Bid - Build, Single-Phase via Augusta Procurement processes.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:

(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Comply with adopted building codes for Energy & Water conservation.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:

(List name, address, and other contact information.)

Rick Acree, Project Manager
535 Telfair Street
Augusta, GA 30901

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

Augusta-Richmond County Inspections Dept.
Augusta-Richmond County Fire Marshals Offices

§ 1.1.9 The Owner shall retain the following consultants and contractors:

(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Init.

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

Environmental - to be confirmed if Hazardous Materials Abatement is required.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Rob Mauldin
529 Greene Street, Augusta, GA 30901
Telephone Number: 706-736-3333
Fax Number: 706-736-7100

Email Address: rmauldin@2kmarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Slater Engineering, Inc.
Brian Slater
P.O. Box 1010, Augusta, GA 30903
Telephone Number: 706-364-9547

.2 Mechanical Engineer:

Pruett, Ford & Associates
Martin Ford, P.E.
1201 Broad Street, Suite 3A, Augusta, GA 30901
Telephone Number: 706-722-3959

.3 Electrical Engineer:

Electrical Design Consultants, Inc.
Ashley Paulk, P.E.
1201 Broad Street, Suite 1A, Augusta, GA 30901
Telephone Number: 706-724-3551

Init.

§ 1.1.11.2 Consultants retained under Supplemental Services:

Alternative Construction & Environmental Solutions, Inc. if hazardous materials are identified & require surveys, abatement testing, or design. Budget: \$5,000 if required.

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Init.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One hundred thousand Dollars and Zero Cents (\$ 100,000.00) each accident, One hundred thousand Dollars and Zero Cents (\$ 100,000.00) each employee, and Five hundred thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

Init.

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

1. conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
2. issue Certificates of Substantial Completion;
3. forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
4. issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Architect & Owner
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect

Init.

§ 4.1.1.4	Existing facilities surveys	Owner
§ 4.1.1.5	Site evaluation and planning	Not Provided
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Not Provided
§ 4.1.1.9	Landscape design	Not Provided
§ 4.1.1.10	Architectural interior design	Architect
§ 4.1.1.11	Value analysis	Not Provided
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13	On-site project representation	Architect - Periodic
§ 4.1.1.14	Conformed documents for construction	Architect
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	Architect
§ 4.1.1.17	Post-occupancy evaluation	Not Provided
§ 4.1.1.18	Facility support services	Not Provided
§ 4.1.1.19	Tenant-related services	Not Provided
§ 4.1.1.20	Architect's coordination of the Owner's consultants	Owner
§ 4.1.1.21	Telecommunications/data design	Owner
§ 4.1.1.22	Security evaluation and planning	Owner
§ 4.1.1.23	Commissioning	Not Provided
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25	Fast-track design services	Not Provided
§ 4.1.1.26	Multiple bid packages	Not Provided
§ 4.1.1.27	Historic preservation	Not Provided
§ 4.1.1.28	Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29	Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30	Other Supplemental Services	Owner

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Hazardous Materials Survey, Testing & Abatement Design
Asbestos Containing Materials (ACM)
Lead Based Paint (LBP)

Init.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

Init.

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) visits to the site by the Architect during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

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Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

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[X] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A - Fee based upon percent complete without reduction or retainage.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests

Init.

the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

\$60,000.00

- .2 Percentage Basis
(Insert percentage value)

(6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

Init.

\$1,000,000.00 initial Construction Cost. (Pre-Design Budget) based upon 10,000gsf x
\$100psf=\$1,000,000.00

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Cost of specialty consultants plus 10% markup.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Fee Basis - See attached hourly rates schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (10.00%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Rates Fee Schedule

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as

Init.

follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Dollars (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 % monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

Init.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☒ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Hourly Rates Fee Schedule

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

2KM Architects, Inc.
 Robert L. Mauldin, AIA, NCARB
 CFO/Secretary/V.P. GA-RA005958

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:37:06 on 07/28/2017.

PAGE 1

AGREEMENT made as of the day of in the year 2017

...

Augusta - Richmond County
535 Telfair Street, Suite 605
Augusta, GA 30901
Telephone Number: 706-821-2422

...

2KM Architects, Inc.
529 Greene Street
Augusta, GA 30901
Telephone Number: 706-736-3333
Fax Number: 706-736-7100

...

Renovate Former Government Offices
1815 Marvin Griffin Road
Augusta, GA 30906-3811
Primary Bldg. not including existing out-buildings
Listed as 12,760SF on Augusta.gov Tax Records

PAGE 2

See attached Meeting Notes dated 7/13/2017. (9) offices; (2) handicap toilets, shared Lobby & I.T. Hub Room.
Open Warehouse storage.

...

Main Building on site, pre-engineered structure, ~10,000 gsf, utilities existing to Building, site work limited to code required egress & (2) handicap parking spaces.

...

Confidential; Initial Construction Cost: \$1,000,000

PAGE 3

To be determined during project development Schematic Design Phase.

...

a. Owner to confirm funding time-line.

...

To be confirmed by Owner/Contract & Procurement process.

...

T.B.C.

...

To be confirmed by Owner & 2KM.

...

Design - Bid - Build, Single-Phase via Augusta Procurement processes.

...

Comply with adopted building codes for Energy & Water conservation.

...

Rick Acree, Project Manager
535 Telfair Street
Augusta, GA 30901

...

Augusta-Richmond County Inspections Dept.
Augusta-Richmond County Fire Marshals Offices

PAGE 4

N/A

...

N/A

...

Environmental - to be confirmed if Hazardous Materials Abatement is required.

...

Rob Mauldin
529 Greene Street, Augusta, GA 30901
Telephone Number: 706-736-3333
Fax Number: 706-736-7100

Email Address: rmauldin@2kmarchitects.com

...

Slater Engineering, Inc.

...

Brian Slater

...

P.O. Box 1010, Augusta, GA 30903

...

Telephone Number: 706-364-9547

...

Pruett, Ford & Associates

...

Martin Ford, P.E.

...

1201 Broad Street, Suite 3A, Augusta, GA 30901

...

Telephone Number: 706-722-3959

...

Electrical Design Consultants, Inc.

...

Ashley Paulk, P.E.

...

1201 Broad Street, Suite 1A, Augusta, GA 30901

...

Telephone Number: 706-724-3551

PAGE 5

Alternative Construction & Environmental Solutions, Inc. if hazardous materials are identified & require surveys, abatement testing, or design. Budget: \$5,000 if required.

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two million Dollars and Zero Cents (\$ 2,000,000.00) for each occurrence and Four Million Dollars and Zero Cents (\$ 4,000,000.00) in the aggregate for bodily injury and property damage.

...

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than One hundred thousand Dollars and Zero Cents (\$ 100,000.00) each accident, One hundred thousand Dollars and Zero Cents (\$ 100,000.00) each employee, and Five hundred thousand Dollars and Zero Cents (\$ 500,000.00) policy limit.

...

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million Dollars and Zero Cents (\$ 1,000,000.00) per claim and One million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

PAGE 12

§ 4.1.1.1 Programming	<u>Architect & Owner</u>
§ 4.1.1.2 Multiple preliminary designs	<u>Architect</u>
§ 4.1.1.3 Measured drawings	<u>Architect</u>
§ 4.1.1.4 Existing facilities surveys	<u>Owner</u>
§ 4.1.1.5 Site evaluation and planning	<u>Not Provided</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>Not Provided</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>Not Provided</u>
§ 4.1.1.8 Civil engineering	<u>Not Provided</u>
§ 4.1.1.9 Landscape design	<u>Not Provided</u>
§ 4.1.1.10 Architectural interior design	<u>Architect</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Not Provided</u>
§ 4.1.1.13 On-site project representation	<u>Architect - Periodic</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect</u>
§ 4.1.1.16 As-constructed record drawings	<u>Architect</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>

§ 4.1.1.18	Facility support services	<u>Not Provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Owner</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not Provided</u>
§ 4.1.1.27	Historic preservation	<u>Not Provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Owner</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Not Provided</u>
§ 4.1.1.30	Other Supplemental Services	<u>Owner</u>

...

Hazardous Materials Survey, Testing & Abatement Design
Asbestos Containing Materials (ACM)
Lead Based Paint (LBP)

PAGE 14

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

...

- .2 Twelve (12) visits to the site by the Architect during construction

...

- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

- .4 One (1) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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[X] Other: *(Specify)*

PAGE 19

N/A - Fee based upon percent complete without reduction or retainage.

...

N/A**PAGE 20**\$60,000.00

...

(6.00) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

PAGE 21

\$1,000,000.00 initial Construction Cost. (Pre-Design Budget) based upon 10,000gsf x \$100psf=\$1,000,000.00

...

Cost of specialty consultants plus 10% markup.

...

Hourly Fee Basis - See attached hourly rates schedule.

...

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (10.00%), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

...

Hourly Rates Fee Schedule

PAGE 22

§ 11.10.1.1 An initial payment of Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Dollars (\$ 0) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1 % monthly

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N/A

...

N/A

...

[X] Other Exhibits incorporated into this Agreement:

...

Hourly Rates Fee Schedule

...

2KM Architects, Inc.
Robert L. Mauldin, AIA, NCARB
CFO/Secretary/V.P. GA-RA005958

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:37:06 on 07/28/2017 under Order No. 8557174750 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Request for Qualifications

Request for Qualifications will be received at this office until Thursday, May 11, 2017 @ 11:00 a.m. for furnishing:

RFQ Item #17-181 Architectural Design Services - Renovate Former Government Offices for Mixed Office and Records Storage – 1815 Marvin Griffin Road for Augusta Central Services Department

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

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

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department **ARCbid**. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901.

Mandatory Pre Qualifications Conference will be held on Tuesday, April 25, 2017, @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605.

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, April 27, 2017, @ 5:00 P.M. No RFQ will be accepted by fax, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of sixty (60) days after qualifications have been opened, pending the execution of contract with the successful vendor.

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle
Metro Courier

March 30, April 6, 13, 20, 2017
April 5, 2017

**RFQ Item #17-181**

Architectural Design Services - Renovate Former Government Offices for Mixed Office and Records Storage – 1815 Marvin Griffin Road for Augusta Central Services Department

RFQ Date: Thursday, May 11, 2017 @ 11:00 a.m.

Total Number Specifications Mailed Out: 13

Total Number Specifications Download (Demandstar): 12

Total Electronic Notifications (Demandstar): 414

Mandatory Pre-Qualifications Conference Attendees:5

Total packages submitted:5

Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify #	SAVE Form	Addendum 1	Original	6 Copies
2KM Architects, Inc. 529 Greene Street Augusta, GA 30901	YES	312290	YES	YES	YES	YES
Studio 3 Design Group 1617 Walton Way Augusta, GA 30901	YES	194106	YES	YES	YES	YES
Dickinson Architects, P.C 771 Broad Street Suite 200 Augusta, GA 30901	YES	67757	YES	YES	YES	YES
The Epsten Group 399 Edgewood Ave Atlanta, GA 30312	YES	NO Non-Complinat	YES	YES	YES	YES
Johnson, Lashchober & Associates, P.C. 1296 Broad Street Augusta, GA 30901	YES	226309	YES	YES	YES	YES

The following vendor has been deemed non-compliant for not providing an E-Verify number: Epsten Group

 RFQ Evaluation Sheet Item #17-181 Architectural Design Services - Renovate Former Government Offices for Mixed Office and Records Storage – 1815 Marvin Griffin Road for Augusta Central Services Department RFQ Due: Tuesday, May 23, 2017 @ 3:00 p.m.						
Vendors	2KM Architects, Inc. 529 Greene Street Augusta, GA 30901	Studio 3 Design Group 1617 Walton Way Augusta, GA 30901	Dickinson Architects, P.C 771 Broad Street Suite 200 Augusta, GA 30901	Johnson, Lashchobert & Associates, P.C. 1296 Broad Street Augusta, GA 30901	Attachment number 4 in Page 1 The Epsten Group 399 Edgewood Ave Atlanta, GA 30312	
RANKING - First Round Elimination (MUST PASS FOR CONTINUED CONSIDERATION)						
Submittal and Quality of RFP						
A. Package submitted by the deadline	Pass/Fail	PASS	PASS	PASS	PASS	PASS
B. Package is complete (includes requested information as required per this solicitation)	Pass/Fail	PASS	PASS	PASS	PASS	FAIL
Second Round Elimination (Total Points 50) (MUST ACHIEVE 35 POINTS FOR CONTINUED CONSIDERATION)						
Quality of RFP						
C. Overall Quality of RFP (concise and to-the-point)	50	50.0	50.0	50.0	50.0	
Proposer's Overall Ability to Provide the Services (Total Points 470)						
D. Narrative						
1. Technical Approach	100	90.0	86.7	86.7	86.7	
2. Financial Responsibility	100	63.3	28.3	28.3	48.3	
3. Project Management	95	91.7	88.3	88.3	88.3	
4. Key Personnel & Staff	90	86.7	83.3	85.0	85.0	
5. Organizational Qualifications	85	70.0	70.0	70.0	70.0	
6. Optional Interview (Potential Bonus Points)	10					
D. TOTAL	480	401.7	356.7	358.3	378.3	
Scope of Services (Total Points 200)						
E. Scope of Services						
1. Project specific Experience	100	50.0	46.7	31.7	43.3	
2. Evidence that the firm fully understands project scope	50	28.3	26.7	20.0	21.7	
3. Past performance on projects of similar nature	50	41.7	40.0	40.0	41.7	
Total	200	120.0	113.3	91.7	106.7	
Proximity to Area (Total Points 10)						
F. Proximity to Area						
Within Richmond County	10	10	10	10	10	
Within CSRA	8					
Within Georgia	6					
Within SE United States (includes AL, TN, NC, SC, FL)	4					
• All Others	2					
TOTAL	10	10	10	10	10	
Reference(s) (Total Points 10)						
H. References	10	10	10	10	10	
Total (Total Possible Score 750)						
Total	750	591.7	540.0	520.0	555.0	
Note: Respondent/Offeror(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.						
Internal Use Only						
Evaluator:	Cumulative	Date:	5/25/17			
Procurement Department Representative: Nancy Williams						
Procurement Department Completion Date: 5/25/17						



Central Services Department

Takiyah A. Douse, Director
Rick Acree, Project Manager

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-2426 Phone (706) 799-5077 Fax

MEMORANDUM

TO: Mrs. Geri Sams, Director, Procurement Department

THROUGH: Mrs. Takiyah A. Douse, Director, Central Services

DATE: July 18, 2017

SUBJECT: RFQ #17-181 RFQ for Design Services – Renovate Former Government Offices for Mixed Office & Records Storage - Recommendation

Ms. Sams:

The proposals for the referenced RFQ were received on May 11, 2017. We received 4 compliant Statements of Qualification.

The information presented by each firm was carefully reviewed by the Evaluation Committee on May 23, 2017. The qualifications based assessment resulted in 2KM Architects of Augusta, GA being judged the best qualified firm for this project.

On June 23, we met with representatives from the firm to discuss contract terms. The attached document reflects the terms discussed. These terms are acceptable and within the budget established for the work. Central Services recommends award of the contract to 2KM Architects. Please request the appropriate paperwork and inform us when received so that we can prepare an Agenda Item for Commission approval.

Thank you for your assistance in securing this information. Please do not hesitate to call if you have any questions or need additional clarification.

Cc: Takiyah A. Douse

'17 JUL 20 PM 4:40

FYI: Process Regarding Request for Qualifications

Sec. 1-10-47. Request for qualifications; pre-qualifications of contractors.

- (a) The Procurement Director, in consultation with the Administrator and using agency head may determine that it shall be in the best interest of Augusta, Georgia to pre-qualify offerors for contracts of a particular type. The imposed standards shall be met by any contractor who wishes submit a bid or proposal for the subject project. The contractor shall submit required data in order to obtain a fair and impartial determination of whether the pre-qualification standards have been met. When pre-qualification is required, only those contractors who submit the required pre-qualification information and who are actually pre-qualified to submit a bid or proposal for the proposed solicitation.
- (b) *Public notice.* Public notice of pre-qualification shall be given in the same manner as provided in section 1-10-50 (c).
- (c) *Pre-qualification standards.* The Procurement Director and affected using agency heads shall review all information submitted by the suppliers and, if necessary, require additional information. The standards set for pre-qualification shall include but not be limited to factors set forth in section 1-10-50-Sealed Bids; Bid Acceptance and Bid Evaluation or section 1-10-52-Sealed Proposals; Evaluation and Selection. If the Procurement Director and Administrator determine that the contractor meets all standards, then the contractor shall be so pre-qualified. The contractor shall be notified in writing.
- (d) *Failure to pre-qualify.* Should a contractor not be pre-qualified, appropriate written notice shall be sent and the contractor may appeal such determination as provided in Article 9.
- (e) In no instance shall a contract be awarded from the solicitation of request for qualifications.

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.

FYI: Process Regarding Request for Qualifications

- (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.

FYI: Process Regarding Request for Qualifications

- (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;

FYI: Process Regarding Request for Qualifications

- (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.

Original

RFQ Mandatory Pre-Qualifications Conference Sign-in Sheet
RFQ Item #17-181 Architectural Design Services- Renovate Former Government Offices
and Records Storage at 1815 Marvin Griffin Road For Augusta Central Services Department
Tuesday, April 25, 2017, @ 10:00 a.m.
PLEASE PRINT

Item # 2

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
1. Darrell White <i>Darrell White</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2423	706-821-2811	probidandcontract @augusta.gov	
2. Nancy Williams	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2888	706-821-2811	probidandcontract @augusta.gov	
3. Salasha Singleton <i>SS</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-4251	706-821-2811	probidandcontract @augusta.gov	
4. Rob Mauldin <i>Rob Mauldin</i>	2KM Architects, Inc.	529 Greene St. Augusta, GA 30901	706-736-3333	706-736-7100	mauldin@2kmarchitects.com	Inc.
5. Megan Foster <i>Megan Foster</i>	2KM Architects, Inc.	529 Greene St. Augusta, GA 30901	706-736-3333	706-736-7100	mfoster@2kmarchitects.com	
6. Jim <i>Jim</i>	DESIGN GROUP	1417 WALTON WAY Augusta, GA 30901	706.667.9784	706.667.9784	jacob@533rc.com	
7. Rick <i>Rick</i>	CENTRAL SERVICE		706-821-1595		raaree@augusta.gov	

RFQ Mandatory Pre-Qualifications Conference Sign-in Sheet
RFQ Item #17-181 Architectural Design Services- Renovate Former Government Offices
and Records Storage at 1815 Marvin Griffin Road For Augusta Central Services Department
Tuesday, April 25, 2017, @ 10:00 a.m.
PLEASE PRINT

Item # 2

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. Erin Armstrong	Dickinson Architects	471 Broad Street Suite 200 Augusta, GA 30901	706-722-7488	706-724-1029	earmstrong@ dickinsonarchitects.com	
Tamara Walter	Compliance	535 Telfair St. Suite 710 Augusta, GA 30901	706 831-2400	706 833-4395	TWalter@ augustaga.gov	
10. Michele Rell	Epstein Group	399 Edgewood Ave Atlanta GA 30312	404- 577-0370	404- 577	mrell@ epstengroup.com	P
11. LEE DORN	JLA	1296 Broad St. Augusta, GA 30901	706- 724-5756	706- 724-9355	ldorn@ thejlagroup.com	P
12.						
13.						
14.						
15.						

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

Logout



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Buyers

Account Info

Log Bid

[View Bids]

Log Quote

View Quotes

Supplier Search

Build Broadcast List

Reports

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-17-181-0-2017/nw

Bid Name Architectural Design Services - Renovate Government Offices for Mixed office and Records Storage - 1815 Marvin Griffin Road

1 Document(s) found for this bid

12 Planholder(s) found.

Add Planholder

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
AECOM	6788088802		1			Documents
Ajax Building Corporation	8502249571	8502242496	1			Documents
Clemons Rutherford & Assoc Inc	8503856153	8503868420	1			Documents
Convergent Technologies Design Group, Inc.						Documents
Florida Irrigation Supply	4079959095	4079959793	1			Documents
Iron Mountain						Documents
McMillan Pazdan Smith						Documents
Pond & Company	6783367740	6783367744	1			Documents
Red Trinity, LLC	4043145365		1			Documents
SevenOutsource	3153087850	3153087850	1			Documents

Page 1 of 2 first | previous | [next](#) | [last](#)Format for Printing 

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Item # 2

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Buyers

Account Info

Log Bid**[View Bids]****Log Quote****View Quotes****Supplier Search****Build Broadcast List****Reports**

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-17-181-0-2017/nw

Bid Name Architectural Design Services - Renovate Government Offices for Mixed office and Records Storage - 1815 Marvin Griffin Road

1 Document(s) found for this bid

12 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Smallwood, Reynolds, Stewart, Stewart	4042335453	4042335453	1			Documents
The Epsten Group	4045770370		1			Documents

Page 2 of 2 [first](#) | [previous](#) | [next](#) | [last](#)Format for Printing

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Item # 2

Bidders List

Bid Item # 17-181 Cost \$ _____

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed By
1	Patternarc h Attn: Patrick Chapman	50 Hurt Plaza SE, Suite 2055 Atlanta, GA 30303	4/10/17	17-181	DW	U-Sr ma:1
2	A+S Engineering Teresa Smith	P.O. Box 2413 Evans, GA 30809	5/9		pg	P/U
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						Item # 2

Cheatham, Fletcher, Scott
Architects
420 8th Street
Augusta, GA 30901

2KM Architects
529 Greene Street
Augusta, GA 30901

Woodhurst Architects
607 15th Street
Augusta, GA 30901

Harley & Associates Architects
718 Broad Street
Augusta, GA 30901

Definitive Designs Group
4270 Frontage Road
Augusta GA 30909

Rick Acree
Central Services

Studio 3 Design Group
1617 Walton Way
Augusta, GA 30904

Virgo Gambill Architects
2531 Augusta West Pkwy
#200
Augusta, GA 30909

Johnson Laschober & Associates
1296 Broad Street
Augusta, GA 30901

Hughes, Beatty, O'Neal and Law
718 Broad Street
Augusta, GA 30901

Takiyah Douse
Central Services

Dickinson Architects
771 Broad Street, Suite 200
Augusta, GA 30901

Chris Booker & Associates
670 Broad Street
Augusta, GA 30901

Alan Venable Architects
309 11th Street
Augusta, GA 30901

Veteran Design Group
2531 Center West Pkwy
#202
Augusta GA, 30909

Kellie Irving
Compliance



Administrative Services Committee Meeting
8/8/2017 1:10 PM
Award Employee Assistance Program (EAP) Services

Department: Finance - Risk Managment

Presenter: Donna Williams

Caption: Award Charles Nechtem Associates Inc. as Employee Assistance Program (EAP) provider (RFP 17-161).

Background: Augusta provides an EAP program for its employees. EAP services offer confidential counseling and referral services to employees and their household. EAP services address a wide variety of personal concerns to include but not limited to - Family/Parenting problems - Grief/Bereavement - Alcohol/Drug/Other addictions - Marital/Relationship issues - Stress/Anxiety - Depression Issues - Financial/Credit Counseling - Legal Referrals. RFP 17-161 solicited proposals to provide this valuable service. Augusta received responses from 8 vendors.

Analysis: The Evaluation Committee recommends Charles Nechtem Associates, Inc. as the service provider for the Augusta Employee Assistance Program (EAP).

Financial Impact: A monthly fee of \$1.18/employee, current cost at 2,450 employees = \$2,891.00/month. The cost in subsequent years will be based on the total number of employees as of September 1 of subsequent years as verified with the Augusta, Georgia Human Resources Department.

Alternatives: 1. Consider other EAP Service Providers 2. Do not provide EAP Services

Recommendation: Approve Charles Nechtem Associates, Inc. as Employee Assistance Program services provider. Effective date of contract service is September 1, 2017. This award is for a minimum of three (3) years with two (2) one (1) year automatic annual renewals for a total of five (5) years.

**Funds are Available
in the Following
Accounts:**

Funds are available in the following account 611015210/5212999

REVIEWED AND APPROVED BY:

**Finance.
Procurement.
Law.
Administrator.
Clerk of Commission**

Request for Proposal

Request for Proposals will be received at this office until Friday, March 24, 2017 @ 11:00 a.m. for furnishing:

RFP Item # 17-161 Employee Assistance Program

(EAP) Services for the Augusta Finance Department – Risk Management

**RFP Item # 17-163 Broker Services for Public Official Liability (POL) and Employment Practice Liability (EPL)
for Augusta Finance Department – Risk Management**

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

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

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.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 10, 2017, @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

No RFP may be withdrawn for a period of 60 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.

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 his qualifications.

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	February 16, 23, March 2, 9, 2017
Metro Courier	February 22, 2017

OFFICIAL



RFP Opening Item #17-161
Employee Assistance Program (EAP) Services
for Augusta, GA- Finance Department-Risk Management
RFP Due: Friday, March 24, 2017 @ 11:00 a.m.

Total Number Specifications Mailed Out: 19
Total Number Specifications Download (Demandstar): 12
Total Electronic Notifications (Demandstar): 164
Pre Proposal Telephone Conference Attendees: N/A
Total packages submitted: 8
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendum 1	Original	6 Copies	Fee Proposal
EAP Consultants LLC 1850 Parkway Place Suite 700 Marietta, GA 30067	YES	65817	YES	YES	YES	YES	YES
Concern EAP 2610-B Commons Blvd Augusta, GA 30909	YES	1178001	YES	YES	YES	YES	YES
Nancy Wesselink 206 Teal Ct Canton, GA 30115	YES	777036	YES	YES	YES	YES	YES
Charles Nechtem Associates 595 Bay Isles Road Suite 115 Longboat Key, FL 34228	YES	1177481	YES	YES	YES	YES	YES
FEI Behavioral Health 648 N. Plankton Ave. Suite 4 Milwaukee, WI 53203	YES	768943	YES	YES	YES	YES	YES
Carkham Consulting & Linkage 3110 Bellemeade Drive Augusta, GA 3096	YES	1180919	YES	YES	YES	YES	YES
Deer Oaks EAP Services 126 E, Main Plaza Suite 8 San Antonio TX 78205	YES	585914	YES	YES	YES	YES	YES

Item # 3

OFFICIAL



RFP Opening Item #17-161
Employee Assistance Program (EAP) Services
for Augusta, GA- Finance Department-Risk Management
RFP Due: Friday, March 24, 2017 @ 11:00 a.m.

Total Number Specifications Mailed Out: 19

Total Number Specifications Download (Demandstar): 12

Total Electronic Notifications (Demandstar): 164

Pre Proposal Telephone Conference Attendees: N/A

Total packages submitted: 8

Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendum 1	Original	6 Copies	Fee Proposal
Transitional Family Services 3643 Walton Way Ext Bldg 4 Augusta. GA 30909	YES	354225	YES	YES	YES	YES	YES

Item # 3

 Evaluation Sheet RFP Item #17-161 Employee Assistance Program (EAP) Services for Augusta, GA - Finance Department - Risk Management Evaluation Meeting Date: Monday, March 27, 2017 @ 4:00 p.m.									
Vendors	EAP Consultants LLC 1850 Parkway Place Suite 700 Marietta, GA 30067	Concern EAP 2610-B Commons Blvd Augusta, GA 30909	Nancy Wesselink 206 Teal Ct Canton, GA 30115	Charles Nechtem Associates 595 Bay Isles Road Suite 115 Longboat Key, FL 34228	FEI Behavioral Health 648 N. Plankton Ave. Suite 4 Milwaukee, WI 53203	Carkham Consulting & Linkage 3110 Bellemeade Drive Augusta, GA 3096	Deer Oaks EAP Services 126 E. Main Plaza Suite 8 San Antonio TX 78205	Transitional Family Services 3643 Walton Way Ext Bldg 4 Augusta, GA 30909	
RANKING - First Round Elimination									
(MUST PASS FOR CONTINUED CONSIDERATION)									
Submittal and Quality of RFP									
A. Package submitted by the deadline	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
B. Package is complete (includes requested information as required per this solicitation)	Pass/Fail	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS
Second Round Elimination (Total Points 50) (MUST ACHIEVE 35 POINTS FOR CONTINUED CONSIDERATION)									
Quality of RFP									
C. Overall Quality of RFP (concise and to-the-point)	50	45.0	43.3	31.7	43.3	38.3	30.0	36.7	30.0
Proposer's Overall Ability to Provide the Services (Total Points 470)									
D. Narrative									
1. Technical Approach	100	88.3	85.0	75.0	86.7	85.0	70.0	83.3	70.0
2. Financial Responsibility	100	91.7	78.3	76.7	91.7	90.0	76.7	78.3	75.0
3. Project Management	95	83.3	86.7	65.0	83.3	83.3	66.7	83.3	63.3
4. Key Personnel & Staff	90	81.7	73.3	66.7	85.0	73.3	66.7	70.0	63.3
5. Organizational Qualifications	75	68.3	66.7	53.3	76.7	71.7	53.3	66.7	50.0
6. Optional Interview (Potential Bonus Points)	10								
D. TOTAL	470	413.3	390.0	336.7	423.3	403.3	333.3	381.7	321.7
Scope of Services (Total Points 200)									
E. Scope of Services									
1. Provide Augusta superior value and service as a Full Service EAP provider	60	48.3	53.3	33.3	50.0	46.7	36.7	45.0	33.3
2. Provide SAP (Substance Abuse Professional) include Bio and experience as SAP	50	43.3	50.0	35.0	46.7	46.7	36.7	46.7	36.7
3. Provide detailed responses to all EAP questions included in Specs & Qual.	60	51.7	51.7	46.7	56.7	56.7	36.7	50.0	36.7
4. Provide Gen. EAP/Risk Advice & concerns regarding treatment, merging drugs, testing, etc.	30	23.3	25.0	20.0	26.7	26.7	20.0	26.7	20.0
Total	200	166.7	180.0	135.0	180.0	176.7	130.0	168.3	126.7
Proximity to Area (Total Points 10)									
F. Proximity to Area									
Within Richmond County	10		10				10		10
Within CSRA	8								
Within Georgia	6	6		6					
Within SE United States (includes AL, TN, NC, SC, FL)	4				4				
• All Others	2					2		2	
TOTAL	10	6	10	6	4	2	10	2	10
Cost/Fee Consideration									
G. Proximity to Area									
Lowest Fees	10								
Second	8								
Third	6								
Forth	4								
Fifth	2								
TOTAL	10	0	0	0	0	0	0	0	0
Reference(s) (Total Points 10)									
H. References	10	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0
Total (Total Possible Score 750)									
Total	750	641.0	633.3	519.3	660.7	630.3	513.3	598.7	498.3
Note: Respondent/Offendor(s) receiving 600 or more points will be invited to do presentations to provide additional information if deemed necessary.									
Internal Use Only									
Evaluator:	Eval #	Date:	3/27/17						
Procurement Department Representative: _____ Nancy Williams _____									
Procurement Department Completion Date: 3/27/17									

FINANCE DEPARTMENT



Donna B. Williams, CGFM
Director

Timothy E. Schroer, CPA, CGMA
Deputy Director

May 2, 2017

17 MAY 3 PM 4:13

Ms. Geri Sams
Procurement Director
535 Telfair Street, Suite 605
Augusta, GA 30901

RE: RFP Item #17-161 Employee Assistance Program (EAP) Services

Dear Ms. Sams:

The Evaluation Committee for EAP Services (RFP # 17-161) has reviewed and scored responses to this request for proposals. It is the consensus and recommendation of the Evaluation Committee that Charles Nechtem Associates Inc., be awarded the bid for Employee Assistance Programs.

Based on the criteria used, I concur with the recommendations of the Evaluation Committee.

Thank you.

Sincerely,

Donna B. Williams, CGFM
Finance Director

Cc: Phyllis Mills, Compliance Officer
Nancy Williams, Quality Assurance Analyst
Timothy Schroer, Deputy Finance Director

FYI: Process Regarding Request for Proposals

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

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

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

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* The competitive sealed proposals method may be utilized when the Augusta, Georgia Administrator approves the written justification of the Procurement Director or using agency head that the sealed bid method is not in the best interest of Augusta, Georgia. Generally, this method may be used when competitive sealed bidding (involving the preparation of detailed and specific specifications) is either not practicable or not advantageous to Augusta, Georgia. 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.

Planholders List - Onvia DemandStar

User: Mills, Phyllis Organization: City of Augusta, GA (Augusta Commission)

Logout

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-17-161-0-2017/nw

Bid Name Employee Assistance Program (EAP)Services

2 Document(s) found for this bid

12 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Civil Services Inc	9046411834	9046450057	1	1. African American Owned		Documents
Deer Oaks EAP Services	2105698213	2102242111				Documents
E4Health Inc.	9728103122	9727177929	1			Documents
Employee Services, Inc.	5855939870	5855935719	1			Documents
eni	6077541048		1			Documents
Humana	8139439242	8137701142	1			Documents
LifeServices EAP	8008224847	6153564362	1			Documents
Magellan Health Services						Documents
One Source Counseling and Employee Assistance Services LLC	7706831327		2			Documents
RobinsonBush, Inc.	4073771010	4073771011	1	1. Small Business		Documents

Page 1 of 2 first | previous | [next](#) | [last](#)Format for Printing ▼ DemandStar is a product of Onvia, Inc. (c) 1997-2017. All rights reserved. | [Terms of Use](#) | [Privacy](#) | [Legal Notices](#)

Item # 3

Planholders List - Onvia DemandStar

User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

Logout

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-17-161-0-2017/nw

Bid Name Employee Assistance Program (EAP)Services

2 Document(s) found for this bid

12 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Shay Enterprise	2539856691	2539856691	1			Documents
Ulliance, Inc	2486804611	2486802103	1			Documents

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Item # 3

Bidders List

Bid Item # 17-161 Cost \$ 6

#	Company Name	Complete Mailing Address	Date	Spec. #	Initials	Mailed By
1	RESURGENS RISK MANAGEMENT ATTN: WILLIE BURKS 1170 PEACHTREE STREET NE SUITE 1200 ATLANTA, GEORGIA 30309	404-873-1516	2/28	X	mailed	spanish
2						
3	CJ FOSTER CONSULTING LLC ATTN: CARLOS FOSTER 3031 BROCKHAM CT AUGUSTA, GA	Phone 706-945-9731	3/6/17		DW	u.s. mail
4		Fax 803-502-8491				
5	Adrienne Moberg Espyr	1850 Parkway Pl Suite 700 Marietta, GA 30067	3.10.17	✓	AM	AM
6	PHILLIP STOCKARD Assistant Director/Therapist		3.13.17	✓	AS	Pickup
7	Georgia Family Crisis Solutions Counseling Center					
8	4145 Columbia Rd. Martinez, GA 30907 Email: gfcs@charter.net	Phone: (706) 869-7373 Fax: (706) 869-7380 Webpage: gfcs@info				
9						
10	Shanna Carikham Carikham Consulting & Linkage, LLC 3110 Bellmeade Dr. Augusta, GA 30906 706-524-2437 706-814-5048 cclinkage@gmail.com					
11						
12						
13						
14						
15						
16						Item # 3

Twicounseling
1018 Telfair Street
Augusta, GA 30901

Augusta Counseling Services/ACS
1721 Wrightsboro Road
Augusta, GA 30904

Family Counseling Center of CSRA
630 Ellis Street
Augusta, GA 30901

CONCERN EAP
Attn: Ken Wilson
2610-B Commons Blvd.
Augusta, GA 30909

New Hope Community Center
1336 Conklin Avenue
Augusta, GA 30901

Georgia Family Crisis Solutions
4145 Columbia Rd.
Augusta, GA 30907

Life Management Group
4400 Columbia Rd.
Augusta, GA 30907

Resolution Counseling Services
3633 Wheeler Rd.
Augusta, GA 30909

The Counseling Group
3026 Deans Bridge Rd.
Augusta, GA 30906

West Augusta Counseling Services
3990 Columbia Rd.
Augusta, GA 30907

Jones Behavioral Health, Inc
114 Pleasant Home Road, Ste. A
Augusta, GA 30907

Transitional Family Services
3643 Walton Way Ext., Bldg. 4
Augusta GA, 30909

Imani House
1227 Augusta West Pkwy., Ste. 8
Augusta, GA 30909

Jennifer Lichtenberg
3633 Wheeler Rd.
Augusta, GA 30909

Georgia Psychology and Counseling
211 Pleasant Home Road, Suite G1
Augusta, GA 30907

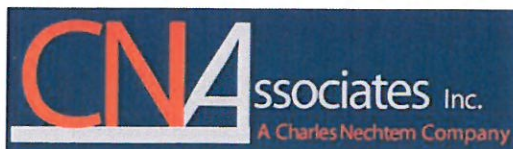
Donna Williams
Finance Department

Joe Crozier
Risk Management

Kellie Irving
Compliance

RFP Item 17-161
Employee Assistance Program (EAP)
Services for Augusta, Georgia Finance
Department-Risk Management Division
RFP Due: Fri, 3/24/17@11:00 A.M.

RFP Item 17-161
Employee Assistance Program (EAP)
Services for Augusta, Georgia Finance
Department-Risk Management Division
RFP Due: Fri, 3/24/17@11:00 A.M.



**Contract & Agreement Between
Charles Nechtem Associates, Inc.
And
Augusta, GA**

1. Charles Nechtem Associates, Inc. (CNA) agrees to provide services as set forth in the proposed Employee Assistance Program (EAP) for Augusta, GA whose principal place of business is 535 Telfair Street, Augusta, Georgia 30901. Augusta, GA agrees to accept the services and pay for them in the amount set forth in this agreement. To set forth the details of the services and obligations of the parties, CNA and Augusta, hereby agree:

SCOPE AND OBJECTIVES

1. CNA hereby is retained by Augusta, GA to establish and administer an EAP to Augusta, GA employees and eligible family Employees. CNA represents that its work will conform to such standards of professional ethics and practice as may be applicable during the term of this Agreement and in accordance with all applicable federal and state statutes and regulations.
2. The purpose of the EAP is to assist employees working through the stressors of day-to-day life and provide crisis intervention and critical incident debriefing. These stressors often include balancing work and family life; health and wellness; and conflict in interpersonal relationships. EAP counselors may provide counseling and, or, encourage employees to proceed with a course of assistance by referring employees to supportive or medical organizations.
3. CNA will provide assistance to employees of their own volition. CNA and Augusta, GA will adopt safeguards to assure the EAP counseling is conducted in a manner that preserves the privacy of employees and to assure that conversations and other contacts between CNA and employees remain confidential.
4. When an Augusta, GA refers an employee to the EAP under the Terms of a "Conditions of Employment" agreement signed by the employee and an Augusta, GA representative, CNA will provide continuous follow-up, as necessary, to monitor referred employees' adherence to the agreed course of treatment. CNA will make progress reports to Augusta, GA on employees they refer to the EAP. Such reports will be limited to reporting whether or not the employee is cooperating with the treatment program.

REPORTS TO AUGUSTA, GA:

5. CNA will prepare quarterly reports to Augusta, GA detailing employee usage of the EAP, so long as the confidentiality of the employees is not jeopardized.

DURATION OF AGREEMENT:

6. The term of this Agreement shall be for a period of three (3) years beginning on September 1, 2017 and ending on August 31, 2020 ("Initial Term"). At the end of the Initial Term, this Agreement will be automatically renewed annually for a maximum of two years under the same terms and conditions unless either party gives the other party ninety (90) days written notice prior to the end of the Initial Term of its intention to terminate this Agreement. Written notice of non-renewal of this Agreement must be provided by certified mail.

NOTICES:

7. Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

INSURANCE AND INDEMNIFICATION:

8. **A. Insurance.** CNA shall, during the term of this Agreement and any renewal terms, insure at its own expense its activities in connection with this Agreement and maintain professional liability insurance or an equivalent program of self-insurance for bodily injury, property damage and personal injury in an amount no less than One Million Dollars (\$1,000,000.00) each occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00). Policy holder. All such policies shall provide for at least ten (11) days written notice to Augusta, GA cancellation or diminution in coverage of said policy. CNA shall provide certificates of insurance to Augusta, GA.
9. **B. Indemnification.** CNA agrees to defend and hold Augusta, GA its directors, officers, and employees and agents harmless from and against all claims, demands, suits, liabilities and causes of action of every kind and character, including the reasonable costs of defense, of any nature hereafter arising in favor of or asserted against Augusta, GA arising out of or resulting from CNA's performance or lack thereof under this Agreement, including administration of the EAP, whether occasioned by CNA or any officer, director, employee or agent of CNA. Augusta, GA to defend and hold CNA its directors, officers, employees and agents harmless from and against all claims, demands, suits, liabilities and causes of action of every kind and character, including the reasonable costs of defense, of any nature hereafter arising in favor of or asserted against CNA arising out of or resulting from Augusta, GA performance or lack thereof under this Agreement.

NON-DISCLOSURE:

10. CNA agrees that it will not without the prior written consent of Augusta, GA (I) reveal any information concerning this Agreement (except as provided in paragraph 15), (II) reveal any proprietary information about Augusta, GA its officers, its employees, management, operations, products or services, or any other confidential information whatsoever to any person to whom such information is not necessary in connection with the performance of this Agreement, or (III) release any publicity or advertising concerning this Agreement (other than to report or state that there is an Agreement and that it relates to an employee assistance program).

CONFIDENTIALITY:

11. All parties acknowledge that confidentiality is a key element of the Employee Assistance Program.
12. The confidentiality of all transactions with and identity of every person referred to, or voluntarily seeking the support of, the Employee Assistance Program will be maintained by all parties.

FEES AND PAYMENTS:

- Charles Nechtem Associates, Inc. will provide to Augusta, GA employees or eligible family members at a cost of \$ 1.18 per employee per month payable monthly.
- Augusta, GA agrees to provide CNA with yearly updated employee counts. Fees to be paid by Augusta, GA to CNA shall be adjusted to reflect the updated employee counts. EAP service includes:
 - 1 - 5 face-to-face EAP sessions per issue/per year for all employees and household members
 - 24/7 unlimited 1-800 phone counseling for all employees and their family members
 - 24/7 E-counseling for all employees and their family members
 - Work-Life Services (Legal, Financial, Child care and eldercare)
 - On Site EAP Orientation sessions for employees and supervisors
 - Fee includes posters, brochures and wallet cards

Additional Trainings are available upon request. Rates are dependent on type and length of training requested

TERMINATION:

13. Augusta, Georgia may terminate this contract in whole or in part at its own convenience with written 30 days notice.
14. Upon default of any part of this agreement Augusta, Georgia may terminate this contract upon written 30 days notice.

IN THE EVENT OF TERMINATION OF THIS AGREEMENT:

15. Promptly review all work in progress. CNA shall be responsible only for any work commenced prior to the termination date and any and all charges which may be due and payable at the termination date shall be paid within 30 days of termination date by Augusta, GA except where the contract has been canceled by Augusta, GA.
16. CNA will provide such services and assistance as may be necessary promptly to transfer in confidence all records of services rendered and work in progress provided under this Agreement, to any third party upon written instruction from Augusta, GA.
17. If CNA is required to reveal the contents of this Agreement in the course of its normal relationship with its banks or financial institutions, it may do so without further approval of Augusta, GA.

18. This Agreement may be amended or modified in writing, provided such amendment or modification is acknowledged and agreed to in writing by the party against whom such amendments or modifications are made. In the event of a conflict between the terms of the Proposal and of this Agreement, the terms of this Agreement shall govern.

MISCELLANEOUS:

19. CNA shall not be responsible for delays, disruptions, or temporary lack of service from telephone companies or related vendors. When such events have abated, the parties' respective obligations hereunder shall resume.

FACSIMILE OR SCAN/COUNTERPARTS:

20. Facsimile or electronically scanned transmission of an executed copy of this Agreement or any amendments hereto shall be accepted as evidence of a party's execution of the Agreement or amendment. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

FORCE MAJEURE:

21. No failure, delay or default in performance of any obligation of CNA shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of CNA, including, but not limited to: action or inaction of governmental, civil or military authority; fire, strike, lockout or other labor dispute; flood, war; terrorism; riot; theft; earthquake and other natural disaster.

NON-ASSIGNABILITY:

22. The obligation of CNA under this Agreement may not be assigned without the prior written consent of Augusta, GA.

GOVERNING LAWS, JURISDICTION, AND VENUE:

23. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and venue shall be Augusta, GA Richmond County.

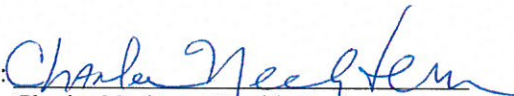
ENTIRE AGREEMENT:

24. This Agreement, together with the Schedule A attached hereto, shall constitute the entire Agreement by and between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations or agreements, either verbal or written, by and between the parties hereto, all of which are merged herein.

IN WITNESS WHEREOF, this contract & Agreement has been duly executed by the parties hereto on the day and year as set forth below.

Charles Nechtem Associates, Inc.

Augusta, GA – The Honorable Hardie Davis Jr., Mayor

By: 
Charles Nechtem, President

By: _____

Date: 2017 31, 2017

Date: _____

SCHEDULE A

EAP COVERED SERVICES

- **Phone counseling: 1-800-531-0200** Phone counseling services available 24 hours a day, 7 days a week, 365 days a year with immediate access to Master's and Ph.D. level clinicians without the use of hold or transfer services for all employees and their family members
- **E counseling:** unlimited e counseling for all employees and their family members
- **Crisis Intervention/Critical Incident Debriefing:** CNA will provide crisis intervention and critical incident debriefing as and when determined necessity by Augusta, GA.
- **Immediate access** to English, Spanish and French speaking therapists with other languages upon request.
- **Mandatory referrals:** Such referrals include providing confidential feedback to Augusta, GA as to proposed treatment plan and whether or not employee is in compliance of such plan and any "last chance agreement" terms.
- **EAP Brochures, Wallet Cards and Posters:** CNA provides English and Spanish EAP brochures, wallet cards and posters throughout the life of the contract at no additional charge
- **Provider network:** Provider network of over 100,000 social workers, psychologists and psychiatrists, Network providers are closely monitored through employee satisfaction surveys, and our provider relations department ensures that all providers are properly licensed and meet all individual state requirements.
- **Account Management:** CNA will assign an account manager who will serve as the contact person and provide Augusta, GA with reports and feedback on the program
- **Monthly English and Spanish E- Newsletters on EAP and Work/Life Topics:** The newsletter promotes the EAP as a free employee benefit and provides current information about health issues. It also serves as a monthly wellness newsletter. The newsletter will be sent to a designated Augusta, GA employee, who can then forward them to employees and family members
- **Management Consultation Services:** Consultation is available to all supervisors and managers. The counselors of CNA generally work with managers who are dealing with employee issues that have not been responsive to normal management interventions. We believe that one key to the success of an employee assistance program is its support for human resource professionals and supervisory staff in intervening with employees when personal problems are affecting their job performance.
- **Supervisor Consultation:** CNA professionals are available to provide technical support and policy-based information to supervisors and managers of Augusta, GA.
- **Utilization Reports:** CNA will provide Augusta, GA with quarterly utilization reports at no additional fee.
- **Work/Life Services:** Charles Nechtem Associates, Inc. provides employees and their family members online access to work/life information and referral services on several topics.

- Work/Life assistance on a variety of topics including:
 - Smoking Cessation
 - Stress Management
 - Creative Visualization
 - Alcohol /Substance Abuse
 - Meditation and Relaxation
 - Time Management
- Financial Referral services on issues such as:
 - Budgeting
 - Foreclosure
 - Bankruptcy
 - Credit Counseling
- Legal Referral services on issues such as:
 - Divorce
 - Child Custody
 - Child Support
 - Family Law
 - Wills and Probate
- Child and Elder Care Referral services for assistance with:
 - Adoption
 - Parenting and Childcare
 - Education and School Age Programs
 - Housing Options
 - Adult Day Programs
 - Understanding Medicare and Medicaid



**Administrative Services Committee Meeting
8/8/2017 1:10 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on July 25, 2017.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are Available
in the Following
Accounts:**

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 7/25/2017

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; M. Williams, Chairman;
Jefferson, Vice Chairman; D. Williams, member.
Absent: Hon. Davis, member.

ADMINISTRATIVE SERVICES

1. Approve proposal from McMillan, Pazdan, Smith Architecture in the amount of \$150,000.00 to design renovations and additions to the Maxwell Branch Library at 1927 Lumpkin Road. (RFP 17-173) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner Andrew Jefferson	Passes

2. Approve request for two (2) Victim Advocate positions and Supplemental Pay for one (1) State-Paid Assistant District Attorney (ADA). **Item Action:**
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Jefferson votes No. Motion Fails 2-1.	Commissioner Dennis Williams	Commissioner Marion Williams	Fails

3. Approve request for three (3) Assistant District Attorney (ADA's) positions. **Item Action:**
Disapproved
Item # 4

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Mr. Jefferson votes No. Motion Fails 2-1.	Commissioner Dennis Williams	Commissioner Marion Williams	Fails

4. Request to approve by Resolution the FY 2017 Annual Action Plan 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, Housing Opportunities for Persons with AIDS (HOPWA) Program. (Originally Approved by Commission on October 4, 2016). **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

5. Motion to approve the minutes of the Administrative Services Committee held on July 11, 2017. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner Andrew Jefferson	Passes

6. Request Commission approval of Municipal Campus Phase II renovations for the following purposes: Creating options for additional parking and selective demolition; adapting Municipal Building space to accommodate evolving department and commission needs; and renovating satellite buildings to consolidate operations in a single location. **Item Action:** Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Delete	Motion to delete this item from the agenda and refer it to the next meeting.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

It was the consensus of the committee that this item be deleted from the agenda.

7. Consider a request from Ms. Faye Smith on behalf of the "Early Risers Walking Group" to name the walking track at the Henry H. Brigham Community Center in honor of former Commissioner Bill Lockett. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

8. Receive information on the following emergency Procurement actions concerning the South Augusta Planning & Development Office: 1. Issuance of a contract for renovations to the building located at 1803 Marvin Griffin Road by RCN Construction Inc. in the amount of \$563,000; and 2. Purchase of furniture for the facility from Modern Business Systems of Augusta in the amount of \$77,744.39. Both actions fall under Section 1-10-57 of the Augusta Georgia Code for Emergency Procurement Selection. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 3-0.	Commissioner Dennis Williams	Commissioner Andrew Jefferson	Passes

9. Discuss Procurement Code Section **1-10-53** Competitive Selection procedures for professional and consultant services; **Section 1-10-6** Preference for local suppliers, professional services and contractors and other related code sections. **Item Action:** Approved
(Requested by Commissioner Ben Hasan)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve authorizing the staff to draft a code amendment to improve the bid evaluation process and bring it back to the Administrative Services Committee for review. Motion Passes 3-0.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

10. Approve award for replacement of the roof on the Richmond County Sheriff's Office (RCSO) South Augusta Precinct Building to the lowest compliant bidder, Horizon Roofing of Monroe, GA, in the amount of \$147,777. (Bid 17-179) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

11. Approve award for replacement of the roofs on the three Richmond County Sheriff's Office (RCSO) Special Operations Buildings to the lowest compliant bidder, Roofing Professionals, Inc. of Grovetown, GA, in the amount of \$167,400. (Bid 17-193) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Andrew Jefferson	Commissioner Dennis Williams	Passes

www.augustaga.gov



Administrative Services Committee Meeting
8/8/2017 1:10 PM
Municipal Campus Phase II Projects

Department: Central Services - Facilities

Presenter: Takiyah A. Douse

Caption: Request Commission approve, in concept, the Municipal Campus Phase II renovations for the following purposes: Creating options for additional parking and selective demolition; adapting Municipal Building space to accommodate evolving department and commission needs; and renovating satellite buildings to consolidate operations in single locations.

Background: Departments sometimes need to adapt to ongoing operations to effectively meet Commission goals and objectives. These changes frequently require modifications to existing space to make efficient use of existing resources.

Analysis: Central Services, in concert with the Administrator's Office and Finance Department, have looked at various options to meet current and future needs. We believe the recommendations outlined herein represent the best options at this time.

Financial Impact: The total for the projects under consideration will be within the remaining SPLOST funding allocated to the Municipal Building Campus. In addition, we call Commission's attention to the fact that the attachments outline project budgets. The final costs will not be available until firm bids are taken and ready for award.

Alternatives: Receive as information, a report on proposed projects and options for the Municipal Building Campus, to include: • Options for additional parking and selective demolition • Municipal Building space modifications to adapt to evolving department and commission needs • Renovation of satellite buildings to consolidate operations in a single location

Recommendation: Approve in concept the proposed Phase II plan and authorize staff to proceed with the projects. All bid awards requiring Commission

approval will be placed on subsequent agendas.

**Funds are Available
in the Following
Accounts:**

Funding is to come from \$1,100,000 in SPLOST VI allocated to
Municipal Campus Projects.

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Municipal Campus Phase II Renovations and Recommendations

Central Services Department
Takiyah A. Douse, Director

Phase II Challenges

- § Dec 2016 Juvenile Court relocated from expensive rental space (\$145,680 annually); currently crowded and split between 2 floors
- § Law Department lacks adequate space for existing staff and room for growth
- § Wellness Center currently in modular office space; must be relocated due to future demolition plans of 401 Walton Way (LEC) and expected growth

Phase II Challenges

- § Compliance Department lacks adequate space for existing staff and has confidentiality issues with existing setup
- § Parking lot has inadequate space for tenants and citizens (308 spaces 265 employees)
- § Parking islands are not irrigated
- § Commissioners lack a private suite for various meetings and discussions with constituents

Phase II Recommendations

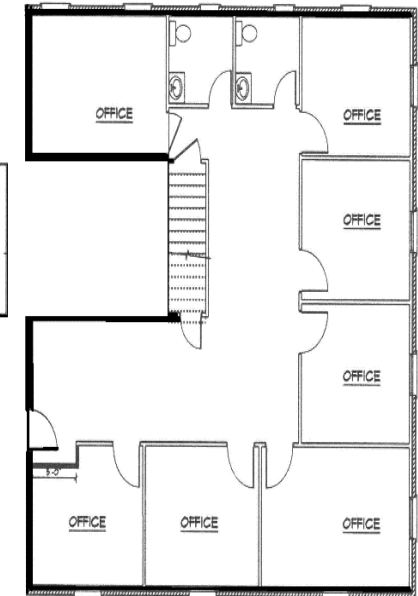
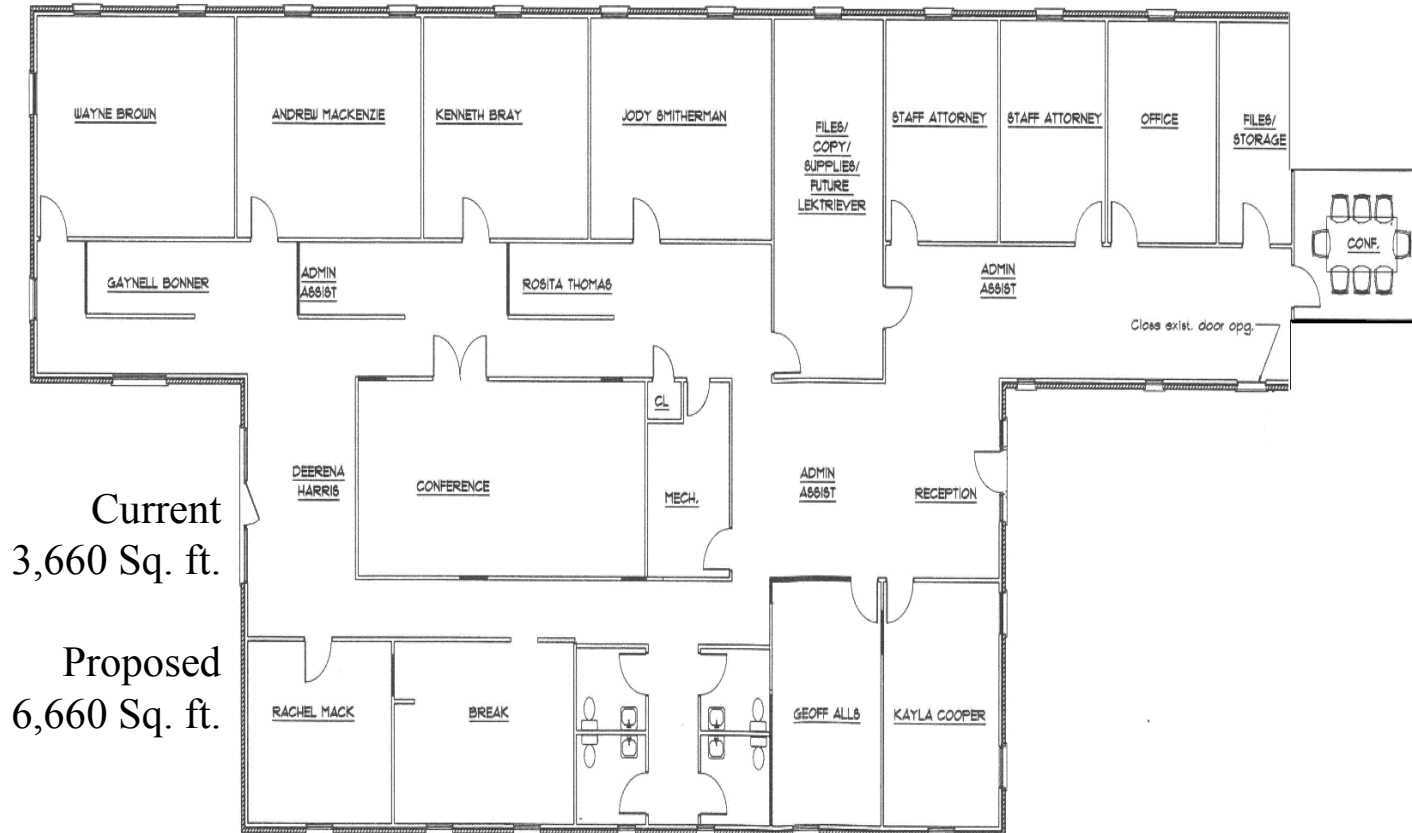
- § Expand Law Department by utilizing existing space soon to be vacated as a result of the Engineering Department relocating to the former AT&T Building
- § Renovate Traffic Engineering Building to relocate Wellness Center
- § Relocate Compliance Department from the 7th floor to the 5th floor as a result of Augusta 311 relocating to the Central Services Administrative Building

Phase II Recommendations

- § Designate 7th floor Suite 710 for Commissioners once vacated by the Compliance Department
- § Demolish Engineering Administrative building, construct additional parking (net 5 spaces).
- § Irrigate landscaping islands
- § Repurpose office space within Tax Assessor's Office

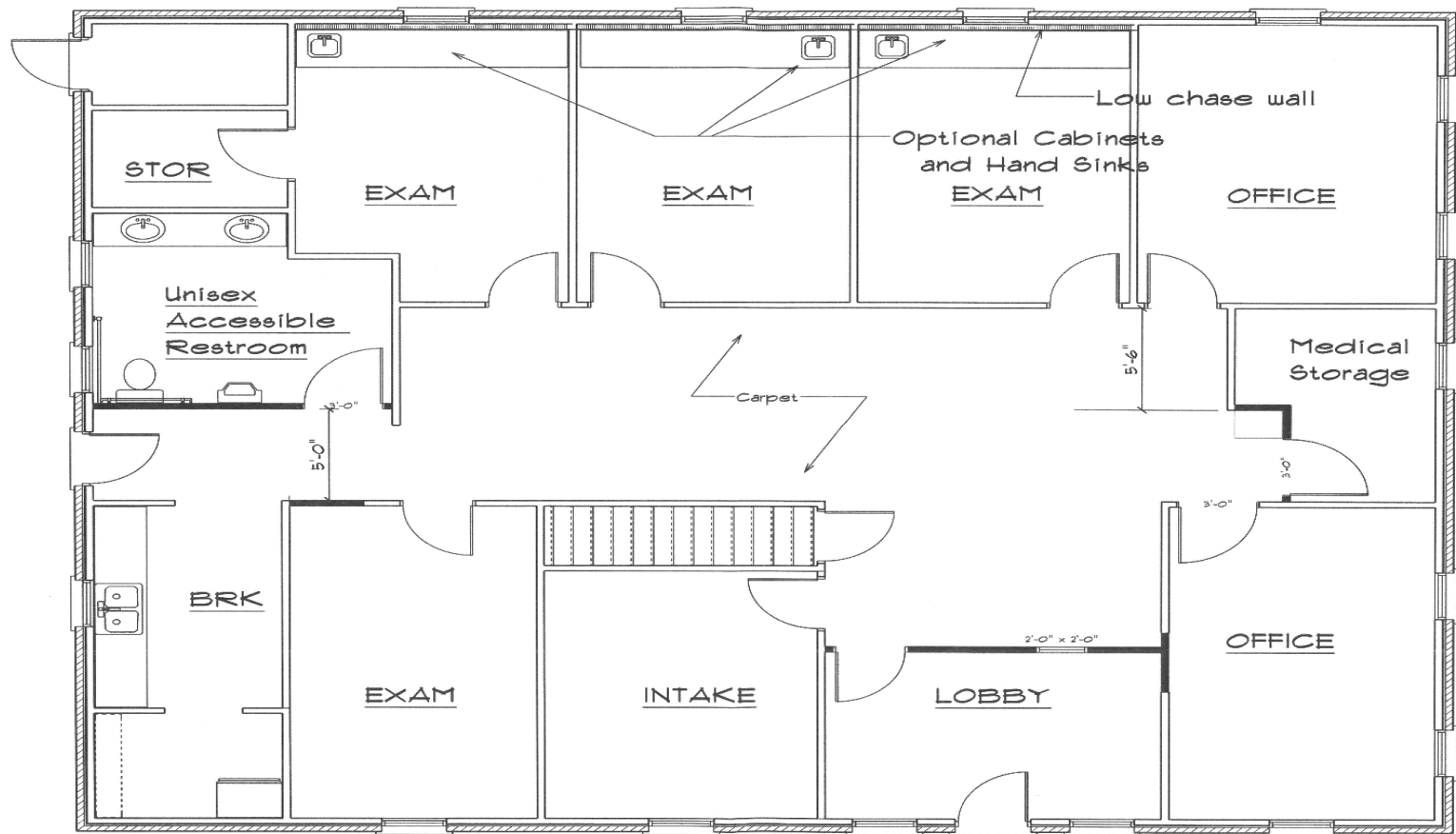
Municipal Campus Statistics

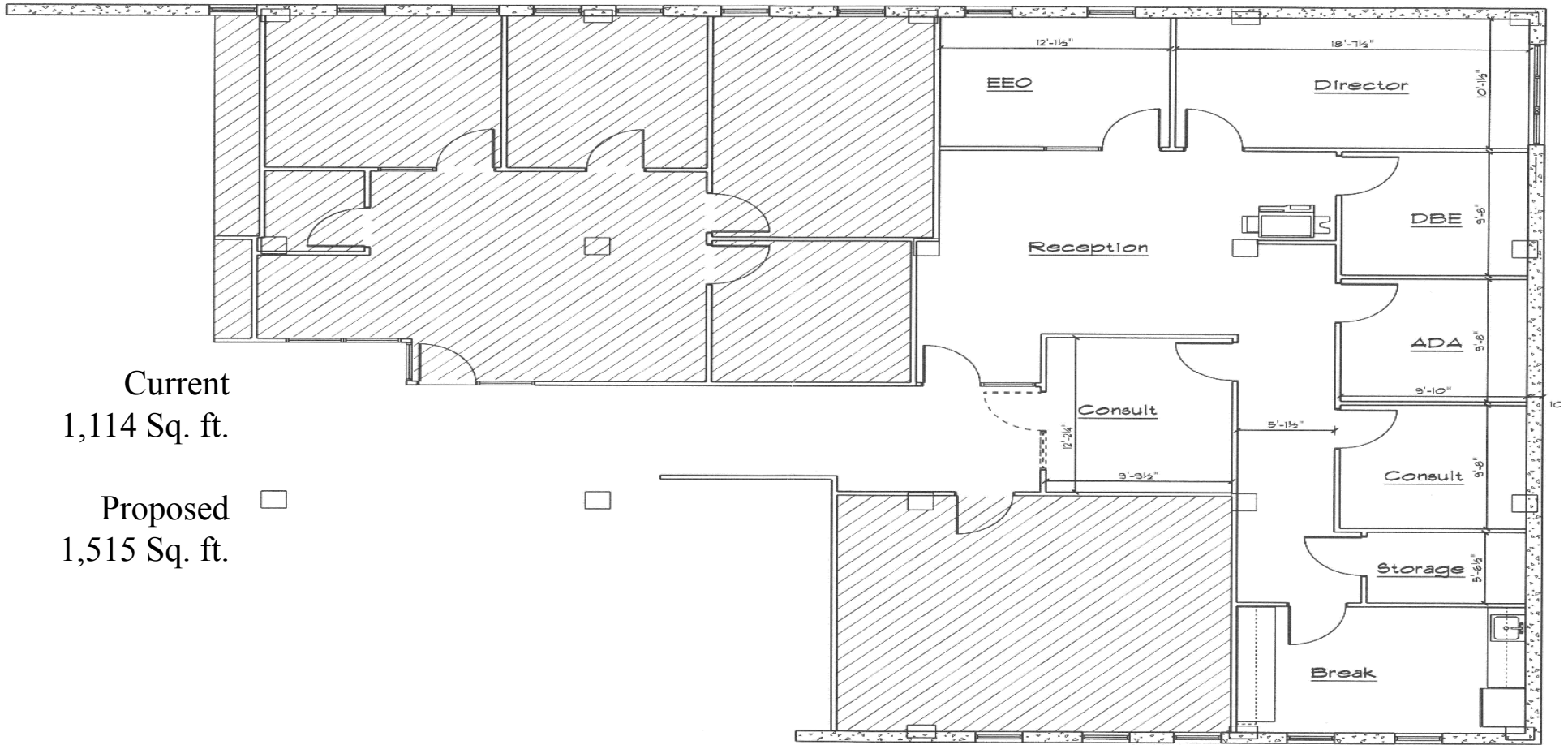
	Current	Proposed	Net Increase/Decrease
Campus Employees	265	223	- 42
Parking Spaces	308	313	5
One Hour Parking	6	16	10



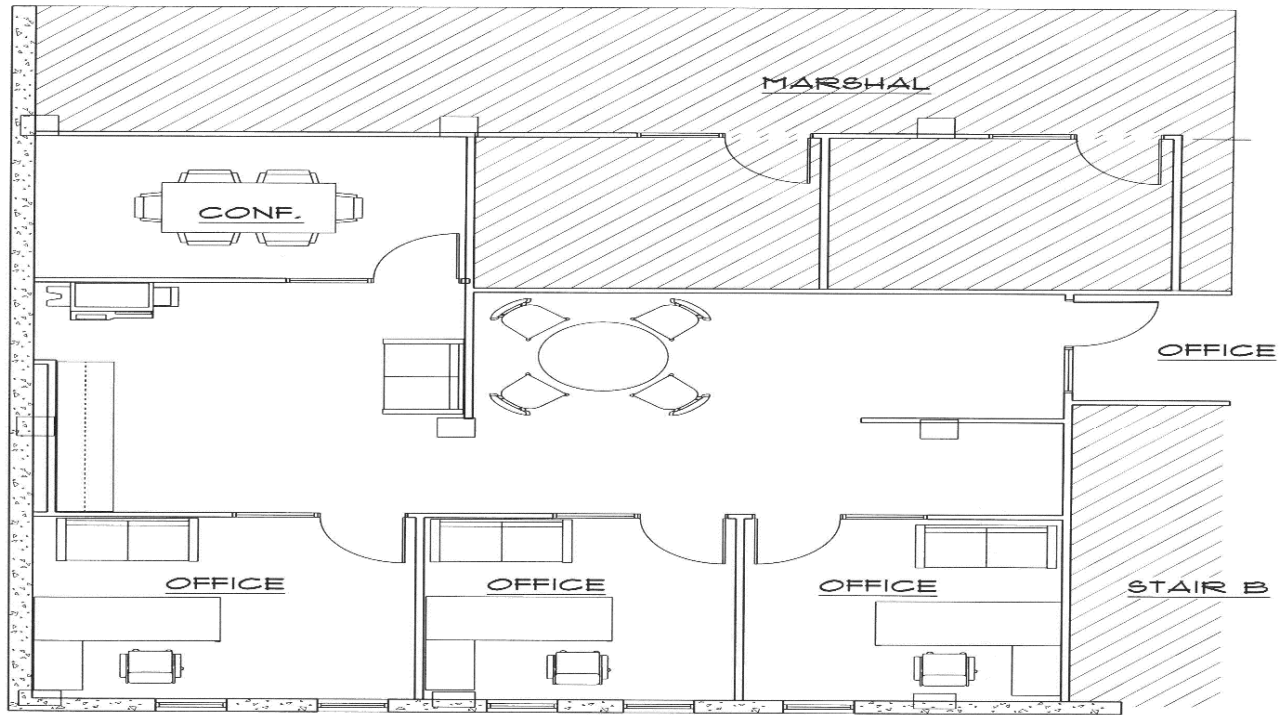
Current
1,000 Sq. ft.

Proposed
1,571 Sq. ft.

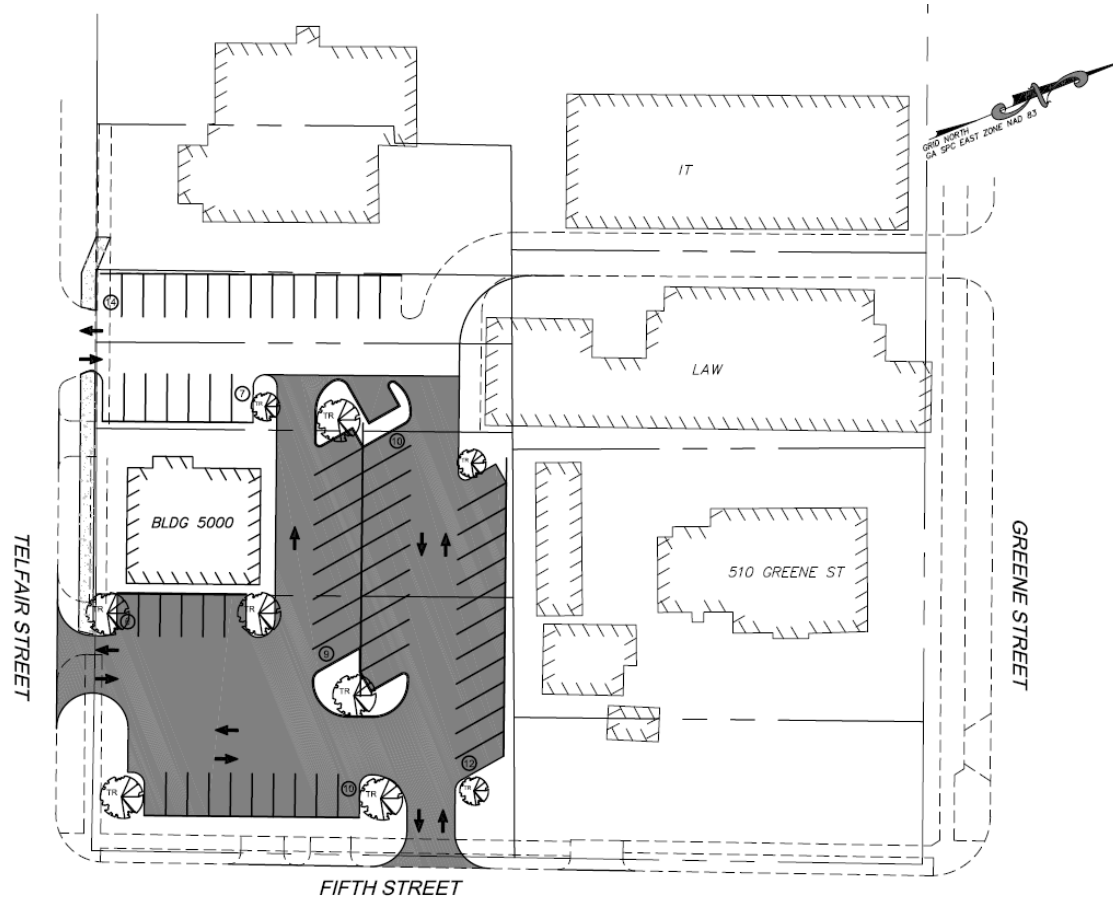




Proposed
1,171 Sq. ft.



47 Proposed
Spaces 5 Net



Municipal Campus Account

Balance available as of April 30, 2017	\$1,121,251
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Estimated Costs

Law Department	\$317,090
Wellness Center	\$100,000
Compliance Department	\$84,600
Parking Lot Addition	\$67,856

Municipal Campus Account

Irrigation	\$33,895
Commissioner's Suite	\$21,000
Other	\$89,312
(Parking lot redesign, modifications to Tax Assessor's Office, demolition of engineering building)	
Total	<u>\$713,753</u>
New Balance	<u>\$407,498</u>



Administrative Services Committee Meeting
8/8/2017 1:10 PM
Retirees over 65 on self-insured plan

Department: Human Resources

Presenter: Michael Loeser/Kenneth Perry

Caption: For Informational Purpose: Augusta, GA retirees over the age of 65 who remain on the Blue Cross Blue Shield of Georgia HMO/POS medical plan.

Background: Augusta, GA's stop loss policy with Blue Cross Blue Shield of Georgia medical plan states only active eligible employees/retirees and their dependents under the age of 65 should be coverage under the BCBS HMO/POS plan. Approximately ninety-two (92) retirees over the age of 65 were on the BCBS HMO/POS plan. The Human Resources department has moved aggressively to notify the impacted retirees and/or surviving spouses that they needed to transition to Augusta, GA's Medicare Advantage Medical Plan. Ninety-two (92) notices were sent to retirees and/or surviving spouse dated April 4, 2017 to attend a Medicare Advantage transition event. · Thirty (30) retirees and/or surviving spouses attended the June 6, 2017 Medicare Advantage transition event. · Sixty-two (62) notices were sent certified mail to the remaining retirees and/or surviving spouses who had not responded to the original notice. · Forty-eight (48) retirees and/or surviving spouses were transitioned to the Medicare Advantage Plan by the HR office between June 7, 2017 - July 28, 2017. · Phone calls were made to the retiree and/or surviving spouses not responding to notices. · Online Obituaries were checked to verify whether a retiree and/or surviving spouse had passed away. · Richmond County property records were checked by the name and address on file to verify the correct name and address. · As of Friday, July 28, 2017, fourteen (14) retirees and/or surviving spouses remain on Augusta, Georgia's HMO/POS self-insured plan. One (1) retiree attempted to apply for his Medicare Part B and was told by the SSA in South Carolina that he could not apply for the Medicare Part B until Medicare open enrollment. One (1) surviving spouse has a name listed in the local obituaries as deceased; however, the spelling of her name is slightly different from what we have on file.

Cover Memo

Analysis: Though our efforts we have decreased the number of retiree and/or surviving spouse over 65 on the BCBS self-insured plan from ninety- two (92) to fourteen (14), 85%. Blue Cross Blue Shield of Georgia has informed us that the 14 remaining retirees on the BCBS.self-insured plan will lose coverage effective August 1st, 2017 (we are trying to move this date to September or October 1st as we are self-insured and we wish to give our members time to transition). If this occurs these retirees and/or surviving spouses, over 65 will no longer be covered by BCBS on the medical plan or by RX Magellan on the prescription plan because they are not legally eligible to remain on the active self-funded plan. We have confirmed that BCBS will notify those impacted members by letter of the coverage cancellation as required by law and offer the option of electing COBRA under the self-funded medical/RX plan at their own expense or immediately enrolling in the Medicare Advantage plan as previously advised. Should members choose to do nothing, their coverage will terminate August 1st, 2017 and they could face enrollment penalties and additional costs should they try and enroll for Medicare Part A and B later. Blue Cross feels they have provided sufficient notice with the assistance from Human Resources to notify these members as seventy-eight (78) retiree and/or surviving spouses have responded and have been transitioned to the Medicare Advantage plan. There are many concerns for Augusta Georgia to consider should we not take action and remove these members from the active self- funded plan as required by contract. Augusta Georgia will be 100% responsible for any claims above the stop loss limit and will not be reimbursed for those claims by our stop loss carrier. This is because those members should not be covered under the plan. We also risk possible discrimination claims, as we are not administering the plan equitably by allowing some ineligible members to stay on the plan while forcing others off. In addition, we risk members being subject to higher Medicare Part A and B costs for enrolling outside of their designated timeframe as defined by The Social Security Administration.

Financial Impact: If a retiree over 65 is not removed from our Blue Cross self-funded plan, our stop loss coverage for catastrophic illness insurance coverage will be voided for that employee resulting in a financial obligation to the City/County's General fund.

Alternatives: Do not drop the fourteen (14) individuals from coverage on our self-insured fund and incur the cost of medical care for them.

Recommendation: For information

**Funds are Available
in the Following** N/A

Accounts:

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission
