



Administrative Services Committee Commission Chamber- 1/14/2020- 1:20 PM Meeting

ADMINISTRATIVE SERVICES

1. The Utilities Department requests the purchase of 4 pickup trucks and 1 small SUV for various divisions at a total cost of \$148,252.00 from Allan Vigil Ford. Bid 19-280 and Bid 19-275  [Attachments](#)

2. Motion to approve the purchase of one 2020 Ford Transport Van for the Augusta Regional Airport for \$37,091. Bid Item 19-281  [Attachments](#)

3. The Utilities Department - Construction Division requests the replacement of one sewer rodder truck from Jet Vac Equipment Company of Sumter, S.C. for \$135,085.  [Attachments](#)

4. The items require Commission approval due to the fact that purchases on the individual purchase orders will exceed \$25,000.00 per order. The following annual bid item requires Commission approval: **Utilities** 20-060 Chemicals; **Recreation** 20-045 Athletic Clothing.  [Attachments](#)

5. Motion to approve the five-year service agreements for the Judicial Center (\$83,933.40), Webster Detention Center (\$186,433.49), Municipal Building (\$116,676.22) and Sheriff's Office (\$37,287.07) provided by Trane, Inc., as the original equipment manufacturer.  [Attachments](#)

6. HCD & Compliance Departments Collaboration.  [Attachments](#)

7. Motion to **approve** Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent  [Attachments](#)

intersection. **(Referred from December 17 Commission meeting)**

8. Motion to approve Housing and Community Development Department's (HCD's) request to contract with Antioch Ministries to reconstruct one (1) affordable, multi-family duplex unit on Twiggs Street.  [Attachments](#)
9. Discuss the hiring process for the position of Administrator. **(Requested by Commissioner Ben Hasan)**  [Attachments](#)
10. Set the qualifying fees for Local Elective Offices up for Election in 2020.  [Attachments](#)
11. Motion to approve the minutes of the Administrative Services Committee held on December 10, 2019.  [Attachments](#)

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**Administrative Services Committee Meeting
1/14/2020 1:20 PM
2020 - Utilities Department Pick-Up Trucks**

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Utilities Department requests the purchase of 4 pickup trucks and 1 small SUV for various divisions at a total cost of \$148,252.00 from Allan Vigil Ford. Bid 19-280 and Bid 19-275

Background: The Utilities Department - Engineering Division is requesting the replacement of a 2001 Ford Ranger, asset number F00146, with a 2020 Ford Escape that will be used by the Engineering Manager to transport employees and inspect various project sites. They are also requesting the replacement of a 2001 Ford Ranger, asset number F00145, with a 2020 Ford F150 to be used by the Engineering Survey Technician to survey/perform locates for new and existing projects. The Construction Maintenance Division is requesting the purchase of two new 2020 Ford F150 for a Collection Coordinator and a Preventative Maintenance Superintendent. The Max Hicks Filter Plant is requesting the replacement of one 2005 Ford Ranger, asset number 205069 that will be used by the Plant Manager to maintain four water plants and oversee twelve operators. Bid Tab Sheets and vehicle evaluations are attached.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for 2020 6500 GVWR Pick-up Truck (Bid #19-280). Invitations to Bid were sent to 18 vendors with three vendors responding and one being non-compliant. Bid tab sheets are attached for your review. Bid# 19-280: 2020 Ford F150 – Allan Vigil Ford - \$30,606; Gerald Jones – \$34,860 Bid# 19-280: 2020 Ford F150 – Allan Vigil Ford - \$31,346; Gerald Jones – \$35,642 Bid# 19-280: 2020 Ford F150 – Allan Vigil Ford - \$29,125; Gerald Jones – \$33,385 The Procurement Department published a competitive bid using the Demand Star application for 2020 Compact Sport Utility Vehicle (Bid #19-275). Invitations to Bid were sent to 20 vendors with two vendors responding. Bid tab sheets are attached for your review.

Cover Memo
Item # 1

Bid# 19-280: 2020 Ford Escape – Allan Vigil Ford - \$25,829;
2020 GMC Terrain - Master Buick - GMC – \$29,614

Financial Impact: 1 – 2020 Ford F150 @ \$30,606; 2 – 2019 Ford F150 @ \$31,346each; 1 – 2020 Ford F150 @ \$29,125; and 1 – 2020 Ford Escape @ \$25,829. The total for purchase orders designated to Allan Vigil Ford is \$148,252. (ACCT # 506-04-3110/54-22210 = \$56,435, ACCT# 506-04-3410/54-22210 = \$62,692, & ACCT# 506-04-3540/54-22210 = \$29,125)

Alternatives: (1) Approve the request; (2) approve the request in part; (3) do not approve the request.

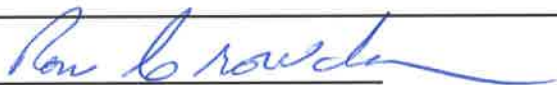
Recommendation: Approve the purchase of 4 - Ford F150s and 1 – Ford Escape for the Utilities Department.

Funds are Available in the Following Accounts: ACCT # 506-04-3110/54-22210 = \$56,435, ACCT# 506-04-3410/54-22210 = \$62,692, & ACCT# 506-04-3540/54-22210 = \$29,125

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: UTILITIES-ADMINISTRATION		Department Number 506-04-3110		Date: 12/17/2019	
Vehicle Description: 2001 FORD RANGER			Asset #:		F00145
Assigned Use: Used by the Engineering Survey Technician to survey/perform locates for new and existing projects.					
Actual Age: 19		Current miles: 120,879		Purchase Price: \$17,549.65	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 19	Miles or Hours 12	Type of Service 2	Reliability 2	Maint/Repair 3	Condition: 3
Evaluation Points 41			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is past its life expectancy in age. The trade-in value is \$1,039 - \$1,596 on KBB (Kelly Blue Book). This vehicle has 79 work orders with a total of \$15,054.34 in repairs. Recommend this vehicle be replaced.					
					
Ron Crowden Fleet Manager					
Replacement Date: 2020			Fiscal Year Replacement: 2020		
Estimated Replacement Cost: \$30,606.00			Funding Source: 506-04-3110/54-22210		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		

AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: UTILITIES-ADMINISTRATION		Department Number 506-04-3110		Date: 12/17/2019	
Vehicle Description: 2001 FORD RANGER			Asset #:	F00146	
Assigned Use: Used by Engineering Manager to transport employees and inspect various project sites.					
Actual Age: 19		Current miles: 124,107		Purchase Price: \$17,549.65	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 19	Miles or Hours 12	Type of Service 2	Reliability 2	Maint/Repair 3	Condition: 3
Evaluation Points 41			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is past its life expectancy in age. The trade-in value is \$969 - \$1,526 on KBB (Kelly Blue Book). This vehicle has 71 work orders with a total of \$10,739.74 in repairs. Recommend this vehicle be replaced.					
					
Ron Crowden Fleet Manager					
Replacement Date: 2020			Fiscal Year Replacement: 2020		
Estimated Replacement Cost: \$25,829.00			Funding Source: 506-04-3110/54-22210		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		

AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: UTILITIES-MAX HICKS PLANT		Department Number 506-04-3540		Date: 12/17/2019	
Vehicle Description: 2005 FORD F150			Asset #: 205069		
Assigned Use: Used by the Plant Manager to maintain four water plants and oversee twelve operators					
Actual Age: 14		Current miles: 134,139		Purchase Price: \$17,530.25	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 14	Miles or Hours 13	Type of Service 2	Reliability 2	Maint/Repair 3	Condition: 3
Evaluation Points 37			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is past its life expectancy in age and mileage. The trade-in value is \$1,039 - \$1,596 on KBB (Kelly Blue Book). This vehicle has 25 work orders with a total of \$6,510.95 in repairs. Recommend this vehicle be replaced.					
					
Ron Crowden Fleet Manager					
Replacement Date: 2020			Fiscal Year Replacement: 2020		
Estimated Replacement Cost: \$29,125.00			Funding Source: 506-04-3540/54-22210		

RANGES

Under 18 Points	Excellent	18 to 22 Points	Good
23 to 27 Points	Qualifies for Replacement		
28 Points or more	Needs immediate consideration for replacement		

FOR ALL DEPARTMENTS- Pickup Truck 6500 GVWR-BIDS OPENED 10/08/2019 @ 11:00**Department:** Utilities-Engineering/Admin**Funds:** 506-04-3110/54-22210**BID 19-280****Year****Brand****Model****Delivery Date****Base Price 5.01**

Allan Vigil Ford	Gerald Jones
2020	\$ 2,020.00
Ford	Ford
F150	F150
90-120 DAYS	90-DAYS ARO
\$ 19,550.00	\$ 19,948.76
	\$ 21,157.76

THRU 11/30/2019

AFTER 11/30/2019

- 6.01** 5.0L V8 Flex Fuel engine
6.06 Super Cab (6.5 ft. bed)
6.08 4X4 Option (all models)
6.09 Skid Plates
6.13 Tilt/Cruise
6.14 Cab Steps (black)
6.16 Power Windows/locks/mirrors
6.36 Spray Bed Liner
6.43 Delivery Fee
7.03 Tool Box
7.08 Window Tint, ext cab
7.14 County Emergency Package
 Extra Key

\$ 1,836.00	\$ 1,816.00
\$ 2,525.00	\$ 3,902.00
\$ 2,645.00	\$ 4,436.00
\$ 155.00	\$ 146.00
\$ 215.00	\$ 205.00
\$ 262.00	\$ 228.00
\$ 1,088.00	\$ 883.00
\$ 375.00	\$ 400.00
\$ 150.00	\$ 50.00
\$ 500.00	\$ 500.00
\$ 185.00	\$ 180.00
\$ 895.00	\$ 898.00
\$ 225.00	\$ 58.24

OPTIONS TOTAL

\$ 11,056.00	\$ 13,702.24
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BASE PRICE:

\$ 19,550.00	\$ 21,157.76
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TOTAL FOR OPTIONS AND BASE PRICE

\$ 30,606.00	\$ 34,860.00
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2018 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

3.3L V6 flex fuel engine
 6 speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
5.01 Power Steering/ABS Brakes
 Rear View back up camera
 Vynyl 40/20/40 Bench seat
 Rubber Floor Covering
 Full Size Spare/Step bumper
 Auto Lamp Headlights
 Short Bed (6.5 ft.)
 6500 GVWR
 P245/70RX17 Tires
 Rain Sensing wipers

EXT COLOR:**OXFORD WHITE****INT COLOR:****GREY/DARK**

FOR ALL DEPARTMENTS- Pickup Truck 6500 GVWR-BIDS OPENED 10/08/2019 @ 11:00**Department:** Utilities-Construction & Maintenance**Funds:** 506-04-3410/54-22210**BID 19-280****Year****Brand****Model****Delivery Date****Base Price 5.01**

Allan Vigil Ford	Gerald Jones
2020	\$ 2,020.00
Ford	Ford
F150	F150
90-120 DAYS	90-DAYS ARO
\$ 19,550.00	\$ 19,948.76

THRU 11/30/2019

\$ 21,157.76 AFTER 11/30/2019

- 6.01** 5.0L V8 Flex Fuel engine
6.06 Super Cab (6.5 ft. bed)
6.08 4X4 Option (all models)
6.09 Skid Plates
6.13 Tilt/Cruise
6.14 Cab Steps (black)
6.16 Power Windows/locks/mirrors
6.19 Trailer Tow Package
6.36 Spray Bed Liner
6.43 Delivery Fee
7.03 Tool Box
7.04 Trailer Hitch
7.05 Trailer Wiring
7.06 Trailer Ball
7.08 Window Tint, ext cab
7.14 County Emergency Package
 Extra Key

\$ 1,836.00	\$ 1,816.00
\$ 2,525.00	\$ 3,902.00
\$ 2,645.00	\$ 4,436.00
\$ 155.00	\$ 146.00
\$ 215.00	\$ 205.00
\$ 262.00	\$ 228.00
\$ 1,088.00	\$ 883.00
\$ 555.00	\$ 542.00
\$ 375.00	\$ 400.00
\$ 150.00	\$ 50.00
\$ 500.00	\$ 500.00
\$ 150.00	\$ 170.00
See 6.19-6.20	\$ 40.00
\$ 35.00	\$ 30.00
\$ 185.00	\$ 180.00
\$ 895.00	\$ 898.00
\$ 225.00	\$ 58.24

OPTIONS TOTAL	\$ 11,796.00	\$ 14,484.24
BASE PRICE:	\$ 19,550.00	\$ 21,157.76

TOTAL FOR OPTIONS AND BASE PRICE	\$ 31,346.00	\$ 35,642.00
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2018 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

- 5.01** 3.3L V6 flex fuel engine
 6 speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear View back up camera
 Vynyl 40/20/40 Bench seat
 Rubber Floor Covering
 Full Size Spare/Step bumper
 Auto Lamp Headlights
 Short Bed (6.5 ft.)
 6500 GVWR
 P245/70RX17 Tires
 Rain Sensing wipers

EXT COLOR:
OXFORD WHITE

INT COLOR:
GREY/DARK

FOR ALL DEPARTMENTS- Pickup Truck 6500 GVWR-BIDS OPENED 10/08/2019 @ 11:00**Department: Utilites-Max Hicks Filter Plant****Funds: 506-04-3540/54-22210****BID 19-280**

Year
Brand
Model
Delivery Date
Base Price 5.01

Allan Vigil Ford	Gerald Jones
2020	\$ 2,020.00
Ford	Ford
F150	F150
90-120 DAYS	90-DAYS ARO
\$ 19,550.00	\$ 19,948.76 THRU 11/30/2019
	\$ 21,157.76 AFTER 11/30/2019

6.06 Super Cab (6.5 ft. bed)
6.08 4X4 Option (all models)
6.09 Skid Plates
6.13 Tilt/Cruise
6.14 Cab Steps (black)
6.16 Power Windows/locks/mirrors
6.34 Tailgate Step
6.36 Spray Bed Liner
6.43 Delivery Fee
7.03 Tool Box
7.08 Window Tint, ext cab
7.14 County Emergency Package
 Extra Key

\$ 2,525.00	\$ 3,902.00
\$ 2,645.00	\$ 4,436.00
\$ 155.00	\$ 146.00
\$ 215.00	\$ 205.00
\$ 262.00	\$ 228.00
\$ 1,088.00	\$ 883.00
\$ 355.00	\$ 341.00
\$ 375.00	\$ 400.00
\$ 150.00	\$ 50.00
\$ 500.00	\$ 500.00
\$ 185.00	\$ 180.00
\$ 895.00	\$ 898.00
\$ 225.00	\$ 58.24

OPTIONS TOTAL	\$ 9,575.00	\$ 12,227.24
BASE PRICE:	\$ 19,550.00	\$ 21,157.76

TOTAL FOR OPTIONS AND BASE PRICE	\$ 29,125.00	\$ 33,385.00
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2018 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

5.01 3.3L V6 flex fuel engine
 6 speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear View back up camera
 Vynyl 40/20/40 Bench seat
 Rubber Floor Covering
 Full Size Spare/Step bumper
 Auto Lamp Headlights
 Short Bed (6.5 ft.)
 6500 GVWR
 P245/70RX17 Tires
 Rain Sensing wipers

EXT COLOR:
OXFORD WHITE
INT COLOR:
GREY/DARK

FOR ALL DEPARTMENTS- 2020 Compact SUV-BIDS OPENED 9/6/19 @ 11:00

Department: Utilities-Engineering/Admin

Funds: 506-04-3110/54-22210

BID 19-275

Year

Brand

Model

Delivery Date

Allan Vigil Ford	Master Buick GMC
2020	2020
Ford	GMC
Escape	Terrain
90-120days	6-8weeks ARO
\$ 20,825.00	\$ 27,642.00

5.01 2020 Compact SUV, 4-Door

6.01 4X4 Drivetrain

6.02 Cargo Mat Area

6.05 All Weather Mats

6.06 Reverse Sensing

6.14 Delivery Fee per Vehicle

\$ 2,950.00	\$ 1,600.00
\$ 88.00	\$ 172.00
\$ 120.00	\$ 200.00
\$ 238.00	N/A
\$ 150.00	\$ -

7.7 County Emergency Equipment Package

\$ 1,458.00	\$ -
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OPTIONS TOTAL \$ 5,004.00 \$ 1,972.00

TOTAL FOR OPTIONS AND BASE PRICE **\$ 25,829.00** **\$ 29,614.00**

*Bid Item 19-275 Information***Invitation to Bid**

Sealed bids will be received at this office until **Friday, September 6, 2019 @ 11:00 a.m.** for furnishing for **Augusta, GA Central Services Department - Fleet Maintenance**

Bid Item #19-272 2019/2020 Truck, Dump Trash Body Type, 26,000 GVWR – Non CDL

Bid Item #19-275 2020 Compact Sport Utility Vehicle

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 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, August 23, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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 placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 1, 8, 15, 22, 2019
Metro Courier August 1, 2019

UNOFFICIAL

 Bid Opening Bid Item #19-275 - 2020 Compact Sport Utility Vehicle for Augusta, Georgia- Central Services Department- Fleet Maintenance Division Bid Due: Friday, September 6, 2019 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 20 Total Number Specifications Download (Demandstar): 0 Total Electronic Notifications (Demandstar): 18 Georgia Procurement Registry: 61 Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2 Total Non-Compliant: 0		
VENDORS	ALLEN VIGIL FORD 6790 MOUNT ZION BLVD MORROW, GA 30260	MASTER BUICK GMC, INC 3710 WRIGHTSBORO RD AUGUSTA, GA 30907
Attachment B	YES	YES
E-Verify Number	94460	665555
SAVE Form	Yes	Yes
VEHICLE/OPTIONS REQUIRED		
5.01 2020 Compact Sport Utility Vehicle, 4-Door	\$20,825.00	\$27,642.00
6.00 MANUFACTURER OPTIONS:		
6.01 4X4 Drivetrain	\$2,950.00	\$1,600.00
6.02 Cargo Mat area	\$88.00	\$172.00
6.03 Splash Guards	\$205.00	\$159.00
6.04 Daytime Running Lights	\$42.00	Included
6.05 All Weather Floor Mats	\$120.00	\$200.00
6.06 Reverse Sensing	\$238.00	N/A
6.07 Cargo Shade	\$130.00	N/A
6.08 Aluminum Wheels	\$575.00	N/A
6.09 Privacy Glass	\$269.00	\$100.00
6.10 SE Package	\$3,030.00	N/A
6.11 SE 4X4 Package	\$3,650.00	N/A
6.12 Exterior Color Not Included in Base Price Color	\$380.00	\$0.00
6.13 Exterior Color Not Included in Base Price Color	N/A	\$0.00

UNOFFICIAL

		
Bid Opening Bid Item #19-275 - 2020 Compact Sport Utility Vehicle for Augusta, Georgia- Central Services Department- Fleet Maintenance Division Bid Due: Friday, September 6, 2019 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 20 Total Number Specifications Download (Demandstar): 0 Total Electronic Notifications (Demandstar): 18 Georgia Procurement Registry: 61 Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2 Total Non-Compliant: 0		
VENDORS	ALLEN VIGIL FORD 6790 MOUNT ZION BLVD MORROW, GA 30260	MASTER BUICK GMC, INC 3710 WRIGHTSBORO RD AUGUSTA, GA 30907
6.14 Delivery Fee per Vehicle	\$150.00	\$0.00

UNOFFICIAL

 Bid Opening Bid Item #19-275 - 2020 Compact Sport Utility Vehicle for Augusta, Georgia- Central Services Department- Fleet Maintenance Division Bid Due: Friday, September 6, 2019 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 20 Total Number Specifications Download (Demandstar): 0 Total Electronic Notifications (Demandstar): 18 Georgia Procurement Registry: 61 Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2 Total Non-Compliant: 0		
VENDORS	ALLEN VIGIL FORD 6790 MOUNT ZION BLVD MORROW, GA 30260	MASTER BUICK GMC, INC 3710 WRIGHTSBORO RD AUGUSTA, GA 30907
7.00 OUTFITTER'S SPECIALTY ITEMS		
7.1 Fire Extinguisher	\$65.00	No Bid
7.2 Outlet Receptacle	\$75.00	No Bid
7.3 Trailer Hitch	N/A	No Bid
7.4 Trailer Wiring	N/A	No Bid
7.5 Trailer Ball	N/A	No Bid
7.6 Window Tint	\$210.00	No Bid
7.7 County Emergency Equipment Package	\$1,458.00	No Bid
7.8 Administrative Public Safety Package	\$1,813.00	No Bid
2020 COMPACT Sports Utility Vehicle		
YEAR	2020	2020
MAKE	Ford	GMC
MODEL	Escape S	Terrain
APPROXIMATE DELIVERY TIME	90-120 Days ARO	6-8 weeks ARO



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

THRU:  Takiyah A. Douse, Director, Central Services Department

FROM: Ron Crowden, Fleet Manager, Central Services Department 

DATE: September 16, 2019

SUBJECT: Recommendation for Bid #19-275 2020 Compact SUV

Bid# 19-275 is recommended for award to Allan Vigil Ford of Dallas, Georgia. The vendor's proposal met the requirements of the bid and has the lowest bid on all items.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or have any questions please call 706-821-2892.

RGC/kb

FOR ALL DEPARTMENTS- 2020 Compact SUV-BIDS OPENED 9/6/19 @ 11:00
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BID 19-276

Year

Brand

Model

Delivery Date

Allan Vigil Ford	Master Buick GMC
2020	2020
Ford	GMC
Escape	Terrain
90-120days	6-8weeks ARO
\$ 20,825.00	\$ 27,642.00

6.01 2020 Compact SUV, 4-Door

6.01 4X4 Drivetrain
 6.02 Cargo Mat Area
 6.03 Splash Guards
 6.04 Daytime Running Lights
 6.05 All Weather Mats
 6.06 Reverse Sensing
 6.07 Cargo Shade
 6.08 Aluminum Wheels
 6.09 Privacy Glass
 6.10 SE Package
 6.11 SE 4X4 Package
 6.12 Exterior Color Not Included in Base Price Color
 6.13 Exterior Color Not Included in Base Price Color
 6.14 Delivery Fee per Vehicle

\$ 2,950.00	\$ 1,600.00
\$ 88.00	\$ 172.00
\$ 205.00	\$ 159.00
\$ 42.00	Included
\$ 120.00	\$ 200.00
\$ 238.00	N/A
\$ 130.00	N/A
\$ 575.00	N/A
\$ 269.00	\$ 100.00
\$ 3,030.00	N/A
\$ 3,650.00	N/A
\$ 380.00	\$ -
N/A	\$ -
\$ 150.00	\$ -

7.10 Fire Extinguisher
 7.2 Outlet Receptacle
 7.3 Trailer Hitch
 7.4 Trailer Wiring
 7.5 Trailer Ball
 7.6 Window Tint
 7.7 County Emergency Equipment Package
 7.8 Administrative Public Safety Package

\$ 65.00	\$ -
\$ 75.00	\$ -
N/A	\$ -
N/A	\$ -
N/A	\$ -
\$ 210.00	\$ -
\$ 1,458.00	\$ -
\$ 1,813.00	\$ -

OPTIONS TOTAL

TOTAL FOR OPTIONS AND BASE PRICE \$ - \$ -

Planholders List - DemandStar

Page 1 of 1

User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

Logout

[My DemandStar](#)[Buyers](#)[Account Info](#)[FAQs](#)[Log Bid](#)[\[View Bids\]](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-19-275-0-2019/nw**Bid Name** 2020 Compact Sport Utility Vehicle

1 Document(s) found for this bid

Your search returned no results.

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Item # 1



5160

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MACOLM CUNNINGHAM CHEVROLET
ATTN: FLEET MANAGER
2031 GORDON HIGHWAY
AUGUSTA, GA 30909

FIVE STAR C/DODGE/JEEP
ATTN: CLARK LAMBERT
3068 RIVERSIDE DRIVE
MACON, GA 31210

JACKY JONES FORD, INC
ATTN: CLINT LAPRADE
P O BOX 1080 HWY 129S
CLEVELAND, GA 30528

HARDY FORD/MERCURY
ATTN: STEVE CANUP
4333 CHARLES HARDY PKWY
DALLAS, GA 30132

THOMSON CHRYSLER
ATTN: MAC MCALLISTER
2158 WASHINGTON ROAD
THOMSON, GA 30824

LEGACY FORD MERCURY, INC.
ATTN: BENNIE WALDROP
413 INDUSTRIAL BLVD
P.O. BOX 248
MCDONOUGH, GA 30253

FAIRWAY FORD OF AUGUSTA
ATTN: BRIAN STEWART
4333 WASHINGTON ROAD
EVANS, GA 30809

ALLAN VIGIL FORD
ATTN: BOB BURTNER
6790 MT. ZION BLVD.
P.O. BOX 100001
MORROW, GA 30260

ALLAN VIGIL FORD
6790 MT. ZION BLVD
P.O. BOX 100001
MORROW, GA 30260

AKINS FORD/DODGE/JEEP
ATTN: ROZ ICENHOUR
220 WEST MAY STREET
WINDER, GA 30680

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

WADE FORD GOVERNMENT SALES
ATTN: JACK EASTLAND
3860 SOUTH COBB DRIVE SE
SMYRNA, GA 30080

LOVE CHEVROLET
ATTN: DON WEAVER
P.O. BOX 8387
COLUMBIA, SC 29033

GERALD JONES FORD
ATTN: TROY SNOW
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30909

CARL BLACK BUICK-GMC
ATTN: ROBERT M. KLEPAK
1110 ROBERTS BLVD
KENNESAW, GA 30144

MILTON MARTIN HONDA
2420 BROWNS BRIDGE RD
GAINESVILLE, GA 30504

BRANNEN MOTOR CO.
ATTN: BOBBY REED
P. O. BOX 746
UNEDILLA, GA 31091

MASTERS OF AUGUSTA - GMC
ATTN: BUICK- FRANK WARD
ATTN: GMC - BERNARD HUGHES
3710 WASHINGTON ROAD
MARTINEZ, GA 30907

Master Buick GMC, Inc.
3710 Wrightsboro Rd.
Augusta, GA 30907

RON CROWDEN
FLEET MANAGEMENT

TREZA EDWARDS
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES

BID ITEM 19-275
2019/2020 COMPACT SUV
FOR AUGUSTA-CENTRAL SERVICES
DEPT.-FLEET MANAGEMENT DIVISION
BID DUE: FRI. 9/16/19 @ 11:00 A.M.

BID ITEM 19-275
2019/2020 COMPACT SUV
FOR AUGUSTA-CENTRAL SERVICES
DEPT.-FLEET MANAGEMENT DIVISION
BID Mailed: 8/1/19

Page 1 of 1

Item # 1

Étiquettes d'adresse Easy Peel®

Allez à avery.ca/gabarits

PR_bid_email_list

Page 4 of 4

452819260	lonni cobb ford llc 2019-08-02	lcag.fleet@gmail.com blackstock, steven	N	NOM
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ETHNIC GROUP	COUNT
African American	14
Asian American	0
Native American	0
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	47
Not Classified	0
Total Number of Vendors	61
Total Number of Contacts	96

PR_bld_email_list

Bid 19-275

Georgia Procurement Registry Vendor Summary

Item # 1

Bid Item 19-280 Information

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, October 8, 2019 @ 11:00 a.m.** for furnishing for **Augusta, GA Central Services Department - Fleet Maintenance**

Bid Item #19-280 **2020 650GVWR Pickup Truck**
Bid Item #19-281 **2019/2020 15 Passenger Van**

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may 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, September 20, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

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

GERI A. SAMs, Procurement Director

Publish:

Augusta Chronicle August 29, September 5, 12, 19, 2019
 Metro Courier August 29, 2019

OFFICIAL

 Bid Opening - Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil Ford Lincoln, Inc. 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
Attachment B	Yes	Non-Compliant Not Notarized	Yes
E-Verify Number	94460	665555	933751
SAVE Form	Yes	Non-Compliant Not Notarized	Yes
2020 6500GVWR Pickup Truck:			
Year	2020	2020	2020
Make	Ford	GMC	Ford
Model	F150	Sierra	F150
Approximate Delivery Schedule	90-120 days		90 days from award
5.00 Vehicle/Optionals Required:			
5.01 2020 Pickup Truck (1/2 ton)	\$19,550.00	27,563.00	* \$19,948.76
6.00 Manufacturer options:			
6.01 5.0L V8 Flex Fuel Engine - 995	\$1,836.00	1,395.00	1,816.00
6.02 3.5L V6 EcoBoost Engine – 99G	\$2,388.00	N/A	* \$2,362.00
6.03 2.7L V6 EcoBoost – 99P	\$916.00	N/A	906.00
6.04 Long Bed (8ft)	\$285.00	N/A	287.00
6.05 Extended range fuel tank	\$410.00	N/A	N/A
6.06 Super Cab (6.5ft bed)	\$2,525.00	3,900.00	3,902.00
6.07 Super Cab (8ft bed)	\$3,690.00	N/A	N/A
6.08 4X4 Option (All Models)	\$2,645.00	5,600.00	* \$4,436.00
6.09 Skid Plates	\$155.00	150.00	146.00
6.10 Crew Cab XL SWB	\$4,920.00	6,300.00	6,247.00

Item # 1

OFFICIAL

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VENDORS	Allan Vigil Ford Lincoln, Inc. 6790 Mount Zion Blvd Morrw, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.11 Crew Cab XL LWB	\$5,850.00	6,600.00	N/A
6.12 Limited Slip Axle	\$525.00	395.00	519.00
6.13 Tilt / Cruise	\$215.00	\$1,285.00 *PK	205.00
6.14 Cab Steps	\$262.00	795.00	228.00
6.15 Daytime Running Lights	\$42.00	N/C	41.00
6.16 Power Windows/Locks/Mirrors	\$1,088.00	*PK	883.00
6.17 Power Seat	\$345.00	N/A	319.00
6.18 Class IV Hitch (w/o tow pkg) – 53B	\$100.00	N/A	137.00
6.19 Trailer Tow Pkg	\$555.00	395.00	542.00
6.20 Trailer Tow Pkg (w/101A pkg)	\$916.00	N/A	906.00
6.21 Tow Mirrors w/ spotlights	\$495.00	345.00	360.00
6.22 XL w/Power W-L-M, SYNC, AM/FM/CD, Cruise Control	\$2,075.00	N/A	2,074.00
6.23 Cruise Control & SYNC	\$795.00	N/A	588.00
6.24 40-20-40 Cloth Split Bench	N/C	N/C	N/C
6.25 Cloth Buckets w/Console	* \$275.00	N/A	* \$295.00
6.26 Electric Brake Controller	\$265.00	275.00	250.00
6.27 Fog Lights	\$135.00	N/A	127.00
6.28 Carpet w/Mats	\$140.00	N/A	132.00
6.29 XL SSV Package	\$49.00	N/A	* \$46.00
6.30 XLT Package –	\$4,763.00	N/A	5,055.00
6.31 Rear winjdow defroster & Bumpers	\$305.00	N/A	360.00

Item # 1

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VENDORS	Allan Vigil Ford Lincoln, Inc. 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.32 Aluminum Wheels & Bumpers – 86A	\$740.00	4,900.00	705.00
6.33 Box Side Steps	\$305.00	N/A	296.00
6.34 Tailgate Step	\$355.00	N/C	341.00
6.35 Reverse Sensing	\$255.00	N/A	250.00
6.36 Spray-In Bedliner	\$375.00	545.00	400.00
6.37 Exterior Color Not Included in Base Price Color: _____	\$720.00	195.00	N/C
6.38 Exterior Color Not Included in Base Price Color: _____	N/A	495.00	N/C
6.39 Exterior Color Not Included in Base Price Color: _____	N/A	N/A	N/C

Item # 1

OFFICIAL

 Bid Opening - Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m.			
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VENDORS	Allan Vigil Ford Lincoln, Inc. 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.40 Interior Color Not Included in Base Price Color:	N/A	N/A	N/C
6.41 Interior Color Not Included in Base Price Color:	N/A	N/A	N/C
6.42 Interior Color Not Included in Base Price Color:	N/A	N/A	N/C
6.43 Delivery Fee per Vehicle	\$150.00	N/A	50.00
7.00 Outfitter's Specialty Items:			
7.01 Fire extinguisher	\$65.00	No Bid	55.00
7.02 Outlet receptacle	\$75.00	No Bid	65.00
7.03 Toolbox	\$500.00	No Bid	500.00
7.04 Trailer hitch	* \$150.00	No Bid	170.00
7.05 Trailer wiring	* SEE 6.19/6.20	No Bid	40.00
7.06 Trailer ball	\$35.00	No Bid	30.00
7.07 Window tint, regular cab	\$175.00	No Bid	170.00
7.08 Window tint, extended cab	\$185.00	No Bid	180.00
7.09 Window tint, crew cab	\$195.00	No Bid	185.00
7.10 Add on step	\$185.00	No Bid	228.00
7.11 Backup alarm	\$80.00	No Bid	70.00
7.12 Drill Free Light Bar Cab Mount	\$750.00	No Bid	743.00
7.13 LED top mount light	\$625.00	No Bid	618.00
7.14 County Emergency Equipment Package	\$895.00	No Bid	898.00 Item # 1

OFFICIAL

 Bid Opening - Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m.			
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VENDORS	Allan Vigil Ford Lincoln, Inc. 6790 Mount Zion Blvd Morrew, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
7.15 Fire Emergency Equipment Package	\$1,958.00	No Bid	1,968.00
	* Exceptions Noted	Exceptions Noted	* Exceptions Noted

Item # 1



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
THROUGH: Takiyah A. Douse, Director, Central Services Department
FROM: Ron Crowden, Fleet Manager, Central Services Department 
DATE: October 16, 2019
SUBJECT: Recommendation for Bid #19-280 – 2020 6500GVWR Pick-Up

Bid #19-280 is recommended for award based on the requirements and options needed by various departments, divisions and positions. The following recommendations are to purchase five trucks for the Planning and Development and two trucks for the Fire department.

Gerald Jones:

- 1 - Regular Cab with required options for Fire - \$22,854.76
- 5 - Regular Cab with required options for Planning and Development - \$23,565 (LVO)

Allan Vigil:

- 1 - Super Cab with required options for Fire - \$25,760.00

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RGC/kb

FOR ALL DEPARTMENTS- Pickup Truck 6500 GVWR-BIDS OPENED 10/08/2019 @ 11:00

Funds:

Department:

BID 19-280

Year

Brand

Model

Delivery Date

Base Price 5.01

MASTER BUICK GMC	Allan Vigil Ford	Gerald Jones
2020	2020	\$ 2,020.00
GMC	Ford	Ford
SIERRA	F150	F150
NON COMPLIANT	90-120 DAYS	90-DAYS ARO
	\$ 19,550.00	\$ 19,948.76

THRU 11/30/2019

6.13 Tilt/Cruise
 6.14 Cab Steps (black)
 6.16 Power Windows/locks/mirrors
 6.34 Tailgate Step
 6.36 Spray Bed Liner
 6.43 Delivery Fee
 7.03 Tool Box
 7.07 Window Tint, reg cab
 7.14 County Emergency Package

	\$ 215.00	\$ 205.00
	\$ 262.00	\$ 228.00
	\$ 1,088.00	\$ 883.00
	\$ 355.00	\$ 341.00
	\$ 375.00	\$ 400.00
	\$ 150.00	\$ 50.00
	\$ 500.00	\$ 500.00
	\$ 175.00	\$ 170.00
	\$ 895.00	\$ 898.00

OPTIONS TOTAL
 BASE PRICE:

	\$ 4,015.00	\$ 3,675.00
	\$ 19,550.00	\$ 19,948.76

TOTAL FOR OPTIONS AND BASE PRICE

Non-Compliant	\$ 23,565.00	\$ 23,623.76
	\$ 23,565.00	\$ 23,565.00

LVO MATCH

2018 Ford F-150 (1/2 ton)
 Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

3.3L V6 flex fuel engine
 6 speed Automatic Transmission
 Factory Installed A/C
 AM-FM Radio
 Solar Tinted Glass
 Power Steering/ABS Brakes
 Rear View back up camera
 Vynyl 40/20/40 Bench seat
 Rubber Floor Covering
 Full Size Spare/Step bumper
 Auto Lamp Headlights
 Short Bed (6.5 ft.)
 6500 GVWR
 P245/70RX17 Tires
 Rain Sensing wipers

5.01

EXT COLOR:

INT COLOR:

Item # 1

FOR ALL DEPARTMENTS- Pickup Truck 6500 GWR-BIDS OPENED 10/08/2019 @ 11:00

Department:

Funds:

BID 19-280

Year

Brand

Model

Delivery Date

Base Price 5.01

MASTER BUICK GMC	Allan Vigil Ford	Gerald Jones
2020	2020	\$ 2,020.00
GMC	Ford	Ford
SIERRA	F150	F150
NON COMPLIANT	90-120 DAYS	90-DAYS ARO
	\$ 19,550.00	\$ 19,948.76

6.19 Trailer Tow Package

6.22 XL w/power W-L-M SYNC

6.37 AM/FM/CD, & Cruise Control

6.43 Exterior Color Not included in Base Price

7.04 Delivery Fee

7.05 Trailer Hitch

7.06 Trailer Wiring

Trailer Ball

	\$ 555.00	\$ 542.00
	\$ 2,075.00	\$ 2,074.00
	\$ 720.00	No Charge
	\$ 150.00	\$ 50.00
	\$ 150.00	\$ 170.00
	See 6.19-6.20	\$ 40.00
	\$ 35.00	\$ 30.00

OPTIONS TOTAL
BASE PRICE:

	\$ 3,685.00	\$ 2,906.00
	\$ 19,550.00	\$ 19,948.76

TOTAL FOR OPTIONS AND BASE PRICE

Non-Compliant	\$ 23,235.00	\$ 22,854.76
---------------	--------------	--------------

2018 Ford F-150 (1/2 ton)

Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

3.3L V6 flex fuel engine

6 speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear View back up camera

Vynyl 40/20/40 Bench seat

Rubber Floor Covering

Full Size Spare/Step bumper

Auto Lamp Headlights

Short Bed (6.5 ft.)

6500 GWR

P245/70RX17 Tires

Rain Sensing wipers

EXT COLOR:

INT COLOR:

Item # 1

Department: **FOR ALL DEPARTMENTS- Pickup Truck 6500 GVWR-BIDS OPENED 10/08/2019 @ 11:00** Funds:

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 6.01

MASTER BUICK GMC	Allan Vigil Ford	Gerald Jones
2020	2020	\$ 2,020.00
GMC	Ford	Ford
SIERRA	F150	F150
NON COMPLIANT	90-120 DAYS	90-DAYS ARO
	\$ 19,550.00	\$ 19,948.76

	\$ 2,525.00	\$ 3,902.00
	\$ 555.00	\$ 542.00
	\$ 2,075.00	\$ 2,074.00
	\$ 720.00	No Charge
	\$ 150.00	\$ 50.00
	\$ 150.00	\$ 170.00
	See 6.19-6.20	\$ 40.00
	\$ 35.00	\$ 30.00

6.06 Super Cab (6.5 ft. bed)
6.19 Trailer Tow Package
6.22 XL w/power W-L-M SYNC
AM/FM/CD, & Cruise Control
6.37 Exterior Color Not included in Base Price
6.43 Delivery Fee
7.04 Trailer Hitch
7.05 Trailer Wiring
7.06 Trailer Ball

OPTIONS TOTAL
BASE PRICE:

	\$ 6,210.00	\$ 6,808.00
	\$ 19,550.00	\$ 19,948.76

TOTAL FOR OPTIONS AND BASE PRICE Non-Compliant \$ 25,760.00 \$ 26,756.76

EXT COLOR:

INT COLOR:

2018 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

3.3L V6 flex fuel engine
6 speed Automatic Transmission
Factory Installed A/C
AM-FM Radio
Solar Tinted Glass
Power Steering/ABS Brakes
Rear View back up camera
Vynyl 40/20/40 Bench seat
Rubber Floor Covering
Full Size Spare/Step bumper
Auto Lamp Headlights
Short Bed (6.5 ft.)
6500 GVWR
P245/70R17 Tires
Rain Sensing wipers

Planholders List - DemandStar

Page 1 of 1

User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

Logout



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Buyers

Account Info

FAQs

Log Bid

[View Bids]

View Quotes

Supplier Search

Build Broadcast List

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-19-280-0-2019/nw

Bid Name 2020 6500GVWR Pickup Truck

1 Document(s) found for this bid

2 Planholder(s) found.

Add Planholder

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
A4 Autos Inc.	7063643595		1			Documents
Dodge Data	4133767032		1			Documents

Page 1 of 1

Format for Printing **No**

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Item # 1

MACOLM CUNNINGHAM CHEVROLET
ATTN: FLEET MANAGER
2031 GORDON HIGHWAY
AUGUSTA, GA 30909

HARDY FORD / MERCURY
1249 CHARLES HARDY PKWY
DALLAS, GA 30132

ALAN JAY AUTOMOTIVE NETWORK
ATTN: MATT FORTE
1896 BLUEBONNET WAY
FLEMING ISLAND, FL 33870

HARDY FORD/MERCURY
ATTN: STEVE CANUP
1249 CHARLES HARDY PKWY
DALLAS, GA 30132

THOMSON CHRYSLER DODGE JEEP
ATTN: MAC MCALLISTER
2158 WASHINGTON ROAD
THOMSON, GA 30824
RETURNED MAIL

LEGACY FORD MERCURY, INC.
ATTN: BENNIE WALDROP
413 INDUSTRIAL BLVD
P.O. BOX 248
MCDONOUGH, GA 30253

FAIRWAY FORD OF AUGUSTA
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EVANS, GA 30809

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P.O. BOX 100001
MORROW, GA 30260

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

AKINS FORD CORP
ATTN: ROZ ICENHOUR
220 WEST MAY STREET
WINDER, GA 30680

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

WADE FORD GOVERNMENT SALES
ATTN: JACK EASTLAND/OR
JESSICA DAVIS
3860 SOUTH COBB DRIVE SE
SMYRNA, GA 30080

LOVE CHEVROLET
ATTN: DON WEAVER
P.O. BOX 8387
COLUMBIA, SC 29033

GERALD JONES FORD
ATTN: FLEET SALES
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

CARL BLACK BUICK-GMC
ATTN: ROBERT M. KLEPAK
1110 ROBERTS BLVD
KENNESAW, GA 30144

O.C. WELCH FORD-LINCOLN INC.
ATTN: LARRY WILLIAMS
4920 INDEPENDENCE BLVD.
HARDEEVILLE, SC 29927

BRANNEN MOTOR CO.
ATTN: BOBBY REED
P. O. BOX 746
UNEDILLA, GA 31091

MASTERS OF AUGUSTA – GMC
ATTN: BUICK– FRANK WARD
ATTN: GMC – BERNARD HUGHES
3710 WASHINGTON ROAD
MARTINEZ, GA 30907

BID ITEM# 19-215
2020 MIDSIZE SUV
FOR AUGUSTA-CENTRAL SERVICES DEPT-
FLEET MAINTENANCE DIVISION
BID DUE: TUESDAY 4/23/19 @ 11:00 A.M.

BID ITEM# 19-215
2020 MIDSIZE SUV
FOR AUGUSTA-CENTRAL SERVICES DEPT-
FLEET MAINTENANCE DIVISION
BID MAILED: 3/14/19

RON CROWDEN
FLEET MANAGEMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES

PR_bid_email_list

Page 4 of 4

472788464	Zs All American Hauling 2019-08-29	zamericanhauling@gmail.com Slatten, Dwight	Y	AFA
53251853	ogletrees hauling 2019-08-29	ogletrees Shawn@yahoo.com Ogletree, Shawn	N	NOM

ETHNIC GROUP	COUNT
African American	15
Asian American	0
Native American	0
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	49
Not Classified	0
Total Number of Vendors	64
Total Number of Contacts	97

PR bid_email_list

Item # 1

Oct. 15. 2019 11:38AM

Gerald Jones Ford

No. 7004 P. 1

OFFICIAL

Local Vendor Option #1 - Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m. +A1:E22			
VENDORS	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Lowest Non-Local Vendor	Accept or Decline
Year	2020	2020	Accept
Make	Ford	Ford	Accept
Model	F150	F150	Accept
Approximate Delivery Schedule	90 days from award	90-120 days	Accept
5.01 2020 Pickup Truck (1/2 ton)	19,948.76	\$19,550.00	Accept
6.13 TRT / Cruise	205.00	\$215.00	Accept
6.14 Cab Steps	228.00	\$262.00	Accept
6.16 Power Windows/Locks/Mirrors	885.00	\$1,088.00	Accept
6.94 Tailgate Step	341.00	\$355.00	Accept
6.96 Spray-In Bedliner	400.00	\$375.00	Accept
6.43 Delivery Fee per Vehicle	50.00	\$150.00	Accept
7.03 Toolbox	500.00	\$500.00	Accept
7.07 Window tint, regular cab	170.00	\$175.00	Accept
7.14 County Emergency Equipment Package	898.00	\$895.00	Accept
	23,623.76	23,565.00	☒ Yes ☐ No

Please indicate if you wish to match the bid of the lowest non-local bidder by selecting the appropriate box to the right of the total amount. Please sign, date and return this form no later than 4:30 p.m. on Tuesday, October 15, 2019.

Sign: T. Benford Date: 10/14/19



**Administrative Services Committee Meeting
1/14/2020 1:20 PM
2020 Airport Passenger Van**

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: Motion to approve the purchase of one 2020 Ford Transport Van for the Augusta Regional Airport for \$37,091. Bid Item 19-281

Background: The Augusta Regional Airport is requesting the purchase of one 15-Passenger Van to accommodate passenger and crew members traveling through the General Aviation Facility. The current airport shuttle became inoperable in mid-2018 and not repaired. The Augusta Regional Airport Commission has approved this purchase per the attached memorandum. The van will be purchased using GMA Lease.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for 2019/2020 15 Passenger Van (Bid #19-281). Invitations to Bid were sent to 18 vendors with two vendors responding. Bid tab sheets are attached for your review.

Financial Impact: 1- 2020 Ford T350 Van @ \$37,091. (GMA LEASE ACCT# 631-10-1110/54-99631)

Alternatives: (1) Approve the request; (2) Do not approve the request

Recommendation: Approve the purchase of one 15-Passenger Van at \$37,091 for the Augusta Regional Airport to be purchased using GMA Lease.

Funds are Available in the Following Accounts: (GMA LEASE ACCT# 631-10-1110/54-99631)

Cover Memo

Item # 2

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

FOR ALL DEPARTMENTS- 2019/2020 15 Passenger Van BIDS OPENED 10/8/19 @ 11:00

BID 19-281

Year

Brand

Model

Delivery Date

Wade Ford

2020

Ford

Transit

20-24 Weeks

5.02 15 Passenger Van with High Roof

\$ 36,598.00

6.01 Amber Emergency Light

\$ 493.00

TOTAL FOR OPTIONS AND BASE PRICE \$ 37,091.00

15-Passenger Van

Equipment included in base price:

Minimum 148 Inch Wheel Base
Medium Roof
Gasoline Engine
Automatic 6 Speed O/D transmission
Vinyl Seats
AM/FM Radio
Sliding Side Door
Vinyl Floor Covering
Running board, side door only
Air conditioning, front and rear
All Weather Floor Mats
White Exterior Color
3 Keys required

5.01

15-Passenger Van

Equipment included in base price:

Minimum 148 Inch Wheel Base
High Roof
Gasoline Engine
Automatic 6 Speed O/D transmission
Vinyl Seats
AM/FM Radio
Sliding Side Door
Vinyl Floor Covering
Running board, side door only
Air conditioning, front and rear
All Weather Floor Mats
White Exterior Color
3 Keys required

5.02



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

MEMORANDUM

Date: December 12, 2019

To: Ron Crowden, Fleet Manager

From: Herbert Judon, Executive Director *NLJ*

Re: **AIRPORT GMA LEASE PURCHASE- VAN**

On December 05, 2019, the Airport Aviation Commission approved the GMAC lease Purchase of a 2020 Ford Transit, 15 Passenger Van with High Top Roof using the County's annual bid contract. The Purchase price for the Van is \$37,091, which will be financed by GMAC Leasing, through their lease purchase option. During the 2019 budget planning process, the FBO was approved for the vehicle at \$40,000.00. 631101110-5499631 is the funding source.

Please feel free to contact me with any questions or concerns you may have.



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

DATE: December 5, 2019

STAFF RESOURCE: Kenneth L. Hinkle, Director of Aviation Services

PROJECT TITLE: Passenger Van Purchase Request.

ACTION REQUESTED:

Requesting approval of GMAC Lease Purchase, FBO VAN.

BACKGROUND:

Aircraft are parked in remote locations on the ramp and a large seating capacity vehicle is needed to accommodate passengers and crew members traveling through our General Aviation Facility. In mid-2018, the Airport shuttle that was used to provide this courtesy became inoperative and the decision to repair was not authorized. During the 2019 budget planning process, a request to include a vehicle for the FBO was approved for \$40,000.

ANALYSIS:

Airport Staff recommends approval to allow Fleet Management to order a 2020 Ford Transit, 15 Passenger Van with High Roof using the county's annual bid contract. The purchase price for the vehicle is \$37,091 (The vehicle will be financed through GMAC leasing through their lease purchase option.)

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, October 8, 2019 @ 11:00 a.m.** for furnishing for **Augusta, GA Central Services Department - Fleet Maintenance**

Bid Item #19-280 2020 6500GVWR Pickup Truck

Bid Item #19-281 2019/2020 15 Passenger Van

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 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, September 20, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. To be approved as a local bidder and receive bid preference an eligible bidder must submit a completed and signed written application to become a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project. An eligible bidder who fails to submit an application for approval as a local bidder at least thirty (30) days prior to the date bids are received on an eligible local project, and who otherwise meets the requirements for approval as a local bidder, will not be qualified for a bid preference on such eligible local project.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 29, September 5, 12, 19, 2019
Metro Courier August 29, 2019

 Bid Opening Bid Item #19-281 2019/2020 15 Passenger Van for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 1 Total Electronic Notifications (Demandstar): 19 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrw, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Wade Ford 3860 South Cobb Dr Smyrna, GA 30080
Attachment B	Yes	Non-Compliant Not Notarized	Yes
E-Verify Number	94460	665555	314470
SAVE Form	Yes	Non-Compliant Not Notarized	Yes
15 Passenger Van:			
Year	2020	2020	2020
Make	Ford	GMC	Ford
Model	Transit T350	Savana	Transit
Approximate Delivery Schedule	Feb-20		Est. 20-24 wks
5.00 Vehicle/Optionals Required:			
5.01 15 Passenger Van w/ Meduim Roof	\$35,891.00	\$33,796.00	\$35,328.00
5.02 15 Passenger Van w/ High Roof	\$38,173.00	No Bid	\$36,598.00
6.00 Outfitter Specialty Items Installed:			
6.01 Amber Emergency Light	\$650.00	No Bid	\$493.00
	Exceptions	Exceptions	



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

THRU: Takiyah A. Douse, Director, Central Services Department

FROM: Ron Crowden, Fleet Manager, Central Services Department *Ron Crowden*

DATE: October 14, 2019

SUBJECT: Recommendation for Bid #19-281 – 2019/2020 15 Passenger Van

Bid #19-281 is recommended for award to Wade Ford of Smyrna, GA. The vendor's proposal met the requirements of the bid and has the lowest bid on all items.

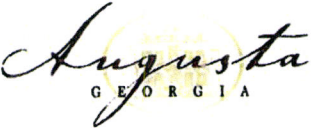
Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or have any questions please call 706-821-2892.

RGC/kb

'19 OCT 17 AM 9:05

OFFICIAL

 Bid Opening Bid Item #19-281 2019/2020 15 Passenger Van for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 1 Total Electronic Notifications (Demandstar): 19 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Wade Ford 3860 South Cobb Dr Smyrna, GA 30080
Attachment B	Yes	Non-Compliant Not Notarized	Yes
E-Verify Number	94460	665555	314470
SAVE Form	Yes	Non-Compliant Not Notarized	Yes
15 Passenger Van:			
Year	2020	2020	2020
Make	Ford	GMC	Ford
Model	Transit T350	Savana	Transit
Approximate Delivery Schedule	Feb-20		Est. 20-24 wks
5.00 Vehicle/Optionals Required:			
5.01 15 Passenger Van w/ Medium Roof	\$35,891.00	\$33,796.00	\$35,328.00
5.02 15 Passenger Van w/ High Roof	\$38,173.00	No Bid	\$36,598.00
6.00 Outfitter Specialty Items Installed:			
6.01 Amber Emergency Light	\$650.00	No Bid	\$493.00
	Exceptions	Exceptions	

FOR ALL DEPARTMENTS- 2019/2020 15 Passenger Van BIDS OPENED 10/8/19 @ 11:00

BID 19-281

Year

Brand

Model

Delivery Date

5.01 15 Passenger Van with Medium Roof

5.02 15 Passenger Van with High Roof

6.01 Amber Emergency Light

Allan Vigil Ford	Wade Ford
2020	2020
Ford	Ford
Transit	Transit
Feb-20	20-24 Weeks
\$ 35,891.00	\$ 35,328.00
\$ 38,173.00	\$ 36,598.00
\$ 650.00	\$ 493.00

OPTIONS TOTAL

TOTAL FOR OPTIONS AND BASE PRICE \$ - \$ -

15-Passenger Van**Equipment included in base price:**

Minimum 148 Inch Wheel Base
Medium Roof
Gasoline Engine
Automatic 6 Speed O/D tranmission
Vinyl Seats
AM/FM Radio
Sliding Side Door
Vinyl Floor Covering
Running board, side door only
Air conditioning, front and rear
All Weather Floor Mats
White Exterior Color
3 Keys required

5.01

15-Passenger Van**Equipment included in base price:**

Minimum 148 Inch Wheel Base
High Roof
Gasoline Engine
Automatic 6 Speed O/D tranmission
Vinyl Seats
AM/FM Radio
Sliding Side Door
Vinyl Floor Covering
Running board, side door only
Air conditioning, front and rear
All Weather Floor Mats
White Exterior Color
3 Keys required

5.02

User: **Williams, Nancy**

Organization:

City of Augusta, GA (Augusta Commission)

Logout

[My DemandStar](#)[Buyers](#)[Account Info](#)[FAQs](#)[Log Bid](#) [\[View Bids\]](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-19-281-0-2019/nw**Bid Name** 2019/2020 15 Passenger Van

1 Document(s) found for this bid

1 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Alliance Bus Group Inc	6782510570	2016368466	1			Documents

Page 1 of 1

Format for Printing ▼

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Item # 2

MACOLM CUNNINGHAM CHEVROLET
ATTN: FLEET MANAGER
2031 GORDON HIGHWAY
AUGUSTA, GA 30909

HARDY FORD / MERCURY
1249 CHARLES HARDY PKWY
DALLAS, GA 30132

ALAN JAY AUTOMOTIVE NETWORK
ATTN: MATT FORTE
1896 BLUEBONNET WAY
FLEMING ISLAND, FL 33870

HARDY FORD/MERCURY
ATTN: STEVE CANUP
1249 CHARLES HARDY PKWY
DALLAS, GA 30132

THOMSON CHRYSLER DODGE JEEP
ATTN: MAC MCALLISTER
2158 WASHINGTON ROAD
THOMSON, GA 30824

LEGACY FORD MERCURY, INC.
ATTN: BENNIE WALDROP
413 INDUSTRIAL BLVD
P.O. BOX 248
MCDONOUGH, GA 30253

FAIRWAY FORD OF AUGUSTA
ATTN: BRIAN STEWART
4333 WASHINGTON ROAD
EVANS, GA 30809

ALLAN VIGIL FORD
ATTN: BOB BURTNER
6790 MT. ZION BLVD.
P.O. BOX 100001
MORROW, GA 30260

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

AKINS FORD CORP
ATTN: ROZ ICENHOUR
220 WEST MAY STREET
WINDER, GA 30680

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

WADE FORD GOVERNMENT SALES
ATTN: JACK EASTLAND/OR
JESSICA DAVIS
3860 SOUTH COBB DRIVE SE
SMYRNA, GA 30080

LOVE CHEVROLET
ATTN: DON WEAVER
P.O. BOX 8387
COLUMBIA, SC 29033

GERALD JONES FORD
ATTN: FLEET SALES
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

CARL BLACK BUICK-GMC
ATTN: ROBERT M. KLEPAK
1110 ROBERTS BLVD
KENNESAW, GA 30144

O.C. WELCH FORD-LINCOLN INC.
ATTN: LARRY WILLIAMS
4920 INDEPENDENCE BLVD.
HARDEEVILLE, SC 29927

BRANNEN MOTOR CO.
ATTN: BOBBY REED
P. O. BOX 746
UNEDILLA, GA 31091

MASTERS OF AUGUSTA – GMC
ATTN: BUICK– FRANK WARD
ATTN: GMC – BERNARD HUGHES
3710 WASHINGTON ROAD
MARTINEZ, GA 30907

BID ITEM# 19-215
2020 MIDSIZE SUV
FOR AUGUSTA-CENTRAL SERVICES DEPT-
FLEET MAINTENANCE DIVISION
BID DUE: TUESDAY 4/23/19 @ 11:00 A.M.

BID ITEM# 19-215
2020 MIDSIZE SUV
FOR AUGUSTA-CENTRAL SERVICES DEPT-
FLEET MAINTENANCE DIVISION
BID MAILED: 3/14/19

RON CROWDEN
FLEET MANAGEMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES

Item # 2

PR_bid_email_list

261635451	US Press, LLC 2019-08-29	CHRIS@USPRESS.COM BUESCHER, CHRIS	N	NOM
260815152	Wamar Technologies LLC 2019-08-29	jason.lindsey@wamartech.com Lindsey, Jason	N	NOM
	Wamar Technologies LLC 2019-08-29	stacey.thomas@wamartech.com Thomas, Stacey		
262373311	Xtreme Green Products, Inc. 2019-08-29	joe@xgpinc.com Worrell, Joseph	N	NOM
	Xtreme Green Products, Inc. 2019-08-29	neil@xgpinc.com Roth, Neil		
669057938	akinrolabuoluwole 2019-08-29	woleray@yahoo.com akinrolabu, oluwole	Y	AFA
672222168	emosuolusegun 2019-08-29	segnik2004@yahoo.com emosu, olusegun	Y	AFA

ETHNIC GROUP	COUNT
African American	8
Asian American	0
Native American	0
Hispanic/Latino	0
Pacific Island/American	1
Non Minority	64
Not Classified	0
Total Number of Vendors	73
Total Number of Contacts	102

PR_bid_email_list

Bid 19-281
Georgia Procurement Registry Vendor Summary

Item # 2



Administrative Services Committee Meeting
1/14/2020 1:20 PM
2020 Sewer Rodder Truck

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Utilities Department - Construction Division requests the replacement of one sewer rodder truck from Jet Vac Equipment Company of Sumter, S.C. for \$135,085.

Background: The Utilities Department - Construction Division is requesting to purchase a replacement sewer rodder truck to remove sludge, obstructions and tree roots within the sewer system. The loss of Asset # F02132, which was a Ford F-450 sewer rodder truck, has left a shortage within the Construction Division. This negatively affects their ability to handle pipe obstructions that occur. The vehicle which is being replaced, asset # F02132, was a Ford F-450 sewer rodder truck that was initially acquired in 2003 at a cost of \$63,047. The vehicle was recommended for disposal and sold on GovDeals.com after the engine failed on the vehicle in June 2019. At the time of disposal, the vehicle accumulated 122 work orders totaling over \$39,844 in repairs. The mileage on the vehicle at the time of disposal was 90,514 miles.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for a Truck, Sewer Rodder. Invitations to bid were sent to fifteen (15) vendors. The vendor, Jet-Vac Equipment Company, from Sumter, SC was the only responding vendor and offered the requested product with necessary specifications. The Procurement Department published a competitive bid using the Demand Star application for a Truck, Sewer Rodder. Invitations to bid were sent to fifteen (15) vendors. The vendor, Jet-Vac Equipment Company, from Sumter, SC was the only responding vendor and offered the requested product with necessary specifications.

Financial Impact: One (1) – 2020 Ford F550 Truck with Modell 866 Sewer Rodder Body @ \$135,085.00 each. The total purchase is \$135,085.00

for the Utilities-Construction Division. The equipment will be purchased with capital funds (ACCT# 506-04-3410/54.22910).

Alternatives: (1) Approve the request; (2) Do not approve the request

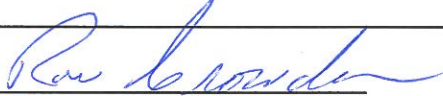
Recommendation: Approve the purchase of one – 2020 Ford 550 Truck, Sewer Rodder for the Utilities-Construction Division.

**Funds are
Available in the
Following
Accounts:** Utilities Department Capital Funds: 506-04-3410/54.22910

REVIEWED AND APPROVED BY:

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

AUGUSTA, GEORGIA
CENTRAL SERVICES-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: Utilities-Construction		Department Number 506-04-3410		Date: 11/7/2019	
Vehicle Description: 2003 Ford F-450			Asset #: F02132		
Assigned Use: Was used by the Utilities Construction Division for responding to blockages within pipe systems					
Actual Age: 16		Current miles/hours: 90,514		Purchase Price: \$63,047.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 16	Miles or Hours 9	Type of Service 3	Reliability 5	Maint/Repair 3	Condition: 5
Evaluation Points 41			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle had 122 work orders over its 16 years. This is unusually high for this type truck. It has a 6.0 liter diesel engine which was known for engine failure. On 6/12/19 the technician found trouble codes for Cylinder 4 injector. A compression test was performed and found compression problems with numbers 2,3,5,8 cylinders. The Department opted not to repair.					
 Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019/2020		
Estimated Replacement Cost: \$135,085.00			Funding Source: Utilities Department - Construction Division Capital Outlay: 506/04/3410/54.22910		

RANGES

Under 18 Points Excellent 18 to 22 Points Good
 23 to 27 Points Qualifies for Replacement
 28 Points or more Needs immediate consideration for replacement

FOR ALL DEPARTMENTS-SEWER RODDER TRUCK- BID OPENING 10/25/19 @ 11:00

BID 19-287	Specialty Item Description	Jet-Vac Equipment Company
Year		2020
Make		Sewer Equipment
Model		866
Base Price (5.00)		\$119,586.00
Delivery Date		180-240 Days ARO
5.02	4 x 4 Drive	\$2,800.00
5.03	High Capacity Trailer Tow Pkg	\$600.00
5.04	Trailer Tow Mirrors, Manual Operation	STANDARD
5.05	Limited Slip Option	\$380.00
5.06	Dual Alternators	\$135.00
5.08	Traffic Safety Triangles (3 EACH)	STANDARD
5.10	User Manual For Chassis	STANDARD
5.12	Initial Operator Training	INCLUDED
5.14	3 Sets of Keys/Toolbox Keys	\$260.00
6.07	Footage Indicator	\$441.00
7.01	Compartment Light	\$354.00
7.03	Plug-in Spotlight	\$332.00
7.04	Vehicle Mounted Arrow Board	\$1,251.00
8.01	1500 Feet of Continuous Rod	\$2,010.00
8.02	20' Hose Guide	\$987.00
8.03	Hose Guide Bell	\$166.00
8.06	Two Root Saws	\$556.00
8.07	Two Augers (4" AND 5")	\$495.00
8.11	Torque Wrench	\$350.00
8.12	Rod Bending Kit	\$240.00
8.14	Connector C-Plugs	\$312.00
8.15	12-Volt Operator's Station	\$250.00
8.19	100' Sewer Tape	\$1,390.00
8.21	Tool Box	\$1,000.00
9.03	Spotlights	\$890.00
9.05	Window Tint	\$300.00
GRAND TOTAL:		\$135,085.00



Bid Opening -
 Bid Item #19-287 Sewer Rodder Truck
 for Augusta, GA – Central Services Department
 Fleet Maintenance Division
 Bid Due: Friday, October 25, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
 Total Number Specifications Download (Demandstar): 1
 Total Electronic Notifications (Demandstar): 15
 Georgia Procurement Registry: 0
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 1
 Total Non-Compliant: 1

VENDORS	Jet Vac Equipment Co. 5746 Broad Street Sumter, SC 29154
Attachment B	YES
E-Verify Number	804190 ✓
SAVE Form	YES ✓
2019/2020 Sewer Rodder Truck:	
Year	2020 ✓
Make	SEWER EQUIPMENT ✓
Model	866 ✓
Approximate Delivery Schedule	180-240 DAYS ARO ✓
5.00 Chassis Options	
5.01 2019/ 2020 Sewer Rodder Truck - Super Duty Truck Chassis, Ford F-550 or approved	\$119,586.00 ✓
5.02 4 x 4 Drive Package Option	\$2,800.00 ✓
5.03 High Capacity Trailer Tow Package	\$600.00 ✓
5.04 Trailer Tow Mirrors, Manual Operation	STANDARD ✓
5.05 Limited Slip Option	\$380.00 ✓
5.06 Dual Alternators	\$135.00 ✓
5.07 Rear View Backup Camera System (Installed)	\$1,093.00 ✓
5.08 Traffic Safety Triangles (3 each)	STANDARD ✓
5.09 Safety Cones (4 each)	\$401.00 ✓
5.10 User Manual for Chassis – One shall be provided	STANDARD ✓
5.11 Parts/Service Manual – One shall be provided	\$220.00 ✓

Item # 3



Bid Opening -
 Bid Item #19-287 Sewer Rodder Truck
 for Augusta, GA – Central Services Department
 Fleet Maintenance Division
 Bid Due: Friday, October 25, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
 Total Number Specifications Download (Demandstar): 1
 Total Electronic Notifications (Demandstar): 15
 Georgia Procurement Registry: 0
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 1
 Total Non-Compliant: 1

VENDORS	Jet Vac Equipment Co. 5746 Broad Street Sumter, SC 29154
5.12 Initial Operator Training	INCLUDED ✓
5.13 Heavy Duty Floor Mats Driver and Passenger (1 Set)	\$235.00 ✓
5.14 Ignition/ Door Keys - Vehicle will be supplied with 3 steel keys and 1 Extra Key for Toolboxes	\$260.00 ✓
6.00 Sewer Rodder Requirements	
6.03 Rod Drive - Auto Hold-Down Feature	\$7,305.00 ✓
6.03 Rod Drive - Dual Drive Motor	\$1,093.00 ✓
6.05 Rod Controls - Independent Forward and Reverse Relief Valves	\$1,110.00 ✓
6.06 Controls - Hour Meter	\$341.00 ✓
6.07 Footage Indicator - accumulative footage indicator	\$441.00 ✓
7.00 Optional Lights	
7.01 Compartment light	\$354.00 ✓
7.02 Flood light	\$445.00 ✓
7.03 Plug-in spotlight	\$332.00 ✓
7.04 Vehicle Mounted Arrow Board (Rear)	\$1,251.00 ✓
7.05 LED Stop-Tail-Turn signal	STANDARD ✓
7.06 Spotlight with retractable cord	\$332.00 ✓
8.00 Optional Accessories	
8.01 1500 Ft. of (.375") Continuous Rod	\$2,010.00 ✓
8.02 20' Hose Guide - Lightweight	\$987.00 ✓
8.03 Hose Guide Bell	\$166.00 ✓
8.04 Manhole Brace	\$200.00 ✓
8.05 Two Assembly Wrenches	\$94.00 ✓

Item # 3



Bid Opening -
Bid Item #19-287 Sewer Rodder Truck
for Augusta, GA – Central Services Department
Fleet Maintenance Division
Bid Due: Friday, October 25, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 15
 Total Number Specifications Download (Demandstar): 1
 Total Electronic Notifications (Demandstar): 15
 Georgia Procurement Registry: 0
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 1
 Total Non-Compliant: 1

VENDORS	Jet Vac Equipment Co. 5746 Broad Street Sumter, SC 29154
8.06 Two each 6" & 8" Root Saws, Concave	\$556.00 ✓
8.07 Three Each 3" & 4" Auger	\$495.00 ✓
8.08 Bullet Tool	\$62.00 ✓
8.09 Additional Set of Paper Operator Manual	\$79.00 ✓
8.10 CD-ROM Operator Manual (2 EA)	\$116.00 ✓
8.11 Torque Wrench	\$350.00 ✓
8.12 Rod Bending Kit with Tool Box	\$240.00 ✓
8.13 Grease Gun	\$55.00 ✓
8.14 (12) .375 to 3/8" Connector C Plugs	\$312.00 ✓
8.15 12 volt outlet @ operators station	\$250.00 ✓
8.16 One each 2", 3" & 4" Roundwire Corkscrew	\$94.00 ✓
8.17 One each 6", 8" & 10" Finishing Brushes	\$389.00 ✓
8.18 One 5" Rotational Vise Mounted to platform	\$975.00 ✓
8.19 One 1"x100' Sewer Tape with holder mounted to platform	\$1,390.00 ✓
8.20 One 5-Gallon Water Cooler with mount, mounted to platform	\$1,295.00 ✓
8.21 41:61 Tool Box/ Storage for Oxy/Accy Torch Set & Bottle	\$1,000.00 ✓
9.00 Specialty Items	
9.01 Fire extinguisher -	STANDARD ✓
9.02 Emergency lighting	\$12,250.00 ✓
9.03 Spotlights	\$890.00 ✓
9.04 Handheld 12V LED spotlight	\$332.00 ✓
9.05 Window tint, regular cab	\$300.00 ✓

Item # 3



EXCEPTIONS
BID ITEM #19-287

2.06 Jet-Vac Equipment Company LLC has three full service locations (Sumter SC, Atlanta GA and Oliver Springs TN) and five full service mobile trucks

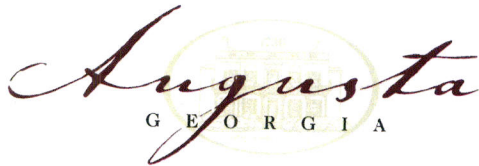
2.10 Exact Replica may not be available for demo

3.09 Jet-Vac Equipment Company LLC is a South Carolina Motor Vehicle dealer and will provide documents for the City of Augusta to register the motor vehicle in Georgia

3.10 Our manufacturing plant is in Dixon IL and the unit will be driven from that location to the City of Augusta GA and will have more than 275 miles logged on the odometer

8.16 Optional item 2" Round Wire Corkscrew is obsolete/not available

'19 OCT 28 PM 5:00



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: *Ger* **Geri Sams, Director, Procurement Department**
THROUGH: *T* **Takiyah A. Douse, Director, Central Services Department**
FROM: **Ron Crowden, Fleet Manager, Central Services Department** *R Crowden*
DATE: **October 28, 2019**
SUBJECT: **Recommendation for Bid #19-287-Sewer Rodder Truck**

Fleet Management would like to recommend the award of bid # 19-287, Sewer Rodder Truck, to Jet-Vac Equipment Company of Sumter, SC. The vendor's proposal met the requirements of the bid and was the best and lowest price for the equipment requested.

Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

If you need further information or if you have any questions regarding this recommendation, please contact the Fleet Management Office at 706-821-2892.

RGC/ams

OFFICIAL



Bid Opening -
 Bid Item #19-287 Sewer Rodder Truck
 for Augusta, GA – Central Services Department
 Fleet Maintenance Division
 Bid Due: Friday, October 25, 2019 @ 11:00 a.m.

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 Georgia Procurement Registry: 0
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 Total packages submitted: 1
 Total Non-Compliant: 1

VENDORS	Jet Vac Equipment Co. 5746 Broad Street Sumter, SC 29154
Attachment B	YES
E-Verify Number	804190 ✓
SAVE Form	YES

Year	2020
Make	SEWER EQUIPMENT
Model	866
Approximate Delivery Schedule	180-240 DAYS ARO ✓

5.00 Chassis Options

5.01 2019/ 2020 Sewer Rodder Truck - Super Duty Truck Chassis, Ford F-550 or approved	\$119,586.00 ✓
5.02 4 x 4 Drive Package Option	\$2,800.00 ✓
5.03 High Capacity Trailer Tow Package	\$600.00 ✓
5.04 Trailer Tow Mirrors, Manual Operation	STANDARD ✓
5.05 Limited Slip Option	\$380.00 ✓
5.06 Dual Alternators	\$135.00 ✓
5.07 Rear View Backup Camera System (Installed)	\$1,093.00 ✓
5.08 Traffic Safety Triangles (3 each)	STANDARD ✓
5.09 Safety Cones (4 each)	\$401.00 ✓
5.10 User Manual for Chassis – One shall be provided	STANDARD ✓
5.11 Parts/Service Manual – One shall be provided	\$220.00 ✓

Item # 3

OFFICIAL



Bid Opening -
 Bid Item #19-287 Sewer Rodder Truck
 for Augusta, GA – Central Services Department
 Fleet Maintenance Division
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 Georgia Procurement Registry: 0
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 1
 Total Non-Compliant: 1

VENDORS	Jet Vac Equipment Co. 5746 Broad Street Sumter, SC 29154
5.12 Initial Operator Training	INCLUDED ✓
5.13 Heavy Duty Floor Mats Driver and Passenger (1 Set)	\$235.00 ✓
5.14 Ignition/ Door Keys - Vehicle will be supplied with 3 steel keys and 1 Extra Key for Toolboxes	\$260.00 ✓
6.00 ROD DRIVE EQUIPMENT	
6.03 Rod Drive - Auto Hold-Down Feature	\$7,305.00 ✓
6.03 Rod Drive - Dual Drive Motor	\$1,093.00 ✓
6.05 Rod Controls - Independent Forward and Reverse Relief Valves	\$1,110.00 ✓
6.06 Controls - Hour Meter	\$341.00 ✓
6.07 Footage Indicator - accumulative footage indicator	\$441.00 ✓
7.00 OPTIONAL LIGHTS	
7.01 Compartment light	\$354.00 ✓
7.02 Flood light	\$445.00 ✓
7.03 Plug-in spotlight	\$332.00 ✓
7.04 Vehicle Mounted Arrow Board (Rear)	\$1,251.00 ✓
7.05 LED Stop-Tail-Turn signal	STANDARD ✓
7.06 Spotlight with retractable cord	\$332.00 ✓
8.00 HOSE GUIDE EQUIPMENT	
8.01 1500 Ft. of (.375") Continuous Rod	\$2,010.00 ✓
8.02 20' Hose Guide - Lightweight	\$987.00 ✓
8.03 Hose Guide Bell	\$166.00 ✓
8.04 Manhole Brace	\$200.00 ✓
8.05 Two Assembly Wrenches	\$94.00 ✓

Item # 3

OFFICIAL



Bid Opening -
Bid Item #19-287 Sewer Rodder Truck
for Augusta, GA – Central Services Department
Fleet Maintenance Division
Bid Due: Friday, October 25, 2019 @ 11:00 a.m.

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 Total packages submitted: 1
 Total Non-Compliant: 1

VENDORS	Jet Vac Equipment Co. 5746 Broad Street Sumter, SC 29154
8.06 Two each 6" & 8" Root Saws, Concave	\$556.00 ✓
8.07 Three Each 3" & 4" Auger	\$495.00 ✓
8.08 Bullet Tool	\$62.00 ✓
8.09 Additional Set of Paper Operator Manual	\$79.00 ✓
8.10 CD-ROM Operator Manual (2 EA)	\$116.00 ✓
8.11 Torque Wrench	\$350.00 ✓
8.12 Rod Bending Kit with Tool Box	\$240.00 ✓
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8.14 (12) .375 to 3/8" Connector C Plugs	\$312.00 ✓
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8.16 One each 2", 3" & 4" Roundwire Corkscrew	\$94.00 ✓
8.17 One each 6", 8" & 10" Finishing Brushes	\$389.00 ✓
8.18 One 5" Rotational Vise Mounted to platform	\$975.00 ✓
8.19 One 1"x100' Sewer Tape with holder mounted to platform	\$1,390.00 ✓
8.20 One 5-Gallon Water Cooler with mount, mounted to platform	\$1,295.00 ✓
8.21 41:61 Tool Box/ Storage for Oxy/Accy Torch Set & Bottle	\$1,000.00 ✓
9.00 Specialty Items	
9.01 Fire extinguisher -	STANDARD ✓
9.02 Emergency lighting	\$12,250.00 ✓
9.03 Spotlights	\$890.00 ✓
9.04 Handheld 12V LED spotlight	\$332.00 ✓
9.05 Window tint, regular cab	\$300.00 ✓

Item # 3

FOR ALL DEPARTMENTS-SEWER RODDER TRUCK- BID OPENING 10/25/19 @ 11:00

BID 19-287	Specialty Item Description	Jet-Vac Equipment Company
Year		2020
Make		Sewer Equipment
Model		866
Base Price (5.00)		\$119,586.00
Delivery Date		180-240 Days ARO
5.02	4 x 4 Drive	\$2,800.00
5.03	High Capacity Trailer Tow Pkg	\$600.00
5.05	Limited Slip Option	\$380.00
5.06	Dual Alternators	\$135.00
5.07	Rear View Backup Camera	\$1,093.00
5.09	Safety Cones	\$401.00
5.11	Parts Manual	\$220.00
5.13	Heavy Duty Floor Mats	\$235.00
5.14	3 Sets of Keys/Toolbox Keys	\$260.00
6.03	Rod Drive-Auto Hold Down Feature	\$7,305.00
6.04	Rod Drive-Dual Drive Motor	\$1,093.00
6.05	Rod Controls-Ind Fwd and Reverse	\$1,110.00
6.06	Controls-Hour Meter	\$341.00
6.07	Footage Indicator	\$441.00
7.01	Compartment Light	\$354.00
7.02	Flood Light	\$445.00
7.03	Plug-in Spotlight	\$332.00
7.04	Vehicle Mounted Arrow Board	\$1,251.00
7.06	Spotlight with retractable cord	\$332.00
8.01	1500 Feet of Continuous Rod	\$2,010.00
8.02	20' Hose Guide	\$987.00
8.03	Hose Guide Bell	\$166.00
8.04	Manhole Brace	\$200.00
8.05	Two Assembly Wrenches	\$94.00
8.06	Two Root Saws	\$556.00
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8.09	Additional Operator Manual	\$79.00
8.10	CD-ROM Operator Manuals	\$116.00
8.11	Torque Wrench	\$350.00
8.12	Rod Bending Kit	\$240.00
8.13	Grease Gun	\$55.00
8.14	Connector C-Plugs	\$312.00
8.15	12-Volt Operator's Station	\$250.00
8.16	Roundwire Corkscrew	\$94.00
8.17	Finishing Brushes	\$389.00
8.18	Rotational Vise	\$975.00
8.19	100' Sewer Tape	\$1,390.00
8.20	5-Gallon Water Cooler with Mount	\$1,295.00
8.21	Tool Box	\$1,000.00
9.02	Emergency Lighting	\$12,250.00
9.03	Spotlights	\$890.00
9.04	Handheld 12V LED Spotlight	\$332.00
9.05	Window Tint	\$300.00
GRAND TOTAL:		\$163,601.00



EXCEPTIONS
BID ITEM #19-287

2.06 Jet-Vac Equipment Company LLC has three full service locations (Sumter SC, Atlanta GA and Oliver Springs TN) and five full service mobile trucks

2.10 Exact Replica may not be available for demo

3.09 Jet-Vac Equipment Company LLC is a South Carolina Motor Vehicle dealer and will provide documents for the City of Augusta to register the motor vehicle in Georgia

3.10 Our manufacturing plant is in Dixon IL and the unit will be driven from that location to the City of Augusta GA and will have more than 275 miles logged on the odometer

8.16 Optional item 2" Round Wire Corkscrew is obsolete/not available

**ENVIRONMENTAL PRODUCTS OF
GEORGIA
ATTN: FLEET SALES
4410 WENDELL DR. SW,
ATLANTA, GA 30336**

**JET-VAC
ATTN: KEITH WINDHAM
5746 BROAD STREET
SUMTER, SC 29154**

**MUNICIPAL EQUIPMENT SALES
ATTN: TOM RIGGS
P. O. BOX 1233
WOODSTOCK, GA. 30188**

**REYNOLDS-WARREN EQUIP CO
ATTN: DAN DWYER
1786 FOREST PARKWAY
LAKE CITY, GA 30260**

**ADAMS EQUIPMENT COMPANY
ATTN: TIM CONGER
1431 LANIER ROAD
WHITE PLAINS, GA 30678**

**P&H SUPPLY CO
ATTN: DODGE JOHNSON
1011 WILLIFORD DRIVE
LOUISVILLE, GA. 30434**

**FREIGHTLINER OF AUGUSTA
2930 RIVERWEST DR
AUGUSTA, GA 30907**

**TRANSPORT EQUIPMENT CO.
3416 SYLVESTER ROAD
ALBANY, GA 31705**

**VANGUARD TRUCK CENTER
5465 AUGUSTA ROAD
BEECH ISLAND, SC 29842**

**NEXTRAN TRUCK CENTER
2855 BROADWAY
MACON, GA 31206**

**MATHEWS MOTORS
ATTN: BOB GRIFFIN
1351 GORDON HWY.
AUGUSTA, GA 30901**

**RUSH TRUCK CENTER,
AUGUSTA NORTH
2925 GUN CLUB RD.
AUGUSTA, GA 30907-4853**

**MCH KENWORTH
4318 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909**

**GILBERT TRUCK CENTER
2822 JEFFERSONVILLE ROAD
MACON, GA 31217**

**AMICK EQUIPMENT
ATTN: FLEET SALES
227 GLASSMASTER RD.
LEXINGTON, SC 29072**

**RON CROWDEN
FLEET MANAGEMENT**

**Treza Edwards
COMPLIANCE**

**TAKIYAH DOUSE
CENTRAL SERVICES**

**BID ITEM 19-287
SEWER RODDER TRUCK
FOR CENTRAL SERVICES-FLEET
MAINTENANCE DIVISION
BID MAILED OUT 09/19/19**

**BID ITEM 19-287
SEWER RODDER TRUCK
FOR CENTRAL SERVICES-FLEET
MAINTENANCE DIVISION
BID DUE: FRI., 10/25/19 @ 11:00 A.M.**

User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

Logout

[My DemandStar](#)[Buyers](#)[Account Info](#)[FAQs](#)[Log Bid](#)[\[View Bids\]](#)[View Quotes](#)[Supplier Search](#)[Build Broadcast List](#)

Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-19-287-0-2019/nw**Bid Name** Sewer Rodder Truck

1 Document(s) found for this bid

1 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Dodge Data	4133767032		1			Documents

Page 1 of 1

Format for Printing No ▾[Search](#)[<< Return](#)[Export to Excel](#)DemandStar is a product of DemandStar Corporation (c). All rights reserved. | [Terms of Use](#) | [Privacy](#)



State Purchasing Bid Posting System

CREATE EMAIL MESSAGE

RETURN TO MENU

No vendors were contacted because none were found for the NIGP codes selected.

PR_bid_email_list

Item # 3

Invitation to Bid

Sealed bids will be received at this office until **Friday, October 25, 2019 @ 11:00 a.m.** for furnishing for:

**Bid Item #19-287 Sewer Rodder Truck for Augusta, GA – Central Services Department - Fleet Maintenance Division –
Commodity Codes: 04-072-00**

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may 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 11, 2019 @ 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 ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	September 19, 26, October 3, 10, 2019
Metro Courier	September 19, 2019



**Administrative Services Committee Meeting
1/14/2020 1:20 PM
2020 Annual Bid Recommendation of Award**

Department: Procurement

Presenter: Geri A. Sams

Caption: The items require Commission approval due to the fact that purchases on the individual purchase orders will exceed \$25,000.00 per order. The following annual bid item requires Commission approval: **Utilities** 20-060 Chemicals; **Recreation** 20-045 Athletic Clothing.

Background: Each item has been bid through the sealed bid process as directed in the Augusta Procurement Code. The User Departments have reviewed the submittals and has presented a recommendation of award to the Procurement Department.

Analysis: The User Departments are responsible for the purchase of the items listed on the individual bids.

Financial Impact:

Alternatives: Not to award and require the User Departments to follow the purchasing guidelines as listed in the Augusta Procurement Code for each individual purchase.

Recommendation: Approve the recommendation as submitted by the User Departments.

Funds are Available in the Following Accounts: Various funds provided by the User Departments.

REVIEWED AND APPROVED BY:

Cover Memo

Item # 4

Finance.
Law.
Administrator.
Clerk of Commission

PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS**Sec. 1-10-48. Generally.**

The following sections provide detailed information concerning the use of the seven (7) source selection methods available for use for the procurement of commodities, services and construction products for Augusta, Georgia. The seven methods are: (1) sealed bids, (2) sealed proposals, (3) special services, (4) quotations or informal bids, (5) sole source, (6) emergency procurement and (7) annual contracts.

Purpose:

A significant portion of the Augusta, Georgia Annual Budget is committed each year to various purchase contracts such as raw materials, equipment, equipment parts or components, general supplies, and professional and non-professional services. Therefore, it is essential that maximum value be obtained for each public tax dollar spent. A proven technique for obtaining this goal is through the annual bid contract process,

Sec. 1-10-58. Annual contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Purchases on the following annual bid items will exceed \$25,000.00 per order:

	Description	Recommended Vendors	Local Vendors	2019 Amounts	Budget
Utilities					
20-060	Chemicals	Allied Burnett Lime Shannon Chemical Unifilt Corp. Univar	NA	\$110,090.29	\$367,000.00
Recreation					
20-045	Athletic Clothing & Equipment	BSN Sports Johannsen Pyramid School Product	Johannsen	\$676,149.73	\$75,000.00
Total				\$786,240.02	

Sec. 1-10-58. Annual Contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Purchases on the following annual bid items will exceed \$25,000.00 per order:

Invitation To Bid

Sealed bids will be received at this office until Tuesday, October 15, 2019 @ 11:00 a.m. for furnishing:

BID ITEMS UTILITIES DEPARTMENT - ANNUAL CONTRACT
 COMMODITY CODE (Bid Items may have more parent codes)

Bid Item 20-028	Safety Supplies	017-345-00
Bid Item 20-060	Chemicals	001-998-24;015-190-00

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

Geri A. Sams Procurement Department
 535 Telfair Street - Room 605,
 Augusta, Georgia 30901
 706-821-2422

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 Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or email to procbidandcontract@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, September 27, 2019 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

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 placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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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 5, 12, 19, 26, 2019
 Metro Courier September 5, 2019

Revised: 8/3/2016

UNOFFICIAL

Bid Opening Bid Item #20-060 Chemicals – Annual Contract for Augusta, Georgia - Utilities Department Bid Due: Tuesday, October 15, 2019 @ 11:00 a.m.											
											
Total Number Specifications Mailed Out: 44 Total packages submitted: 11 Total Noncompliant: 0											
VENDORS	Allied Universal Corp. 3901 NW 115 Ave Miami, FL 33178	Burnett Lime Company, Inc. 7095 Hwy 11 Campbell, SC 29322	Chemtrade Chemicals US, LLC 90 East Halsey Road, Suite 200 Parsippany, NJ 07054	C & S Chemicals 4180 Providence Rd. Suite 310 Marietta, GA 30062	The Dycho Company, Inc. 412 Meridian Street Nolita, TN 37826	Geo Specialty Chemicals, Inc. 9213 Arch Street Pike Little Rock, AR 72206	JCI Jones Chemicals 1500 Jarheel Road Charlotte, NC 28208	Polytec, Inc. 191 Barley Park Lane Mooresville, NC 28115	Shannon Chemical Corporation P. O Box 376 Malvern, PA 19355	Unifite Corporation P. O. Box 614 Ellwood City, PA 16117	Univar Solutions USA, Inc. 8201 S. 212th St. Kent, WA 98032
Attachment B	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Addendum #1	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E-Verify	12833	164016	759558	184242	288403	177208	252800	511268	342560	169321	176511
Save Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3) Liquid Lime (20% Ca(OH) ₂)			Best bid. Difference in \$ would be offset by cost of feed equipment maintenance.								
Cost per Gallon	NB	\$0.49	NB	NB	NB	NB	NB	\$0.4848	NB	NB	NB
4) Liquid ALLUM (A/2 (SO ₄) ₃ ·14H ₂ O											
Cost per Gallon	NB	NB	\$0.73479	\$0.82	\$1.03/gal #395.00/Dry Ton	\$0.98466 Lq/gal	NB	NB	NB	NB	\$0.6100
5) Anthracite											
Cost per 52 lb Bag											
Minimum Delivery Quantity: 52 Bags (4 Pallets)	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$12.9963	NB
6) Potassium Permanganate										Will need to test the 330.69# drum to make sure it will load onto our feeder	
Cost per 55 Pound Pail	NB	NB	NB	NB	\$2.30/lb minimum 1 pallet 36 pallets per pallet	NB	NB	NB	\$92.04/ 55.115# pail	NB	NB
Cost per 330 Pound Drum	NB	NB	NB	NB	NB	NB	NB	NB	\$552.25/ 330.69# drum	NB	\$1.9500

20-060 Official Tab Sheet ASaxon Recommendations

1 of 2

Item # 4

UNOFFICIAL

2 of 2

20-060 Official Tab Sheet ASaxon Recommendations

Item # 4

Bid Opening Bid Item #20-060 Chemicals – Annual Contract for Augusta, Georgia – Utilities Department Bid Due: Tuesday, October 15, 2019 @ 11:00 a.m.													
10) Sodium Hypochlorite 12.5%													
Cost per Pound (700-800 Gal per Delivery)	\$1.87	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Cost per Pound (700-1500 Gal per Delivery)	\$1.33	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
Cost per Gallon (Full Tank - 5000 Gal. Split Delivery)	\$0.89	NB	NB	NB	NB	\$0.86	NB	NB	NB	NB	NB	NB	\$0.995
12) Sodium Permanganate (40%)													
Cost per Gallon	NB	NB	NB	NB	NB	NB	NB	NB	NB	\$12.70	NB	NB	NB
13) Sodium Silikofluoride (Sodium Fluosilicate)	Do Not Award: We are phasing out the use of this chemical. We will requisition as needed.												
Cost per Pound	NB	NB	NB	NB	NB	NB	NB	NB	\$0.70	NB	NB	NB	NB
14) Solar Salt (Sodium Chloride)													
Cost per pound	NB	NB	NB	NB	NB							NB	\$0.0765
Cost per 50lb Bag	NB	NB	NB	NB	NB							NB	\$0.1807
Total Bid Quote	\$72,980.00	\$150,920.00	\$371,068.95	\$414,100.00								\$2,599.26	\$229,280.00
Approximate Delivery	2-3 Days	2-3 Days	2-3 Days	2-3 Days	1-10 WD ARO	3-4Days	3 Days ARO	3 Days	7-14 Days.	14 Days	5-7 Days		

UTILITIES DEPARTMENT



Tom Wiedmeier, PE
Director

MEMORANDUM

TO: Geri Sams, Director – Procurement
Phyllis Johnson – Compliance Officer
Nancy Williams – Quality Assurance Analyst
Tywana Scott – Bid Management Assistant

FROM: Tom Wiedmeier, Director – Utilities Department
Allen Saxon, Assistant Director – Water and Wastewater Production & Facilities
Steve Little, CPA, Assistant Director – Finance and Admin.
Debra Beazley, Water Production Superintendent

SUBJECT: **Chemical Supplies (Bid Item #20-060) Recommendation of Award (2020)**

DATE: January 07, 2020

The 2020 tabulation worksheet for Bid# 20-060 listing the compliant bidders is attached.

It is our recommendation that the following Chemical Items be awarded to the following vendors:

Item #3	Liquid Lime-(30% Ca(OH) ₂)	BURNETT LIME
Item #4	Liquid Alum-(a/2(SO ₄) ₃ ·14H ₂ O)	UNIVAR USA
Item #5	Anthracite	UNIFILT
Item #8	Potassium Permanganate	SHANNON CHEMICAL CORP.
Item#10	Sodium Hypochlorite 12.5%	ALLIED UNIVERSAL
Item #12	Sodium Permanganate (40%)	SHANNON CHEMICAL
Item #13	Sodium Silicofluoride	DO NOT AWARD-BEING PHASED OUT
Item #14	Solar Salt (Sodium Chloride)	UNIVAR USA

Thank you very much for your kind assistance regarding this matter.

Tess Thompson for
Tom Wiedmeier

01/07/2020

Tom Wiedmeier, Director, Utilities Department

Date

CC: Allen Flanagan, Plant Manager- Hicks Plant
Robert Mobley, Plant Manager-Highland Ave. Plant
Allen Elliott, Assistant Plant Manager-Highland Ave. Plant
Debra Horne, Assistant Plant Manager-Hicks Plant

CABOT NORIT AMERICAS INC.
AMBER LEWIS or
BID AND CONTRACT DEPT.
3200 UNIVERSITY AVE
MARSHALL, TX 75670

GEO SPECIALTY CHEMICALS, INC.
9213 ARCH STREET PIKE
LITTLE ROCK, AR 72206

UNIVAR USA INC.
LINDA CAMPBELL or
BID AND CONTRACT DEPT.
4 STEEL ROAD EAST
MORRISVILLE, PA 19067

THE DYCHO COMPANY INC.
J. ROBERT SHAMBLIN or
BID AND CONTRACT DEPT.
412 MERIDIAN ST
NIOTA, TN 37826

CARBON ACTIVATED CORPORATION
NII-AKWEI ACQUAYE or
BID AND CONTRACT DEPT.
2250 S. CENTRAL AVENUE
COMPTON, CA 90220

CARBPURE TECHNOLOGIES, LLC
TOM STOCKER or
BID AND CONTRACT DEPT.
1460 W. CANAL COURT, SUITE 100
LITTLETON, CO 80120

MOSAIC GLOBAL SALES, LLC
HEIDI SCHMITZ or
BID AND CONTRACT DEPT.
13830 CIRCA CROSSING DR.
LITHIA, FL 33547

CABOT NORIT AMERICAS INC.
AMBER LEWIS or
BID AND CONTRACT DEPT.
PO BOX 790
MARSHALL, TX 75671

STERLING WATER TECHNOLOGIES
DONALD C. HELWIG or
BID AND CONTRACT DEPT.
P.O. BOX 602
COLUMBIA, TN 38402-0602

BURNETT LIME CO., INC.
HUGH BURNETT or
BID AND CONTRACT DEPT.
7095 HIGHWAY 11
CAMPOBELLO, SC 29322

ALLIED UNIVERSAL CORPORATION
CATHERINE GUILLARMOD or
BID AND CONTRACT DEPT.
3901 NW 115TH AVENUE
MIAMI, FL 33178

SANNON CHEMTRADE CHEMICALS USA, INC.
BETH RYNO or
BID AND CONTRACT DEPT.
90 EAST HALSEY ROAD
PARSIPPANY, NJ 07054

GEO SPECIALTY
PASTY HALE/ADAM JOHNSON/ BRENDA OWENS or
BID AND CONTRACT DEPT.
9213 ARCH STREET PIKE
LITTLE ROCK, AR 72206

POLYDYNE, INC.
SANDY WELLS/MARK SCHLAG or
BID AND CONTRACT DEPT.
1 CHEMICAL PLANT ROAD
RICEBORO, GA 31323

EVER ZINO
ANA ARROYO or
BID AND CONTRACT DEPT.
3600 GLENWOOD AVAENUE, SUITE 250
RALEIGH, NC 27612

CARUS CORPORATION
SAMANTHA PUMO/BARBIE SMITH or
BID AND CONTRACT DEPT.
315 FIFTH STREET
PERU, IL 61354

AQUA SMART, INC.
ADAM GROSSBLATT or
BID AND CONTRACT DEPT.
4445 COMMERCE DRIVE, SW
ATLANTA, GA 30336

NORWECO INC.
ASHLEY SAUNDERS or
BID AND CONTRACT DEPT.
220 REPUBLIC STREET
NORWALK OHIO 44857

PENCCO, INC.
SARAH DUFFY or
BID AND CONTRACT DEPT.
831 BARTLETT ROAD
SEALY, TX 77474

SOLUTION FOR PURIFIEDWORLD
LINDA BALL or
BID AND CONTRACT DEPT.
2535 JASON COURT
OCEANSIDE, CA 92056

WATER & WASTEWATER TREATMENT
CHEMICAL SYSTEM
GARY LOUGHMILLER or
BID AND CONTRACT DEPT.
P.O. BOX 810
ZELLWOOD, FL 32798

INDUSTRIAL CHEMICALS, INC.
BID AND CONTRACT DEPT.
PO BOX 660688
BIRMINGHAM, AL 35266

BRENNTAG MIDSOUTH, INC.
ANDREW GARDNER/RANDY SMITH or
BID AND CONTRACT DEPT.
4200 AZALEA DRIVE
N. CHARLESTON, SC 29405

PENCCO, INC.
BID AND CONTRACT DEPT.
PO BOX 600
SAN FELIPE, TX 77473

HARCROS CHEMICAL CO.
BID AND CONTRACT DEPT.
4030 FAMBROUGH
POWDER SPRINGS, GA 30127

CALCIQUEST, INC.
BID AND CONTRACT DEPT.
181 WOODLAWN AVE.
BELMONT, NC 28012

SHANNON CHEMICAL CORPORATION
KIM D'AMBROSIO OR
BID AND CONTRACT DEPT.
P.O. BOX 376
MALVERN, PA 19355
RETURNED MAIL

ACTICARB USA INC.
ANA ARROYO
3600 GLENWOOD AVE., SUITE 250-A
RALEIGH, NC 27612-4945

OXBOW ACTIVATED CARBON, LLC
BRIANA MUÑOZ
2535 JASON COURT,
OCEANSIDE, CA 92056

Bid Item 20-060
Page 1 of 2

SOUTHERN IONICS
 BID AND CONTRACT DEPT.
 PO DRAWER 1217
 WEST POINT, MS 39773

SOLVAY FLUORIDES, LLC
 3333 RICHMOND AVE.
 HOUSTON, TX 77098

GENERAL CHEMICAL CORP.
 BID AND CONTRACT DEPT.
 90 EAST HALSEY ROAD
 PARSIPPANY, NJ 07054

C.N. BROWN, INC
 BID AND CONTRACT DEPT.
 PO BOX 6336
 NORTH AUGUSTA, SC 29861
 RETURNED MAIL

JCI JONES CHEMICAL, INC.
 BID AND CONTRACT DEPT.
 1500 TARHEEL ROAD
 CHARLOTTE, NC 28208

SOLVAY FLUORIDES, LLC
 BID AND CONTRACT DEPT.
 3333 RICHMOND AVE.
 HOUSTON, TX 77098

KC INDUSTRIES, LLC
 BID AND CONTRACT DEPT.
 PO BOX 646
 MULBERRY, FL 33860

CHEMICAL LIME CO.
 BID AND CONTRACT DEPT.
 2093 BIG STONY CREEK RD.
 RIPPLEMEAD, VA 24150

RELIABLE SERVICES
 BID AND CONTRACT DEPT.
 PO BOX 2205
 STOCKBRIDGE, GA 30281

SHERRY JONES
 PVS CHEMICALS, INC.
 10900 HARPER AVENUE
 DETROIT, MI 48213

PENCCO
 CARRIE SHOW/ACCOUNT RECEIVABLES
 P.O. BOX 600
 SAN FELIPE, TX 77473

JLM MARKETING
 8675 HIDDEN RIVER PARKWAY
 TAMPA, FL 33637

UNIFILT CORPORATION
 JULIE NOCERA or
 BID AND CONTRACT DEPT.
 PO BOX 614
 ELLWOOD CITY, PA 16117

KEMIRA
 3211 CLINTON PKY., CT.#1
 LAWRENCE, KANSAS, 66047
 RETURNED MAIL

NALCO
 PATRICK ST. JULES or
 BID AND CONTRACT DEPT.
 1601 W. DIEHL ROAD
 NAPERVILLE, IL 60563

SHANNON CHEMICAL CORPORATION
 P. O. BOX 376
 MALVERN, PA 19355

JLM MARKETING
 8675 HIDDEN RIVER PARKWAY
 TAMPA, FL 33637
 RETURNED MAIL

YOLANDA JACKSON
 COMPLIANCE

BID ITEM #20--060
 CHEMICALS – ANNUAL CONTRACT
 FOR UTILITIES DEPARTMENT
 BID DUE: TUES., OCT. 15, 2019@11 AM

BID ITEM #20-060
 CHEMICALS – ANNUAL CONTRACT
 FOR UTILITIES DEPARTMENT
 MAILED: SEPTEMBER 5, 2019

TESS THOMPSON
 UTILITIES DEPARTMENT
 WALKER STREET

JARVIS SIMS
 INTERIM ADMINISTRATOR
 (ITB ONLY)

TREZA EDWARDS
 COMPLIANCE OFFICE

TOM WIEDMEIER
 UTILITIES DEPARTMENT
 WALKER STREET

ALLEN SAXON
 UTILITIES DEPARTMENT
 WALKER STREET

BID ITEM 20-060
 PAGE 2 OF 2

Invitation To Bid

Sealed bids will be received at this office until **Friday, August 2, 2019 @ 11:00 a.m.** for furnishing:

BID ITEMS FOR RECREATION AND PARKS DEPARTMENT - ANNUAL CONTRACT- COMMODITY CODE (Bid Items may have more parent codes)

20-043	Trophies and Awards	OFF-080-78, SRV936-06, SRV962-33
20-045	Athletic Clothing and Equipment	CLO-200-00, CLO-200-12, CLO-805-00
		CLO-805-17, CLO-805-96, SRV-928-00
20-069	Trophies and Plaques Newman	019-080-78
20-072	T-Shirts for Newman Tennis Center	CLO-200-00, CLO-200-12, CLO-805-00,
		CLO-805-17, CLO-805-96, SRV-928-00

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, July 19 2019, @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bid may be withdrawn for a period of 60 days after bids have been opened, pending the execution of contract with the successful bidder(s).

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 placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	June 27; July 4, 11, 18, 2019
Metro Courier	June 27, 2019

OFFICIAL

 Bid Item #20-045 Athletic Clothing & Equipment for - Recreation and Parks Department-Annual Contract Bid Date: Friday, August 2, 2019 @ 11:00 a.m.																					
Total Number Specifications Mailed Out: 18																					
Total packages submitted: 8																					
Total Non-compliant: 4																					
VENDORS	24-7 Team Sales 4880Lower Roswell Rd, Ste 165 Unit 360 Marietta, GA 30068			BSN Sports P. O. Box 49 Jenkintown, PA 19046			Johannseen 1116 Broad Street Augusta, GA 30901			Kelly Promotions 3712 Benchmark Drive Augusta, GA 30909			Pyramid School Products 6510 N. 54th Street Tampa, FL 33610			Riddell 7501 Performance Lane North Ridgeville, OH 44039			S & S Worldwide 75 Mill Street Colchester, CT 06415		
Attachment B	Yes			Yes			Yes			Yes			Yes			Yes					
Addendum #1	No			Yes			Yes			No			Yes			No					
E-Verify #	CSHA1373			98548			295434			722886			238899			862205			254802		
SAVE Form	Yes			Yes			Yes			Yes			Yes			Yes					
1) ATHLETIC T-SHIRTS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A) Youth Sizes S-XXL	\$2.24	\$6,720.00	\$2.40	\$7,200.00	\$2.19	\$6,570.00	\$2.65	\$7,950.00	N/B	\$0.00	\$3.00	\$9,000.00	N/B	\$0.00							
B) Adult Sizes S-XL	\$2.24	\$15,680.00	\$2.88	\$20,160.00	\$2.19	\$15,330.00	\$2.89	\$20,230.00	N/B	\$0.00	\$3.00	\$21,000.00	N/B	\$0.00							
C) Adult Size 2XL	\$3.79	\$3,221.50	\$5.16	\$4,386.00	\$3.55	\$3,017.50	\$5.15	\$4,377.50	N/B	\$0.00	\$5.00	\$4,250.00	N/B	\$0.00							
2) BASEBALL PANTS (GRAY)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A) Youth Sizes S-XL	\$4.79	\$4,311.00	\$4.63	\$4,167.00	\$4.14	\$3,726.00	N/B	\$0.00	N/B	\$0.00	\$5.88	\$5,292.00	N/B	\$0.00							
3) BASEBALL SOCKS-SOLID COLORS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A) Youth Sizes 6-8	\$1.65	\$1,237.50	\$1.75	\$1,312.50	\$1.69	\$1,267.50	N/B	\$0.00	\$1.59	\$1,192.50	\$2.66	\$1,995.00	N/B	\$0.00							
B) Intermediate Size 9-11	\$1.65	\$1,650.00	\$1.75	\$1,750.00	\$1.69	\$1,690.00	N/B	\$0.00	\$1.60	\$1,600.00	\$2.66	\$2,660.00	N/B	\$0.00							
C) Adult Sizes 10-13	\$1.65	\$990.00	\$1.75	\$1,050.00	\$1.69	\$1,014.00	N/B	\$0.00	\$1.61	\$966.00	\$2.66	\$1,596.00	N/B	\$0.00							
4) BASEBALL CAPS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A) Youth Sizes	\$6.99	\$6,990.00	\$6.95	\$6,950.00	\$5.94	\$5,940.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00							
B) Intermediate Size 9-11	\$6.99	\$8,388.00	\$6.95	\$8,340.00	\$5.94	\$7,128.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00							
5) VISORS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
Each	N/B	\$0.00	\$6.57	\$4,927.50	\$5.59	\$4,192.50	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00							
6) CATCHERS FACE MASK WITH HARNESS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A) Youth Sizes 8 & Under	N/B	\$0.00	N/B	\$0.00	\$32.99	\$791.76	N/B	\$0.00	\$23.98	\$575.52	\$37.75	\$906.00	N/B	\$0.00							
B) Youth Sizes 10 & Under	N/B	\$0.00	N/B	\$0.00	\$32.99	\$395.88	N/B	\$0.00	\$23.98	\$287.76	\$82.38	\$988.56	N/B	\$0.00							
7) BASEBALLS (GAME)-CERTIFIED DIXIE YOUTH	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A)	\$34.35	\$1,717.50	\$32.72	\$1,636.00	42.95 dz	\$2,147.50	N/B	\$0.00	\$34.49	\$1,724.50	\$29.00	\$1,450.00	N/B	\$0.00							
8) BASEBALL CHIN STRAPS WITH PLASTIC SNAPS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A)	N/B	\$0.00	\$2.07	\$207.00	\$1.89	\$189.00	N/B	\$0.00	\$3.29	\$329.00	N/B	\$0.00	N/B	\$0.00							
9) BASEBALL CATCHERS HELMETS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
Medium	\$52.24	\$626.88	\$30.94	\$371.28	\$39.95	\$479.40	N/B	\$0.00	\$18.99	\$227.88	\$82.38	\$988.56	N/B	\$0.00							
Large	\$52.24	\$626.88	\$30.94	\$371.28	\$39.95	\$479.40	N/B	\$0.00	\$18.99	\$227.88	\$82.38	\$988.56	N/B	\$0.00							
10) BATTING TEES	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION					
A)	\$10.10	\$484.80	\$12.35	\$592.80	\$11.99	\$575.52	N/B	\$0.00	\$15.98	\$767.04	\$17.50	\$840.00	\$14.22	\$682.56							
11) PITCHING SCREEN (L-Screen)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	Item # 4	EXTENSION					

Item # 4

OFFICIAL

VENDORS	24-7 Team Sales 4880 Lower Roswell Rd, Ste 165 Unit 360 Marietta, GA 30068		BSN Sports P. O. Box 49 Jenkintown, PA 19046		Johannseen 1116 Broad Street Augusta, GA 30901		Kelly Promotions 3712 Benchmark Drive Augusta, GA 30909		Pyramid School Products 6510 N. 54th Street Tampa, FL 33610		Riddell 7501 Performance Lane North Ridgeville, OH 44039		S & S Worldwide 75 Mill Street Colchester, CT 06415	
A)	\$82.50	\$165.00	\$118.83	\$237.66	\$96.95	\$193.90	N/B	\$0.00	\$89.98	\$179.96	\$120.00	\$240.00	\$101.78	\$203.56
12) SCOREBOOKS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) Baseball Scorebooks	\$2.24	\$112.00	\$2.96	\$148.00	\$3.24	\$162.00	N/B	\$0.00	\$2.79	\$139.50	\$3.40	\$170.00	\$2.59	\$129.50
B) Basketball Scorebooks	\$2.24	\$112.00	\$2.94	\$147.00	\$3.24	\$162.00	N/B	\$0.00	\$2.69	\$134.50	\$4.99	\$249.50	\$5.51	\$275.50
13) FOOTBALL HELMETS (White w/Face Guards)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
XS-XL	N/B	\$0.00	\$91.44	\$5,486.40	\$79.95	\$4,797.00	N/B	\$0.00	N/B	\$0.00	\$67.00	\$4,020.00	N/B	\$0.00
14) FOOTBALLS RUBBER	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
Junior size	\$4.40	\$422.40	\$3.68	\$353.28	\$4.99	\$479.04	N/B	\$0.00	\$4.29	\$411.84	\$6.00	\$576.00	\$3.85	\$369.60
15) BASEBALL BATS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A.) 26" T-BALL	N/B	\$0.00	\$75.82	\$909.84	\$31.95	\$383.40	N/B	\$0.00	\$31.98	\$383.76	N/B	\$0.00	N/B	\$0.00
C.) 27" Baseball Bat	N/B	\$0.00	\$75.82	\$909.84	\$39.95	\$479.40	N/B	\$0.00	\$37.98	\$455.76	N/B	\$0.00	N/B	\$0.00
C.) 28" Baseball Bat	N/B	\$0.00	\$75.82	\$909.84	\$39.95	\$479.40	N/B	\$0.00	\$37.98	\$455.76	N/B	\$0.00	N/B	\$0.00
C.) 29" Baseball Bat	N/B	\$0.00	\$75.82	\$909.84	\$39.95	\$479.40	N/B	\$0.00	\$37.98	\$455.76	N/B	\$0.00	N/B	\$0.00
E.) 30" Baseball Bat	N/B	\$0.00	\$75.82	\$909.84	\$39.95	\$479.40	N/B	\$0.00	\$37.98	\$455.76	N/B	\$0.00	N/B	\$0.00
F.) 31" Baseball Bat	N/B	\$0.00	\$75.82	\$909.84	\$39.95	\$479.40	N/B	\$0.00	\$37.98	\$455.76	N/B	\$0.00	N/B	\$0.00
G.) 32"/29 oz. (BB)	N/B	\$0.00	\$76.68	\$920.16	\$159.95	\$1,919.40	N/B	\$0.00	\$68.98	\$827.76	N/B	\$0.00	N/B	\$0.00
H.) 33"/30 oz. (BB)	N/B	\$0.00	\$76.68	\$920.16	\$159.95	\$1,919.40	N/B	\$0.00	\$68.98	\$827.76	N/B	\$0.00	N/B	\$0.00
I.) 34"/31 oz. (BB)	N/B	\$0.00	\$76.68	\$920.16	\$159.95	\$1,919.40	N/B	\$0.00	\$68.98	\$827.76	N/B	\$0.00	N/B	\$0.00
16) FOOTBALL JERSEYS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) Youth Sizes	\$9.64	\$2,197.92	\$7.33	\$1,671.24	\$6.79	\$1,548.12	N/B	\$0.00	N/B	\$0.00	\$15.00	\$3,420.00	N/B	\$0.00
B) Adult Sizes	\$10.50	\$6,300.00	\$8.00	\$4,800.00	\$6.79	\$4,074.00	N/B	\$0.00	N/B	\$0.00	\$15.00	\$9,000.00	N/B	\$0.00
C) Adult 2X	\$12.00	\$360.00	\$9.33	\$279.90	\$6.79	\$203.70	N/B	\$0.00	N/B	\$0.00	\$15.00	\$450.00	N/B	\$0.00
17) Mouth Guards w/Straps - Individually Packed	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A)	N/B	\$0.00	\$0.29	\$290.00	\$3.54	\$3,540.00	N/B	\$0.00	N/B	\$0.00	\$0.40	\$400.00	\$0.39	\$390.00
18) Football Shoulder Pads	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) SIZE 80-100 LBS	\$28.95	\$1,389.60	\$38.62	\$1,853.76	\$27.95	\$1,341.60	N/B	\$0.00	N/B	\$0.00	\$25.00	\$1,200.00	N/B	\$0.00
B) SIZE 100-130 LBS	\$28.95	\$1,042.20	\$42.63	\$1,534.68	\$27.95	\$1,006.20	N/B	\$0.00	N/B	\$0.00	\$25.00	\$900.00	N/B	\$0.00
C) Size 130-160 LBS	\$28.95	\$694.80	\$45.24	\$1,085.76	\$27.95	\$670.80	N/B	\$0.00	N/B	\$0.00	\$25.00	\$600.00	N/B	\$0.00
19) FOOTBAL SIDE LINE CHAINS AND DOWNS SET	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A)	\$150.00	\$600.00	\$162.37	\$649.48	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$207.22	\$828.88	N/B	\$0.00
20) SWEATSHIRTS- WHITE	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) Youth Sizes	\$5.70	\$570.00	\$7.52	\$752.00	\$7.25	\$725.00	N/B	\$0.00	N/B	\$0.00	\$15.45	\$1,545.00	N/B	\$0.00
B) Adult Sizes	\$6.40	\$640.00	\$7.52	\$752.00	\$7.25	\$725.00	N/B	\$0.00	N/B	\$0.00	\$15.45	\$1,545.00	N/B	\$0.00
C) Adult 2x	\$6.40	\$160.00	\$9.80	\$245.00	\$8.45	\$211.25	N/B	\$0.00	N/B	\$0.00	\$16.00	\$400.00	N/B	\$0.00
21) POM POMS (COLORS)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
Each	N/B	\$0.00	N/B	\$0.00	\$6.99	\$3,495.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
22) INFLATING NEEDLES	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
	\$0.25	\$36.00	\$0.11	\$15.84	\$0.20	\$28.80	N/B	\$0.00	\$0.19	\$27.36	N/B	\$0.00	\$0.17	\$14.64
23) SOCCER CONES	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION

item # 4

OFFICIAL

VENDORS	24-7 Team Sales 4880 Lower Roswell Rd, Ste 165 Unit 360 Marietta, GA 30068		BSN Sports P. O. Box 49 Jenkintown, PA 19046		Johannseen 1116 Broad Street Augusta, GA 30901		Kelly Promotions 3712 Benchmark Drive Augusta, GA 30909		Pyramid School Products 6510 N. 54th Street Tampa, FL 33610		Riddell 7501 Performance Lane North Ridgeville, OH 44039		S & S Worldwide 75 Mill Street Colchester, CT 06415	
A)	\$0.95	\$95.00	\$0.64	\$64.00	\$0.89	\$89.00	N/B	\$0.00	\$0.98	\$98.00	N/B	\$0.00	\$3.54	\$60.18
24) SOCCER GOALS (WITH NETTING)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
Each	N/B	\$0.00	\$99.42	\$198.84	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$98.46	\$196.92
25) BASKETBALLS (YOUTH)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) Size 27	N/B	\$0.00	N/B	\$0.00	\$17.49	\$419.76	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
B) Size 28.5	N/B	\$0.00	N/B	\$0.00	\$17.49	\$629.64	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$14.21	\$511.56
C) Official	N/B	\$0.00	N/B	\$0.00	\$17.49	\$419.76	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
26) PLASTIC WHISTLES	COST	EXTENSION		EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) Each	\$0.40	\$40.00	\$0.30	\$30.00	\$0.35	\$35.00	N/B	\$0.00	\$0.34	\$34.00	N/B	\$0.00	\$0.35	\$35.00
27) GYM SHORTS (Colors)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) YOUTH SIZES S-XL	\$3.80	\$3,800.00	\$6.00	\$6,000.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
B) ADULT SIZES S-XL	\$3.80	\$3,800.00	\$5.47	\$5,470.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
C) ADULT SIZES 2XL	\$4.30	\$1,290.00	\$5.47	\$1,641.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
28) SOFTBALLS (FAST PITCH- TOURNAMENT)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) DZ	\$51.75	\$828.00	N/B	\$0.00	\$39.95	\$639.20	N/B	\$0.00	\$33.60	\$537.60	N/B	\$0.00	\$69.48	\$1,111.68
29) SOFTBALLS (FAST PITCH-YOUTH)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) SIZE: 11'	\$39.00	\$936.00	N/B	\$0.00	\$39.95	\$958.80	N/B	\$0.00	\$48.98	\$1,175.52	N/B	\$0.00	N/B	\$0.00
B) SIZE: 12'	\$39.00	\$936.00	N/B	\$0.00	\$39.95	\$958.80	N/B	\$0.00	\$48.98	\$1,175.52	N/B	\$0.00	N/B	\$0.00
30) SOFTBALLS (SLOW PITCH)	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) DZ	N/B	\$0.00	N/B	\$0.00	\$59.95	\$959.20	N/B	\$0.00	\$59.98	\$959.68	N/B	\$0.00	N/B	\$0.00
31) BASEBALL BAT	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) 26" (T-BALL)	N/B	\$0.00	N/B	\$0.00	\$31.95	\$383.40	N/B	\$0.00	\$31.98	\$383.76	N/B	\$0.00	\$9.28	\$111.36
32) SHIN GUARDS NAVY OR BLACK	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) YOUTH SIZE 10 & UNDER	\$2.50	\$60.00	N/B	\$0.00	\$24.95	\$598.80	N/B	\$0.00	\$25.98	\$623.52	N/B	\$0.00	N/B	\$0.00
B) YOUTH SIZE 12 & UNDER	\$2.50	\$60.00	N/B	\$0.00	\$26.45	\$634.80	N/B	\$0.00	\$26.98	\$647.52	N/B	\$0.00	N/B	\$0.00
33) FOOTBALL PANTS WHITE-WITH PADS	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION	COST	EXTENSION
A) XS-XL	\$12.90	\$9,675.00	N/B	\$0.00	\$12.94	\$9,705.00	N/B	\$0.00	\$14.99	\$11,242.50	\$12.00	\$9,000.00	N/B	\$0.00
Promaxima submitted a "NO BID" due to the fact that their company is a manufacturing company. They also enclosed a catalog. The Following Vendors are non-compliant for failure to acknowledge Addendum #1: 24-7 Team Sales Kelly Promotions Riddell														



RECREATION AND PARKS

Ron Houck, CPRP
Interim Director

December 16, 2019

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

Re: Bid Item #20-045 – Athletic Clothing and Equipment

Dear Geri,

Based on the low bid, the Augusta Recreation and Parks Department would like to submit our recommendation for Johannsen Sporting Goods to supply the following items: 1a, 1b, 1c, 2, 4a, 4b, 5, 8, 10, 13, 15a, 16a, 16b, 16c, 18a, 18b, 18c, 20a, 20b, 20c, 21, 25a, 25b, 25c, 29a, 29b, 30, 31, 32a, 32b and 33. For the following, the Recreation Department would like to submit our recommendation based on the low bid for Pyramid School Products to supply the following items: 6a, 6b, 9a, 9b, 12a, 12b, 15g, 15h, 15i, and 28. For the following, the Recreation Department would like to submit our recommendation based on the low bid for BSN Sports to supply the following items: 7, 14, 17, 19, 22, 23, 24, 26, 27. For items 3a, 3b, 3c, 11, 15b, 15c, 15d, 15e, and 15f, it is the recommendation of the Recreation Department that Johannsen Sporting Goods be offered the opportunity to match the low bid based on the local vendor preference. In addition, our recommendations are based on satisfactory work with all vendors in the past. As always, we thank you and your staff for all the help during this process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Houck", written over a light blue circular stamp.

Ron Houck, CPRP
Interim Director

Cc: Joanie Adams, Recreation Deputy Director
Bobby Martin, Athletic Manager

ALUMINUM ATHLETIC EQUIPMENT CO.
1000 ENTERPRISE DRIVE
RYYERSFORD, PA 19468

ANACONDA SPORTS
85 KATRINE LANE
LAKE KATRINE, NY 12449

AMERICAN SOCCER COMPANY, INC.
726 E ANAHEIM STREET
WILMINGTON, CA 90744

JOHANNSSEN SPORTING GOODS
PAT JOHANNSSEN
1116 BROAD STREET
AUGUSTA, GA 30901

BSN SPORTS PASSON'S SPORT & US GAMES
P. O. BOX 49
JENKINTOWN, PA 19046

RIDDELL/ALL AMERICAN
669 SUGAR LANE
ELYRIA, OH 44035
RETURNED MAIL

PYRAMID SCHOOL PRODUCTS
6510 N 54TH STREET
TAMPA, FL 33610

KELLY PROMOTIONAL PRODUCTS
3712 BENCHMARK DRIVE
AUGUSTA, GA 30909

JOHANNSSENS SPORTING GOODS
P. O. BOX 23
AUGUSTA, GA 30903-0023

RIDDEL
290 S. SHORE DRIVE
NEWMAN, GA 30263

SPORT SUPPLY
P. O. BOX 7726
DALLAS, TX 75209

S&S WORLDWIDE
P. O. BOX 513
COLCHESTER, CT 06415

RIDDELL
7501 PERFORMANCE LANE
NORTH RIDGEVILLE, OH 44039

GTM SPORTWEAR
520 MCCALL ROAD
MANHATTAN, KS 66502

COLLEGIATE PACIFIC
P. O. BOX 7087
DALLAS, TX 75209

SMS SPORTSWORLD
354 E. MARTINTOWN ROAD
NORTH AUGUSTA, SC 29841
RETURNED MAIL

A.M. PLAYER
413 INDIANHILL TRAIL
MARIETTA, GA 30068-0904
RETURNED MAIL

PROMAXIMA STRENGTH & CONDITIONING
5310 ASHBROOK
HOUSTON, TX 77081

MAURICE MCDOWELL
INTERIM DEPUTY ADMINISTRATOR
(ITB ONLY)

TREZA EDWARDS
COMPLIANCE OFFICE/LSBOP

BOBBY MARTIN
RECREATION AND PARKS

BID ITEM 20-045
ATHLETIC CLOTHING & EQUIPMENT
RECREATION & PARKS
MAILED: JUN 27, 2019

BID ITEM 20-045
ATHLETIC CLOTHING & EQUIPMENT
RECREATION & PARKS
BID DUE: FRI. AUG. 2, 2019 11:00 A.M.



Administrative Services Committee Meeting
1/14/2020 1:20 PM
Equipment Service Agreements

Department: Central Services Department

Presenter: Takiyah A. Douse

Caption: Motion to approve the five-year service agreements for the Judicial Center (\$83,933.40), Webster Detention Center (\$186,433.49), Municipal Building (\$116,676.22) and Sheriff's Office (\$37,287.07) provided by Trane, Inc., as the original equipment manufacturer.

Background: The previous five year service agreement contracts for the Webster Detention Center, Sheriff's Office, Judicial Center, and Municipal Building expired on December 31, 2019. The absence of this service contract will leave the HVAC chiller equipment at these facilities susceptible to out of contract expenses, should a need for service arise. The equipment warranty will be void if any other vendor services the equipment. As the original equipment manufacturer, Trane, Inc. is able to provide Augusta preferential service agreements that will aid in limited down time, expedited parts, and timely recurring preventative maintenance.

Analysis: Each contract is for five years and includes advanced diagnostic data, annual equipment inspections, quarterly operating inspections, refrigerant usage reports and 24 hours a day service. Proper equipment maintenance can save time and money, by minimizing unscheduled repairs and/or service calls.

Financial Impact: Year 1 Total Cost \$ 79,924.53 • RCSO Admin \$ 7,023.19 • Judicial Center \$ 15,809.24 • Webster Detention \$ 35,115.60 • Municipal Building \$ 21,976.50 Year 2 Total Cost \$ 82,322.28 • RCSO Admin \$ 7,233.89 • Judicial Center \$ 16,283.52 • Webster Detention \$ 36,169.07 • Municipal Building \$ 22,635.80 Year 3 Total Cost \$ 84,791.93 • RCSO Admin \$ 7,450.90 • Judicial Center \$ 16,772.02 • Webster Detention \$ 37,254.14 • Municipal Building \$ 23,314.87 Year 4 Total Cost \$ 87,335.68 • RCSO Admin \$ 7,674.43 • Judicial Center \$

17,275.18 • Webster Detention \$ 38,371.76 • Municipal Building \$ 24,014.31 Year 5 Total Cost \$ 89,955.66 • RCSO Admin \$ 7,904.66 • Judicial Center \$ 17,793.34 • Webster Detention \$ 39,522.92 • Municipal Building \$ 24,734.74

Alternatives:

Year 1 Total Cost \$ 79,924.53 • RCSO Admin \$ 7,023.19 • Judicial Center \$ 15,809.24 • Webster Detention \$ 35,115.60 • Municipal Building \$ 21,976.50 Year 2 Total Cost \$ 82,322.28 • RCSO Admin \$ 7,233.89 • Judicial Center \$ 16,283.52 • Webster Detention \$ 36,169.07 • Municipal Building \$ 22,635.80 Year 3 Total Cost \$ 84,791.93 • RCSO Admin \$ 7,450.90 • Judicial Center \$ 16,772.02 • Webster Detention \$ 37,254.14 • Municipal Building \$ 23,314.87 Year 4 Total Cost \$ 87,335.68 • RCSO Admin \$ 7,674.43 • Judicial Center \$ 17,275.18 • Webster Detention \$ 38,371.76 • Municipal Building \$ 24,014.31 Year 5 Total Cost \$ 89,955.66 • RCSO Admin \$ 7,904.66 • Judicial Center \$ 17,793.34 • Webster Detention \$ 39,522.92 • Municipal Building \$ 24,734.74

Recommendation:

Motion to approve the five-year service agreements for the Judicial Center (\$83,933.40), Webster Detention Center (\$186,433.49), Municipal Building (\$116,676.22) and Sheriff's Office (\$37,287.07) provided by Trane, Inc., as the original equipment manufacturer.

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

RCSO Admin; 101016216 Judicial Center; 101016215 Webster Detention Center; 101016213 Municipal Building; 101016211

REVIEWED AND APPROVED BY:

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

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Rev. 09/10/12

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 101016216/5223112
DEPARTMENT HEAD: *[Signature]*

REQUISITION

REQUISITION:
REQUISITION DATE: 01/02/2020
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

20 JAN 6 4:10:03

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	HVAC equipment coverage for the Richmond County Sheriffs Office-	1	\$ 7,023.19	\$ 7,023.19				
2	Service Agreement							
3								
4	* Sole Source							
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
TOTAL BID			\$	7,023.19				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



Central Services Department

Takiyah A. Douse, Director

2760 Peach Orchard Road, Augusta, GA 30906

Laquona Sanderson, Business Analyst (706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Takiyah A. Douse, Director, Central Services Department

DATE: December 19, 2019

RE: Sole Source Request

In accordance with Sec. 1-10-56 of the Procurement Policies and Procedures Manual we are seeking approval to proceed with a sole source procurement for the attached service agreement provided by TRANE for the Richmond County Sheriff's Office located at 400 Walton Way.

The Richmond County Sheriff's Office currently has one TRANE manufactured Air-Cooled Chiller that operates for the entire facility. The Service Agreement with TRANE protects and enhances full system functionality by ensuring all components are well maintained and function to OEM standards. In order to ensure that the chiller is fully operational and receives routine maintenance which includes parts and labor coverage for HVAC equipment repairs we recommend partnering with TRANE.

The TRANE service agreement is for a five year term with the following annual amounts per year:

Contract Year	Annual Amount
Year 1	\$7,023.19
Year 2	\$7,233.89
Year 3	\$7,450.90
Year 4	\$7,674.43
Year 5	\$7,904.66

If you have any questions or concerns please do not hesitate to contact me.

Thank you for your assistance

TAD/lcs



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
804 Trane Road
Augusta, GA 30909

Trane Representative

Calvin Smith
Cell: 706-699-3614

Proposal ID

1588483

Service Contract Number**Contact Telephone Number for
Service****Company Name**

Richmond County Board of
Commissioners
530 Green Street Room 105
Augusta, GA 30911 U.S.A.
Takiyah Douse

Site Address:

Augusta Richmond County Sheriffs
Office
400 Walton Way
AUGUSTA, GA 30901
United States

December 17, 2019

Item # 5



EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs

Item # 5



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business



Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane



HVAC EQUIPMENT COVERAGE

Augusta Richmond County Sheriffs Office

The following "Covered Equipment" will be serviced at Augusta Richmond County Sheriffs Office:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM080F2F	U11M27120	

Description

CGAM Annual Inspection (Service 1)
CGAM Operational Quarterly Inspection (Service 2)

Quantity Per Term

5
15

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: CGAM Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Meg Compressor Motor(s)
- Remove Panels Generic
- Compressor Oil Level Check- Air-Cooled Scroll
- Oil Analysis - Air-Cooled Scroll
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- Coil Cleaning Solution
- TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Reinstall Panels Generic
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Clean and Repaint

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**Service 2: CGAM Operational Quarterly Inspection****Description**

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Visual Condenser Coil Check
- Shut Down Unit
- Compressor Oil Level Check- Air-Cooled Scroll
- Return Unit to Normal Operation
- TechView/KestrelView Connection
- Check Fans for Rubbing
- Review Diagnostics
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

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SITE COVERAGE

Augusta Richmond County Sheriffs Office	400 Walton Way, AUGUSTA, GA 30901, United States
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PRICING AND ACCEPTANCE

Takiyah Douse
Central Services Director
Richmond County Board of Commissioners
530 Green Street Room 105
Augusta, GA 30911 U.S.A.

Site Address:
Augusta Richmond County Sheriffs Office
400 Walton Way
AUGUSTA, GA 30901
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	7,023.19	1,755.80	Quarter
Year 2	7,233.89	1,808.47	Quarter
Year 3	7,450.90	1,862.72	Quarter
Year 4	7,674.43	1,918.61	Quarter
Year 5	7,904.66	1,976.16	Quarter

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 210.70 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2024, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this



Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Road Augusta, GA 30909.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Submitted By: Calvin Smith

Printed Name

Proposal Date: November 6, 2019

Cell:

Office:

License Number:

Title

Authorized Representative

Purchase Order

Title

Acceptance Date

Signature Date

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020.
Total Contract Amount: \$37,287.07 USD.

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TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages,

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losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b)

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any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-80, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)

Superseded 1-26.130-7 (1114)

item # 5



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

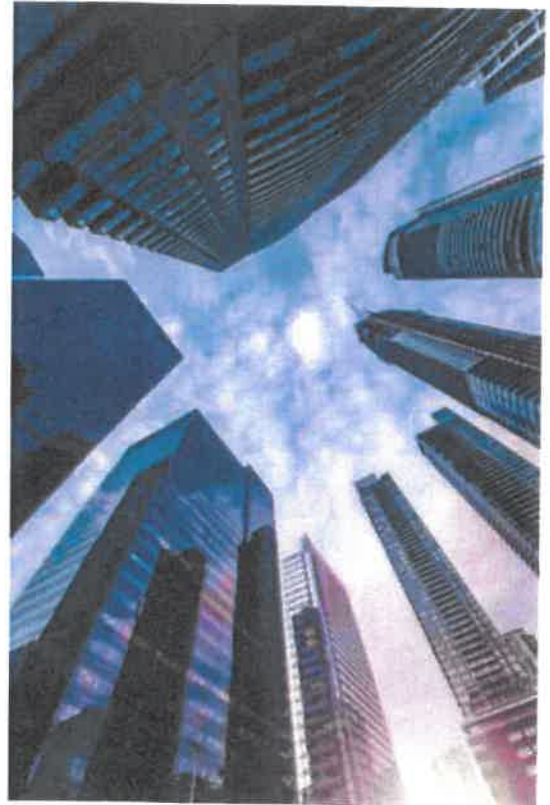
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: CGAM Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Visual Condenser Coil Check
- Lock Out Tag Out (Standard)
- Electrical Inspection
- Meg Compressor Motor(s)
- Remove Panels Generic
- Compressor Oil Level Check- Air-Cooled Scroll
- Oil Analysis - Air-Cooled Scroll
- Leak Test (High Pressure)
- Strainer Maintenance - BPHE Units
- Inspect Piping - CGAM
- Coil Cleaning Solution
- TechView/KestrelView Connection
- Review Diagnostics
- Check Fans for Rubbing
- Check EXV Sight Glass
- Reinstall Panels Generic
- Run Service Report From TechView
- Techview/Kestrel View Disconnection
- Clean and Repaint

Service 2: CGAM Operational Quarterly Inspection

Description

- Customer Notification of Unit Maintenance
- Initial Site Inspection
- Visual Condenser Coil Check
- Shut Down Unit
- Compressor Oil Level Check- Air-Cooled Scroll
- Return Unit to Normal Operation
- TechView/KestrelView Connection
- Check Fans for Rubbing
- Review Diagnostics
- Check EXV Sight Glass
- Run Service Report From TechView
- Techview/Kestrel View Disconnection

Item # 5

Judicial Center



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: TRANE **E-Verify Number:** 14101

Commodity: HVAC

Estimated annual expenditure for the above commodity or service: \$ \$15,809.24

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

- _____ 1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
- _____ 2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
- _____ 3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
- _____ 4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
- _____ 6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: LaQuona Sanderson Department: Central Services Dept. Date: 12/19/19

Department Head Signature: *Theresa* Date: 11/26/20

Approval Authority: John Samuels Date: 1/6/20

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval
Five (5) year Contract Service Agreements

Rev. 09/10/12

Item # 5

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT
REQUISITION**

20 JAN 6 AM 10:03

DEPARTMENT NAME: Central Services Department

DEPARTMENT NUMBER: 101016215/52.23112

DEPARTMENT HEAD:



REQUISITION:

REQUISITION DATE: 01/01/2020

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	HVAC equipment coverage for the Augusta Judicial Center- Service Agreement	1	\$ 15,809.24	\$ 15,809.24				
2								
3								
4	* Sole Source							
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
TOTAL BIDS			\$	15,809.24				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

ITEM



Central Services Department

Takiyah A. Douse, Director

2760 Peach Orchard Road, Augusta, GA 30906

Laquona Sanderson, Business Analyst (706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Takiyah A. Douse, Director, Central Services Department

DATE: December 19, 2019

RE: Sole Source Memo

In accordance with Sec. 1-10-56 of the Procurement Policies and Procedures Manual we are seeking approval to proceed with a sole source procurement for the attached service agreement provided by TRANE for the Augusta Judicial Center located at 735 James Brown Blvd.

The Augusta Judicial Center currently has two TRANE manufactured Centrifugal Chillers that operate the entire facility. The Service Agreement with TRANE protects and enhances full system functionality by ensuring all components are well maintained and function to OEM standards. In order to ensure that the chiller is fully operational and receives routine maintenance which includes parts and labor coverage for HVAC equipment repairs we recommend partnering with TRANE.

The TRANE service agreement is for a five year term with the following annual amounts per year:

Contract Year	Annual Amount
Year 1	\$15,809.24
Year 2	\$16,283.52
Year 3	\$16,772.02
Year 4	\$17,275.18
Year 5	\$17,793.44

If you have any questions or concerns please do not hesitate to contact me.

Thank you for your assistance.

TAD/lcs



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
804 Trane Road
Augusta, GA 30909

Trane Representative

Calvin Smith
Cell: 706-699-3614

Proposal ID

1322556

Service Contract Number**Contact Telephone Number for
Service****Company Name**

Richmond County Board of
Commissioners
530 Green Street Room 105
Augusta, GA 30911 U.S.A.
Takiyah Douse

Site Address:

Richmond County Judicial Center
735 James Brown Boulevard
AUGUSTA, GA 30901
United States

December 17, 2019

Item # 5



EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

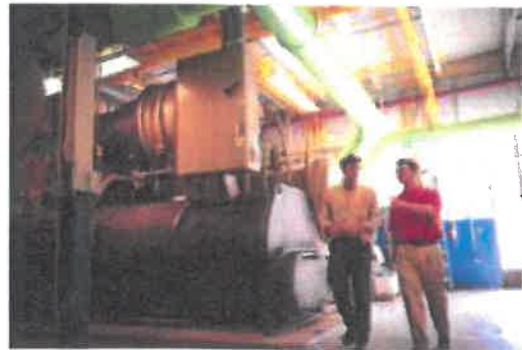
This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business



Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane



HVAC EQUIPMENT COVERAGE

Richmond County Judicial Center

The following "Covered Equipment" will be serviced at Richmond County Judicial Center:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE045GA4	L09H01169	
Centrifugal Chiller	1	Trane	CVHE045GA4	L09H01170	

Description

Centrifugal Annual Inspection (Service 1)

Centrifugal Operational Quarterly Inspection (Service 2)

Quantity Per Term

5

15

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Brushing Including Head Removal
- Meg Compressor Motor
- Open Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Compressor Starter Inspection - Centrifugal
- Control Panel Calibration Check
- Close Starter Panel Door(s)
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Pre-Start Chiller Check
- Start Chiller
- High Side Leak Check Inspection
- Manual Log With Electronic Device
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters

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**Service 2: Centrifugal Operational Quarterly Inspection****Description**

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Item # 5



SITE COVERAGE

Richmond County Judicial Center	735 James Brown Boulevard, AUGUSTA, GA 30901, United States
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Item # 5



PRICING AND ACCEPTANCE

Takiyah Douse
Central Services Director
Richmond County Board of Commissioners
530 Green Street Room 105
Augusta, GA 30911 U.S.A.

Site Address:
Richmond County Judicial Center
735 James Brown Boulevard
AUGUSTA, GA 30901
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	15,809.24	3,952.31	Quarter
Year 2	16,283.52	4,070.88	Quarter
Year 3	16,772.02	4,193.00	Quarter
Year 4	17,275.18	4,318.80	Quarter
Year 5	17,793.44	4,448.36	Quarter

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 474.28 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2024, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this

Item # 5



Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Road Augusta, GA 30909.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Calvin Smith
_____ Printed Name	_____ Proposal Date: November 6, 2019
_____ Title	_____ Cell: 706-699-3614
_____ Purchase Order	_____ Office:
_____ Acceptance Date	_____ License Number:
	_____ Authorized Representative
	_____ Title
	_____ Signature Date

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020.
Total Contract Amount: \$83,933.40 USD.

Item # 5



LET'S GO BEYOND™

TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping; hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages,

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losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b)

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any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)

Supersedes 1-26.130-7 (1114)

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

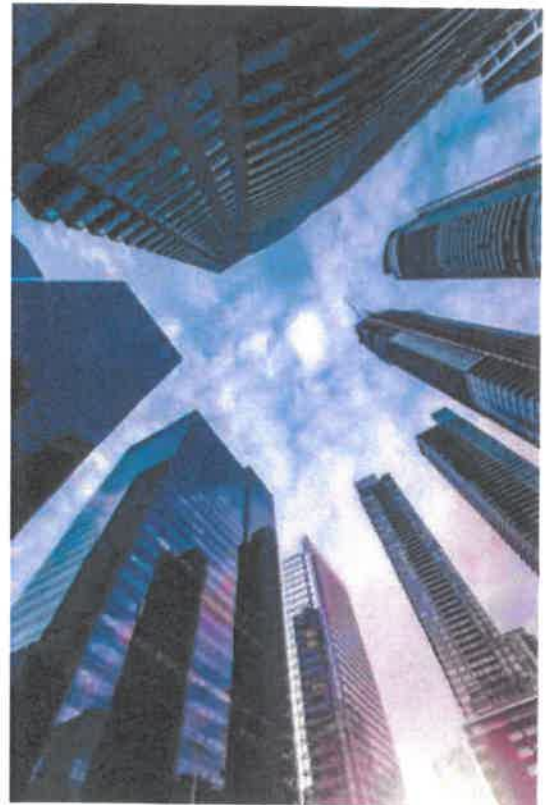
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Condenser Tube Brushing Including Head Removal
- Meg Compressor Motor
- Open Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Compressor Starter Inspection - Centrifugal
- Control Panel Calibration Check
- Close Starter Panel Door(s)
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Pre-Start Chiller Check
- Start Chiller
- High Side Leak Check Inspection
- Manual Log With Electronic Device
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters

Service 2: Centrifugal Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device

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Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: TRANE E-Verify Number: 14101

Commodity: HVAC

Estimated annual expenditure for the above commodity or service: \$ \$35,115.60

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: LaQuona Sanderson Department: Central Services Dept. Date: 12/19/19

Department Head Signature: St. House Date: 1/2/20

Approval Authority: CA Sampedro Date: 1/6/20

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval
Five (5) year Contract Service Agreement Item # 5

**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 101016213/52.23112
DEPARTMENT HEAD:



20 JAN 6 AM 10:02

REQUISITION:
REQUISITION DATE: 01/02/2020
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	HVAC equipment coverage for Charles B. Webster Detention Center	1	\$ 35,115.60	\$ 35,115.60				
2	Service Agreement							
3								
4	*Sole Source							
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
TOTAL BID								
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								



Central Services Department

Takiyah A. Douse, Director

2760 Peach Orchard Road, Augusta, GA 30906

Laquona Sanderson, Business Analyst (706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Takiyah A. Douse, Director, Central Services Department

DATE: December 19, 2019

RE: Sole Source Memo

In accordance with Sec. 1-10-56 of the Procurement Policies and Procedures Manual we are seeking approval to proceed with a sole source procurement for the attached service agreement provided by TRANE for the Charles B. Webster Detention Center located at 1941 Phinizy Road.

The Charles B. Webster Detention Center currently has four TRANE manufactured Centrifugal Chillers that operate the entire facility. The Service Agreement with TRANE protects and enhances full system functionality by ensuring all components are well maintained and function to OEM standards. In order to ensure that the chiller is fully operational and receives routine maintenance which includes parts and labor coverage for HVAC equipment repairs we recommend partnering with TRANE.

The TRANE service agreement is for a five year term with the following annual amounts per year:

Contract Year	Annual Amount
Year 1	\$35,115.60
Year 2	\$36,169.07
Year 3	\$37,254.14
Year 4	\$38,371.76
Year 5	\$39,522.92

If you have any questions or concerns please do not hesitate to contact me.

Thank you for your assistance.

TAD/lcs



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
804 Trane Road
Augusta, GA 30909

Trane Representative

Calvin Smith
Cell: (706) 699-3614

Proposal ID

576654

Service Contract Number**Contact Telephone Number for
Service****Company Name**

Richmond County of
City Council Mun Bldg 11
530 Greene St Rm 605
AUGUSTA, GA 30911 U.S.A.
Takiyah Douse

Site Address:

Webster Detention Center f/k/a
Phinizy Rd Jail
1941 Phinizy Road
AUGUSTA, GA 30906
United States

December 17, 2019

Item # 5



EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

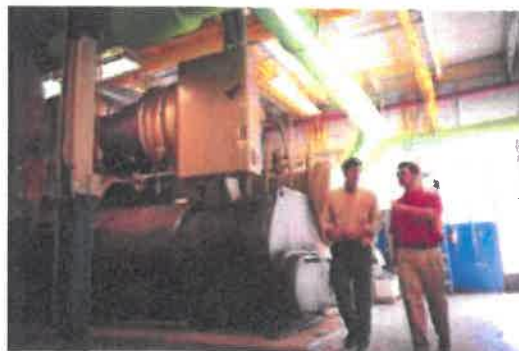
Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business



Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane



HVAC EQUIPMENT COVERAGE

Webster Detention Center f/k/a Phinizy Rd Jail

The following "Covered Equipment" will be serviced at Webster Detention Center f/k/a Phinizy Rd Jail:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE025GA5	L13D01609	
Centrifugal Chiller	1	Trane	CVHE028FA2	L97A00016	CTV02
Centrifugal Chiller	1	Trane	CVHE028FA2	L97A00061	CTV01
Centrifugal Chiller	1	Trane	CVHE032FA4	L09J01538	

Description

Centrifugal Annual Inspection (Service 1)

Centrifugal Operational Quarterly Inspection (Service 2)

Quantity Per Term

5

15

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Leak Check With Hot Water/Domestic Hot Water
- Leak Check With Hot Water/Propane
- Leak Check With Hot Water/Electric
- Condenser Tube Inspection - Removing Head
- Condenser Tube Brushing (Head Previously Removed)
- Condenser Tube Brushing Including Head Removal
- Evaporator Tube Inspection With Dropping Head
- Evaporator Tube Cleaning (Head Previously Removed)
- Evaporator Tube Cleaning With Dropping Head
- Open Starter Panel Door(s)

Item # 5



- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- High Side Leak Check Inspection
- Manual Log With Electronic Device

Service 2: Centrifugal Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device



SITE COVERAGE

Webster Detention Center f/k/a Phinizy Rd Jail	1941 Phinizy Road, AUGUSTA, GA 30906, United States
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Item # 5



PRICING AND ACCEPTANCE

Takiyah Douse
Central Services Director
Richmond County of
City Council Mun Bldg 11
530 Greene St Rm 605
AUGUSTA, GA 30911 U.S.A.

Site Address:
Webster Detention Center f/k/a Phinizy Rd Jail
1941 Phinizy Road
AUGUSTA, GA 30906
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	35,115.60	8,778.90	Quarter
Year 2	36,169.07	9,042.27	Quarter
Year 3	37,254.14	9,313.54	Quarter
Year 4	38,371.76	9,592.94	Quarter
Year 5	39,522.92	9,880.73	Quarter

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 1,053.47 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2024, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date.



set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Road Augusta, GA 30909.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE

TRANE ACCEPTANCE

Trane U.S. Inc.

Authorized Representative

Submitted By: Calvin Smith

Printed Name

Proposal Date: November 6, 2019

Cell: (706) 699-3614

Office:

License Number:

Title

Authorized Representative

Purchase Order

Title

Acceptance Date

Signature Date

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020.
Total Contract Amount: \$186,433.49 USD.

Item # 5



TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages,



losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b)

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any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)

Supersedes 1-26.130-7 (1114)

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APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

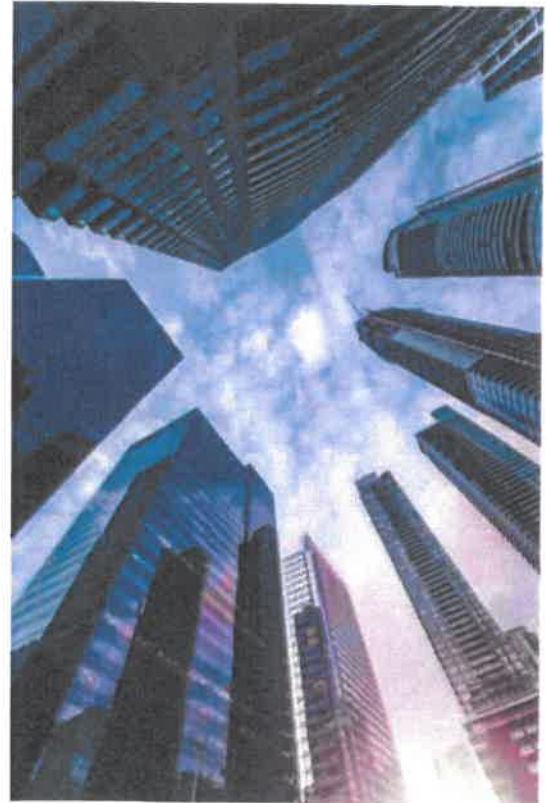
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Leak Check With Hot Water/Domestic Hot Water
- Leak Check With Hot Water/Propane
- Leak Check With Hot Water/Electric
- Condenser Tube Inspection - Removing Head
- Condenser Tube Brushing (Head Previously Removed)
- Condenser Tube Brushing Including Head Removal
- Evaporator Tube Inspection With Dropping Head
- Evaporator Tube Cleaning (Head Previously Removed)
- Evaporator Tube Cleaning With Dropping Head
- Open Starter Panel Door(s)
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Close Starter Panel Door(s)
- Control Panel Electrical Inspection - Centrifugal
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Pre-Start Chiller Check
- Start Chiller
- High Side Leak Check Inspection
- Manual Log With Electronic Device

Service 2: Centrifugal Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics

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- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device

Item # 5

Municipal Building



Print Form

Sole Source Justification (Reference Article 6, Procurement Source Selection Methods and Contract Awards, § 1-10-56 SOLE SOURCE PROCUREMENT

Vendor: TRANE **E-Verify Number:** 14101

Commodity: HVAC

Estimated annual expenditure for the above commodity or service: \$ \$21,976.50

Initial all entries below that apply to the proposed purchase. Attach a memorandum containing complete justification and support documentation as directed in initialed entry. (More than one entry will apply to most sole source products/services requested).

1. SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER OR PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS. (Attach the manufacturer's written certification that no regional distributors exist. Item no. 4 also must be completed.)
2. SOLE SOURCE REQUEST IS FOR ONLY THE AUGUSTA GEORGIA AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER OR PROVIDER. (Attach the manufacturer's — not the distributor's — written certification that identifies all regional distributors. Item no. 4 also must be completed.)
3. THE PARTS/EQUIPMENT ARE NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER. (Explain in separate memorandum.)
4. THIS IS THE ONLY KNOWN ITEM OR SERVICE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT OR PERFORM THE INTENDED FUNCTION. (Attach memorandum with details of specialized function or application.)
- X 5. THE PARTS/EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Attach memorandum describing basis for standardization request.)
6. NONE OF THE ABOVE APPLY. A DETAILED EXPLANATION AND JUSTIFICATION FOR THIS SOLE SOURCE REQUEST IS CONTAINED IN ATTACHED MEMORANDUM.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this sole source justification be authorized as a sole source for the service or material.

Name: LaQuona Sanderson Department: Central Services Dept. Date: 12/19/19

Department Head Signature: Therese Date: 11/26/20

Approval Authority: [Signature] Date: 1/6/20

Administrator Approval: (required – not required) _____ Date: _____

COMMENTS: Requires Commission Approval
Five (5) year Contract Service Agreements

Rev. 09/10/12

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**AUGUSTA-RICHMOND COUNTY GEORGIA
PURCHASING DEPARTMENT**

DEPARTMENT NAME: Central Services Department
DEPARTMENT NUMBER: 101016211/52.23112
DEPARTMENT HEAD: 

REQUISITION:
REQUISITION DATE: 01/02/2020
PURCHASE ORDER NUMBER:
PURCHASE ORDER DATE:

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	HVAC equipment coverage for the Municipal Building- Service Agreement	1	\$ 21,976.50	\$ 21,976.50				
2								
3								
4	* Sole Source							
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
TOTAL BID			\$	21,976.50				
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

20 JAN 5 AM 10:03



Central Services Department

Takiyah A. Douse, Director

2760 Peach Orchard Road, Augusta, GA 30906

Laquona Sanderson, Business Analyst (706) 821-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Takiyah A. Douse, Director, Central Services Department

DATE: December 19, 2019

RE: Sole Source Memo

In accordance with Sec. 1-10-56 of the Procurement Policies and Procedures Manual we are seeking approval to proceed with a sole source procurement for the attached service agreement provided by TRANE for the Municipal Building located at 535 Telfair Street.

The Municipal Building currently has two TRANE manufactured Centrifugal Chillers that operate the entire facility. The Service Agreement with TRANE protects and enhances full system functionality by ensuring all components are well maintained and function to OEM standards. In order to ensure that the chiller is fully operational and receives routine maintenance which includes parts and labor coverage for HVAC equipment repairs we recommend partnering with TRANE.

The TRANE service agreement is for a five year term with the following annual amounts per year:

Contract Year	Annual Amount
Year 1	\$21,976.50
Year 2	\$22,635.80
Year 3	\$23,314.87
Year 4	\$24,014.31
Year 5	\$24,734.74

If you have any questions or concerns please do not hesitate to contact me.

Thank you for your assistance.

TAD/lcs



SELECT SERVICE AGREEMENT

Trane Office

Trane U.S. Inc.
804 Trane Road
Augusta, GA 30909

Trane Representative

Calvin Smith
Cell: (706) 699-3614

Proposal ID

789326

Service Contract Number**Contact Telephone Number for
Service****Company Name**

Augusta - Richmond County
530 Green Street Room 105
Augusta, GA 30911 U.S.A.
Takiyah Douse

Site Address:

Richmond County Municipal Bldg
530 Greene Street
AUGUSTA, GA 30901
United States

December 17, 2019



Item # 5



EXECUTIVE SUMMARY

This **Select Service Agreement** includes parts and labor coverage for HVAC equipment repairs under the umbrella of an annual planned maintenance contract. It is the easiest, most affordable and most reassuring way to ensure your HVAC equipment is continuously operating at peak performance levels.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. Plus, the added repair coverage helps you minimize unplanned downtime and avoid unexpected expenses.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

Protect your bottom line. Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP*) O&M Guide 2010

FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.



SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls



Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee



REPAIR COVERAGE FOR SELECTED COMPONENTS

Repair Coverage pre-authorizes Trane to repair selected system components. Costs for parts and labor (performed during normal Trane business hours) are included within the coverage of the annual maintenance contract. The scope of this coverage is specified later in this agreement.

Advantages:

- Minimize unplanned downtime by giving Trane the authority to take care of repairs proactively
- Make repairs a budget item, not an unexpected expense
- Maintain optimal system performance

Implementation:

- Collaborative selection of covered systems and components
- Repair or replacement of failed or worn components
- Separate invoicing for overtime and after-hours labor





REFRIGERANT MANAGEMENT

US Environmental Protection Agency (EPA) has placed in effect more stringent regulations on refrigerant management and reporting in 2017. Section 608 of the Clean Air Act prohibits the knowing release of refrigerant during the maintenance, service, repair, or disposal of air-conditioning and refrigeration equipment. The EPA requires proper refrigerant management practices by owners and operators of refrigeration and air-conditioning systems, all servicing technicians and others. ***The Clean Air Act requires owners to maintain records of refrigerant usage and leak rates for each air-conditioning or refrigeration appliance with refrigerant charge greater than 50 lbs. and for disposal of units between 5 and 50 lbs. of refrigerant. These records must be maintained for 3 years and be directly accessible if audited by the EPA.*** This brief summary of Section 608 of the Clean Air Act is provided for informational purposes only and is not for the purpose of providing legal advice. You should contact your attorney to obtain advice with respect to the application of Section 608 of the Clean Air Act to your business.



Trane Technicians are Universally certified (the highest level possible) to service, manage, and document your refrigerant and are knowledgeable of applicable law and time constraints to repair leaks. Trane Technicians track all refrigerant in all equipment serviced regardless of appliance size.

When a customer has ***all*** their refrigerant work performed by a Trane technician - Trane Refrigerant Management software maintains complete record of refrigerant transactions and appliance leak rates. Refrigerant reports provided by Trane will contain the information to satisfy EPA record keeping requirements.

Advantages:

- Real time reporting of refrigerant leak rate informs proactive decisions
- Stay in compliance with state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs

Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Refrigerant Usage Reports are generated according to your needs



TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year

COOLING CONTINGENCY PLANNING

Cooling Contingency Planning anticipates high-risk or unusual situations, and develops strategies for responding to emergencies. With multiple equipment rental depots and numerous warehouse sites strategically located across North America, Trane response time is among the fastest (and most comprehensive) in the industry.

Advantages:

- Mitigate risks with thorough advance planning
- Shorten the duration of downtime with immediate access to temporary equipment
- Alleviate negative consequences: productivity losses, fines, inventory spoilage, lost business



Implementation:

- Trane account managers and/or technicians assist in the development of the customized contingency plan:
 - Equipment planning for temporary air conditioning and portable auxiliary power units
 - Recommendations for facility modifications to prepare for temporary cooling
- Contingency plan kept on file at your facility and at Trane



HVAC EQUIPMENT COVERAGE

Richmond County Municipal Bldg

The following "Covered Equipment" will be serviced at Richmond County Municipal Bldg:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Centrifugal Chiller	1	Trane	CVHE040FA3	L01B06967	CVH02
Centrifugal Chiller	1	Trane	CVHE040FA3	L01B06968	CVH01

Description

Centrifugal Annual Inspection (Service 1)

Centrifugal Operational Quarterly Inspection (Service 2)

Quantity Per Term

5

15

CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Control Panel Electrical Inspection - Centrifugal
- Open Starter Panel Door(s)
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Close Starter Panel Door(s)
- Pre-Start Chiller Check
- Start Chiller
- Condenser Tube Brushing Including Head Removal
- Manual Log With Electronic Device
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Evaporator Tube Cleaning With Dropping Head

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**Service 2: Centrifugal Operational Quarterly Inspection****Description**

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device

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SITE COVERAGE

Richmond County Municipal Bldg	530 Greene Street, AUGUSTA, GA 30901, United States
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PRICING AND ACCEPTANCE

Takiyah Douse
Central Services Director
Augusta - Richmond County
530 Green Street Room 105
Augusta, GA 30911 U.S.A.

Site Address:
Richmond County Municipal Bldg
530 Greene Street
AUGUSTA, GA 30901
United States

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "Select Service Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	21,976.50	5,494.12	Quarter
Year 2	22,635.80	5,658.95	Quarter
Year 3	23,314.87	5,828.72	Quarter
Year 4	24,014.31	6,003.58	Quarter
Year 5	24,734.74	6,183.68	Quarter

☐ Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 659.30 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on December 31, 2024, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this

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Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 804 Trane Road Augusta, GA 30909.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Submitted By: Calvin Smith
Printed Name	Proposal Date: November 5, 2019
	Cell: (706) 699-3614
	Office:
Title	License Number:
Purchase Order	Authorized Representative
	Title
Acceptance Date	Signature Date

The Initial Term of this Service Agreement is 5 years, beginning January 1, 2020.
Total Contract Amount: \$116,676.22 USD.

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LET'S GO BEYOND™

TERMS AND CONDITIONS

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. **Agreement.** These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. **Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

3. **Fees and Taxes.** Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

4. **Payment.** Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

5. **Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

6. **Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

7. **Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

8. **Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages,

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losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

9. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

10. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

12. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

13. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b)

Item # 5



any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

16. Remote Connectivity. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

17. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)

Superseded by 1-26.130-7 (1114)

Item # 5



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

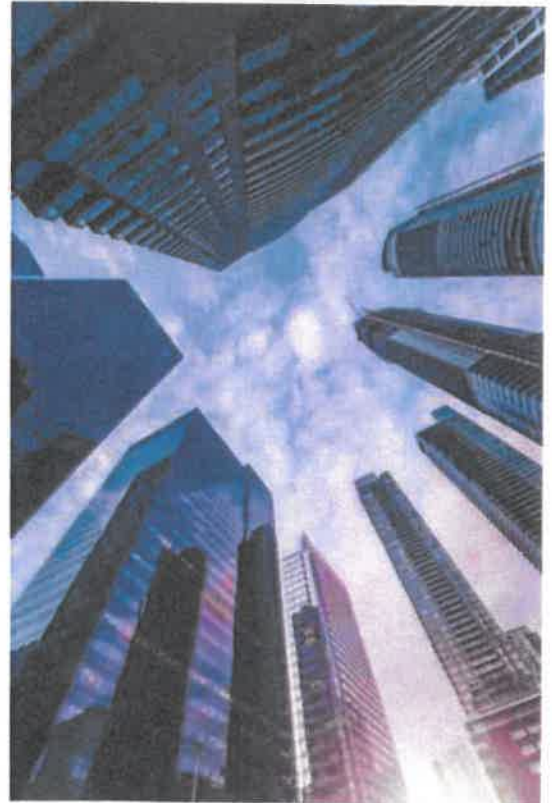
In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems





CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Service 1: Centrifugal Annual Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Oil Analysis Per Circuit
- Purge Maintenance And Operation
- Purge Plus Expiration Date Check (High Performance)
- Vane Linkage And Oil Valve Lubrication
- Centrifugal Oil Filter Change
- Compressor Starter Inspection - Centrifugal
- Meg Compressor Motor
- Control Panel Electrical Inspection - Centrifugal
- Open Starter Panel Door(s)
- Control Panel Calibration Check
- Low Temperature Sensor Calibration
- Drain Rupture Disc Vent Line
- Close Starter Panel Door(s)
- Pre-Start Chiller Check
- Start Chiller
- Condenser Tube Brushing Including Head Removal
- Manual Log With Electronic Device
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Evaporator Tube Cleaning With Dropping Head

Service 2: Centrifugal Operational Quarterly Inspection

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Review Purge Report
- Oil Level And Temperature Check
- Lock Out Tag Out Units with Potentially High or Medium Voltage Starters
- Remove Lock Out Tag Out and Restore Power for Units with High or Medium Voltage Starters
- Return Unit to Normal Operation
- Manual Log With Electronic Device



**Administrative Services Committee Meeting
1/14/2020 1:20 PM
HCD & Compliance Collaboration**

Department: Compliance

Presenter: Treza Edwards

Caption: HCD & Compliance Departments Collaboration.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

**Clerk of Commission
Administrator
Law
Finance
Compliance**



**Administrative Services Committee Meeting
1/14/2020 1:20 PM
HCD Contract with Columbia Ventures Foundry Apartments**

Department:

Presenter:

Caption: Motion to **approve** Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection. **(Referred from December 17 Commission meeting)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Title

HCD _ Laney Walker/Bethlehem Wrightsboro / RA Dent Intersection Improvements Request

Agenda Category

Administrative Services Committee

Agenda Type

Administrative Services Committee Meeting

Create Date 11/15/2019

Department

HCD

Presenter

Hawthorne Welcher, Jr. and/or HCD Staff

Caption

Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection.

Background

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, Housing & Community Development (HCD) has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

This project involves construction of infrastructure improvements at Wrightsboro Road and RA Dent intersection within Laney Walker/Bethlehem.

Analysis

The approval of the contract will allow for development activities on these sites to begin.

Summary Financial

Housing and Community Development (HCD) receives annual allocations from Laney Walker Bethlehem Project which will fund this contract in the amount of \$262,495.21

Alternatives

Do not approve HCD's Request.

Recommendation

Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection.

Funds

Laney Walker/Bethlehem Revitalization Project:

- Funds or SPLOST



MEMORANDUM

Date: November 25, 2019

To: Mr. Hawthorne Welcher, Director, Housing and Development

From: Columbia Ventures, LLC dba CV Foundry Apartments, LLC

Re: R.A. Dent and Wrightsboro Road Pedestrian Improvements

The purpose of this memorandum is to outline the process in which we have worked together to collectively address the unsafe and unacceptable pedestrian crossing conditions that exist between the Bethlehem neighborhood at R.A. Dent and Wrightsboro Road and the August Medical District.

For more than a year Columbia Ventures, LLC and the City of Augusta has worked collaboratively to seek to address the unsafe pedestrian conditions at R.A. Dent and Wrightsboro Road. This has included more than half a dozen meetings to discuss design, implementation and funding of a proposed solution that is meant to coincide and be delivered with the opening of the Beacon Station Apartment community. It is expected that upon opening and leasing up, the new housing community will generate substantially more daily pedestrian trips between the Bethlehem neighborhood and the Medical District thus necessitating action by the parties to improve safety of the pedestrian conditions.

Scope

The scope of the project includes new sidewalk, curb and gutter beginning from the north side of Wrightsboro Road and the east side of the railroad tracks and continuing on the east side of R.A. Dent adjacent to the railroad tracks to a new crosswalk at the signalized intersection of R.A. Dent and John Wesley Gilbert Lane. The project will include all associated and required demolition and tree removal, fine grading, street closures, curb, gutter and sidewalk as well as new streetlights, signage and an updated pedestrian cycle on the existing signalized intersection. This scope was developed and approved in collaboration with the Developer and the City of Augusta Traffic Engineering Division and Housing and Development Department as well as the regional planning authority. A copy of the for construction set of plans

approved by City of Augusta Traffic Engineering Division is included as **Exhibit A**.

Budget and Funding

In order to catalyze the improvements within the City right of way and extending significantly off site from the Beacon Station Apartment community, the Developer agreed to pay for the additional survey and civil engineering design work to facilitate the implementation of the project. The design work was provided by Cranston Engineering, local Civil Engineer and Civil Engineer of Record on the Beacon Station project. The total estimated cost of this work is \$25,000.00 and is substantially complete except for the Construction Administration portion of the work.

As a part of the overall project delivery the City of Augusta Traffic Engineering Division has agreed to provide certain in-kind services including striping and signal upgrade coordination.

We understand that the hard construction costs will be covered by the City of Augusta from SPLOST funds. The total estimated cost of construction for the improvements contained within the plans is \$225,146.21, which includes a \$3,000.00 allowance for any materials testing required for the sidewalk installation. This is based on sending the for construction set of plans to eleven different subcontractors active in the market. In addition to the cost associated with the horizontal work, there will be costs to be paid to Georgia Power for new streetlight installation which has been coordinated by City of Augusta Traffic Engineering Division. The proposal from Georgia Power totals \$37,349.00 and is included as **Exhibit B**.

Thus, the final and total estimated budget for the project is \$287,495.21 and \$25,000.00 is being paid for by the Developer, thus the remaining funding needed to move forward with the project is \$262,495.21.

Delivery Method

We understand that the City desires to use the procurement of Columbia Ventures, LLC as developer for the Beacon Station project as well as our procurement of the General Contractor, Block Builders, to implement the work. We are prepared to add this off-site scope of work to our existing Contract via Change Order with the General Contractor pending your approval of the proposed cost and scope. The Change Order is attached as **Exhibit C**.

Timeline

From the issuance of a Notice to Proceed on the work we expect the total timeline for installation to take approximately 6 - 8 weeks. We are prepared to get started immediately pending approval from the City of Augusta.

Exhibits

Exhibit A - For Construction Engineering Plans

Exhibit B - Georgia Power Street Light Proposal

Exhibit C - Block Builders Hard Cost Change Order Proposal

EXHIBIT A

CONSTRUCTION PLANS FOR

FOUNDRY PLACE OFF-SITE ROAD IMPROVEMENTS

PREPARED FOR

COLUMBIA VENTURES

 1718 PEACHTREE ST. NW #604
ATLANTA, GA 30309
VICINITY MAP
N.E.S.

PROJECT DATA:

1. OWNER/DEVELOPER:
CITY OF AUGUSTA
535 TILFAR STREET
AUGUSTA, GA 30602
PHONE: (706) 821-2300
24 HOUR CONTACT:
NAME: JOHN USSERY
PHONE: (706) 564-9684
2. DRAINAGE AREA THIS PROJECT:
3. IMPERVIOUS AREA:
4. PERVIOUS AREA:
5. RECEIVING STREAM:
6. ULTIMATE STREAM:

 1.81 ACRES
0.73 ACRES
0.79 ACRES
1.08 ACRES
1.02 ACRES
SAVANNAH RIVER


PREPARED BY

CRANSTON
ENGINEERING
ENGINEERS - PLANNERS - SURVEYORS
482 83rd Street, Atlanta, Georgia 30301
Phone: (404) 525-1100
CranstonEng@earthlink.net

PLANS COMPLETED:	8/20/2019
REVISIONS	
#1 ADDRESS CITY SIGNAL COMMENTS	9/24/2019

2019-0916
01

Item # 7

[illegible]

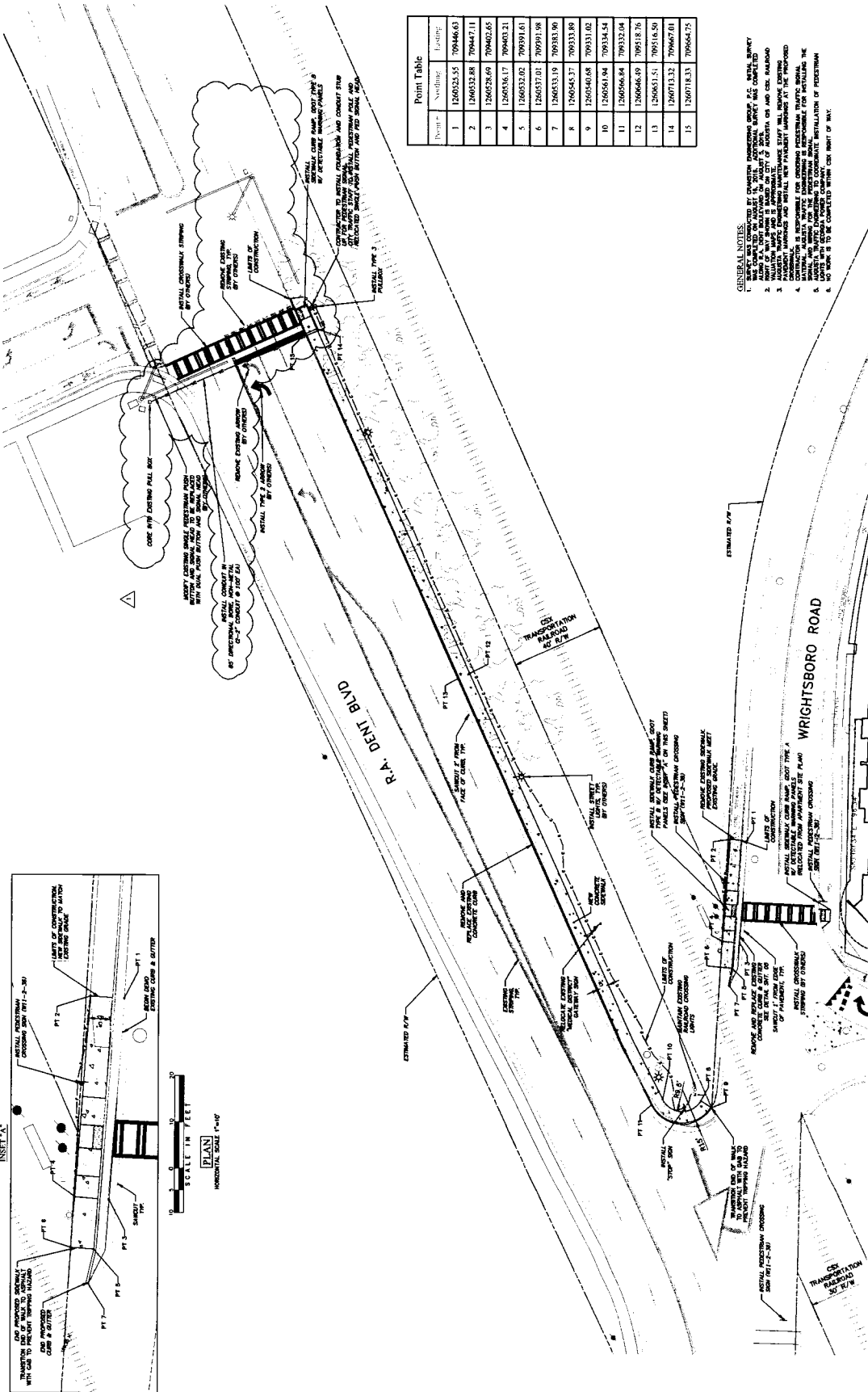
DATE	04
BY	
CHECKED BY	
APPROVED BY	
DATE	August 20, 2019
SCALE	AS SHOWN
JOB NO.	2019-0199
DRAWING NO.	

FOUNDRY PLACE OFF-SITE ROAD IMPROVEMENTS CONSTRUCTION PLANS

NO.	1
DATE	8/24/19
DESCRIPTION	ADDRESS OF SPECIAL COMMENTS

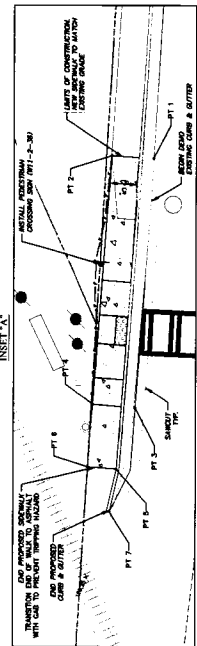
**CRANSTON**
ENGINEERING
ENGINEERS - PLANNERS - SURVEYORS
452 BHW Street, Augusta, Georgia 30901
Telephone 706-723-1508
CranstonEngineering.com


9/24/19



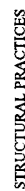
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3	1260528.69 709402.65
4	1260516.17 709403.21
5	1260522.02 709391.61
6	1260537.01 709391.98
7	1260533.19 709383.90
8	1260443.37 709333.89
9	1260540.68 709331.02
10	1260561.94 709334.54
11	1260466.64 709332.04
12	1260466.99 709318.76
13	1260631.51 709316.50
14	1260713.32 709667.01
15	1260713.31 709664.75

- GENERAL NOTES:
1. SURVEY WAS CONDUCTED BY CRANSTON ENGINEERING GROUP, P.C. METAL SURVEY
 2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE
 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE
 5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE
 6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE



PLAN
HORIZONTAL SCALE 1"=20'
VERTICAL SCALE 1"=20'

UNDRIY PLACE OFF-SITE ROAD
IMPROVEMENTS

[illegible]

VEGETATIVE PRACTICES				
CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
D-3	DESIGNED AREA WITH PERMANENT VEGETATION			CELEBRATE PERMANENT VEGETATION SUCH AS TREES, SHRUBS, WILDS, GRASSES, ETC. IN LOCATIONS OF DESIGNED AREA.

101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-109

101-102-103-104-105-106-107-108-109-110-111-112-113-114-115-116-117-118-119-120-121-122-123-124-125-126-127-128-129-130-131-132-133-134-135-136-137-138-139-140-141-142-143-144-145-146-147-148-149-150-151-152-153-154-155-156-157-158-159-160-161-162-163-164-165-166-167-168-169-170-171-172-173-174-175-176-177-178-179-180-181-182-183-184-185-186-187-188-189-190-191-192-193-194-195-196-197-198-199-200-201-202-203-204-205-206-207-208-209-210-211-212-213-214-215-216-217-218-219-220-221-222-223-224-225-226-227-228-229-230-231-232-233-234-235-236-237-238-239-240-241-242-243-244-245-246-247-248-249-250-251-252-253-254-255-256-257-258-259-260-261-262-263-264-265-266-267-268-269-270-271-272-273-274-275-276-277-278-279-280-281-282-283-284-285-286-287-288-289-290-291-292-293-294-295-296-297-298-299-300-301-302-303-304-305-306-307-308-309-310-311-312-313-314-315-316-317-318-319-320-321-322-323-324-325-326-327-328-329-330-331-332-333-334-335-336-337-338-339-340-341-342-343-344-345-346-347-348-349-350-351-352-353-354-355-356-357-358-359-360-361-362-363-364-365-366-367-368-369-370-371-372-373-374-375-376-377-378-379-380-381-382-383-384-385-386-387-388-389-390-391-392-393-394-395-396-397-398-399-400-401-402-403-404-405-406-407-408-409-410-411-412-413-414-415-416-417-418-419-420-421-422-423-424-425-426-427-428-429-430-431-432-433-434-435-436-437-438-439-440-441-442-443-444-445-446-447-448-449-450-451-452-453-454-455-456-457-458-459-460-461-462-463-464-465-466-467-468-469-470-471-472-473-474-475-476-477-478-479-480-481-482-483-484-485-486-487-488-489-490-491-492-493-494-495-496-497-498-499-500-501-502-503-504-505-506-507-508-509-510-511-512-513-514-515-516-517-518-519-520-521-522-523-524-525-526-527-528-529-530-531-532-533-534-535-536-537-538-539-540-541-542-543-544-545-546-547-548-549-550-551-552-553-554-555-556-557-558-559-560-561-562-563-564-565-566-567-568-569-570-571-572-573-574-575-576-577-578-579-580-581-582-583-584-585-586-587-588-589-590-591-592-593-594-595-596-597-598-599-600-601-602-603-604-605-606-607-608-609-610-611-612-613-614-615-616-617-618-619-620-621-622-623-624-625-626-627-628-629-630-631-632-633-634-635-636-637-638-639-640-641-642-643-644-645-646-647-648-649-650-651-652-653-654-655-656-657-658-659-660-661-662-663-664-665-666-667-668-669-670-671-672-673-674-675-676-677-678-679-680-681-682-683-684-685-686-687-688-689-690-691-692-693-694-695-696-697-698-699-700-701-702-703-704-705-706-707-708-709-710-711-712-713-714-715-716-717-718-719-720-721-722-723-724-725-726-727-728-729-730-731-732-733-734-735-736-737-738-739-740-741-742-743-744-745-746-747-748-749-750-751-752-753-754-755-756-757-758-759-760-761-762-763-764-765-766-767-768-769-770-771-772-773-774-775-776-777-778-779-780-781-782-783-784-785-786-787-788-789-790-791-792-793-794-795-796-797-798-799-800-801-802-803-804-805-806-807-808-809-810-811-812-813-814-815-816-817-818-819-820-821-822-823-824-825-826-827-828-829-830-831-832-833-834-835-836-837-838-839-840-841-842-843-844-845-846-847-848-849-850-851-852-853-854-855-856-857-858-859-860-861-862-863-864-865-866-867-868-869-870-871-872-873-874-875-876-877-878-879-880-881-882-883-884-885-886-887-888-889-890-891-892-893-894-895-896-897-898-899-900-901-902-903-904-905-906-907-908-909-910-911-912-913-914-915-916-917-918-919-920-921-922-923-924-925-926-927-928-929-930-931-932-933-934-935-936-937-938-939-940-941-942-943-944-945-946-947-948-949-950-951-952-953-954-955-956-957-958-959-960-961-962-963-964-965-966-967-968-969-970-971-972-973-974-975-976-977-978-979-980-981-982-983-984-985-986-987-988-989-990-991-992-993-994-995-996-997-998-999-1000-1001-1002-1003-1004-1005-1006-1007-1008-1009-1010-1011-1012-1013-1014-1015-1016-1017-1018-1019-1020-1021-1022-1023-1024-1025-1026-1027-1028-1029-1030-1031-1032-1033-1034-1035-1036-1037-1038-1039-1040-1041-1042-1043-1044-1045-1046-1047-1048-1049-1050-1051-1052-1053-1054-1055-1056-1057-1058-1059-1060-1061-1062-1063-1064-1065-1066-1067-1068-1069-1070-1071-1072-1073-1074-1075-1076-1077-1078-1079-1080-1081-1082-1083-1084-1085-1086-1087-1088-1089-1090-1091-1092-1093-1094-1095-1096-1097-1098-109

EXHIBIT B

Lighting Services Agreement - Illumination

Customer Legal Name AUGUSTA RICHMOND COUNTY DBA _____
 Service Address 0 STREET LIGHTS AUGUSTA GA 30901 County Richmond - GA
 Mailing Address 535 TELFAIR ST STE 800 AUGUSTA GA 30901
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# 4274 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 09396-10170

Selected Components				
Action	Qty	Wattage	Type	Description
INS	8	70	LED	Post Top
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$260.56		\$19.44	\$280.00	
Term (Months)				1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

** The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content	CIAC (\$)	Pre-Payment (\$)	Estimated Taxes (\$)**	Total (\$)**
NESC	Gov	EOL		\$37,349.00	\$0.00	\$0.00	\$37,349.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization		Georgia Power Authorization	
Signature:		Signature:	
Print Name:		Print Name: Christopher Sailors	
Print Title:		Print Title: Account Exec	
Date:		Date:	

TERMS and CONDITIONS (*Illumination - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "GPC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. GPC retains the sole and exclusive right, title and interest in and to all of the GPC Assets utilized in connection with the Service. Moreover, GPC may remove the GPC Assets upon termination of this Agreement. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1.
4. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
5. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
6. **Installation.** Customer recognizes that GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of GPC Assets at the premises (including trenching), Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC Activity related to the installation and connection of GPC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
8. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888- 660-5890 to report the issue or by reporting the issue online at (<http://outdoorlighting.georgiapower.com>).
9. **Pole Attachments.** If Customer desires to attach or affix anything to the GPC Assets, Customer must first obtain GPC's written consent. Customer must call GPC Lighting Services Business Unit at 1-888-660-5890 to obtain such authorization.
10. **Disclaimer, Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any GPC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or GPC Assets choice, the Illumination Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
11. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
12. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
13. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

EXHIBIT C

BLOCK

BUILDERS LLC of LA

PCO #025

Block Builders, LLC
 619 Jefferson Hwy Suite 2G
 Baton Rouge, Louisiana 70806
 Phone: (225) 930-9960
 Fax: (225) 930-9915

Project: 18.501 - The Foundry
 1400 Wrightsboro Rd.
 Augusta, Georgia 30901

CE #056 - RA Dent Improvements

TO:	CV Foundry Apartments, LLC 1718 Peachtree Street NW, Suite 684 Atlanta Georgia, 30309	FROM:	Block Builders, LLC 619 Jefferson Hwy Suite 2G Baton Rouge, Louisiana 70806
STATUS:	Pending - In Review	CREATED DATE:	11/4 /2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$222,146.21

POTENTIAL CHANGE ORDER TITLE: CE #056 - RA Dent Improvements

CHANGE REASON: Client Request

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

CE #056 - RA Dent Improvements

Improvements to RA Dent. Sidewalks, crossing, etc.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	02-7400 - Asphalt Paving	RA Dent Improvements	Subcontractors	\$ 174,586.00
2	01-1345 - Project Superintendent	Supervision/ GCs	Other	\$ 16,042.00
3	02-7400 - Asphalt Paving	Bore conduit under RA Dent	Subcontractors	\$ 10,000.00
Subtotal:				\$203,628.00
Labor Burden: 33.00%				\$ 0.00
Insurance: 1.00%				\$ 3,868.93
Bond: 1.00%				\$ 2,074.97
Fee: 6.00%				\$ 12,574.31
Grand Total:				\$222,146.21

Jared Christensen (TSW)
 1389 Peachtree Street NE Suite 200
 Atlanta Georgia 30309

CV Foundry Apartments, LLC
 1718 Peachtree Street NW, Suite 684
 Atlanta Georgia 30309

Block Builders, LLC
 619 Jefferson Hwy Suite 2G
 Baton Rouge, Louisiana 70806

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Item # 7

Block Builders, LLC

page 1 of 1

Printed On: 11/15/ 2019 10 :12 AM

Cost Proposal #22073

PROJECT NAME: Foundry Place off-Site Road Improvements					
ITEM NO.	DESCRIPTION	UNITS	..	Unit Price	Total
	Wrightsboro Rd.				
1	Demo	LS	1	5000.00	\$5,000.00
2	Asphalt Patching	SY	8	192.60	\$1,540.80
3	Replace Curb & Gutter w/Rock	LF	72	106.00	\$7,632.00
4	Sidewalk	SY	40	92.00	\$3,680.00
5	Handicap Ramp w/Mat	LS	1	1200.00	\$1,200.00
				Total:	\$19,052.80
	R.A. Dent Blvd. (Curb & Sidewalk Replacement)				
1	Traffic Control	DAY	15	1500.00	\$22,500.00
2	Demo & Grade for Sidewalk	LS	1	18000.00	\$18,000.00
3	Saw Cut Street	CY	510	30.00	\$15,300.00
4	Replace Curb & Gutter w/Rock	LF	510	106.00	\$54,060.00
5	Sidewalk 5' w/Rock - 4"	SY	311	92.00	\$28,612.00
6	Patch - R.A. Dent Blvd.	SY	62	192.60	\$11,941.20
7	Handicap Ramp - R.A. Dent Blvd.	LS	1	1200.00	\$1,200.00
8	Silt Fence - Grassing	LF	560	7.00	\$3,920.00
				Total:	\$155,533.20
Submitted by:	Georgia-Carolina Paving Company				
	P.O. Box 1404, Augusta, GA 30903				
	Contact: Bob M. Hickman, Sr.				
	Office: 706-786-3863/Cell: 706-526-0674/Fax: 706-736-3864				

CONTRACT**between****AUGUSTA, GEORGIA****And****COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC**

in the amount of

\$262,495.21 USD

Two-Hundred and Sixty-Two Thousand, Four-Hundred and Ninety Five Dollars and 21/100**for Fiscal Year 2019**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**Wrightsboro / RA Dent - Intersection Improvements**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2019 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Columbia Ventures FOUNDRY APARTMENTS, LLC, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC” as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

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

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

WHEREAS, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC has requested and Augusta has approved a total of **\$262,495.21** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to utilize approved Laney Walker/Bethlehem Bond Financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. This project is a Laney Walker / Bethlehem Revitalization Project which involves construction of road improvements for mixed use development project. Under this Agreement:

- ✦ Perform construction services for improvements to sidewalk, paving and infrastructure at and near the intersection of Wrightsboro Road and RA Dent as outlined in the construction documents.

B. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$262,495.21.**

1. Construction

An amount not to exceed sixteen percent (16%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-Up shall be expended by COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for construction costs related to the development **Wrightsboro / RA Dent - Intersection Improvements** as part of the Laney Walker/Bethlehem Revitalization Project. The design and specifications of the property shall be approved by AHCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of area identified as **Wrightsboro / RA Dent - Intersection Improvements**. AHCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis.

3. Developer's Fee

N/A

C. Program Location and Specific Goals to be Achieved

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

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

- A. Augusta shall designate and make Laney Walker/Bethlehem Bond Financing funds available in the following manner:
 - 1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC and AHCD determine the progress is satisfactory. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
 - 2. AHCD will monitor the progress of the project and COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC and AHCD shall share in the cost and proceeds of developing the residence at Wrightsboro / RA Dent - Intersection Improvements as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC and AHCD deemed satisfactorily progress made within the contracted construction only amount.
7. AHCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC and AHCD determine that all AHCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for construction costs related to the development of area identified as **Wrightsboro / RA Dent - Intersection Improvements**.

Additionally, AHCD will provide one hundred percent (100%) of all change orders (where applicable) as approved by both Augusta and COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC in writing.

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

C. Timetable for Completion of Project Activities

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall be permitted to commence with the expenditure of Laney Walker/Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 90 days identified as Wrightsboro / RA Dent - Intersection Improvements .

Liquidated Damages

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100.00)

for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

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

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage based costs related to the development of area identified as **Wrightsboro / RA Dent - Intersection Improvements** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall be paid a total consideration of no more than **the contract amount** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

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

ARTICLE IV. DOCUMENTATION AND PAYMENT

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

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

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

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

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

ARTICLE VI. OTHER REQUIREMENTS

- A. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC's publications and/or advertisements. (24 CFR 570.601).
- B. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any

proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

- E. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to obtain all necessary permits for intended improvements or activities.
- O. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.

- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of

work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.

- Q. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Augusta-Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta-Richmond County area is not desirable.**
- R. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- S. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will not discriminate against any person applying for shelter on the basis of religion. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- T. Indirect costs will only be paid if COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- U. AHCD shall not approve any travel or travel related expenses to COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC with funds provided under this contract.
- V. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta Georgia, as applicable.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC or any subcontractor of COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Hardie Davis, Jr., Mayor
Municipal Building
535 Telfair Street, Suite 200
Augusta, Georgia 30901

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

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will receive all notices at the address indicated below:

Columbia Ventures Foundry Apartments, LLC
ATTN: Mr. Jakob vonTrapp
1718 Peachtree Street NW, Suite 684
Atlanta, GA 30309

ARTICLE XII. INDEMNIFICATION

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

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of

litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for the purpose of securing business and that COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XV. DISCLAIMER

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

ARTICLE XVI. COUNTERPARTS

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

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

Approved as to Form By (please initial here):

Augusta, Georgia Law Department

Date: _____

By: _____

Mayor Hardie Davis, Jr., as its Mayor

Date: _____

By: _____
Jarvis Sims, as its Interim City Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **Columbia Ventures FOUNDRY APARTMENTS, LLC**

By: _____
Mr. Jakob vonTrapp, Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3

Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors or AHCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an AHCD Construction and Rehabilitation Inspector or AHCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Mr. Jakob vonTrapp
 Columbia Ventures FOUNDRY APARTMENTS, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT AHCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. AHCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC in accordance with the attached drawdown schedule and budget.
2. AHCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the Project.
3. With AHCD approval, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, AHCD may:
 - i. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (AHCD)" clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies AHCD and COLUMBIA VENTURES

FOUNDRY APARTMENTS, LLC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, AHCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC must make sure contractors obtain and post all permits on job site.
- c. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. AHCD or its agent may continually inspect work for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the work is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

N/A



Administrative Services Committee Meeting
1/14/2020 1:20 PM
HCD_ Duplex Development on Twiggs (Street) Request (Johnson House)

Department:	HCD
Presenter:	Hawthorne Welcher Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to contract with Antioch Ministries to reconstruct one (1) affordable, multi-family duplex unit on Twiggs Street.
Background:	In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, Housing and Community Development (HCD) has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. This project involves reconstruction of one (1) affordable, multi-family duplex unit on Twiggs Street within Laney Walker/Bethlehem also known as the Johnson House.
Analysis:	The approval of the contract will continue development activities in the Twiggs Street Development node.
Financial Impact:	Augusta Housing and Community Development Department receives annual allocations from Laney Walker Bethlehem Project which will fund this contract. Contract Amount (1420 Twiggs Street) - \$309,000.00
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to contract with Antioch Ministries to reconstruct one (1) affordable, multi-family duplex unit on Twiggs Street.

Cover Memo

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

REVIEWED AND APPROVED BY:

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

CONTRACT**between****AUGUSTA, GEORGIA****And****ANTIOCH MINISTRIES**

in the amount of

\$309,000.00 USD

Three Hundred and Nine Thousand Dollars and 00/100for Fiscal Year **2019**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1420 Twiggs Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2019 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Antioch ministries, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “ANTIOCH MINISTRIES” as party in the second part.

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with ANTIOCH MINISTRIES for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a

single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. Through citizen participation workshops and the adoption of the City of Augusta Community Development Annual Plan, the citizens of the City and the Mayor and City of Augusta, Georgia Board of Commissioners, determined the needs and priorities of community development in the City as set forth below.

WHEREAS, Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in the City’s CDBG submission to HUD, referred to as the Annual Plan. The City determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:

- (a). Activities benefiting low- and moderate-income persons;
- (b). Activities which aid in the prevention or elimination of slum and/or blight; and/or,
- (c). Activities designed to meet community development needs having a particular urgency.

WHEREAS, the City’s Minor Major Home Repair Program is a CDBG eligible activity as it addresses one or more of these objectives.

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

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

WHEREAS, ANTIOCH MINISTRIES has requested, and Augusta has approved a total of **\$309,000.00** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. GENERAL CONDITIONS

A. General Compliance

Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Contractor does not assume the City’s environmental responsibilities and (2) the Contractor does not assume the City’s responsibility for initiating the review process. The Contractor agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of any and all possible unemployment benefits because contractor is an independent contractor.

C. Hold Harmless

To the fullest extent permitted by laws, statutes, rules and regulations, the Contractor shall indemnify and hold harmless the City, Officers, Directors, and Employees of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Contractor, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

D. Insurance & Bonding

The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

Workers' Compensation Employer's Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

The Contractor shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. The City's Recognition

The Contractor shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such

amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and the Contractor.

G. Completion of Home Repair Construction Projects

It is further agreed that the Contractor will completion all construction repairs to the addresses listed below with corresponding finalization dates and will submit to the City within one-week notice of the completion of each project as described below:

1. Scope of Services

Project Description: ANTIOCH MINISTRIES agrees to utilize approved Laney Walker/Bethlehem Bond Financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. This project is a mixed income housing effort which involves development and construction of a new multi-family duplex unit along Twiggs Street. Under this Agreement:

- ✚ Perform new construction services for one (1) multi-family duplex unit identified as property number **1420 Twiggs Street** and in accordance with the plans and project manual.
- ✚ Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
- ✚ Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. ANTIOCH MINISTRIES is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by AHCD. Actual material invoices may be requested to verify charges.

2. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by ANTIOCH MINISTRIES for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$299,000.00 (amount minus the \$10,000.00 developer's fee).**

I. Construction

An amount not to exceed overhead and profit materials and labor, as outlined and approved on the Work Write-Up shall be expended by ANTIOCH MINISTRIES for construction costs related to the development of one single family detached home identified as **1420 Twiggs Street** as part of the Laney Walker Bethlehem Revitalization Project. The design and specifications of the property shall be approved by AHCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

II. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to ANTIOCH MINISTRIES for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1420 Twiggs Street**. AHCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1420 Twiggs Street**.

III. Developer's Fee

An amount not to exceed **\$10,000.00** in a grant shall be expended to ANTIOCH MINISTRIES, INC. in support of the project development fees. Drawdowns are to be requested after sale of the single family detached home identified as **1420 Twiggs Street**.

A. Program Location and Specific Goals to be Achieved

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

B. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

- A. Augusta shall designate and make Laney Walker/Bethlehem Bond Financing funds available in the following manner:
 1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided ANTIOCH MINISTRIES and AHCD determine the progress is satisfactory. ANTIOCH MINISTRIES shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, ANTIOCH MINISTRIES will include documentation showing proof of completion of work in

accordance with the amount requested, inspected and accepted by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

2. AHCD will monitor the progress of the project and ANTIOCH MINISTRIES's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. ANTIOCH MINISTRIES and AHCD shall share in the cost and proceeds of developing the residence at 1420 Twiggs Street as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any ANTIOCH MINISTRIES and AHCD deemed satisfactorily progress made within the contracted construction only amount.
7. AHCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until ANTIOCH MINISTRIES and AHCD determine that all AHCD punch list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by ANTIOCH MINISTRIES for construction costs related to the development of one single family detached home identified as **1420 Twiggs Street**.

Additionally, AHCD will provide one hundred percent (100%) of all change orders (where applicable) as approved by both Augusta and ANTIOCH MINISTRIES in writing.

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

C. Timetable for Completion of Project Activities

ANTIOCH MINISTRIES shall be permitted to commence with the expenditure of Laney Walker/Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 180 days of said home identified as 1420 Twiggs Street .

Liquidated Damages

ANTIOCH MINISTRIES agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of ANTIOCH MINISTRIES. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

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

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1420 Twiggs Street** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. ANTIOCH MINISTRIES shall be paid a total consideration of no more than **\$10,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of ANTIOCH MINISTRIES. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and ANTIOCH MINISTRIES.

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

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and ANTIOCH MINISTRIES (whichever date is later) and shall end at the completion of all program

activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to ANTIOCH MINISTRIES, or any subcontractor hereunder.
- B. ANTIOCH MINISTRIES shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to ANTIOCH MINISTRIES's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by ANTIOCH MINISTRIES for payment shall be accompanied by proper documentation and shall be submitted to AHCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. ANTIOCH MINISTRIES shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by ANTIOCH MINISTRIES.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1420 Twiggs Street**, AHCD is to provide ANTIOCH MINISTRIES with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of ANTIOCH MINISTRIES. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such

activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. ANTIOCH MINISTRIES in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

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

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

ARTICLE VI. OTHER REQUIREMENTS

- A. ANTIOCH MINISTRIES agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in ANTIOCH MINISTRIES's publications and/or advertisements. (24 CFR 570.601).
- B. ANTIOCH MINISTRIES agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. ANTIOCH MINISTRIES agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. ANTIOCH MINISTRIES agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).

- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), ANTIOCH MINISTRIES agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. ANTIOCH MINISTRIES agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. ANTIOCH MINISTRIES agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. ANTIOCH MINISTRIES will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. ANTIOCH MINISTRIES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. ANTIOCH MINISTRIES will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. ANTIOCH MINISTRIES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.
- J. In accordance with Section 570.608 of the CDBG Regulations, ANTIOCH MINISTRIES agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. ANTIOCH MINISTRIES agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, ANTIOCH MINISTRIES agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by ANTIOCH MINISTRIES for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta

Georgia Housing and Community Development Department" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

- N. ANTIOCH MINISTRIES shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. ANTIOCH MINISTRIES agrees to obtain all necessary permits for intended improvements or activities.
- O. ANTIOCH MINISTRIES shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

ANTIOCH MINISTRIES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** ANTIOCH MINISTRIES agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.

- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.
- Q. ANTIOCH MINISTRIES agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Augusta-Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta-Richmond County area is not desirable.**
- R. ANTIOCH MINISTRIES agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and

implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.

- S. ANTIOCH MINISTRIES will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. ANTIOCH MINISTRIES will not discriminate against any person applying for shelter on the basis of religion. ANTIOCH MINISTRIES will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- T. Indirect costs will only be paid if ANTIOCH MINISTRIES has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- U. AHCD shall not approve any travel or travel related expenses to ANTIOCH MINISTRIES with funds provided under this contract.
- V. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is “new construction” by definition and therefore must meet the local building codes for new housing in Augusta Georgia, as applicable.

ANTIOCH MINISTRIES is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of ANTIOCH MINISTRIES or any subcontractor of ANTIOCH MINISTRIES or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event ANTIOCH MINISTRIES materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until ANTIOCH MINISTRIES cures any breach of the Agreement. If ANTIOCH MINISTRIES fails to cure the breach, Augusta may suspend or terminate the current award of funds. ANTIOCH MINISTRIES will not be eligible to receive any other funding.
- B. Notwithstanding the above, ANTIOCH MINISTRIES shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to ANTIOCH MINISTRIES for the purposes of offsetting the exact amount of damages once determined.

- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay ANTIOCH MINISTRIES for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, ANTIOCH MINISTRIES shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to Laney Walker Bond Financing funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by ANTIOCH MINISTRIES under this contract.

ARTICLE XI. NOTICES

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

Augusta will receive all notices at the address indicated below:

Office of the Administrator
ATTN: Hardy Davis, Jr., Mayor
Municipal Building
535 Telfair Street, Suite 200
Augusta, Georgia 30901

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

ANTIOCH MINISTRIES will receive all notices at the address indicated below:

Antioch Ministries
ATTN: Mr. Scylance Scott
1378 Laney Walker Blvd.
Augusta, GA 30901

ARTICLE XII. INDEMNIFICATION

ANTIOCH MINISTRIES will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons,

corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, ANTIOCH MINISTRIES specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

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

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

ANTIOCH MINISTRIES warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ANTIOCH MINISTRIES for the purpose of securing business and that ANTIOCH MINISTRIES has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XV. DISCLAIMER

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

ARTICLE XVI. COUNTERPARTS

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

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

Approved as to Form By (please initial here):

Augusta, Georgia Law Department

Date: _____

By: _____

Mayor Hardie Davis, Jr., as its Mayor

Date: _____

By: _____

Jarvis R. Sims, as its Interim City
Administrator

Date: _____

By: _____

Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____

Lena Bonner, as its Clerk of Commission

ATTEST: **Antioch ministries**

By: _____
 Mr. Scylance Scott, Director

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors or AHCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an AHCD Construction and Rehabilitation Inspector or AHCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Mr. Scylance Scott
Antioch ministries, LLC. Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

ANTIOCH MINISTRIES MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT AHCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. AHCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to ANTIOCH MINISTRIES in accordance with the attached drawdown schedule and budget.
2. AHCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the Project.
3. With AHCD approval, ANTIOCH MINISTRIES may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, AHCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (AHCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies AHCD and ANTIOCH MINISTRIES in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, AHCD shall extend the contract time by a period commensurate with the period of authorized delay to the

completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. ANTIOCH MINISTRIES will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. ANTIOCH MINISTRIES must make sure contractors obtain and post all permits on job site.
- c. ANTIOCH MINISTRIES must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. AHCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by AHCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta program requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by AHCD.

DUPLEX CONVERSION TO

1420 TWIGGS STREET

FOR

AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT

AUGUSTA, GA

LOCATION:



INDEX OF DRAWINGS

COVER

INDEX OF DRAWINGS
LOCATION MAP

ARCHITECTURAL DRAWINGS

D1.1 DEMOLITION PLAN- FIRST & SECOND FLOOR
D1.2 DEMOLITION - EXTERIOR ELEVATION
D1.3 DEMOLITION - EXTERIOR ELEVATION
A1.1 FOUNDATION PLAN
A2.1 FIRST & SECOND FLOOR PLANS &
GENERAL NOTES
A3.1 FINISH, DOOR & WINDOW SCHEDULES
A4.1 EXTERIOR ELEVATIONS - NEW
A5.1 INTERIOR ELEVATIONS

PLUMBING DRAWINGS

P1.1 WASTE & VENT PIPING PLANS
P2.1 WATER PIPING PLANS
P3.1 PLUMBING FIXTURES, SCHEDULES
& DETAILS
P4.1 PLUMBING SPECIFICATIONS

MECHANICAL DRAWINGS

M1.1 HVAC FLOOR PLANS
M2.1 HVAC DETAILS
M3.1 HVAC NOTES, LEGEND &
SCHEDULES
M4.1 HVAC SPECIFICATIONS

ELECTRICAL DRAWINGS

E1.1 FIRST & SECOND FLOOR
ELECTRICAL POWER & LIGHTING
PLAN

SUPPLEMENTARY DRAWINGS

SU-1 2ND FLOOR KITCHEN REVISIONS

8/4//2016

REVISED
12-14-2018

 studio
design group
architecture + interior design
1617 Walton Way
Augusta, GA 30904
Telephone: (706) 667-9784
Fax: (706) 667-9786



**Administrative Services Committee Meeting
1/14/2020 1:20 PM
Hiring Process for Administrator**

Department:

Presenter: Commissioner Ben Hasan

Caption: Discuss the hiring process for the position of Administrator.
(Requested by Commissioner Ben Hasan)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

§ 1-2-28

AUGUSTA-RICHMOND COUNTY CODE, READOPTED 7-10-2007

Secs. 1-2-28, 1-2-29. Reserved.**ARTICLE 3 ADMINISTRATOR FOR
AUGUSTA-RICHMOND COUNTY****Sec. 1-2-30. Office created.**

(a) There is hereby created the office of Administrator for Augusta-Richmond County.

(b) The administrator for Augusta-Richmond County shall be elected/appointed by a majority vote of the Commission of Augusta-Richmond County, Georgia, from nominations presented by the Mayor following the Commission approved recruitment process. The Mayor shall present as many as three top candidates for appointment, along with his recommendation. The Commission shall elect/appoint an Administrator from among the candidate or candidates presented by the Mayor. Should none of the candidates be elected/appointed, then the Mayor shall nominate as many as three new candidates from those who applied through the recruitment process.

(c) The Administrator is employed at the pleasure of the Mayor and Commission and performs duties under the direction and supervision of the Commission through the Mayor. The Administrator maintains regular contact with the Mayor and through the Mayor keeps all Commission members informed on significant and/or controversial issues involving the government, its services, policies, and employees.

(d) In the event of a vacancy in said office for any cause, the Commission may elect an Acting Administrator by a majority vote pending the election/appointment of an Administrator as provided in subsection (c) hereof.

(Ord. No. 6754, § 1, 1-4-05; Ord. No. 6772, § 1, 3-1-05)

Sec. 1-2-31. Suspension, removal by commission; hearing.

(a) The Administrator for Augusta-Richmond County may be removed only by a majority vote of the Commission.

(b) The Mayor is empowered to impose disciplinary action upon the Administrator after ratification by a majority of the Commission. In case of suspension or removal, the Administrator for Augusta-Richmond County shall be given a written statement of the reasons for such action. He may, within five (5) days from receipt thereof, request a public hearing thereon before the Commission. Upon receipt of such request, a hearing shall be set not earlier than ten (10) days nor later than fifteen (15) days from the date of such request. Pending such hearing, and until final action has been taken thereon, the Administrator for Augusta-Richmond County may be suspended from office and all of the duties thereof performed by some other person designated by the Commission to perform such duties. The action of the Commission in suspending or removing the Administrator for Augusta-Richmond County shall be final.

Sec. 1-2-32. Qualifications.

The Administrator for Augusta-Richmond County shall be chosen by the Commission solely upon the basis of his executive and administrative qualifications, with special reference to his actual experience in or knowledge of accepted practices in respect to the duties of his office, as hereinafter set forth. He shall be of good character and be of proven executive ability and experience. No person related by blood or marriage within the third degree to any member of the Commission shall be eligible for appointment as Administrator for Augusta-Richmond County. No member of the Commission, or holder of a public elective office in Augusta-Richmond County during the term of office for which he was elected, or for a period of one (1) year thereafter, shall be eligible for appointment as Administrator for Augusta-Richmond County.

Sec. 1-2-33. Salary.

The Administrator for Augusta-Richmond County shall be paid an annual salary to be fixed by the Commission.

Sec. 1-2-34. Bond.

Before entering upon his duties, the Administrator for Augusta-Richmond County shall give



Administrative Services Committee Meeting

1/14/2020 1:20 PM

Set the Qualifying Fees for Local Elective Offices up for Election in 2020

Department: Board of Election

Presenter: Lynn Bailey

Caption: Set the qualifying fees for Local Elective Offices up for Election in 2020.

Background: The governing authority of any county or municipality, not later than February 1 of any year in which a general primary, nonpartisan election, or general election is to be held shall fix and publish a qualifying fee for each county or municipal office to be filled in the upcoming primary or election.

Analysis: Required by Georgia law. Once approved by the Commission, the Board of Elections will publish, as required.

Financial Impact: \$30

Alternatives: None

Recommendation: Approve the item

Funds are Available in the Following Accounts: 101-01-4110-52.33111

REVIEWED AND APPROVED BY:

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

Cover Memo

Item # 10



**Administrative Services Committee Meeting
1/14/2020 1:20 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on December 10, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 12/10/2019

ATTENDANCE:

Present: Hons. Sias, Chairman; Clarke, Vice Chairman; Davis and B. Williams, members.

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

ADMINISTRATIVE SERVICES

1. Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Approved Dent intersection. (Requested by Administration) **Item Action:**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Unanimous consent is given to add this item to the agenda.			

2. Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funds (\$25,000) the Community Development Collaborative to assist with rehabilitation cost of 1233 Perry Avenue. **Item Action:**

Motions

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

3.

Approve the revision of Ordinance 7271 to expand and strengthen the Local Small Business Opportunity Program. The current ordinance is insufficient for a city the size of Augusta Georgia.

**Item
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 Bobby Williams	Passes

4. Motion to approve Housing and Community Development Department's (HCD's) contract procedural process (as presented for calendar year 2020).

**Item
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 John Clarke	Passes

5. Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process (as presented for calendar year 2020).

**Item
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 John Clarke	Passes

6. Discuss the usage of the former JLEC, 401 Walton Way building. (Requested by Commissioner Marion Williams)

**Item
Action:
Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve postponing the demolition of this building for one	Commissioner Mary Davis	Commissioner John Clarke	Passes

year and revisit this issue
at the end of each year
with an update from the
CVB and Juvenile Court
in their continued
partnership for use of the
building.

Motion Passes 4-0.

7. Motion to approve the minutes of the Administrative Services Committee held on November 12, 2019. **Item 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 John Clarke	Passes

8. Protest Discussion – A request by William J. Keogh, III, attorney with Hull Barrett representing Jackson Demolition to protest the decision of deeming their Request for Proposal as Non-Compliant in reference to RFP 19-273 401 Walton Way Demolition Augusta Central Services Department. **Item Action:**
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Deny	Motion to deny the protest request. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner John Clarke	Passes

9. Protest Discussion – A request by Flint Equipment Co. (Chuck Atkins) to protest the decision of the Environmental Services recommendation of the award of Bid Item 19-226 Waste Handler Dozer to Yancey Brothers. **Item Action:**
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Deny	Motion to deny the protest. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner John Clarke	Passes

