



Administrative Services Committee
Meeting

Commission Chamber- 11/14/2017- 1:05 PM

ADMINISTRATIVE SERVICES

1. Approval of the Proposed Lease Renewal for Augusta Aviation, Inc. at Daniel Field.  [Attachments](#)
2. Approve award of contract for renovations to the Central Services Department administrative offices on Peach Orchard Road to Contract Management Inc. of Augusta in the amount of \$529,584. (Bid Item 17-209A) (Referred from October 31 Administrative Services Committee)  [Attachments](#)
3. Discuss who authorized the Fire Chief, Staff Attorney and the Commissioner to speak on behalf of Augusta, GA for the ambulance zone. **(Requested by Commissioner Marion Williams)**  [Attachments](#)
4. Request the Commission to **approve** the recommendations outlined within the Facility Space Allocation Plan:  [Attachments](#)
5. Presentation from **Mr. Sonny Pittman, President Elect**, Col. William Few Chapter of the Georgia Society Sons of the American Revolution Patriot regarding the placement of a grave marking honoring Georgia's three signers of the Declaration of Independence.  [Attachments](#)
6. Motion to approve the minutes of the Administrative Services Committee held on October 31, 2017.  [Attachments](#)
7. Motion to Deny the Protest of Humdinger Equipment, LTD regarding ITB 17-273 Landfill Compactor for the Augusta, Georgia - Environmental Services Department and to lift the stay of procurement in accordance with Augusta, GA Code.  [Attachments](#)
8. Consider request that Suite 1501 on the first floor of the Augusta-Richmond County Judicial Building John H. Ruffin, Jr. Courthouse be named The J. Richard Dunstan Lawyers Lounge.  [Attachments](#)



Administrative Services Committee Meeting
11/14/2017 1:05 PM
Augusta Aviation, Inc. lease renewal

Department: Daniel Field Airport

Presenter: David Fields, Daniel Field General Aviation Commissioner

Caption: Approval of the Proposed Lease Renewal for Augusta Aviation, Inc. at Daniel Field.

Background: The Daniel Field Airport has been home to Augusta Aviation, Inc. since 1947. The last lease was approved in 1993 with a 20-year term, and a 10-year option to renew. Augusta Aviation, Inc. has been operating on 1-year extensions since 2014, approved by the Daniel Field General Aviation Commission (DNL GAC), due to managing the \$1,000,000 hangar door renovation project in addition to the multiple grant projects.

Analysis: Augusta Aviation, Inc. (AAINC) and the Daniel Field General Aviation Commission (DNL GAC) work together closely to provide the maximum aviation and airport benefits for citizens of this community as well as transients to the airport. This relationship has been in place since 1947. The proposed lease renewal is for 20 years with one 10-year option. The Federal Aviation Administration (FAA) suggests that a lease of 30 to 35 years is reasonable, and South State Bank, the bank with whom AAINC transacts its financial business, requires a 20 to 30-year lease prior to financing any long-term assets.

Financial Impact: The proposed lease payments are \$4,750.00 monthly/\$57,000.00 annually plus 1% of adjusted gross sales in excess of \$2.5 million per year. This payment has averaged \$15,331.28 over the past five years. The 1% of adjusted gross sales allows for inflation – As AAINC increases its sales, Daniel Field, in turn, increases its revenue.

Alternatives: Deny the recommendation.

Recommendation: The Daniel Field General Aviation Commission recommends

Cover Memo

Item # 1

approval of the proposed lease renewal for Augusta Aviation, Inc.

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

Not applicable.

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

STATE OF GEORGIA

LEASE AND AGREEMENT

COUNTY OF RICHMOND

This AGREEMENT entered into as of the _____ day of _____, 2017, by and between AUGUSTA, GEORGIA, a political subdivision of the State of Georgia, through its GENERAL AVIATION COMMISSION (GAC), hereinafter referred to as the Lessor, and AUGUSTA AVIATION, INC., a corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessor is the owner of Daniel Field Airport, hereinafter referred to as the Airport, in Augusta, Richmond County, Georgia; and

WHEREAS, the GAC is charged with the management and oversight of the Airport on behalf of Augusta; and

WHEREAS, fixed base operation services and certain other services are necessary or desirable for the proper accommodation of general and commercial aviation at the Airport; and

WHEREAS, there is presently in existence a Lease and Agreement by and between the City of Augusta and Augusta Aviation, Inc., dated May 3, 1993; that expired on July 31, 1994; was extended effective August 1, 1994 for ten (10) years through July 31, 2004; was again extended effective August 1, 2004 for ten (10) years through July 31, 2014; and has again been extended annually effective August 1, 2014, August 1, 2015, August 1, 2016, and August 1, 2017; and

WHEREAS, Lessor desires to continue to make such services available at the Airport and

Lessee is qualified, ready, willing and able to continue to provide such services, having demonstrated its ability to provide and maintain a high level of services for more than 75 years; and,

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE 1

TERM

This Agreement shall become effective January 1, 2018 for a term of twenty (20) years and shall expire December 31, 2037 (Termination Date), unless sooner terminated under the provisions of this Agreement. Lessee shall have the option, exercisable upon written notice to Lessor received at least one (1) year prior to the Termination Date, to extend the term of this Agreement for an additional period of ten (10) years from and after the Termination Date, under the terms and conditions of this Agreement, commencing on January 1, 2038 and continuing until December 31, 2047, provided the Lessee has complied with and continues to comply with all duties and responsibilities imposed upon it and provides adequate services to Airport customers as provided for in the terms of this Agreement.

ARTICLE II

LEASED PREMISES

The leased premises shall include all that certain property as shown in Exhibit "1," attached hereto, and designated as Sections A, B, C, and D. In Section B, Lessee shall have the use of all of the paved ramp areas to include all tie downs, and three (3) main hangar buildings, which are presently in existence at the Airport without charge thereof. In Section A, Lessee shall only have the use of any fifty-five (55) tie down spaces without charge thereof. If Lessee needs

additional tie down spaces in Section A, they will be made available by the Lessor to the Lessee at the additional rental fee of \$25.00 per space per month payable to the Daniel Field GAC. For the sake of convenience, the 55 tie down spaces in Section A will not be specifically designated unless deemed necessary by the Lessor. In Section C, the Lessee shall have the use of all ramp and hangar spaces, referred to as the T-hangar, without charge thereof. Section D is that parcel of land which contains the Lessee's fuel farm and dispensing system. The Lessor takes note in this Agreement that the fuel farm, power boxes, pipes, meters, and tanks are owned by the Lessee. The Lessor agrees with the location on which the Lessee's fuel farm and containment system are installed. Said location and size have been determined by the mutual consent of the parties hereto. The fuel farm was installed in accordance with the recommendations and approval of appropriate state and federal agencies.

For purposes of this Agreement, the hangar on the northern-most side of the Airport, consisting of approximately 14,500 square feet, shall be referred to as the "shop hangar." The larger of the two hangars to the south of the shop hangar shall be referred to as the "terminal hangar." The terminal hangar, approximately 28,000 square feet in size, includes office units on its east side and the two-story main terminal, consisting of the lobby, administrative offices, a conference room, flight planning, quiet and lounge rooms for pilots, a kitchenette/break room, and a finished second floor, on its west side. The smaller of the two hangars, the T-hangar, is located on the south end of the leased apron. The fuel farm, where the Lessee's fuel tanks and containment system reside, is located just south of the T-hangar.

No permanent or portable structure shall be erected on the leased premises without the express written approval of the Lessor.

ARTICLE III

RIGHTS AND OBLIGATIONS OF LESSEE

(A) Required Services. Lessee is hereby granted the non-exclusive privilege to engage in, and Lessee agrees to engage in, the business of providing fixed base operation services at the Airport during the period 7:00 a.m. until dark each day during the term of this Agreement. Lessee is hereby granted the right to make exceptions as needed for holidays, inclement weather, and business activities. Lessee may monitor the daily activity of the Airport and may choose to adjust the closing time accordingly. Services are as follows:

1. Aircraft ground guidance within the uncontrolled areas adjacent to the premises and ramp service, including sale and into-plane delivery of aviation fuels, lubricants, and other related aviation products.
2. Apron servicing of and assistance to aircraft, including transient parking, storage and tie down service, for both based and transient aircraft upon or within facilities leased to Lessee or aircraft parking areas on the premises.
3. Repair and maintenance of based and transient aircraft by an adequate staff of FAA-approved technicians and mechanics.
4. Accommodations for the convenience of users at least equal to those afforded in similar airports in metropolitan areas of similar size, including specifically, but not exclusively, nicely furnished pilot and passenger lounge areas, information services, and telephones and/or computers for flight planning, filing flight plans, and checking current weather reports.
5. Equipment and trained personnel to remove aircraft from those portions of the

Airport provided and made available by the Lessor for aircraft and related operations, including aircraft runways, taxiways, ramps, aprons and parking spaces, and areas directly associated therewith, which are not leased by Lessee or any other tenant on the Airport (“Air Operations Area”). Lessee shall perform such services on request.

6. Sales of avionics and engine parts and instruments and accessories together with maintenance of such inventory of parts, instruments and accessories as is usual and customary at similar airports.
7. Flight instruction, including properly licensed instructors, suitable aircraft and ground school as long as financially feasible. Lessee may contract this service out to a third-party vendor, if approved to do so by the Lessor.
8. Provide air charter service for the general public in Augusta as long as this service is legal and financially feasible, which shall be determined jointly by the Lessee and the Lessor. In the event this service is no longer legal or financially feasible, the Lessee shall make such service available at the Airport through a separate independent contractor as may be chosen exclusively by the Lessee and approved by the Lessor.
9. Lessee acknowledges that no right or privilege has been granted which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing services on his/her or its own aircraft with his/her or its own employees, including maintenance and repair service. Such services shall be performed in accordance with all applicable local, state, Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), Airport

Minimum Standards which may be modified by the Lessor from time to time, the Airport's Spill Control Prevention and Countermeasure Plan (SPCC), and the Airport's Storm Water Pollution Prevention Plan (SWPPP). No one will be permitted to conduct maintenance in or on the leased property as defined in this Agreement without permission from the Lessee. Due to storm water and EPA-related issues, ramp areas will not be used for oil changes. The aircraft owner shall make arrangements with the Lessee to service his/her/its aircraft in the area that is appropriate for the type of service being performed and in compliance with environmental regulations to prevent contamination.

10. Lessee will provide janitorial services for the premises, at its sole cost and expense.

(B) Authorized Services. In addition to the services required to be provided by the Lessee pursuant to paragraph (A) above, the Lessee is authorized, but not required, to provide the following services and engage in the following activities:

1. Ramp services at other Airport locations, including into-plane delivery of aircraft fuel, lubricants and other related aviation products; loading and unloading of passengers, baggage, mail, and freight; and providing for ramp equipment, aircraft cleaning and other services for air carriers and other persons and firms.
2. Special flight services, including aerial sightseeing and aerial photography.
3. Sale of new and used aircraft, aircraft parts, navigation equipment, and new and used radio and electronic equipment, which may include setting up an avionics sales and service shop.

4. The demonstration of aircraft for sale.
 5. Aircraft rentals.
 6. Car rentals.
 7. Any other general aviation services not specifically provided for herein which are reasonable and approved by the Lessor.
 8. The subletting of office space, vending services, food services, etc. within the existing terminal area. Any major changes from previous practices shall require written approval by the Lessor.
- (C) Operating Standards. In providing any of the required and/or authorized services or activities specified in this Agreement, Lessee shall operate for the use and benefit of the public and shall meet or exceed the following standards:
1. Lessee shall comply with all minimum operating standards or requirements promulgated by federal and state authorities, all ordinances of Augusta, all reasonable rules and regulations established by the Lessor, and all applicable federal and state aviation rules and regulations.
 2. Lessee shall furnish service on a fair, reasonable and non-discriminatory basis to all users of the Airport. Lessee shall furnish good, prompt and efficient service adequate to meet all reasonable demands for its services at the Airport. Lessee shall charge fair, reasonable and non-discriminatory prices for each unit of sale or service provided; however, Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
 3. Lessee shall appoint a manager of its operations at the Airport. The manager or

authorized designee shall be qualified and experienced and vested with full power and authority to act in the name of Lessee and be available on a full-time basis during normal business hours.

4. Lessee shall provide, at its sole cost and expense, a sufficient number of employees to provide effectively and efficiently the services required or authorized by this Agreement.
5. Lessee shall control the conduct, demeanor and appearance of its employees, who shall be trained by Lessee and who shall possess such technical qualifications and hold such certificates or qualifications as to be required by any governmental authority in carrying out assigned duties. It shall be the responsibility of the Lessee to appropriately supervise its employees and to assure a high standard of appearance and service to customers of the Lessee. While on duty, the Lessee's linemen and technicians shall wear clean, neat uniforms, which identify them as Lessee's personnel.
6. Lessee shall pay promptly, as and when the same shall become due and payable, all expenses and payments in connection with the use of the premises and the rights and privileges herein granted, including taxes, permit fees, license fees and assessments lawfully levied or assessed upon the premises or property at any time situated therein and thereon. Lessee may, at its sole cost and expense, contest any tax, fee or assessment.
7. Lessee shall comply with all federal, state and local laws, rules and regulations which may apply to the conduct of the business contemplated, including rules and regulations promulgated by Lessor, and Lessee shall maintain in effect and post in

a prominent place all necessary and/or required licenses or permits. Copies of all licenses and permits obtained by Lessee and required of Lessee shall be provided to Lessor.

8. Lessee accepts the premises, with certain improvements as outlined in the renovations to the Airport terminal in 2012, and agrees to maintain the premises and the equipment installed therein in a good condition during the term of this Agreement, normal wear and tear and depreciation excepted. Lessor shall be required to patch, seal or resurface the asphalt areas on the premises, including parking lot, ramp areas, runways, etc. Lessor shall also maintain the structural portions of the buildings, including all interior and exterior walls, plumbing, roofs and HVAC.
9. It is expressly understood and agreed that, in providing required and authorized services pursuant to this Agreement, the Lessee shall have the right to choose, at its sole discretion, its vendors and suppliers.

(D) Signs. During the term of this Agreement, the Lessee shall have the right, at its expense, to place in or on the premises a sign or signs identifying Lessee. Such sign or signs shall be of a size, shape and design, at a location or locations where deemed appropriate, in accordance with Augusta, Georgia's sign ordinance, and as approved by the Lessor in writing. Notwithstanding any other provision of this Agreement, said sign or signs shall remain the property of the Lessee. Lessee shall remove, at its expense, all lettering, signs and placards so erected on the premises upon termination of this Agreement.

(E) Trade Fixtures. During the term of this Agreement, the Lessee shall have the right, at its expense, to place in or on the premises trade fixtures, furnishings, personal property,

equipment and materials necessary to perform any services required or authorized hereunder. Lessee shall have the right to remove from the premises all personal property, equipment or other movable property belonging to the Lessee upon the termination of this Lease provided the Lessee is not in default hereunder. Any property of the Lessee not so removed from the premises on or before the termination date shall become the property of the Lessor, unless otherwise agreed to by the Lessor. However, if Lessor does not desire said property, Lessee will pay the expenses to have the property removed from the leased premises. Lessor shall not unreasonably withhold such approval, e.g., aircraft with an engine removed for repair.

(F) Non-exclusive Right. It is not the intent of this Agreement to grant to Lessee the exclusive right to provide any or all of the services described in this Agreement. Lessor reserves the right, at its sole discretion, to grant other certain rights and privileges upon the Airport (excluding the premises) which are identical in whole or in part to those granted to the Lessee. Lessor does, however, covenant and agree that:

1. Any other operator or aeronautical endeavors or activities will not be permitted to operate or be conducted on the Airport under rates, terms or conditions which are more favorable than those set forth in this Agreement; and
2. Lessor will not knowingly permit the conduct of any aeronautical endeavor or activity at the Airport except under an approved agreement..

ARTICLE IV

PERTINENT PRIVILEGES

(A) Use of Airport Facilities. Lessee shall be entitled, in common with others so authorized upon payment of any customary fees charged, therefore, to use all facilities and

improvements of a public nature which now are or may hereafter be connected with or pertinent to the Airport, including, but not limited to, the use of landing areas, runways, taxiways, navigational aids, terminal facilities and parking areas designated by Lessor outside the premises. Lessee shall be entitled to park aircraft owned by the Lessee and/or registered in the name of the Lessee at the Airport at no charge to the Lessee. Parking fees at the posted rate established and recommended by the Lessee and at least equal to those afforded in similar airports in metropolitan areas of similar size and approved by the Lessor shall be paid for all other aircraft parked at the Airport. Lessee shall provide Lessor with a copy of the certificate of registration of each of its aircraft, which certificate shall be kept on file with Lessor. Owners who have aircraft tied down and/or hangered will be required to execute a lease document with the Lessee.

- (B) Maintenance of Airport Facilities. Lessor shall maintain all common or joint use areas of the Airport, including the operations area, in good repair, and shall make such repairs, replacements or additions thereto as it considers, in its sole discretion, necessary for the safe and efficient operation of the Airport. Lessor shall at all reasonable times during the term of this Lease and any renewal thereof have the right to enter upon leased premises for the purpose of inspecting the condition of the same.
- (C) Aerial Approaches. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

ARTICLE V

PAYMENTS

(A) Rental. As monthly rental for the premises and the privileges herein provided, Lessee hereby agrees to pay to Lessor monthly rent made payable to the Daniel Field GAC under the following payment schedule:

- (1) Beginning January 1, 2018 Lessee shall pay to Lessor the sum of Four Thousand Seven Hundred Fifty Dollars (\$4,750.00) per month, plus one percent (1%) of adjusted gross sales in excess of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) per year, ending December 31, 2037 (Termination Date).
- (2) No later than 180 days prior to the Termination Date, provided this Agreement has not been otherwise terminated, the parties shall meet to negotiate any change in this payment schedule which either party desires to make.
- (3) As used in this Agreement, "adjusted gross sales" is defined as gross sales less taxes, bad debts, and aircraft sales. Hangar and tie down rentals, aviation fuel sales and oil sales, landing fees and other related income-producing revenue, including rental of additional space at the Airport to outside third parties including, but not limited to, car agencies, vending services, etc. shall be included in adjusted gross sales for purposes of determining Lessor's entitlement to the one percent (1%) specified above.

(B) Delinquency Charge. A delinquency charge of one and one-half percent (1 ½ %) per month shall be added to payments required under this paragraph, which are rendered more than thirty days from the rental due date, which shall be the 15th of each month.

(C) Place of Payment. All payments due Lessor from Lessee shall be delivered to Lessor at Daniel Field to the Airport Manager or at such other places as may be designated in writing by Lessor.

(D) Records. Lessee shall provide and maintain accurate records of gross sales, adjusted gross sales, bad debts, aircraft sales, retail aviation fuel sales, hangar and tie down rentals and landing fees, if applicable, for a period of three years from the date the record is made. Such record shall be maintained according to generally accepted accounting principles. Lessor and its duly authorized representative shall have the right at all reasonable times during business hours and at its own expense to inspect and audit the books, records and receipts of Lessee and to verify Lessee's reports and statements. Said documents shall remain the property of Lessee. Lessor acknowledges the fact that Lessee is a private corporation operated under the laws of the state of Georgia, therefore, is not subject to open access of its records by the media or any outside entity.

(1) Annual Statement. Within ninety (90) days after the end of each fiscal year, Lessee shall furnish to Lessor a statement of all gross receipts and adjusted gross sales. Lessor reserves the right to audit said statements and Lessee's books and records, including examination of general ledger and all supporting material, at any reasonable time during business hours, for the purpose of identifying Lessee's statement. If the audit establishes that Lessee has understated receipts by 5% or more, the entire expense of the audit shall be borne by Lessee. Any overpayment by Lessee shall be credited against further payments due to Lessor. Either party may refer the results of the audit for resolution in accordance with

paragraph 2 below. Said documents shall remain the property of Lessee. Lessor acknowledges the fact that Lessee is a private corporation operated under the laws of the state of Georgia, therefore, is not subject to open access of its records by the media or any outside entity.

- (2) Disputes. In the event that any dispute may arise as to any gross or adjusted gross sales, the dispute shall be submitted to a certified public accountant, agreeable to both parties, who shall determine the rights of the parties hereunder in conformity with generally accepted accounting principles. In the event the parties are unable to mutually agree upon the selection of such certified public accountant, each party shall select a certified public accountant and the two certified public accountants so selected shall select a third in which event the decision of any two of said certified public accounts shall be binding on the parties. The fees due said accountants for such services shall be paid by the unsuccessful party, or, in the event the determination is partially in favor of each party, the fee shall be borne equally by the parties.

ARTICLE VI

UTILITIES

Lessee shall have the right to use the utility service facilities located on the premises at the commencement of the term of this Agreement. In addition, should Lessee's operations require additional utility service facilities, Lessor shall, at Lessee's expense, cause such facilities to be extended to the premises. If Lessor is unable to provide utility service facilities due to the imposition of any limit on consumption or the construction of additional utility facilities, or the allocation or curtailment of utility facilities or services by law or regulation, Lessor shall have no

obligation.

Lessee agrees to pay the cost of all electricity, gas, water, sewer and other utilities furnished to the Airport except of that separately metered electricity supplying the runway lights, taxi lights, runway signage, beacon, strobes, security and V.A.S.I. lights as well as lighting which may be added in the future, which shall be paid by Lessor. In the event Lessee fails to pay any utility bills when due, Lessor may at its option, pay the same and collect from Lessee the amount so disbursed.

ARTICLE VII

INSURANCE

(A) Lessee shall obtain and maintain continuously in effect at all times during the term of this Agreement, at Lessee's sole expense, the following insurance:

- (1) Comprehensive general liability insurance protecting Lessor and Lessee against any and all liability regarding any incident associated with the use of the premises, in an amount not less than three million dollars (\$3,000,000.00) with Lessor and the GAC named as an additional insured;
- (2) Hangarkeepers liability insurance, in an amount not less than one million dollars (\$1,000,000.00) with the Lessor and the GAC named as an additional insured;
- (3) Worker's compensation insurance as required by the laws of the State of Georgia;
- (4) Fire insurance to cover the assets of the Lessee.

(B) Certificates of insurance shall be provided to the Lessor each year following the renewal of the above referenced policies.

(C) Notice. Lessee agrees to notify Lessor in writing as soon as practical of any claim, demand, or action arising out of an occurrence involving the leased premises.

(D) Indemnification. To the extent not paid by insurance carried and maintained by Lessee in favor of Lessor, Lessee shall keep and hold forever harmless Lessor from and against any and all claims, demands, suits, judgments, costs and expenses (together with reasonable attorney's fees and expenses of litigation incurred in defending the same) asserted or claimed by any person, corporation, firm or other legal entity, including agents and employees of Lessee, by reason of death or injury to any person or loss of or damage to property, in any way related to or arising out of Lessee's use of the Airport, Lessee's business conducted at said Airport and/or anything done or required to be done by Lessee hereunder.

ARTICLE VIII

CASUALTY

In the event that any fixed improvements erected on the premises by Lessee are damaged or destroyed by fire or other casualty, Lessee shall immediately repair the improvements and restore them to a condition at least as good as existed immediately before the casualty.

In the event that any fixed improvements erected on the premises by Lessor are damaged or destroyed by fire or other casualty, the rent hereunder shall not abate provided the premises are not rendered untenable by such damage. If the premises are rendered untenable, and Lessor elects to repair the premises, the rent set forth in this agreement shall abate for the period during which such repairs are being made, provided the damage was not caused by acts or omissions of Lessee, its employees, agents, servants or invitees, in which case said rent shall not abate. If the premises are rendered untenable, and Lessor elects not to repair the premises, this Agreement shall terminate.

ARTICLE IX

LESSEE AS INDEPENDENT CONTRACTOR

In conducting its business hereunder, Lessee acts at all times as an independent contractor and not as an agent of Lessor unless otherwise specifically stated herein. The selection, retention, assignment, direction and payment of Lessee's employees shall be the sole responsibility of Lessee, and Lessor shall not attempt to exercise any control over the daily performance of duties by Lessee's employees.

ARTICLE X

ASSIGNMENT

This Agreement, or any part thereof, may not be assigned or transferred by Lessee, by process or operation of law or in any other manner whatsoever, without the prior written consent of Lessor, which consent shall not be unreasonably withheld. As set forth previously, Lessee may sublet office space to other businesses, vendors, etc. as may be reasonable and appropriate for the Airport, as approved by the Lessor.

In the event the Lessee transfers a majority stock ownership of its corporation in the future, the parties agree that Lessee shall give thirty (30) days notice of such intended transfer as a courtesy to Lessor, and such transfer shall not be grounds for termination of this Lease Agreement.

ARTICLE XI

NONDISCRIMINATION

(A) Notwithstanding any other provision of this Agreement, during the performance of this Agreement, Lessee, for itself, its heirs, personal representative, successors in interest and assigns, as part of the consideration of this Agreement does hereby

covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the premises;
2. In the construction of any improvements on, over or under the premises, and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, disability, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination;
3. Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations (“C.F.R.”), Department of Transportation, Subtitle A, Office of the Secretary, Part 21 Revised April 14, 2014, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended;
4. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate this Agreement and to reenter and repossess the premises and hold the same as if said Agreement had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R., Part 21 have been followed and completed, including expiration of appeal rights.

(B) Lessee assures that it will undertake an affirmative action program, as required by 14 C.F.R., Part 152, Subpart E, to ensure that no person shall, on

the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment, contracting or leasing activities covered in 14 C.F.R., Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by Subpart E, Lessee assures that it will require that its covered organizations provide assurance to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

- (C) Lessee agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 C.F.R., Part 152, Subpart E, or by any federal, state, or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Lessee agrees that a state or local affirmative action plan will be used in lieu of any affirmative action plan or steps required by 14 C.F.R. 152, Subpart E, only when it fully meets the standards set forth in 14 C.F.R. 152.409. Lessee agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub-organizations, as required by 14 C.F.R., Part 152, Subpart E. Lessee shall file a copy of any such affirmative action plan with the Lessor.

ARTICLE XII

REQUIREMENTS OF THE UNITED STATES

This Agreement shall be subject and subordinate to the provisions of any existing or future agreement between Lessor and the United States, or any agency thereof, relative to the

operation or maintenance of the Airport.

ARTICLE XIII

DEFAULT AND TERMINATION

(A) Termination by Lessor. This Agreement shall also be subject to termination by Lessor in the event of any one or more of the following events:

1. The default by Lessee in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessee to remedy, or undertake to remedy, to Lessor's satisfaction, such default for a period of sixty (60) days after receipt of written notice from Lessor to remedy the same; or
2. The filing by Lessee of a voluntary petition in bankruptcy, including a reorganization plan, Lessee's making of a general or other assignment for the benefit of creditors, Lessee's adjudication as being bankrupt or the appointment of a receiver for the property or affairs of Lessee; or
3. Lessee's abandonment of the premises; or
4. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict Lessee from substantially conducting business operations for a period in excess of ninety (90) days.

(B) Termination by Lessee. This Agreement shall be subject to termination by Lessee in the event of any one or more of the following events:

1. The abandonment of Daniel Field as an airport or airfield by the Lessor. If the Lessor relocates Daniel Field to another location, Augusta Aviation will be

allowed to continue operation under the current terms of this Lease at the new location.

2. The default by Lessor in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of Lessor to remedy, or undertake to remedy, such default for a period of sixty (60) days after receipt of written notice from Lessee to remedy the same, or
3. The lawful assumption by the United States, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to restrict Lessee from substantially conducting business operations for a period in excess of ninety (90) days.

(C) Waiver. The waiver of any breach, violation or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver of any subsequent breach, violation or default in or with respect to the same or any other covenant or condition hereof.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- (A) Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing and signed by both parties.
- (B) Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the

original intent of the parties.

(C) Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to:

Augusta, Georgia

Office of the Mayor

535 Telfair Street, Suite 200

Augusta, Georgia 30901

With copy to:

Daniel Field General Aviation Commission

Daniel Field Airport

1775 Highland Ave.

Augusta, GA 30904

2. If to Lessee, addressed to:

Augusta Aviation, Inc.

Daniel Field Airport

1775 Highland Ave.

Augusta, GA 30904

Notices shall be deemed to have been received on the date of mailing when mailed by registered mail, return receipt requested, postage prepaid, properly addressed to the respective party at the address listed above.

(D) Headings. The headings used in this Agreement are intended for convenience of reference

only and do not define or limit the scope or meaning of any provision of this Agreement.

(E) Governing Law and Venue. This Agreement is to be construed in accordance with the laws of the State of Georgia. All claims, disputes and other matters in question between all parties arising out of or relating to this Agreement, shall be decided in the Superior Court of Richmond County, Georgia.

ARTICLE XV

ENVIRONMENTAL LAW COMPLIANCE

The parties acknowledge that there are certain Federal and state laws, regulations and guidelines now in effect, and that additional state and Federal laws, regulations and guidelines may hereafter be enacted relating or applicable to the premises and/or the Daniel Field Airport concerning the impact on the environment of construction, land use, maintenance and operation of structures, the conduct of business, and the transportation, storage and use of petroleum, oils, lubricants and other materials. Lessee will not cause, or permit to be caused, any act or practice, by negligence, omission, or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of said laws, regulations, or guidelines. Any violation of this covenant shall be an event of default under this lease. Lessee shall have no claim against Lessor by reason of any changes Lessor may make in the premises or Daniel Field Airport pursuant to any said law, regulation or guideline.

IN WITNESS WHEREOF, the parties caused their proper officers to execute this Agreement and affix their respective seals hereto the day and year first above written as the date of these presents.

AUGUSTA AVIATION, INC.	AUGUSTA, GEORGIA
By: _____	By: _____ HARDIE DAVIS, JR., MAYOR
Attest:	
By: _____	Attest:
	By: _____ LENA J. BONNER, CLERK OF COMMISSION

THE GENERAL AVIATION COMMISSION

DANIEL FIELD, AUGUSTA, GEORGIA

By _____

As its Chairman

Attest by _____

As its



**Administrative Services Committee Meeting
11/14/2017 1:05 PM
Central Services Department Office Renovations**

Department: Central Services Department

Presenter: Takiyah A. Douse

Caption: Approve award of contract for renovations to the Central Services Department administrative offices on Peach Orchard Road to Contract Management Inc. of Augusta in the amount of \$529,584. (Bid Item 17-209A) (Referred from October 31 Administrative Services Committee)

Background: The Central Services Department (est. June 2016) administrative employees are operating out of the former Utilities Payment Center on Peach Orchard Road. This building, circa 1971, currently houses the distribution pumps, water treatment and data hub for Augusta Utilities Department (AUD) distribution system for South Augusta. Use and occupancy of this building by Central Services is valuable to AUD for operations and maintenance of the water system. To improve operational efficiency, Augusta 311, one of five divisions of Central Services, will be collocated with other Central Services Department operations at this location. The relocation of Augusta 311 will allow for proposed future expansion of the Compliance Department from the seventh floor to the fifth floor and the Marshall's Office. Pricing for bid item 17-209A was received on September 14, 2017. Contract Management Inc. submitted the only compliant bid.

Analysis: Contract Management Inc. of Augusta submitted the only compliant bid of \$529,584. The bid price is in line with the anticipated budget costs for this work.

Financial Impact: The cost of the renovation project is \$529,584.

Alternatives: 1. Approve award of contract for renovations to the Central Services Department Offices on Peach Orchard Road to Contract Management Inc. of Augusta in the amount of \$529,584. 2. Do not approve the purchase.

Recommendation: Approve award of contract for renovations to the Central Services Department administrative offices on Peach Orchard Road to Contract Management Inc. of Augusta in the amount of \$529,584.

Funds are Available in the Following Accounts: This project is funded through current year capital and SPLOST 7 designated for Existing Facility Upgrades.

REVIEWED AND APPROVED BY:



Attachment number 1 in Page 1 of 1

Invitation to Re-Bid

Sealed re-bids will be received at this office until Thursday, September 14, 2017 @ 11:00 a.m. for furnishing:

Re-Bid Item #17-209A Augusta Central Services Department Office Renovations - 2760 Peach Orchard Road for Augusta Central Services Department

Re-Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Re-Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. **Plans and specifications for the project shall be obtained by all prime contractors, subcontractors and suppliers exclusively from ARC. The fees for the plans and specifications which are non-refundable are \$125.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through ARC Southern (706 821-0405) beginning Monday, August 28, 2017. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre Bid Conference for Re-Bid Item #17-209A will be held on Friday, September 1, 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 Tuesday, September 5, 2017 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of sixty (60) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid Bond is required to be submitted along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

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

Bidders are cautioned that acquisition of RE-BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RE-BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

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

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

GERI A. SAMS, Procurement Director

OFFICIAL

**Re-Bid Item #17-209A**

Augusta Central Services Department Office-2760 Peach Orchard Road for Augusta, GA- Central Services Department-Facilities Division

Re-Bid Date: Thursday, September 14, 2017 @ 11:00 a.m.

Total Number Specifications Mailed Out:

Total Number Specifications Download (Demandstar):

Total Electronic Notifications (Demandstar):

Mandatory Pre-Bid Attendees:

Total packages submitted: 1

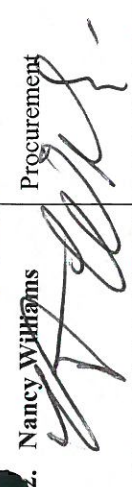
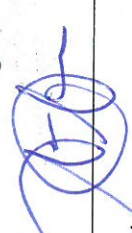
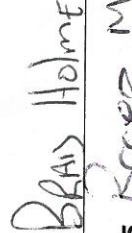
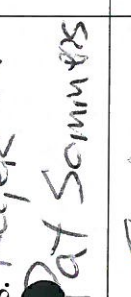
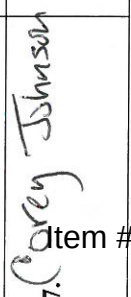
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Bid Bond	SAVE Form	Addendum #1	Bid Price	Alternate Deduct No. 1	Alternate Deduct No. 2
Contract Management Inc. 1827 Killingsworth Road Augusta, GA 30904	YES	225306	YES	YES	YES	\$525,312.00	\$4272.00 (ADD)	-\$2,250.00
First Choice Home Inspection & Construct 2321 Peach Orchard Rd Suite 2 Augusta, GA 30906								
RW Allen 1015 Broad Street Augusta, GA 30901								
Sommers Construction 6320 Old Belair Rd Grovetown, GA 30813								
HBJ Enterprises 2124 Pepperidge Dr Augusta, GA 30906								

Contract Management was the only eligible vendor to submit on this project.

ITB Mandatory Pre-Bid Conference Sign-in Sheet
Bid Item #17-209A Augusta Central Services Department Office Renovations-
2760 Peach Orchard Road for Augusta Central Services Department
Friday, September 1, 2017 @ 10:00 a.m.
PLEASE PRINT

Original 1 of 2

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
1. Darrell White 	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2423	706-821-2811	procbidandcontract @augustaga.gov	
2. Nancy Williams 	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2888	706-821-2811	procbidandcontract @augustaga.gov	
3. Salasha Singleton 	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-4251	706-821-2811	procbidandcontract @augustaga.gov	
4. BRAD HOLMES 	RW ALLEN	1015 BROWN STREET Augusta, GA 30901	706-733-2800	706-733-3879	bholmes@rwallen.com	Prime
5. KAGER M PAT SUMMERS 	SUMMERS CONST	630 C Old Belair Rd South old belair Greenville 7930813	706 831 5133	888 260 1674	psummers@summers.com	Prime
6. Tamlar WALTON	compliance	535 Telfair St. Suite 710 Augusta, GA 30901	706 821-2400	706 823-4395	Twalton@augustaga.gov	
7. Carey Johnson 	First Choice Home Inspection + Construction, LLC	2321 Peach Orchard Rd STE 2 Augusta, GA 30906	706-736-4435	706 550-0952	FirstChoiceInspection @hotmail.com	Sub

ITB Mandatory Pre-Bid Conference Sign-in Sheet
Bid Item #17-209A Augusta Central Services Department Office Renovations-
2760 Peach Orchard Road for Augusta Central Services Department
Friday, September 1, 2017 @ 10:00 a.m.
PLEASE PRINT

2 of 2

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. Patrick Carter	CES Flooring Tech	811 Laney Walker Blvd Augusta GA	706-664-5085		cesflooring@belle @gmail.com	Sub
9. Rick Acre	CENTRAL SERVICES		706-821-1595		racree@ augustaga.gov	
10. Barrett Bouden	Contract Management INC.	1927 Kimmisubari Road Augusta GA 30804	706 667 9033	706 667 9034	Barrett@ Contract mgmtinc.com	Prime
11. Ronnie Green	HBJ Enterprises Henry Bryant		706-840-4696		www HBJ-Enterprises	
12. Sam Bentley	Rockledge Services Inc	1031 Old Savannah Rd Augusta	706-741 8472	706-741 8472	Bentley@ Rockledge services inc	Sub
13. Gerald K. Jefferson	Compliance	535 Telfair St Augusta, GA 30901	706-432- 5249	706- 823-4395	gjefferson@ augustaga.gov	
14. Ann Helms	Fogels Fine Flowers	2825 Washington Rd. Augusta, GA 30909	706-738-4703		Fogels@juno. com	Sub
15. Melissa Chavis	Christopher Booker's Associates PC	170 Broad Street Augusta GA 30901	(706) 748-6742	(706) 748-2886	melissa@ christopherbooker.com	Architect Firm

Item # 2



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

A handwritten signature in black ink, appearing to be "TAD" or similar, located to the right of the memorandum header.

TO:  **Ms. Geri Sams, Director, Procurement Department**

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

DATE: **October 19, 2017**

SUBJECT: **Bid Item #17-209A Central Services Department Office Renovations - Recommendation**

Bids were received on the referenced project on September 14, 2017. One compliant bid was received from Contract Management of Augusta, Ga in the amount of \$529,584. We recommend award of this project to the this bidder.

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

Cc: Lonnie Wimberly
Takiyah Douse

KUHLKE CONSTRUCTION
3704 BENCHMARK DRIVE
AUGUSTA, GA 30909

SHEARER CONSTRUCTION
ATTN: ROBBIE SHEARER
P. O. BOX 2570
EVANS, GA 30809

R.D BROWN CONSTRUCTION
410 CAROLINA SPRINGS ROAD
NORTH AUGUSTA, SC 29841

SOMMERS CONSTRUCTION
ATTN: PATRICK SOMMERS
4889 SOMERSET DRIVE
EVANS, GA 30809

LARRY PITTMAN
1249 GORDON PARK ROAD
AUGUSTA, GA 30901

CONTRACT MANAGEMENT
ATTN: JAMES WILLIAMS
1827 KILLINGSWORTH ROAD
AUGUSTA, GA 30904

ALLEN + BATCHELOR CONSTRUCTION
1063 FRANKE INDUSTRIAL DRIVE
AUGUSTA, GEORGIA 30909

RCN CONTRACTING
ATTN: JIM NEWMAN
1115 FRANKE PLACE CT
AUGUSTA, GA 30909

HEAVENER CONSTRUCTION
ATTN: RICHARD PIECZYNSKI
1530 CRESCENT COURT
AUGUSTA, GA 30909

MRC CONSTRUCTION COMPANY
2203 WILLIS FOREMAN ROAD
HEPHZIBAH, GA 30815

S. D. CLIFTON CONSTRUCTION
ATTN: MAX KNIGHT
4324 WHEELER ROAD
MARTINEZ, GA 30907

LARRY MCCORD DESIGN/BUILD
ATTN: LARRY MCCORD
2016 HIGHLAND AVE
AUGUSTA, GEORGIA 30904

R.W. ALLEN LLC
1015 BROAD STREET
AUGUSTA, GA 30901

JBC CONSTRUCTION
118 N BELAIR ROAD SUITE 1
EVANS GA 30809

MCKNIGHT CONSTRUCTION
635 NORTHWEST FRONTAGE RD.
AUGUSTA, GA 30901

TWENTIETH CENTURY CONST.
ATTN: CARL JORDAN
2106 KELLY STREET
AUGUSTA, GA 30904

CONTINENTAL CONSTRUCTION
ATTN: ROBBIE HORTON
4190 CROSSTOWNE CT
EVANS, GA 30809

BLOUNT'S COMPLETE HOME SERVICE
ATTN: JIMMY BLOUNT
2907C OLD TOBACCO ROAD
HEPHZIBAH, GA 30815

J & B CONSTRUCTION
ATTN: JEROME JONES
3550 GORDON HWY
GROVETOWN, GA 30813

HORIZON CONSTRUCTION
ATTN: HENRY HENDERSON
P.O. BOX 798
EVANS, GA 30809

ACC CONSTRUCTION CO
635-A NORTHWEST FRONTAGE RD
AUGUSTA, GA 30907

ATTAWAY CONSTRUCTION
ATTN: MELISSA TYLER
3810 OAK DRIVE
MARTINEZ, GA 30907

SERVANTS HANDS CSRA
ATTN: STANLEY BECKETT
P. O. BOX 51
AUGUSTA, GA 30903

DABBS-WILLIAMS
ATTN: JAY JAMES
319 S WALNUT STREET
STATESBORO, GA 30459

Rick Acree
Central Services Dept.- Facilities

Takiyah Douse
Central Services Dept.- Facilities

RR&B ASSOCIATES INC.
6120 HWY 85
RIVERDALE, GA 30274

Kelli Irving
Compliance

Bid Item #17-209A
Augusta Central Services Department
Office Renovations for Central Services-
Facilities Div.
Mailed Out 08/24/17

Bid Item #17-209A
Augusta Central Services Department
Office Renovations for Central Services-
Facilities Div.
Bid Due: Thurs 9/14/2017 @ 11:00 a.m.

**Compliance Department**

Kellie Irving
Compliance Director

MEMORANDUM

To: Takiyah Douse, Director, Central Services Department
Geri Sams, Director, Procurement Department

From: Kellie Irving, Director, Compliance Department
Gerald K. Jefferson, DBE & LSBOP Officer, Compliance Department

Date: September 18, 2017

Subject: Augusta Central Services Department Office Renovations - 2760 Peach Orchard Road
Package for Augusta, Georgia
Re-Bid Item #17-209A

☒ This bidder/offeror **IS** eligible for award.☐ This bidder/offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliancy by the bidder/offeror, **Contract Management, Inc.**. The Augusta, Georgia code requires a contractor to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts.

The goal established for the **Augusta Central Services Department Office Renovations - 2760 Peach Orchard Road Package** for Augusta, Georgia, Re-Bid Item #17-209A, is **10%**. The bidder/offeror has committed to a minimum of **10%** and has satisfied the good faith efforts. This bidder/offeror is responsive and compliant with the Local Small Business Opportunity Program; therefore, **this bidder/offeror is eligible for award.**

Should this bidder/offeror be selected for this bid, upon award, the DBE Unit will monitor the Contractor on a monthly basis to help ensure that they meet or exceed their committed goal for this project.

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

Compliance Department

535 Telfair Street – Suite 610 - Augusta, GA 30901-4414
(706) 821-2406– Fax (706) 821-4228
WWW.AUGUSTAGA.GOV

Item # 2



**Administrative Services Committee Meeting
11/14/2017 1:05 PM
Commission Authorization**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss who authorized the Fire Chief, Staff Attorney and the Commissioner to speak on behalf of Augusta, GA for the ambulance zone. **(Requested by Commissioner Marion Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
11/14/2017 1:05 PM
Facility Space Allocation Plan Recommendations**

Department:	Central Services Department
Presenter:	Takiyah A. Douse
Caption:	Request the Commission to approve the recommendations outlined within the Facility Space Allocation Plan:
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. The modifications presented will allow for future growth and assess the current needs of each Department respectfully.-Expand the Law Department by utilizing space vacated by the Engineering Department relocating to Walker Street. -Renovate Traffic Engineering Building to relocate the Wellness Center from 4th Street -Relocate Compliance Department from the 7th floor to the 5th floor - Demolish Engineering Administrative building; construct additional parking to improve traffic flow -Irrigate landscaping islands -Relocate Marshal's Operation Center (MOC) from Deans Bridge Rd to the 7th floor (Compliance Suite) and expand the Marshal's Suite to include the offices for additional staffers -Designate space on the 5th floor vacated by Augusta 311 for Keep Augusta Beautiful -Renovate the Central Services Department offices located on Peach Orchard – new Department June 2016 -Relocate Augusta 311 from the 5th floor of the Municipal Building to the Central Services Department offices
Analysis:	Central Services, in concert with the Administrator 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:	Municipal Campus Projects \$651,085 SPLOST 7 Central Services Renovations \$529,584 SPLOST 7 and 2017 Capital
Alternatives:	1.Receive as information 2. Do not approve the recommendations

Cover Memo

Recommendation:

-Expand the Law Department by utilizing space vacated by the Engineering Department relocating to Walker Street -Renovate Traffic Engineering Building to relocate the Wellness Center from 4th Street -Relocate Compliance Department from the 7th floor to the 5th floor -Demolish Engineering Administrative building; construct additional parking to improve traffic flow -Irrigate landscaping islands -Relocate Marshal's Operation Center (MOC) from Deans Bridge Rd to the 7th floor (Compliance Suite) and expand the Marshal's Suite to include the offices for additional staffers -Designate space on the 5th floor vacated by Augusta 311 for Keep Augusta Beautiful -Renovate the Central Services Department offices located on Peach Orchard – new Department June 2016 -Relocate Augusta 311 from the 5th floor of the Municipal Building to the Central Services Department offices

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

Municipal Campus Projects \$651,085 SPLOST 7 Central Services Renovations \$529,584 SPLOST 7 and 2017 Capital

REVIEWED AND APPROVED BY:**Finance.****Procurement.****Law.****Administrator.****Clerk of Commission**

Facility Space Allocation Plan Recommendations

Central Services Department
Takiyah A. Douse, Director

Properties leased to ARC

Department	Annual Payment	Square Footage	Expiration Date
Augusta Utilities (Peach Orchard Rd)	\$218,750.00	17,500	October, 2024
Housing & Development (ANIC)	\$113,016.24	5,870	Month to Month
Land Bank Authority (ANIC)	\$84,819.00	5,330	Month to Month
Tag Office/AUD (ANIC)	\$76,725.00	4,650	June, 2018
Tax Commissioner's Office (Washington Rd)	\$72,459.96	2,600	January, 2022

Properties leased to ARC

Department	Annual Payment	Square Footage	Expiration Date
Probation - Land Lease (Walton Way and 4th)	\$42,000.00	1.61 Acres	June, 2021
Cooperative Extension (Greene St)	\$30,000.00	4,502	Month to Month

* The above listed leases do not include AFD, RCSO, or various R&P Facilities

Properties leased by ARC

Lessee	Annual Payment	Square Footage	Expiration Date
DFACS	TBD	79,301	TBD
Riverwalk, Marina Store & Warehouse	\$41,400.00	2.97 Acres Land 39,004 Warehouse	June, 2020
Historic Augusta Inc. (Synagogue)	\$10.00		July, 2021
Department of Driver Services	\$1.00	4,141	July, 2018
Green Jackets Baseball, LLC	\$25,000.00		September, 2018

Former Lease Agreements

Lessee	Annual Payment	Square Footage	Expiration Date
AUD (Bay Street)	\$157,220.64	11,389	September, 2016
Juvenile Court (Broad Street)	\$161,076.00	11,891	December, 2016

Current Space Needs - Funded

- **Fleet Shop:** Age of facility, SPLOST 7 funding for maintenance design and upgrades
- **Fire Department Training Center and EOC:** creation of a training center and relocation of EOC from 911
- **911:** Expansion and upgrades of current facility
- **Animal Services:** HVAC, roof work, water intrusion issues and building envelope
- **Records Retention:** Additional facility to house records due to lack of storage (1815 Marvin Griffin Rd)

Current Space Needs - Unfunded

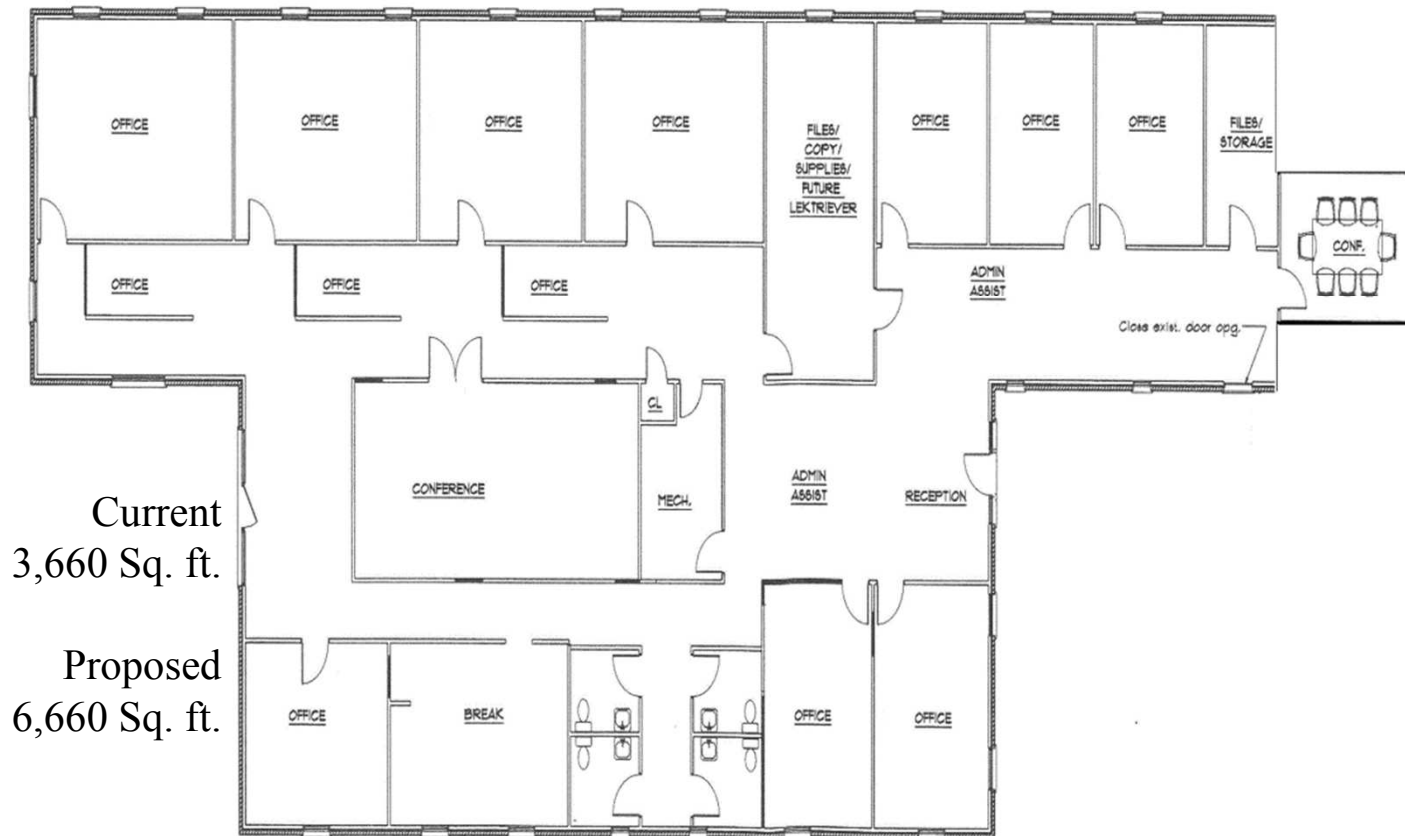
- **Juvenile Court:** lacks court room space, occupy shared offices within MB, lack programming space
- **Probation Services:** Modular offices, land lease
- **RCCI:** Age of facility, poor ventilation
- **Recreation & Parks:** Renovated Facility, ADA modifications
- **Keep Augusta Beautiful:** New program with two employees requiring space

Municipal Campus

- December, 2016 Juvenile Court relocated from expensive rental space; current space is overcrowded and staff is 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

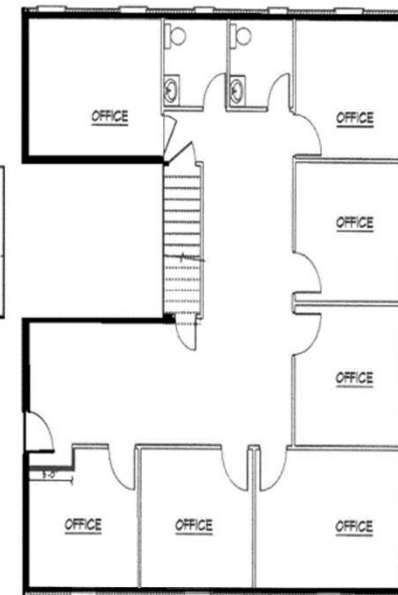
Municipal Campus

- Compliance Department lacks adequate space for existing staff and has confidentiality issues with existing setup; Department not in existence during renovation planning
- **New Request: Marshal's Office lacks space for 3 employees and a centralized Operation Center (currently on Deans Bridge Rd). Additional space needs were not requested with former Marshal Office Administration**



Current
3,660 Sq. ft.

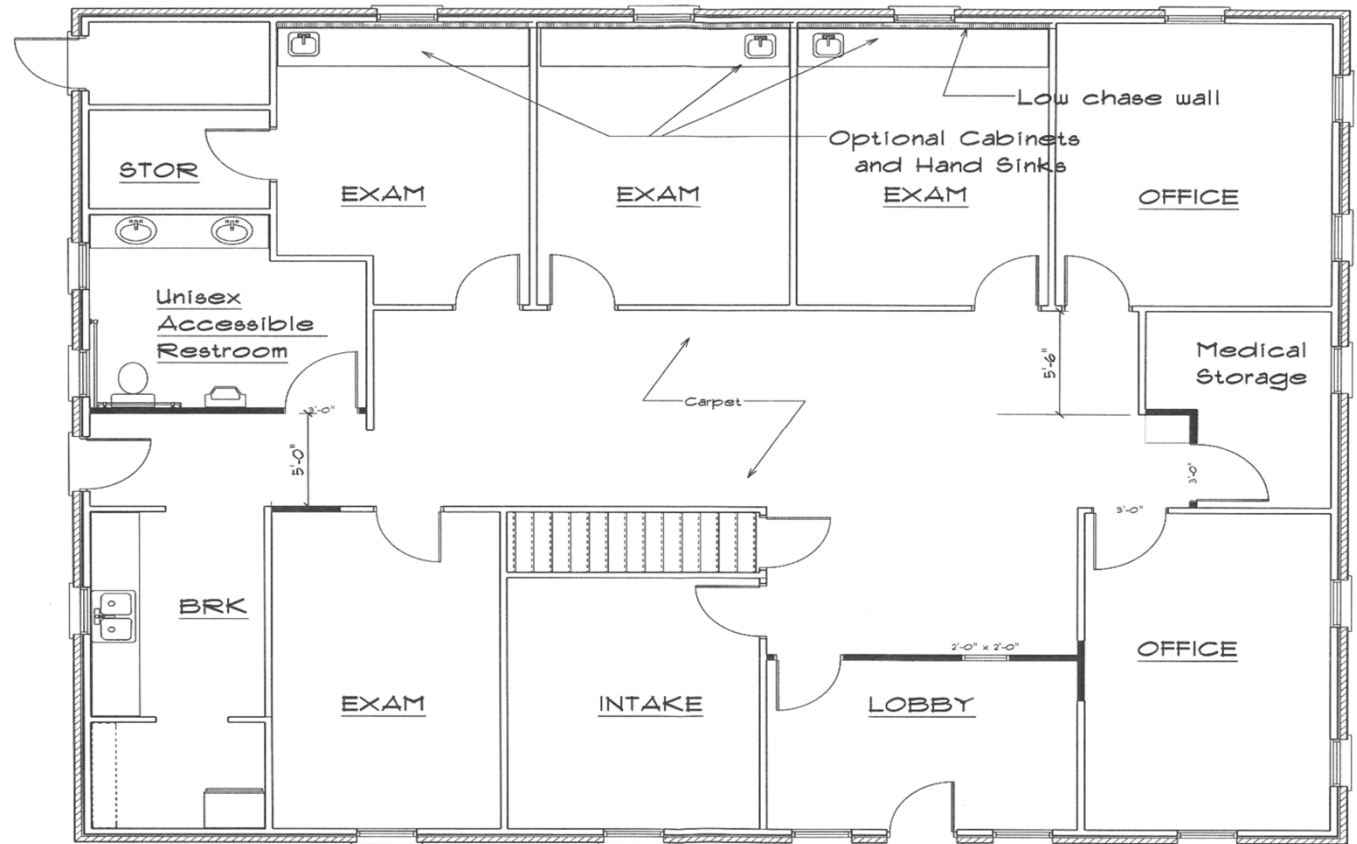
Proposed
6,660 Sq. ft.



1,571 Sq. ft.
Future Programming

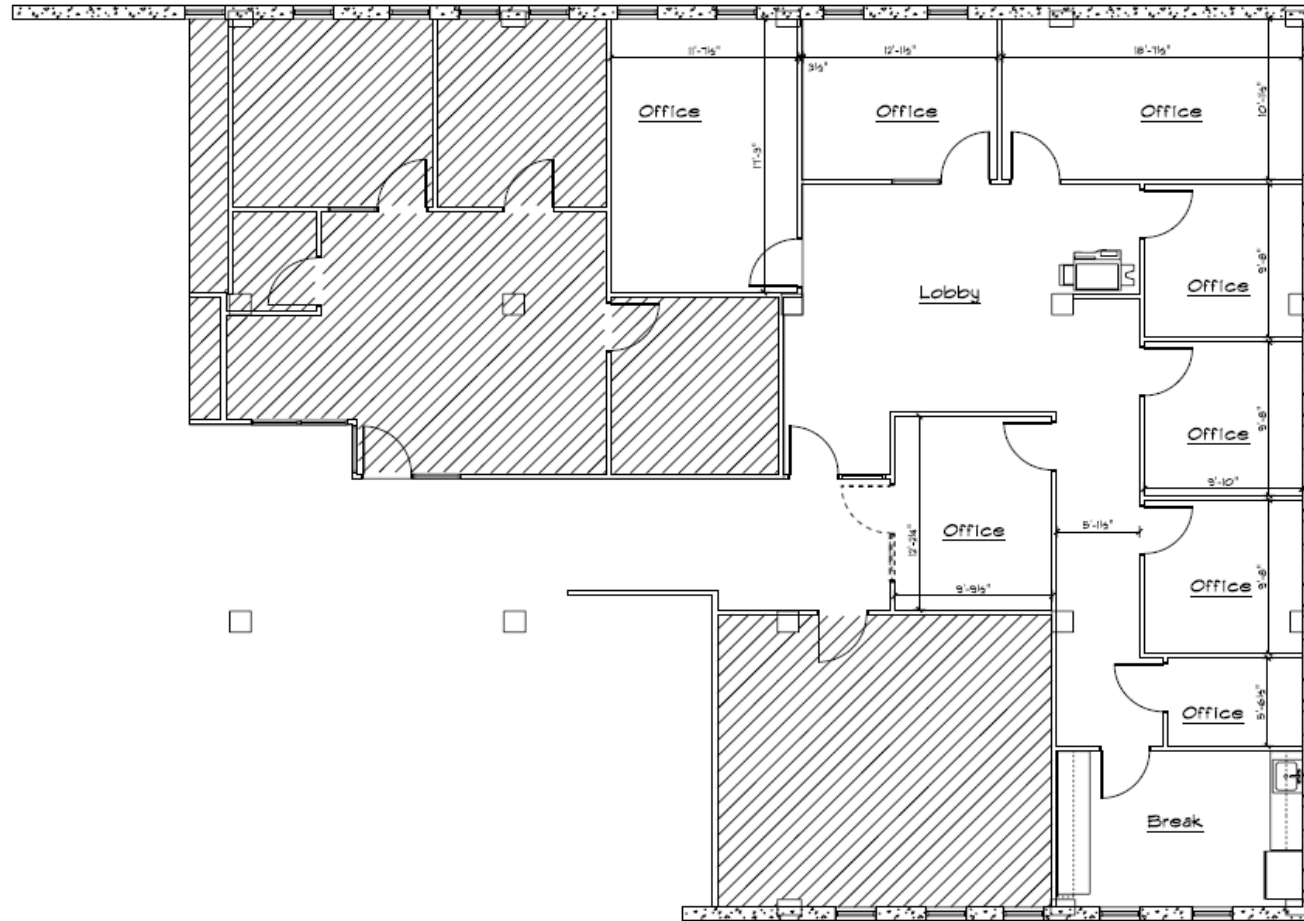
Current
1,000 Sq. ft.

Proposed
1,571 Sq. ft.



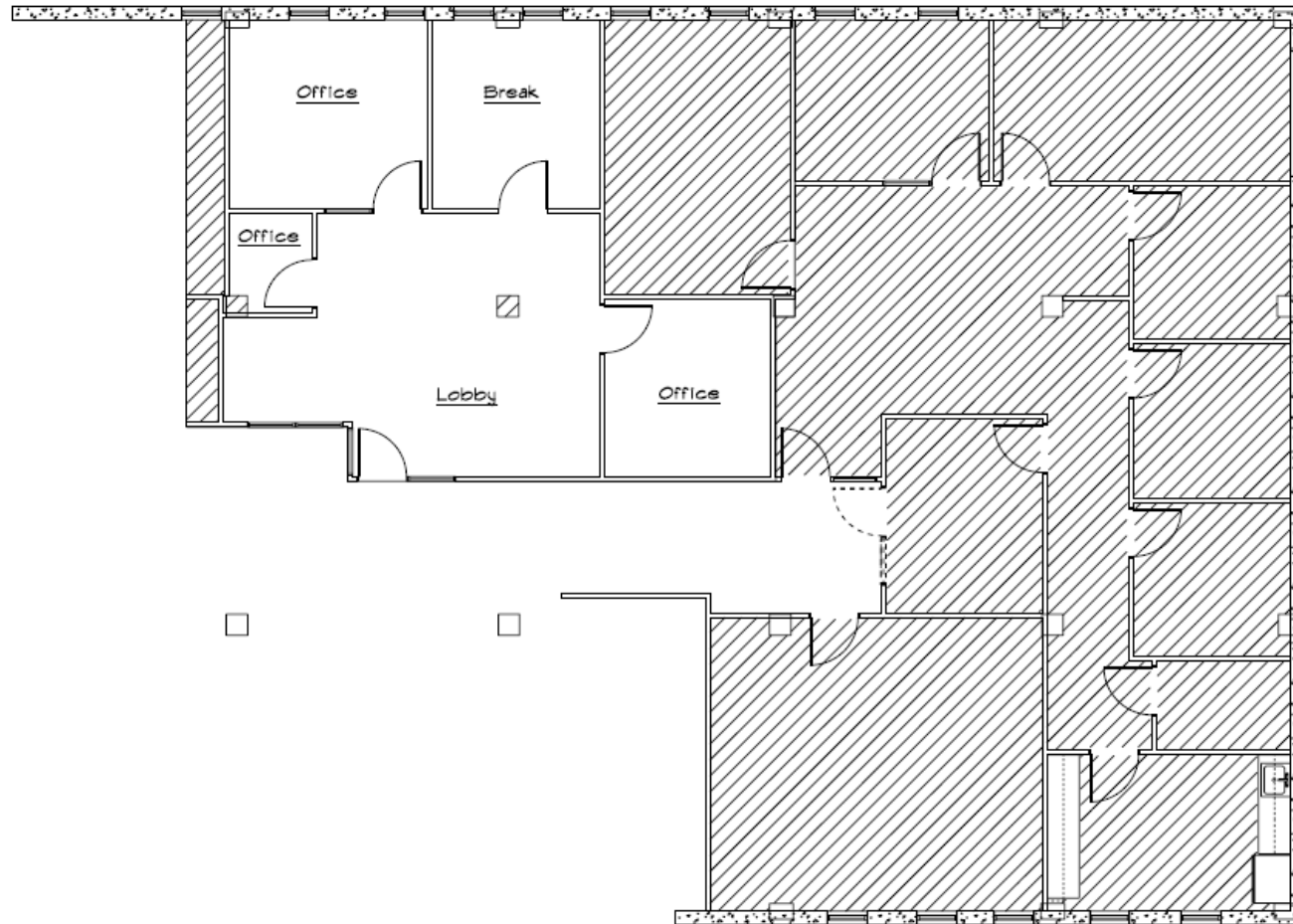
Current
1,114 Sq. ft.

Proposed
1,314 Sq. ft.

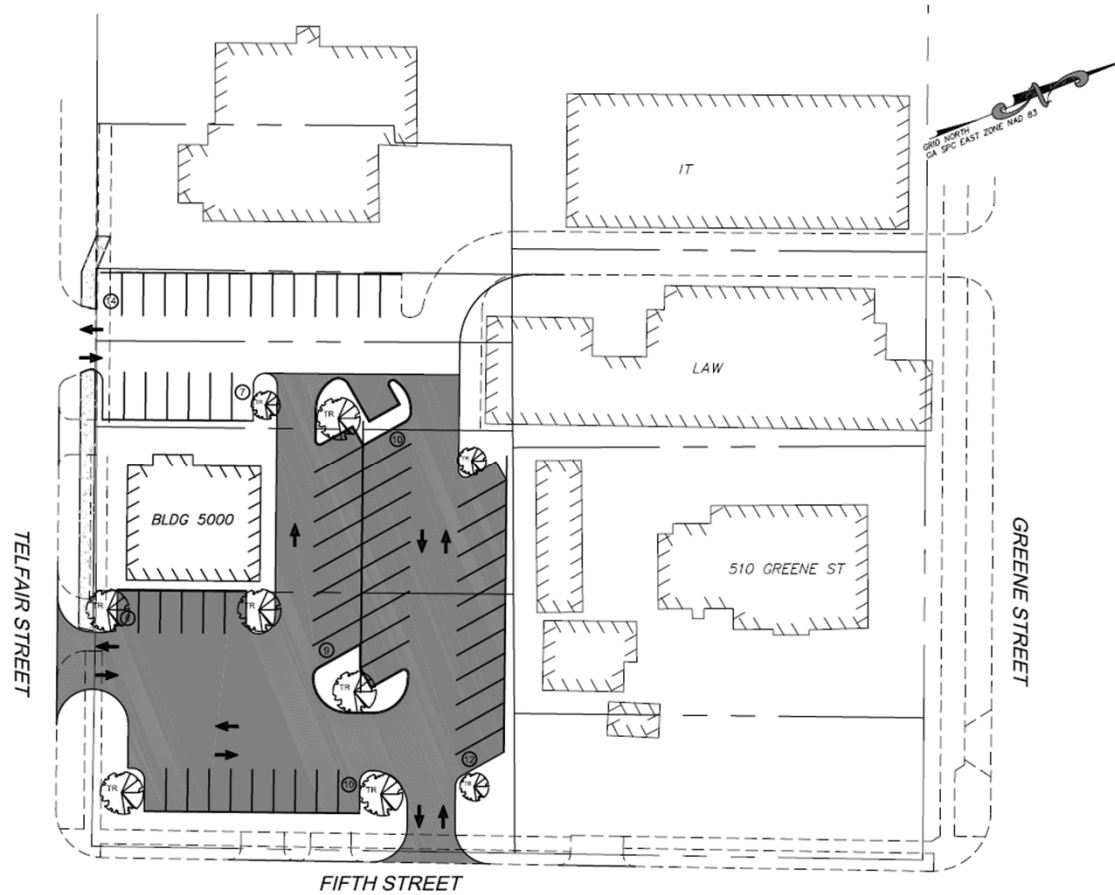


Current
0 Sq. ft.

Proposed
765 Sq. ft.

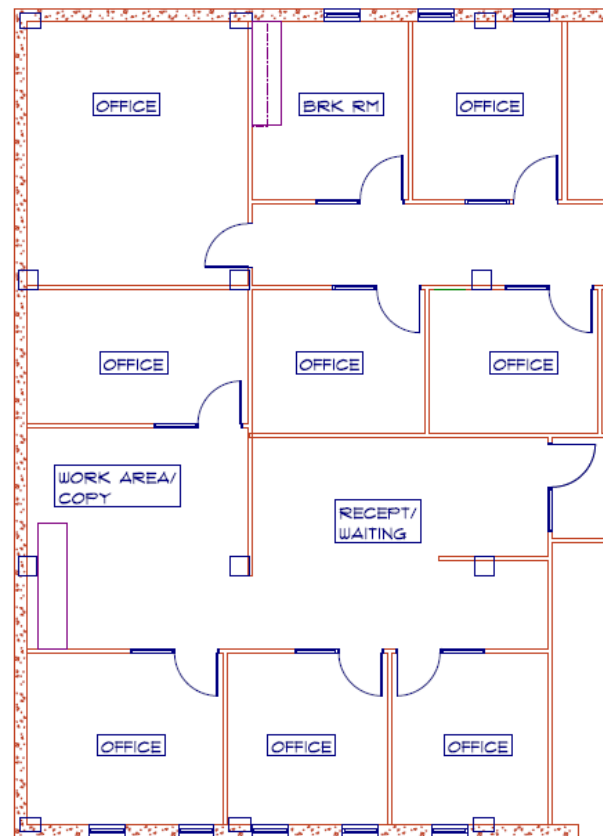


47 Proposed
Spaces 5 Net

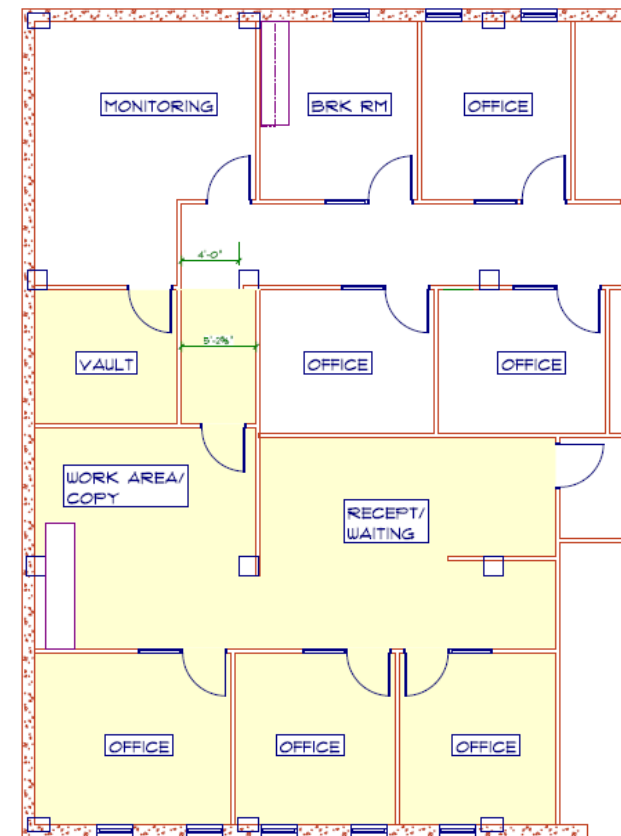


Current
3,303 Sq. ft.

Proposed
4,417 Sq. ft.

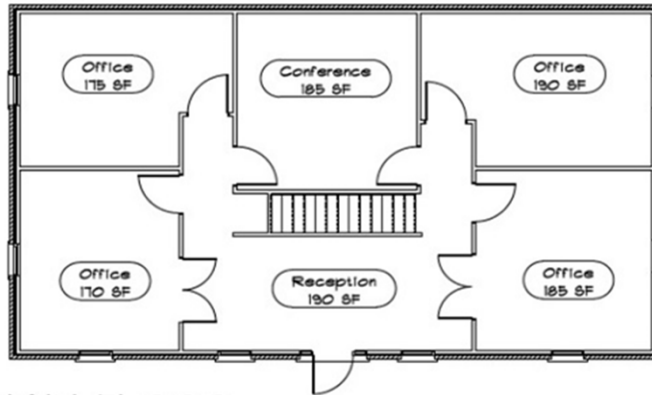


Existing Plan

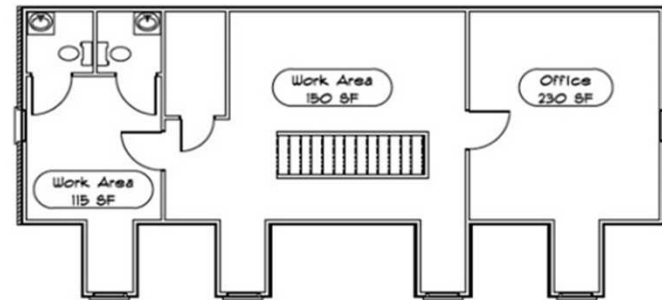


Proposed Plan

Current
1,590 Sq. ft.



MAIN FLOOR
SCALE: 1/8" = 1'-0"



SECOND FLOOR
SCALE: 1/8" = 1'-0"

Engineering Admin Challenges

- Main entrance and bathroom (2nd floor) is not ADA accessible
- Only facility restroom located on the second floor
- HVAC needs to be replaced due to age and operation
- Carpet, paint, other cosmetic upgrades needed
- Replace/repair windows and trim as necessary
- Elevator installation (retrofit options)

Estimated renovation cost: \$100k - \$150k

Planning & Development

Project Costs:

Construction	\$563,000.00
Property Acquisition	\$299,000.00
Furniture	\$ 77,744.39
Data Communications	<u>\$ 47,526.85</u>
Total	\$987,271.24

** Per the construction contract, this project will be completed no later than December 31, 2017 funded by Capital, SPLOST 7 and Operations*

Central Services Renovations

- Consolidate essential functions in one central location
- Relocating Augusta 311 to the central office creates expansion opportunities for the Compliance Department
- Facilities Maintenance - Construction Shop is located behind the building
- AUD Water Production Plant #1 pumps located in the rear of the facility, thus requiring utility services to the building
- Built in 1976 with limited renovation work since then

Recommendations

- Expand the Law Department by utilizing space vacated by the Engineering Department relocating to Walker Street
- Renovate Traffic Engineering Building to relocate the Wellness Center from 4th Street
- Relocate Compliance Department from the 7th floor to the 5th floor
- Demolish Engineering Administrative building; construct additional parking to improve traffic flow

Recommendations

- Irrigate landscaping islands
- Relocate Marshal's Operation Center (MOC) from Deans Bridge Rd to the 7th floor (Compliance Suite) and expand the Marshal's Suite to include the offices for additional staffers
- Designate space on the 5th floor vacated by Augusta 311 for Keep Augusta Beautiful

Recommendations

- Renovate the Central Services Department offices located on Peach Orchard – new Department June 2016
- Relocate Augusta 311 from the 5th floor of the Municipal Building to the Central Services Department offices

Municipal Campus Account

Balance available as of November 6, 2017 \$981,239

Estimated Costs

Law Department	\$317,090
Wellness Center	\$100,000
Compliance Department	\$ 84,600
Parking Lot Addition & Design	\$ 80,500
Irrigation	\$ 33,895

Municipal Campus Account

Marshal's Office Buildout	\$ 25,000
Demolition of Engineering Building	\$ 10,000
Total	<u>\$651,085</u>
New Balance	<u><u>\$330,154</u></u>



**Administrative Services Committee Meeting
11/14/2017 1:05 PM
GA Society Sons of American Revolution**

Department:

Presenter: Mr. Sonny Pittman

Caption: Presentation from **Mr. Sonny Pittman, President Elect**, Col. William Few Chapter of the Georgia Society Sons of the American Revolution Patriot regarding the placement of a grave marking honoring Georgia's three signers of the Declaration of Independence.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

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

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

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

☐ Commission	Date of Meeting _____
☐ Public Safety Committee	Date of Meeting _____
☐ Public Services Committee	Date of Meeting _____
☒ Administrative Services Committee	Date of Meeting <u>Nov. 13, 2017</u>
☐ Engineering Services Committee	Date of Meeting _____
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Sonny Pittman, President-Elect, CoC William Few Chapter
 Address: 2202 Holly Haven Court
 Telephone Number: 706-860-1050 (home) 706-951-2160 (cell) SAR
 Fax Number: _____
 E-Mail Address: SONNYPITTMAN@COMCAST.NET

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

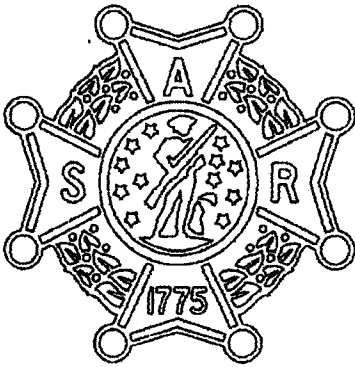
Georgia Society, Sons of the American Revolution Patriot
Grave Marking honoring Georgia's three signers of the
Declaration of Independence to be held on Saturday,
May 19, 2018 at the Signer's Monument.
Copy of the in-ground marker is attached.
Estimate about 100 people attending. Sonny
 Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Room 806 Municipal Building
 530 Greene Street
 Augusta, GA 30901

Telephone Number: 706-821-1820
 Fax Number: 706-821-1838
 E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 5:00 p.m. on the Wednesday preceding the Commission meeting and 5:00 p.m. on the Tuesday preceding the Committee meeting of the following week. A five-minute time limit will be allowed for presentations.

PLACED IN 2018
 SONS OF THE AMERICAN REVOLUTION



WILLIAM FEW CHAPTER
 BUTTON GWINNETT CHAPTER
 LYMAN HALL CHAPTER
 GEORGE WALTON CHAPTER

6"x6" emblem
 2-0' x 1-0' x 0-8" bevel marker *granite*
 3/4 inch letters

\$ 376
 240 pounds

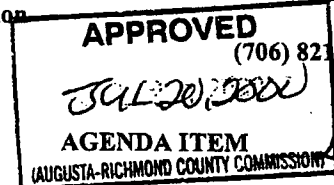


To: CLK OF Com 5/24/00

Department of Public Works and Engineering

Clifford A. Goins Assistant Director
Public Works - Engineering Division

Room 701, 530 Greene Street
Augusta, Georgia 30911
(706) 821-1706 FAX (706) 821-1708



TO: HONORABLE BOB YOUNG, MAYOR
MEMBERS OF COMMISSION
ULMER BRIDGES, CHAIRMAN, ENGINEERING SERVICES COMMITTEE
RANDY OLIVER, ADMINISTRATOR

FROM: CLIFFORD A. GOINS, INTERIM ASSISTANT DIRECTOR
PUBLIC WORKS - ENGINEERING DIVISION *CAH*

DATE: MAY 23, 2000
MAY 30, 2000 COMMITTEE MEETING

SUBJECT: MONUMENT/HISTORICAL MARKER POLICY
FILE REFERENCE: 2000-009

CAPTION:

ADOPT POLICY FOR PLACEMENT OF MONUMENTS AND OTHER
MARKERS ON PUBLIC RIGHTS OF WAYS OR OTHER PUBLIC
PROPERTY.

BACKGROUND:

There have been several requests in the past few months to place a monument or other appropriate marker in the right of way or on public property to commemorate a specific person or event. While this has been done in the past on a case by case basis, the need to establish a policy has become apparent.

The Public Works and Engineering Department has performed a limited field reconnaissance on the existing monuments and historical markers in the area. By far, the majority of the existing monuments are on Greene Street with the historical markers at various locations. The median area on Green Street and other streets with width medians makes them ideal for the placement of monuments. Historical markers can be placed in more confined locations.

ANALYSIS:

The criteria of the policy for placement of monuments or historical markers would include:

1. Application for placement of monument or marker submitted to an ad hoc committee comprised of:
 - Planning and Zoning
 - Public Works and Engineering Department
 - Administrator's Office

AGENDA ITEM**May 19, 2000****PAGE TWO**

2. The applicant would be required to enter into a perpetual maintenance agreement. The City would reserve the right to remove the monument or marker from the right of way or public property in case of disrepair or damage of a significant nature not being addressed by the applicant.
3. The successful applicant would apply for and secure an encroachment permit from the Public Works and Engineering Department. This permit would address site requirements such as sight distances, clear zone, restrictions, etc.
4. Installation will be in accordance with City specifications and under City inspection.

FINANCIAL IMPACT:

The agenda item does not contain a request for funding.

ALTERNATIVES:

Do not approve recommended policy in whole or in part.

RECOMMENDATION:

It is recommended that the Commission adopt the Monument/Historical Marker Policy as outlined in the Agenda Item.

PUBLIC WORKS DEPARTMENT DIRECTOR: Cliff A. Green

ADMINISTRATOR: Charles R. Quier 5/23/00

FUNDS ARE AVAILABLE IN THE FOLLOWING ACCOUNTS: N/A

FINANCE: Lon W. Morrey 5/23/00

COMMITTEE ACTION:

CAG/kmw

xc: Lon Morrey, Comptroller
 Kakoli Basu
 Agenda File
 Main File
 Ms. Teresa Smith, Pre-Construction Engineer

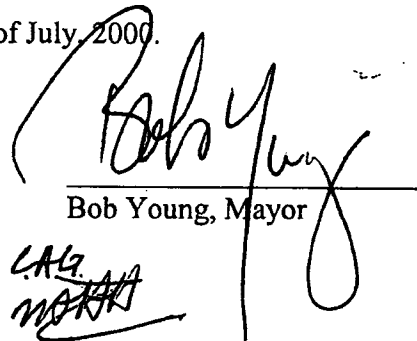
POLICY FOR PLACEMENT OF MONUMENTS AND OTHER MARKERS ON PUBLIC RIGHTS OF WAYS OR OTHER PUBLIC PROPERTY

The criteria of the policy for placement of monuments or historical markers would include:

1. Application for placement of monument or marker submitted to an ad hoc committee comprised of :
 - Planning and Zoning
 - Public Works and Engineering Department
 - Administrator's Office
2. The applicant would be required to enter into a perpetual maintenance agreement. The City would reserve the right to remove the monument or marker from the right of way or public property in case of disrepair or damage of a significant nature not being addressed by the applicant.
3. The successful applicant would apply for and secure an encroachment permit from the Public Works and Engineering Department. This permit would address site requirements such as sight distances, clear zone, restrictions, etc.
4. Installation will be in accordance with City specifications and under City inspection.

As adopted by the Augusta Commission this 20th day of July, 2000.


 ATTEST: Lena J. Bonner
 Clerk of Commission


 Bob Young, Mayor
 CAG
 MARK



**Administrative Services Committee Meeting
11/14/2017 1:05 PM
Minutes**

Department: Clerk of Commission

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on October 31, 2017.

Background:

Analysis:

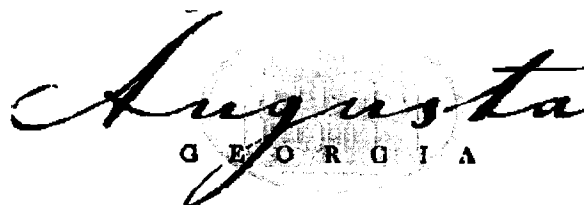
Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 10/31/2017

ATTENDANCE:

Present: Hons. M. Williams, Chairman; Jefferson, Vice Chairman; Davis and D. Williams, members.

Absent: Hon. Hardie Davis, Jr., Mayor.

ADMINISTRATIVE SERVICES

1. Approve the following changes to Blue Cross Major Medical plan:
Revised Employee Contributions (per pay period (24 a year) per attachment: **Item Action:**
None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No action is taken on this item due to its addition to the Called Meeting.			

2. Discuss the placement of dedicated staff attorneys in certain city departments without notifying the commission and/or approvals. (Requested by Commissioner Marion Williams) **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information and bringing back information regarding the PDQ from HR to start the process for the position. Motion Passes 4-0.	Commissioner Andrew Jefferson	Commissioner Mary Davis	Passes

3. Approve award of contract for renovations to the Central Services **Item**
Item # 6

Department administrative offices on Peach Orchard Road to Contract Management Inc. of Augusta in the amount of \$529,584. (Bid Item 17-209A) **Action:** Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the next committee meeting. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

4. Discuss using only "The City of Augusta" in all advertising campaigns involving events sponsored and paid for by Augusta, GA **(Requested by Commissioner Marion Williams)** **Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve having the Administrator's Office to send out the appropriate memos to the departments to make sure we're consistent regarding the marketing of the City of Augusta. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

5. Approve award for installation of a 60 kW photovoltaic solar array on Friedman Branch Library to Hannah Solar of Atlanta, GA in the amount of \$112,746.00. (RFP 17-213) **Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

6. Motion to approve the minutes of the Administrative Services Committee held on October 31, 2017. **Action:** Item # 6

Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Andrew Jefferson	Passes

7. Request Commission approve 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.
- Item Action:**
Rescheduled

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the next committee meeting. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Dennis Williams	Passes

www.augustaga.gov



**Administrative Services Committee Meeting
11/14/2017 1:05 PM
Motion to Deny the Protest of Humdinger Equipment**

Department: Procurement

Presenter: Geri A. Sams

Caption: Motion to Deny the Protest of Humdinger Equipment, LTD regarding ITB 17-273 Landfill Compactor for the Augusta, Georgia - Environmental Services Department and to lift the stay of procurement in accordance with Augusta, GA Code.

Background: Bid item 17-273 Landfill Compactor for the Environmental Services was opened on Friday, October 27, 2017. Humdinger Equipment, Ltd. submittal was deemed as non-compliant due to the vendor not supplying a Business license number or an E-Verify number. Both items are a requirement of the bid submittal. A non-compliant letter was sent to Humdinger Equipment on October 27, 2017. The Procurement Department received a protest letter from Humdinger Equipment on November 2, 2017. The letter stated that they were not required to have a business license or an E-verify number. The Procurement Department responded to the vendor on November 2, 2017 stating that we had confirmed that they were not required to have a business license for License; however, the E-verify number was required at the time of submittal. The vendor responded on November 3, 2017 requesting to appeal the decision to deny their protest request.

Analysis: The specifications stated that the E-verify number is required from any vendor at the time of submittal. The invitation to bid stated that An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specification), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.

Cover Memo

Item # 7

Financial Impact: Undetermined at this time.

Alternatives: Uphold the Protest of Humdinger Equipment, Ltd. regarding ITB 17-273 Landfill Compactor for Augusta, Georgia's Environmental Services Department and allow there bid to be included in the evaluation process.

Recommendation: Deny the protest of Humdinger Equipment Ltd – and lift the stay of procurement in accordance with the Augusta, GA Code.

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

REVIEWED AND APPROVED BY:

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

		Bid Opening Item #17-273 Landfill Compactor for Augusta, Georgia -Environmental Services Bid Due: Friday, October 27, 2017 @11:00 a.m.			
Total Number Specifications Mailed Out: 13 Total Number Specifications Download (Demandstar):1 Total Electronic Notifications (Demandstar): 79 Mandatory Pre-Bid/Telephone Conference:NA Total packages submitted: 5 Total Non-Compliant: 1					
VENDORS	H.O Penn Machinery Company, Inc. 122 Noxon Road Poughkeepsie, NY 12603	Humdinger Equipment, Ltd 3202 Clovis Road Lubbock, TX 79415	Tractor &Equipment Co. 3809 Mike Padgett Hwy Augusta, GA 30906	Flint Construction & Forrestry Division 1900 William Few Parkway Grovetown, GA 30813	Yancy Brothers 4165 Mike Padgett Hwy Augusta, GA 30906
Attachment B	NO BID	YES	YES	YES	YES
E-Verify Number		NO/ Non-Compliant	49526	344722	686717
SAVE Form		YES	YES	YES	YES
Caterpillar 836K Compactor or Approved Equal					
Year		2017-2018	2018 R	2017	2018
Make/ Brand		TANA	ALJON	BOMAG	CATEPILLAR
Model		E520ECO	ADV600	BC1172RB4	836K
Bid Price		\$944,020.00	\$675,000.00	\$912,824.00	\$1,093,683.00
Optional Equipment					
Carlson GPS System		\$61,500.00	\$104,975.00	\$61,500.00	\$107,980.00
TRADE IN VALUE 2008 CATEPILLAR		\$30,000.00	\$42,000.00	\$40,000.00	\$32,000.00
TRADE IN VALUE 2007 ALJON		\$25,000.00	\$37,000.00	\$10,000.00	\$30,000.00
Cone Shaped Wheels w/ Plug		NA	NO BID	NO BID	NA
Approximate Delivery Time		120-150 DAYS ARO	90-120 DAYS ARO	120 DAYS ARO	20-23 WEEKS ARO



Procurement Department

Mrs. Geri Sams, Director

Faxed (806.771.9945) and Mailed

October 27, 2017

Chad Phares
Humdinger Equipment, Ltd.
3202 Clovis Road
Lubbock, TX 79415

Ref: Bid Item #17-273 Landfill Compactor for Augusta, GA- Environmental Services Department
Bid Date: Friday, October 27, 2017 @ 11:00 a.m.

Dear Mr. Phares:

Thank you for your submittal in response to the above referenced Bid Item. After reviewing your submittal, it was noted that your company failed to provide an E-Verify number. We have included all corresponding forms from the specifications and the forms submitted for your review. In accordance to the Bid specifications and the Augusta, Georgia Code, your company's submittal has been deemed non-compliant.

I wish to call your attention to **ARTICLE 6, Sec. 1-10-50 and ARTICLE 9, 1-10-81 and 1-10-82** of our Augusta, Georgia Code as it relates to handling claims:

ARTICLE 6: PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-50. Sealed bids selection method.

- (a) **Conditions for use.** All contracts of Augusta, Georgia shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-52-Sealed Proposals; 1-10-53-Professional Services; 1-10-54-Quotations; 1-10-56-Sole Source Procurement; and 1-10-57-Emergency Procurements, of this chapter).
- (b) **Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.

ARTICLE 9: APPEALS, PROTESTS AND REMEDIES: Sec. 1-10-81 and Sec. 1-10-82.

Procurement protests. Authority to Resolve Protested Solicitations and Awards.

- (a) **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) **1-10-82. Filing of Protest.** Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**

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

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia
Item # 7

- (c) *Stay of Procurements During Protests or Appeals. In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.*

We sincerely appreciate your interest in doing business with Augusta, Georgia and look forward to your continued participation in future business opportunities. Any Correspondence concerning this matter or questions concerning future procurements 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
Or
Fax: 706-821-2811
Email: procbidandcontract@augustaga.gov

Sincerely,



Geri A. Sams, Director
Procurement Department

GAS/ss

Attachments

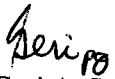
cc: Chester Brazzell, Deputy Administrator
Lori Videtto, Environmental Services Department

- (c) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

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

Sincerely,


Geri A. Sams, Director
Procurement Department

GAS/ss

Attachments

cc: Chester Brazzell, Deputy Administrator
Lori Videtto, Environmental Services Department

Invitation to Bid

Sealed bids will be received at this office until Friday, October 27, 2017 @ 11:00 a.m. for furnishing:

Bid Item #17-273 Landfill Compactor for Augusta, Georgia – Environmental Services Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

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, October 13, 2017 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not 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 BID number on the outside of the envelope.

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

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

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

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

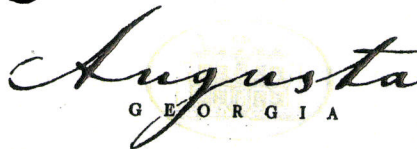
GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	September 21, 28, October 5, 12, 2017
Metro Courier	September 27, 2017

cc: Louis Brazzell	Deputy Administrator
Lori Videtto	Environmental Services

Revised: 8/15/2011



NOTICE TO ALL BIDDERS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

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

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal - No Exceptions.

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

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

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

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

Return Only If Applicable:

1. The Exception Sheet (if applicable)

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

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor

WARNING:

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

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications. Bids are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a Bid.

Rev. 8/6/2015

Conflict of Interest

By submission of a proposal, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

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

By submission of a proposal, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a proposal for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

**** E-Verify * User Identification Number (Company I.D.)**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissioners specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Company Name _____

BY: Authorized Officer or Agent
(Contractor Signature) _____

Title of Authorized Officer or Agent of Contractor _____

Printed Name of Authorized Officer or Agent _____

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20____

Notary Public _____

NOTARY SEAL

My Commission Expires: _____

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

REV. 2/17/2016

Conflict of Interest

By submission of a proposal, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID.

By submission of a proposal, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a proposal for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

****E-Verify * User Identification Number (Company I.D.)** Not required in Texas will get one if awarded

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and/or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Humdinger Equipment, Ltd.

Company Name

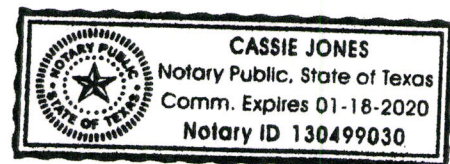
BY: Authorized Officer or Agent
(Contractor Signature)

Vice President

Title of Authorized Officer or Agent of Contractor

Chad Phares

Printed Name of Authorized Officer or Agent



SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 25 DAY OF October, 2017

Notary Public

NOTARY SEAL

My Commission Expires:

1-18-20

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

REV. 2/17/2016

Salasha Singleton

From: Salasha Singleton
Sent: Friday, October 27, 2017 4:24 PM
To: 'chad@humdingerequipment.com'
Subject: Bid Item# 17-273 Landfill Compactor for Augusta, GA Environmental Services Department
Attachments: Humdinger Equipment, Ltd.pdf
Importance: High

Good afternoon Mr. Phares,

Thank you for your interest in doing business with the city of Augusta, GA. Please review the attachment in regards to Bid Item# 17-273 Landfill Compactor for Augusta, GA Environmental Services Department. Should you have any questions concerning the information provided you can email us at procbidandcontract@augustaga.gov or call 706.821.2423, 706.821.2888, or 706.821.4251. Thank you.

Salasha D. Singleton
Purchasing Technician II
Procurement Department
535 Telfair Street, Room 605
Augusta, GA 30901
(706) 821-4251
ssingleton@augustaga.gov

TX Result Report

P 1

10/27/2017 16:21

Serial No. A2X1011001043

TC: 1409144

Addressee	Start Time	Time	Prints	Result	Note
918067719945	10-27 16:20	00:00:57	000/009	No Ans	

Note

TMR:Timer TX, POL:Polling, ORG:Original Size Setting, FME:Frame Erase TX,
 DPG:Page Separation TX, MIX:Mixed Original TX, CALL:Manual TX, CSAC:CSAC,
 FWD:Forward, PC:PC-FAX, BND:Double-Sided Binding Direction, SP:Special Original,
 FCODE:F-code, RTX:Re-TX, RLV:Relay, MEX:Confidential, BUL:Bulletin, SIP:SIP Fax,
 IPADR:IP Address Fax, I-FAX:Internet Fax

Result

OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF,
 TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer,
 Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length over,
 POVR:Receiving page over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error,
 DSN:DSN Response Error, PRINT:Compulsory Memory Document Print,
 DEL:Compulsory Memory Document Delete, SEND:Compulsory Memory Document Send,

535 Telfair Street Room 605
 Augusta, GA 30901
 Phone: 706 821 2422
 Fax: 706 821 2811

City of Augusta
Procurement Department

Fax

To:	Humdinger Equipment, Ltd.	From:	Geri Sams
Fax:	806.771.9945	Date:	October 27, 2017
Contact:	Chad Phares	Pages:	9 Including cover page
Re:	Bid Item# 17-273 Landfill Compactor for Augusta, GA Environmental Service Department	CC:	

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments Please see attached documents

Item # 7

535 Telfair Street Room 605
Augusta, GA 30901
Phone: 706 821 2422
Fax: 706 821 2811

**City of Augusta
Procurement Department**

Fax

To: Humdinger Equipment, Ltd.

From: Geri Sams

Fax: 806.771.9945

Date: October 27, 2017

Contact Chad Phares

Pages: 9 including cover page

Re: Bid Item# 17-273 Landfill Compactor for
Augusta, GA Environmental Service
Department

CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments Please see attached documents



3202 CLOVIS ROAD • LUBBOCK, TX 79415
 OFFICE: 806-771-9944 • TOLL FREE: 888-999-4909

November 2, 2017

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

Ms. Sams,

I received your notification Friday, October 27, 2017 informing our company that we were being considered non-compliant with our bid submittal for Bid Item #17-273 Landfill Compactor.

Please accept this letter as an official protest to the decision that we were non-compliant.

I do realize the bid documents stated the "E-verify User ID Number" was required. The bid documents also required a Georgia business license. Our company is based in Texas. We are not required to have a Georgia business license and we are not required by Law to have an E-verify User ID Number. The bid documents stated if we were not required to have a Georgia business license we would be required to obtain one if the bid was awarded to our company. Since it is not required by law for us to have an E-verify User ID Number, the rule about obtaining one should apply to this portion as it does to the Georgia business license portion of the bid. We understood it would apply to both areas based on the bid documents and we think it was reasonable to make that conclusion.

We would ask for your Procurement department to let our bid be considered with the other bids received. If there are reasons are equipment is not chosen because of specification reasons or other reasons related to the equipment our bid considered being non-compliant and our protest will not matter. If our equipment is chosen based on it being the best option for the County, we would hope to be considered non-compliant will be reconsidered.

If the Procurement department will not let our equipment be considered, then we will take the next steps in the protest.

We appreciate your consideration in our request and hope to hear back from you soon with positive news. Please contact me through email or telephone to discuss this matter.

Sincerely,

Chad Phares
 Vice President



www.humdingerequipment.com

EARTH MOVING • WASTE MGT • RECYCLING



Procurement Department

Mrs. Geri Sams, Director

November 2, 2017

Mailed/E-MAIL (806.771.9945)
chad@humdingerequipment.com

Chad Phares, Vice President
 Humdinger Equipment, Ltd.
 3202 Clovis Road
 Lubbock, TX 79415

Ref: Bid Item #17-273 Landfill Compactor for Augusta, GA- Environmental Services Department
 Bid Date: Friday, October 27, 2017 @ 11:00 a.m.

Dear Mr. Phares:

We are in receipt of your protest letter dated November 2, 2017. In your letter, you have stated that you realize the E-verify User ID Number and the Georgia business license is required. You have stated that by law due to the fact that your company is located in Texas that you are not required to have a business license. You have also stated that by law your company is not required to have an E-verify number. Please allow me the opportunity to address your concerns.

The Procurement Department has carefully reviewed your submittal and the requirements of the Augusta, Georgia ITB process. The ITB specifications clearly state on page 3 that **"...All specific requirements contained in the request for qualifications including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director."** We have also reviewed the specifications in reference to your company not including your business license and the E-verify number. Please be advised that we have verified that the City of Lubbock, TX does not require a business license; however, you are required to supply your E-Verify number in order to acquired funds from a municipality of the State of Georgia. The specifications for ITB 17-273 clearly states on page 5-7, the requirement of providing your E-verify number. Specifically page 7 which states**"The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. I further understand that my submittal will be deemed non-compliant if any part of this process is violated."** We have reviewed your submittal and it has been determined that you failed to provide your E-verify number with your ITB submittal. Due to the fact that your submittal did not include your E-verify number, I must concur with the initial decision of deeming your submittal as non-compliant. Regretfully, the Procurement Department has no choice but to deem your submittal as non-compliant, and accordingly your request to have your submittal considered eligible for the ITB process is denied.

I wish to call your attention to **ARTICLE 6, Sec. 1-10-50 and ARTICLE 9, 1-10-81 and 1-10-82** of our Augusta, Georgia Code as it relates to handling claims:

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

www.augustaga.gov

Register at www.demandstar.com/supplier for automatic bid notification



Scan this QR code with your
 smartphone or call the equipped
 tablet to visit the Augusta, Georgia
 Item # 7

ARTICLE 9: APPEALS, PROTESTS AND REMEDIES:

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies. Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. (Ordinance 7439 - Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) *Procedure to Speak to Full Commission Regarding Protest.*
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the
item # 7

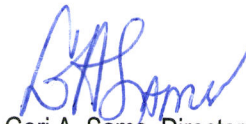
Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) *Effect of Failure to Appear at Hearing.* Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies. The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

We would like to thank you for your interest in doing business with Augusta and look forward to your company participating in future projects. Any correspondence concerning this matter or questions concerning future procurements 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
 Or
 Fax: 706-821-2811
 Email: procbidandcontract@augustaga.gov

Sincerely,



Geri A. Sams, Director
 Procurement Department

GAS/ss

Attachments

cc: Janice Allen Jackson, Administrator
 Andrew MacKenzie, General Counsel
 Lori Videtto, Environmental Services Department

Invitation to Bid

Sealed bids will be received at this office until Friday, October 27, 2017 @ 11:00 a.m. for furnishing:

Bid Item #17-273 Landfill Compactor for Augusta, Georgia – Environmental Services Department

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

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, October 13, 2017 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	September 21, 28, October 5, 12, 2017
Metro Courier	September 27, 2017

cc:	Louis Brazzell	Deputy Administrator
	Lori Videtto	Environmental Services

Revised: 8/15/2011



NOTICE TO ALL BIDDERS

(PLEASE READ CAREFULLY)

ADHERE TO THE BELOW INSTRUCTIONS AND DO NOT SUBSTITUTE FORMS

PLEASE READ CAREFULLY:

Attachment B is a consolidated document consisting of:

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

Attachment B Must be Notarized & the 2 Pages Must be returned with your submittal - No Exceptions.

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

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

E-Verify * User Identification Number (Company I.D.) The recommended awarded vendor will be required to provide a copy of Homeland Security's Memorandum Of Understanding (MOU)

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

Return Only If Applicable:

1. The Exception Sheet (if applicable)

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

1. Georgia Security and Immigration Subcontractor Affidavit
2. Non-Collusion Affidavit of Sub-Contractor

WARNING:

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

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications. Bids are publicly opened. It is your responsibility to ensure that your company has met the Specifications and Licenses' requirements prior to submitting a Bid.

Rev. 8/6/2015



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Do You Have A Business License? Yes: _____ No: _____

Augusta, GA Business License # for your Company (Must Provide): _____

And/or Your State/Local Business License # for your Company (Must Provide): _____

Utility Contractors License # (Must Provide if applicable): _____ MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): _____

Additional Specialty License # (Must Provide if applicable): _____

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license: _____

Acknowledgement of Addenda: (#1) _____ : (#2) _____ : (#3) _____ : (#4) _____ : (#5) _____ : (#6) _____ : (#7) _____ : (#8) _____ :
NOTE: CHECK APPROPRIATE BOX(ES)- ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

Conflict of Interest

By submission of a proposal, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID.

By submission of a proposal, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a proposal for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

Contractor Affidavit and Agreement

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. §13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Augusta, Georgia Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. §13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Augusta, Georgia Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

Georgia Law requires your company to have an E-Verify* User Identification Number (Company I.D.) on or after July 1, 2009.

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

**** E-Verify * User Identification Number (Company I.D.)**

NOTE: E-VERIFY USER IDENTIFICATION NUMBER (COMPANY I.D.) MUST BE PROVIDED: IN ADDITION, THE RECOMMENDED AWARDED VENDOR WILL BE REQUIRED TO PROVIDE A COPY OF HOMELAND SECURITY'S MEMORANDUM OF UNDERSTANDING (MOU)

The undersigned further agrees to submit a notarized copy of Attachment B and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agrees to submit all required forms for any subcontractor(s) as requested and or required. **I further understand that my submittal will be deemed non-compliant if any part of this process is violated.**

Company Name

BY: Authorized Officer or Agent
(Contractor Signature)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

NOTARY SEAL

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

REV. 2/17/2016



3202 CLOVIS ROAD • LUBBOCK, TX 79415
OFFICE: 806-771-9944 • TOLL FREE: 888-999-4909

November 3, 2017

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

Ms. Sams,

I received your notification Thursday, November 2, 2017 informing our company that you were not accepting our request to have our bid considered. I appreciate your quick response but was disappointed with your decision.

As I stated in my protest letter, we are not protesting based on a claim we are not required by Georgia law to have an E-verify User ID Number. In fact, in our bid submission we had the E-Verify User ID Number page signed and notarized. Our statement on that page was we would provide an E-Verify number if the bid was awarded to us, just like we would provide a Georgia business license. We understand now that the City required the E-verify User ID Number at the time of the bid was due; however, we believe it was a reasonable assumption that we would provide the number if the bid was awarded to our company; just like the City allows for the business license.

We still believe this is a reasonable assumption; therefore, we would like to appeal your decision to the Augusta, Georgia Commission.

We appreciate your time in this matter. Please contact me through email or telephone to discuss this matter.

Sincerely,

Chad Phares
Vice President

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**Administrative Services Committee Meeting
11/14/2017 1:05 PM
The J. Richard Dunstan Lawyers Lounge.**

Department: Augusta Judicial Circuit Superior Court

Presenter: Chief Judge Carl Brown

Caption: Consider request that Suite 1501 on the first floor of the Augusta-Richmond County Judicial Building John H. Ruffin, Jr. Courthouse be named The J. Richard Dunstan Lawyers Lounge.

Background: See attachment

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Kelly Campbell
Sent: Wednesday, November 08, 2017 3:36 PM
To: Lena Bonner
Subject: Administrative Services Committee item
Attachments: SKM_364e17110310160.pdf

11/8/2017

Dear Commissioner Williams,

I hereby request to be placed on the Agenda of one of your committee meetings. At the meeting, I will request that Suite 1501 on the first floor of the Augusta-Richmond County Judicial Building John H. Ruffin, Jr. Courthouse be named The J. Richard Dunstan Lawyers Lounge. The suite was previously used by the Public Defenders Office.

Historically, we have had a lawyers lounge at the courthouse. The lounge affords a location for lawyers to gather, communicate, make phone calls, and await jury verdicts or court appearances.

The lounge will be prepared with no additional financial impact to the City, or the Court's Budget. The family has been consulted about a portrait and has offered the same.

J. Richard Dunstan was a lawyers lawyer. Attached is a copy of his obituary. He served as Chairman of the Richmond County Indigent Defense Committee. Additionally, he represented many in business development, including J. R. Riles' convenience store.

The naming of this lounge in honor of J. Richard Dunstan will inspire other lawyers to achieve the same degree of valuable service that he rendered.

Your assistance in this effort shall be greatly appreciated.

Sincerely,

Carl C. Brown, Jr.

Thanks Lena for all your help!

Kelly D. Campbell
 Judicial Assistant to
 The Honorable Carl C. Brown, Jr.
 Chief Judge Superior Court
 Augusta-Richmond County Judicial Center
 John H. Ruffin, Jr. Courthouse
 735 James Brown Boulevard, Suite 4203
 Augusta, GA 30901-2974
 706.821.2347
 706.721.4476 fax

Item # 8

ORDINANCE 7386

An Ordinance to amend the Augusta Georgia Code for the purpose of providing a uniform policy for the naming and renaming of building and properties owned by Augusta, Georgia:

THE AUGUSTA, GEORGIA COMMISSION HEREBY ORDAINS:

Section I: The Augusta Commission hereby ordains that the Code be amended to include the following policies:

CHAPTER 10 BUILDING AND PROPERTY NAMING/RENAMING POLICY

8-10-1 PURPOSE

The purpose of this article is to provide a uniform policy for the naming and renaming of buildings and properties owned by Augusta, Georgia. After the effective date of this article, no building or property whether owned at that time by Augusta, Georgia, or subsequently constructed, developed, or acquired by Augusta, Georgia, shall be assigned a name or renamed unless it is done pursuant to this article. This article shall apply to buildings, parts of buildings, bridges, parks, and any other property owned by Augusta, Georgia except for streets, roads, alleys or similar thoroughfares.

8-10-2 GUIDELINES

These guidelines shall be followed when the naming or renaming of buildings or properties is to be considered:

- (a) Names of such buildings or properties shall be based upon geographical, historical, ecological, or functional factors. Buildings and properties may also be named or renamed for persons who have made significant monetary or land contributions or other significant contributions to the well-being and betterment of Augusta, Georgia.
- (b) Buildings or properties shall not be named or renamed for living persons with the exception of living persons who have made a significant monetary contribution to the development of a public building or contributed land with the intent and agreement of the Augusta Commission that said building or property will be named for the contributor, or except for other extraordinary circumstances.
- (c) Renaming of buildings or properties should not be considered unless overwhelming evidence is provided by a proponent that the existing name lacks significance and that the proposed name bears significant importance to the well-being and betterment of Augusta, Georgia as determined by the Augusta Commission.

- (d) Renaming of buildings or properties shall not be considered for at least 50 years after naming unless there are extraordinary circumstances warranting such consideration.
- (e) As provided for or referenced within these guidelines “significant importance or significant contribution to the well-being and betterment of Augusta, Georgia” shall include, but not be limited to, the following, as it relates to Augusta, Georgia, State of Georgia and/or the Unites States of America:
 - 1) Acts of heroism, valor or self-sacrifice;
 - 2) Outstanding military accomplishment;
 - 3) Acts of national or local humanitarianism;
 - 4) Outstanding record of civil service with historic or critical significance; and/or
 - 5) Professional accomplishment which greatly impacted the public good/welfare.

8-10-3 PROCEDURES

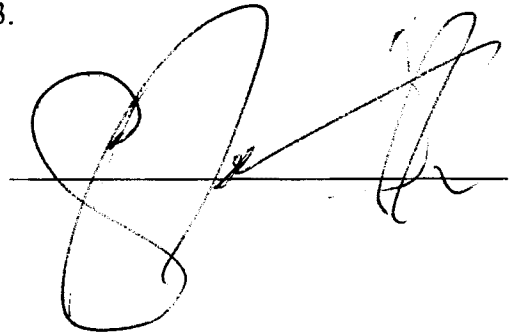
- (a) The naming or renaming of a public building or property may be proposed in the following manner:
 - (1) Members of the Augusta Commission may recommend a name.
 - (2) Staff of the Augusta Commission may recommend a name.
 - (3) The Commission may set in place a public process for soliciting input in the naming;
 - or
 - (4) Any person, firm, or associates may propose a name.
- (b) The naming or renaming of a public building or property shall be submitted to the City Administrator on forms provided by that office and accompanied by the necessary documentation. The purpose of the documentation is to provide a full background on the proposed names. The City Administrator shall consult with the City Engineer, Planning and Development Director, and the Facilities Director regarding the proposed name after the information has been received.
- (c) The City Administrator shall cause a public hearing to be held regarding the proposed name after giving at least 15 days’ notice consisting of an advertisement in the legal organ and a sign placed upon the property. Such public hearings may be held as an item on the agenda of the Augusta Planning Commission.
- (d) After the public hearing, the City Administrator shall with the City Engineer, Planning and Development Director, and the Facilities Director and cause a report to be prepared which shall include a recommendation for the naming or renaming of a public building or property.
- (e) The report of the City Administrator shall be distributed to the proposer of the name as well as to all members of the Augusta Commission. It shall be placed on the next possible agenda of the Administrative Services Committee. Administrative Services will make a recommendation to the full Augusta Commission, which will make the final decision.

Section II. All Ordinance or parts of Ordinance in conflict with this Ordinance are hereby repealed.

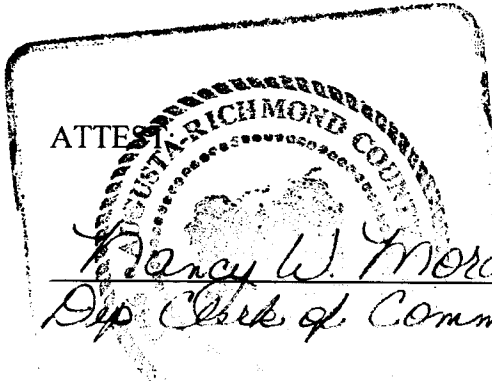
Done in Open Meeting under the Common Seal thereof this 5 day of March 2013.

APPROVED THIS March 5, 2013.

Mayor



ATTEST



Percy W. Morawski
Dep. Clerk of Commission

Published in the Augusta Chronicle March 14, 2013

James R. Dunstan Sr.



²⁰⁰⁵
AUGUSTA, Ga. - Mr. James Richard Dunstan, Sr., 58, beloved husband of Margaret Durant Dunstan, died Friday, December 30, at home after a long battle with metastatic melanoma. Mr. Dunstan is the son of Mrs. Lillian Dunstan and the late Mr. Bernard Samuel Dunstan. The funeral mass will be on Tuesday, January 3, at 11 a.m. at St. Mary on the Hill Catholic Church. The Rev. Gerald Reagan will be the celebrant. Burial will follow in Westover Memorial Park. Family members include sons, James Richard Dunstan, Jr., Appling, Charles Gordon Dunstan and Daniel Miles Dunstan, Augusta; and daughter, Margaret Durant (Maggie) Dunstan, Augusta; brother, Bernard S. Dunstan, Jr. (Ginny); sisters, Dorothy Dunstan Mooney, Mary Constance (Connie) Dunstan Snead and Elizabeth (Lisa) Dunstan Murray (Jay), all of Augusta; nieces, Mary Snead Hall, Day Dunstan, Alex Durant, Katy Durant and Samantha Snead; nephews, Bernard S. Dunstan III, William Mooney, Steven Mooney, Jon David Mooney, Blase Durant, Arthur Snead, John L. Murray IV, Wilkes Murray and Richard Murray, all of Augusta. An Augusta native, Mr. Dunstan attended Mount Saint Joseph Academy and St. Mary on the Hill

School and graduated from Aquinas High School where he excelled in academics and athletics. He received a Bachelor of Science in Mathematics from Augusta College and earned a Juris Doctor from Mercer University, graduating summa cum laude. At Mercer, Mr. Dunstan received many academic awards, was editor of the Law Review and was a member of Phi Delta Phi Legal Fraternity. While attending law school, Mr. Dunstan clerked for United States District Judge Wilbur D. Owens, Jr. Returning to Augusta in 1973, Mr. Dunstan practiced law for 28 years and was an accomplished trial lawyer. During that time, he served as Chairman of the Richmond County Indigent Defense Committee. After leaving his law practice, Mr. Dunstan spent the last eight years in partnership with his brother in Dunstan, Inc., a development company. Mr. Dunstan was a lifelong member of St. Mary on the Hill Catholic Church where he was a daily communicant and served as President of the Parish Council, Chairman of the Finance Committee and as a Eucharistic Minister. He also served as president of the St. Mary on the Hill School PTO, president of Aquinas High School PTO, a member of Aquinas High School Board and of the Boosters Club. Mr. Dunstan was an early member of the Summerville Neighborhood Association, authoring the organization's by-laws and serving two terms as president. Mr. Dunstan was a charter member of Pinetucky Skeet and Trap Club and constructed the original clubhouse in 1986. He taught his four children to hunt responsibly. He was a coach of his children's t-ball and basketball teams and an active attendee at all of their games and activities. His interests were varied including weight lifting, running, horseback riding, hunting and farming. He was a member of the Augusta Country Club. All who knew him, however, knew that his heart was at home with his wife, Margaret, and children, Richard, Jr., Charles, Miles and Maggie. If desired, and rather than flowers, please send memorials to Aquinas High School, 1920 Highland Ave., Augusta, GA 30904; St. Mary on the Hill Catholic Church, 1420 Monte Sano Ave., Augusta, GA 30904; or The Harry Jernigan Cancer Center, 2100 Central Ave. Suite D1, Augusta, GA 30904. Pallbearers will be nephews. The vigil for the deceased will be on Monday, January 2, at St. Mary on the Hill Catholic Church at 6 p.m., followed by visitation in the church narthex until 9 p.m. Platt's Funeral Home, 721 Crawford Ave., Augusta, GA, 733-3636.

Funeral Home

Platt's Funeral Home

721 Crawford Avenue Augusta, GA 30904
(706) 733-3636

Item # 8