



Administrative Services Committee Commission Chamber- 3/26/2019- 1:05 PM Meeting

ADMINISTRATIVE SERVICES

1. The Utilities-Construction Division requests the purchase of one replacement Dome Style Service Truck. Gerald Jones Ford Bid Item 18-304  [Attachments](#)
2. Provide a final disposition decision for the 401 Walton Way building owned by the City of Augusta. **(Requested by Commissioner Sammie Sias)**  [Attachments](#)
3. Update from the Administrator regarding Augusta's requests and responses received from the proposed Depot Project Developers. **(Requested by Commissioner Ben Hasan)**  [Attachments](#)
4. Award a contract, not to exceed \$85,450.00, to Jones Lang LaSalle Americas, Inc (JLL) for advisory and support services related to conversion of the Lake Olmstead Minor League Stadium into an Amphitheater (RFQ 19-309).  [Attachments](#)
5. Approve the proposed draft of the dedication plaque for the following project: Georgia Cyber Center Parking Facility. **(Referred from March 12 Administrative Services Committee meeting)**  [Attachments](#)
6. Motion to Approve Amending Housing and Community Development's (HCD's) 2015 Public Facility Contract with Association Latina de Servicios of Del CSRA (ALAS) to reflect the change in scope of work from New Construction to Acquisition. HCD will provide funding in the amount of up to \$140,000 to ALAS for the sole purpose of acquiring the site location for the renovation of a low-income clinic. ALAS will be responsible for renovating the building into a medical center  [Attachments](#)

and parking lot to offer services to the low/moderate income population of Augusta-Richmond County .

7. Request to approve the purchase of two (2) 2019 Dodge Durango Special Service SUV's, one (1) for the Richmond County Marshal's Office and one (1) for the District Attorney's Office utilizing Georgia Statewide Contract 99999-SPD-ES40199409.  [Attachments](#)
8. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to seven (7) low-to-moderate homeowners in need of decent, safe and compliant housing.  [Attachments](#)
9. Discuss the role of Human Resources in hiring and firing employees. **(Requested by Commissioner Marion Williams - referred from March 12 Administrative Services Committee meeting)**  [Attachments](#)
10. Request Approval of Professional Service Agreement for the Laney Walker/Bethlehem Revitalization Project to Greater Augusta Arts Council on behalf of Housing and Community Development Department (HCD).  [Attachments](#)
11. Motion to approve the minutes of the Administrative Services Committee held on March 12, 2019.  [Attachments](#)
12. Presentation from the Administrator regarding cost analysis for part-time employees to receive holiday pay. **(Referred from March 12 Administrative Services Committee meeting)**  [Attachments](#)



Administrative Services Committee Meeting

3/26/2019 1:05 PM

2019 - Utilities Construction F-550

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Utilities-Construction Division requests the purchase of one replacement Dome Style Service Truck. Gerald Jones Ford Bid Item 18-304

Background: The Department is requesting to replace truck asset # F02059, which is a 17 year old Ford F450 model with 124,927 miles and 88 documented work orders totaling \$43,740. The vehicle was initially purchased in 2002 for \$41,054. The vehicle was diagnosed with a failing transmission with a cost of \$3,234 to repair. Due to the excessive cost to continue to maintain it was deemed uneconomically repairable and approved for disposal Feb 2019. This loss of a vehicle will create a shortage in their division fleet and negatively affect their ability to quickly respond to job sites. This truck supports a Utilities maintenance crew in the Construction Division. . The bid tab sheet for Bid 18-304: Dome Style Service Truck is attached for your review.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for a Dome Style Service Truck. Invitations to bid were sent to fifteen vendors to include five qualifying local vendors. Only two vendors responded with offers, and one of the vendors was disqualified due to an incomplete bid packet. The remaining vendor, Gerald Jones Ford, from Augusta was able to offer the requested product with necessary specifications. Bid 18-304: Truck Dome Style Utility: 2019 Ford F550 – Gerald Jones Ford: \$70,456.00 (Augusta, GA); 2019 Ford F550 – West Georgia Hydraulic: \$82,189.00/Disqualified (Dallas, GA)

Financial Impact: One (1) – 2019 Ford F550 Dome Style Service Truck @ \$70,456.00 each. The total purchase is \$70,456.00 for the Utilities-Construction Division. The equipment will be

Cover Memo

Item # 1

purchased with department enterprise funds (ACCT# 506-04-3410/54.22210).

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

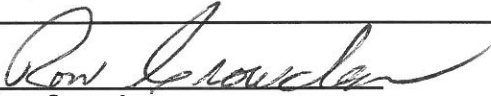
Recommendation: Approve the purchase of one – 2019 Ford F550 Dome Style Service Truck for the Utilities-Construction Division.

Funds are Available in the Following Accounts: Utilities Construction Capital Outlay: 506-04-3410/54.22210

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 606-04-3410		Date: 2/20/2019	
Vehicle Description: 2002 Ford F-450			Asset #:		F02059
Assigned Use: Was used by the Utilities Construction Division for responding to job sites with the necessary equipment					
Actual Age: 17		Current miles/hours: 124,927		Purchase Price: \$41,054.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 17	Miles or Hours 12	Type of Service 3	Reliability 1	Maint/Repair 5	Condition: 5
Evaluation Points 43			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: Repair estimate shows the transmission is slipping in 2nd and 3rd gear. This added to other minor repairs necessary makes the repair uneconomically repairable based on its age and mileage. The F-450 has been determined by the Department to not meet the mission requirements of the maintenance crews. Recommend disposal					
 Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$70,456.00			Funding Source: 506-04-3410/54.22210 Utilities-Construction Capital Account		

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		

ITEM #	Dome Style Service Truck		
		<u>Gerald Jones Volvo</u>	<u>W. Georgia Hydraulic</u>
	STANDARD BASE PRICE		
		2019 Ford F550	2019 Ford F550
	REQUESTED OPTIONS BELOW:		No E-Verify #/Ineligible
5.02	Hvy Duty Cooling Pkg	\$231.00	
5.03	Hvy Duty Electrical Pkg	\$161.00	
5.04	Hvy Duty Suspension	\$115.00	
5.05	19K GVW Payload Pkg	\$1,063.00	
5.07	Backup Camera	\$531.00	
5.09	Running Boards	\$409.00	
6.01	Fire extinguisher	\$55.00	
6.02	Outlet Receptacle	\$60.00	
6.03	Electric Brake controler	\$249.00	
6.04	Service body	\$7,455.11	
6.05	J-Hooks	\$156.35	
6.06	Panel Top	\$7,142.72	
6.07	Cargo Tie downs	\$265.79	
6.08	Grab handles	\$163.78	
6.09	Service body bumper	\$600.99	
6.10	Spotlights	\$848.00	
6.11	Trailer Wiring	\$400.00	
6.12	Pintle Hook	\$249.30	
6.13	Pipe Vise	\$295.00	
6.14	Spot Mirrors	\$148.00	
6.15	Window Tint Crew Cab	\$200.00	
6.16	Safety Cones	\$48.00	
6.17	Master Bar Lock System	\$641.04	
6.18	Steel Drawer System	\$1,791.43	
6.20	Cable steps in Rear	\$292.68	
7.01	Backup Alarm	\$70.00	
7.02	Magnetic LED Light	\$245.00	

7.03	LED Top Mount Light	\$420.00	
7.04	Traffic Advisor Light Bar	\$1,298.00	
	<u>GRAND TOTAL:</u>	\$70,456.00	\$82,189.00
			Non-Compliant

Invitation to Bid

Sealed bids will be received at this office until **Friday, November 2, 2018 @ 11:00 a.m.** for furnishing:

Bid Item #18-304 Dome Style Service Truck – for Augusta, GA Central Services Department – Fleet Maintenance

Bid Item #18-307 Trailer Mounted Hydro Excavator – for Augusta, GA Central Services Department – Fleet Maintenance

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 be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, October 19, 2018 @ 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: 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 27, October 4, 11, 18, 2018
Metro Courier	September 27, 2018

 Bid Opening Item #18-304 Dome Style Service Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Friday, November 2, 2018 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 19 Total Number Specifications Download (Demandstar): 1 Total Electronic Notifications (Demandstar): 70 Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2 Total Non-Compliant: 1		
VENDORS	Gerald Jones Volvo 4022 Washington Rd Martinez, GA 30907	West Georgia Mobile Hydraulic 99 Edge Rd Villa Rica, GA 30180
Attachment B	Yes	Yes
E-Verify Number	933751	Non-Compliant
SAVE Form	Yes	Yes
Equipment Specifications		
5.02 Heavy duty cooling package	\$231.00	No Bid
5.03 Heavy duty electrical package	\$161.00	No Bid
5.04 Heavy duty suspension package	\$115.00	No Bid
5.05 19, 00 GVW payload package	\$1,063.00	No Bid
5.06 Trailer tow mirrors	0/Standard	No Bid
5.07 Backup Camera	\$531.00	No Bid
5.08 Roof Clearance Lights	0/Standard	No Bid
5.09 Black Platform Running Boards	\$409.00	No Bid
6.00 Outfitter's Specialty Items:		
6.01 Fire Extinguisher	\$55.00	No Bid
6.02 Outlet Receptacle	\$60.00	No Bid
6.03 Electric Brake Controller	\$249.00	No Bid
6.04 Service Body Types: Stahl Model Challenger CST, Reading Model Classic II, Knapheide Model 600, or equal	\$7,455.11	No Bid
6.05 J-Hook Railing for Utility Service Body	\$156.35	No Bid
6.06 Panel Top for Utility Service Body	\$7,142.72	No Bid
6.07 Cargo Tie Downs	\$265.79	No Bid

Item # 1

 Bid Opening Item #18-304 Dome Style Service Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Friday, November 2, 2018 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 19 Total Number Specifications Download (Demandstar): 1 Total Electronic Notifications (Demandstar): 70 Mandatory Pre-Bid/Telephone Conference: N/A Total packages submitted: 2 Total Non-Compliant: 1		
VENDORS	Gerald Jones Volvo 4022 Washington Rd Martinez, GA 30907	West Georgia Mobile Hydraulic 99 Edge Rd Villa Rica, GA 30180
6.08 Grab Handles	\$163.78	No Bid
6.09 Service body bumper	\$600.99	No Bid
6.10 Spotlights	\$848.00	Suggest Go Lite/ \$365.00/ea
6.11 Trailer wiring	\$400.00	No Bid
6.12 Pintle hook	\$249.30	No Bid
6.13 Pipe vise	\$295.00	No Bid
6.14 Spot mirrors	\$148.00	No Bid
6.15 Window tint, crew cab	\$200.00	No Bid
6.16 Safety Cones (4 each)	\$48.00	No Bid
6.17 Master Bar Locking System for Compartments	\$641.04	No Bid
6.18 Steel Drawer System	\$1,791.43	No Bid
6.19 Tool Box Option	\$0.00	No Bid
6.20 Cable Steps In Rear	\$292.68	No Bid
7.00 Alert Warning Signs:		
7.01 Backup Alarm	\$70.00	No Bid
7.02 Magnetic LED Light	\$245.00	No Bid
7.03 LED Top Mount Light	\$420.00	No Bid
7.04 Traffic Advisor Light Bar	\$1,298.00	No Bid
2018/2019 Service Truck, Dome Style, 17, 500 GVW		
Year	2019	2019
Brand	Ford	Ford
Model	F550	F550
Price	\$70,456.00	82, 189.00
Approximate Delivery Schedule	15-May-19	TBD Upon Placement



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: November 15, 2018

SUBJECT: Recommendation Bid #18-304 – Dome Style Service Truck

Fleet Management would like to recommend the award of bid # 18-304, Dome Style Service Truck, to Gerald Jones Volvo of Augusta, Georgia. The vendor's proposal met the requirements of the bid and was the only qualifying vendor for the equipment requested. There were two vendors which submitted bid offerings for the requested equipment, however, the 2nd vendor, West Georgia Hydraulic of Villa Rica, GA, failed to provide an E-verify number deeming them non-compliant.

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

ITEM #	Dome Style Service Truck		
		<u>Gerald Jones Volvo</u>	<u>W. Georgia Hydraulic</u>
	STANDARD BASE PRICE	\$70,456.00	\$82,189.00
		2019 Ford F550	2019 Ford F550
	REQUESTED OPTIONS BELOW:		No E-Verify #/Ineligible
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6.17	Master Bar Lock System	\$641.04	
6.18	Steel Drawer System	\$1,791.43	
6.20	Cable steps in Rear	\$292.68	
7.01	Backup Alarm	\$70.00	
7.02	Magnetic LED Light	\$245.00	
7.03	LED Top Mount Light	\$420.00	
7.04	Traffic Advisor Light Bar	\$1,298.00	
	GRAND TOTAL:	\$96,061.19	\$82,189.00

User: Daniels, Tabitha

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-18-304-0-2018/nw

Bid Name Dome Style Service Truck

1 Document(s) found for this bid

1 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Duval Ford Fleet	9043882144	9043816556	1			Documents

Page 1 of 1

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Item # 1

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 Easy Peel[®] Address Labels
 Bend along line to expose Pop-up Edge

 Go to avery.com/templates
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RUSH TRUCK CENTER
2925 GUN CLUB ROAD
AUGUSTA, GA 30907

MATHEWS MOTORS
1351 GORDON HWY,
AUGUSTA, GA 30901

DIVERSIFIED FABRICATORS, INC
1325 HIGHWAY 41 BYPASS S.
GRIFFIN, GA. 30224

MCH KENWORTH
4318 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909

PADGETT TRUCK BODIES & EQUIP
2026 JEFFERSON DAVIS HIGHWAY
GRANITEVILLE, S.C. 29829

FREIGHTLINER OF AUGUSTA
2930 RIVERWEST DRIVE
AUGUSTA, GA 30907

HINO TRUCKS OF AUGUSTA
1351 GORDON HWY
AUGUSTA, GA 30901

SEA TRUCKS SALES
422 GRANGE ROAD
SAVANNAH, GA 31407

MACK TRUCKS
420 PATIO PL
COLUMBIA, SC 29212

ROBERT'S INTERNATIONAL TRUCKS
300 LONGWOOD DRIVE
RICHMOND HILL, GA 31324

FONTAINE TRUCK EQUIPMENT CO
9827 MOUNT HOLLY ROAD
CHARLOTTE, NC 28214

WEST GEORGIA MOBILE HYDRAULICS
98 EDGE ROAD
POST OFFICE BOX 266
VILLA RICA, GA 30180

NICHOLS FLEET EQUIPMENT
2401 EAST 31ST STREET
CHATTANOOGA, TN. 37407

PEACH STATE FREIGHTLINER
6535 CRESCENT DRIVE
NORCROSS, GA 30071

MILTON RUBEN CHEVROLET
3514 WASHINGTON RD
AUGUSTA GA 30907

GERALD JONES FORD
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30909

FAIRWAY FORD
4333 WASHINGTON ROAD
EVANS, GA 30809

CHRISTOPHER TRUCKS
1601 WHITE HORSE RD.
GREENVILLE, SC 29605

O.G. HUGHES & SONS
4816 RUTLEDGE PIKE
KNOXVILLE, TN 37914

TAKIYAH DOUSE
CENTRAL SERVICES-ADMN

RON CROWDEN
FLEET MAINTENANCE

KELLIE IRVING
COMPLIANCE

BID ITEM# 18-304
DOMESTIC TRUCK
FOR CENTRAL SERVICES
DEPARTMENT-FLEET MAINTENANCE
BID DUE: FRIDAY 11/2/18 @ 11:00 A.M.

BID ITEM# 18-304
DOMESTIC TRUCK
FOR CENTRAL SERVICES
DEPARTMENT-FLEET MAINTENANCE
BID MAILED: 9/27/18 pg. 1 OF 1

Item # 1



**Administrative Services Committee Meeting
3/26/2019 1:05 PM
401 Walton Way Building**

Department:

Presenter:

Caption: Provide a final disposition decision for the 401 Walton Way building owned by the City of Augusta. **(Requested by Commissioner Sammie Sias)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Nancy Morawski

From: Commissioner Sammie Sias
Sent: Thursday, March 14, 2019 11:18 AM
To: Lena Bonner; Janice Allen Jackson
Cc: Wanda Gothie; Nancy Morawski
Subject: Bldg 401

Ms Bonner,

Please add this item to the Administrative Services Committee agenda for 26 Mar 2019.

"Provide a final disposition decision for the 401 Walton Way building owned by the City of Augusta"

Please forward email to all members of the Commission.

Sammie L. Sias
Commissioner,
Augusta Richmond County
"Failure is not an Option"

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AED:104.1



**Administrative Services Committee Meeting
3/26/2019 1:05 PM
Administrator Update Depot Project**

Department:

Presenter: Commissioner Ben Hasan

Caption: Update from the Administrator regarding Augusta's requests and responses received from the proposed Depot Project Developers.
(Requested by Commissioner Ben Hasan)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
3/26/2019 1:05 PM**

Approve Contract for Lake Olmstead Stadium Conversion - RFQ 18-309

Department:	Central Services - Facilities
Presenter:	Takiyah A. Douse
Caption:	Award a contract, not to exceed \$85,450.00, to Jones Lang LaSalle Americas, Inc (JLL) for advisory and support services related to conversion of the Lake Olmstead Minor League Stadium into an Amphitheater (RFQ 19-309).
Background:	The Augusta Green Jackets left the Lake Olmstead stadium in 2017 to occupy SRP Park in North Augusta, South Carolina. Since their departure, the stadium has been used for various events promoted by the Recreation and Parks Department. Request for Qualification (RFQ) #18-309 was issued to solicit professional services related to the Commission's desire to convert the former Greenjacket's Baseball Stadium into an Amphitheater. Statements of Qualifications were received on November 27, 2018.
Analysis:	The Evaluation Panel convened on December 12, 2018 to evaluate the five RFQ documents that were submitted. In accordance with Augusta's Procurement Guidelines, submissions were scored based on the criteria established in the RFQ. Three firms were selected to make presentations to the Committee on January 9, 2019. The team submitting under the leadership of JLL Hotels and Hospitality Group was deemed to be the most qualified firm to perform the scope outline in the RFQ. An agreement was negotiated for the desired scope of work to be performed in eight phases.
Financial Impact:	The cost of the contract is not to exceed \$85,450.00
Alternatives:	1. Award a contract, not to exceed \$85,450.00, to Jones Lang LaSalle Americas, Inc (JLL) for advisory and support services related to conversion of the Lake Olmstead Minor League Stadium into an Amphitheater. 2. Do not approve award the contract.

Recommendation: Award a contract, not to exceed \$85,450.00, to Jones Lang LaSalle Americas, Inc (JLL) for advisory and support services related to conversion of the Lake Olmstead Minor League Stadium into an Amphitheater.

Funds are Available in the Following Accounts: Funding is available for the project in SPLOST 7 allocated to Central Services for the use of upgrading existing facilities. GL 329-05-1120 / 5413120 (JL 216057902)

REVIEWED AND APPROVED BY:

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

Request for Qualifications

Request for Qualifications will be received at this office until **Tuesday, November 27, 2018 @ 11:00 a.m.** for furnishing:

RFQ Item #18-309 Feasibility Study Convert Minor League Stadium to Amphitheater for Augusta, GA – Central Services – Facilities Maintenance Division

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

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

Request for Qualification (RFQ) documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901.

A Pre-Qualification Conference will be held on Tuesday, November 6, 2018, @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605. A Site Visit will follow.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, November 8, 2018 @ 5:00 P.M. No RFQ will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	October 11, 18, 25, November 1, 2018
Metro Courier	October 11, 2018

Pre-Qualifications Conference Sign-in Sheet
RFQ Item #18-309 Feasibility Study Convert Minor League Stadium to Amphitheater
For Augusta, Georgia – Recreation and Parks Department
Tuesday, November 6, 2018 @ 10:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
1. Darrell White <i>Darrell White</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2423	706-821-2811	procbidandcontract @augustaga.gov	
2. Nancy Williams <i>Nancy Williams</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2888	706-821-2811	procbidandcontract @augustaga.gov	
3. <i>Lauren Saul</i>	<i>Compliance</i>	<i>535 Telfair St. Suite 710 Augusta, GA 30901</i>	<i>706-821-2406</i>		<i>lsaul@ augustaga.gov</i>	
4. DEE BENARD <i>Dee Benard</i>	<i>STUDIO 3 DESIGN THK DESIGN/ CSL</i>	<i>1417 WATSON WAY AUGUSTA, GA. 30904</i>	<i>706-667-7784</i>	<i>706-667-9706</i>	<i>DREARDE 532a.com</i>	
5. GARY HEGNER <i>Gary Hegner</i>	<i>Rec. + Parks</i>	<i>3027 LUMPLIN RD AUGUSTA GA 30906</i>	<i>706-892-2680</i>	<i>86 796 4099</i>	<i>ghegner@ augustaga.gov</i>	
6. GLENN JOHNSON <i>Glenn Johnson</i>	<i>DR GROUP/ JOHNSON CONSULTING</i>	<i>121 W. TOADE ST CHARLOTTE, NC 28202 SUITE 2150</i>	<i>(704) 612-2080</i>	<i>—</i>	<i>GJOHNSON@ DUGROUP. COM</i>	
7. SCOTT WILLIAMS <i>Scott Williams</i>	<i>CRAWSTON ENGINEERING GROUP</i>	<i>452 ELLIS STREET AUGUSTA, GA 30901</i>	<i>(706) 722-1588</i>	<i>(706) 722-8379</i>	<i>dswilliams@ CRAWSTONENGINEERING. COM</i>	

Pre-Qualifications Conference Sign-in Sheet
RFQ Item #18-309 Feasibility Study Convert Minor League Stadium to Amphitheater
For Augusta, Georgia – Recreation and Parks Department
Tuesday, November 6, 2018 @ 10:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. Yolanda Greenwood	Rec + Parks	2027 Lumpkin Rd. Augusta, GA 30906	706-821-1754	706-821-1756	Ygreenwood@augustaga.gov	
9. Glenn Parker	" "	" "	706-796-5855	" "	gparker@augustaga.gov	
10. Rick Acree	CENTRAL SERVICES		706-821-1595		racree@augustaga.gov	
11.						
12.						
13.						
14.						
15.						

Item # 4

OFFICIAL



RFQ Opening RFQ Item #18-309
Feasibility Study Convert Minor League Stadium to Amphitheater
for the Augusta, GA – Central Services Department-Facilities Maintenance Division
RFQ Due: Tuesday, November 27, 2018 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18
Total Number Specifications Download (Demandstar): 3
Total Electronic Notifications (Demandstar): 85
Pre Qualifications Conference Attendees: 4
Total packages submitted: 5
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Addendum 1	Original	7 Copies
AECOM Design Services 303 East wacker Dr., Suite 1400 Chicago, IL 6061	Yes	19959	Yes	Yes	Yes	Yes
JLL Hotels & Hospitality Group 200 East Randolph Drive Chicago, IL 60601	Yes	1218078	Yes	Yes	Yes	Yes
DLR Group/Johnson Consulting 121 W. Trade St., Suite 2150 Charlotte, NC 28202						
Cranston Engineering 452 Ellis Street Augusta, GA 30901	Yes	540529	Yes	Yes	Yes	Yes
Conventions, Sports & Leisure International 520 Nicollet Mall, Suite 520 Minneapolis, MN 55402	Yes	116278	Yes	Yes	Yes	Yes
Matheny Goldman 108 Woodson St., NW Huntsville, AL 35801	Yes	486828	Yes	Yes	Yes	Yes

Item # 4

 RFQ Item #18-309 Feasibility Study Convert Minor League Stadium to Amphitheater for the Augusta, GA – Central Services Department-Facilities Maintenance Division Evaluation Meeting Date: Wednesday, December 12, 2018 @ 1:00 p.m.															
Vendors			AECOM Design Services 303 East wacker Dr., Suite 1400 Chicago, IL 6061	JLL Hotels & Hospitality Group 3344 Peachtree Rd., NE Atlanta, GA 30326	C. H. Johnson Consulting/Cranston Engineering 6 E. Monroe St., 5th Floor Chicago, IL 60603	Conventions, Sports & Leisure International 520 Nicollet Mall, Suite 520 Minneapolis, MN 55402	Matheny Goldman 108 Woodson St., NW Huntsville, AL 35801		AECOM Design Services 303 East wacker Dr., Suite 1400 Chicago, IL 6061	JLL Hotels & Hospitality Group 3344 Peachtree Rd., NE Atlanta, GA 30326	C. H. Johnson Consulting/Cranston Engineering 6 E. Monroe St., 5th Floor Chicago, IL 60603	Conventions, Sports & Leisure International 520 Nicollet Mall, Suite 520 Minneapolis, MN 55402	Matheny Goldman 108 Woodson St., NW Huntsville, AL 35801		
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)						Weighted Scores						
Evaluation Criteria		Ranking	Points	Scale 0 (Low) to 5 (High)											
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized		N/A	Pass/Fail	PASS	PASS	PASS	PASS	PASS		PASS	PASS	PASS	PASS	PASS	
2. Qualifications & Experience		(0-5)	20	3.8	4.0	4.4	4.6	3.6		76.0	80.0	88.0	92.0	72.0	
3. Organization & Approach		(0-5)	15	3.6	4.0	4.6	5.0	3.8		54.0	60.0	69.0	75.0	57.0	
4. Scope of Services Project Specific Experience Available Staff Resources to be Assigned to project		(0-5)	25	3.2	4.2	4.2	4.8	3.4		80.0	105.0	105.0	120.0	85.0	
5. Financial Statements		(0-5)	10	0.0	3.8	2.8	0.6	0.0		0.0	38.0	28.0	6.0	0.0	
6. References		(0-5)	5	4	5	5	5	5	4	22.0	25.0	24.0	24.0	25.0	
7 Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)															
Within Richmond County		5	10							0.0	0.0	0.0	0.0	0.0	
Within CSRA		5	6							0.0	0.0	0.0	0.0	0.0	
Within Georgia		5	4		5					0.0	20.0	0.0	0.0	0.0	
Within SE United States (includes AL, TN, NC, SC, FL)		5	2					5		0.0	0.0	0.0	0.0	10.0	
• All Others		5	1	5		5	5			5.0	0.0	5.0	5.0	0.0	
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)				20.0	26.0	25.8	24.8	20.8		237.0	328.0	319.0	322.0	249.0	
Phase 2 (Option - Numbers 8-9)															
8. Presentation by Team		(0-5)	10		3.6	3.8	3.8			0	36.25	37.5	37.5	0	
9 Q&A Response to Panel Questions		(0-5)	5		3.5	4.0	3.5			0	17.5	20	17.5	0	
Total Phase 2 - (Total Maximum Ranking 15- Maximum Weighted Total Possible 125)				35	20	23.625	23.75	23.75	20		0	53.75	57.5	55	0
Total (Total Possible Score 500)															
Total Cumulative Score (Maximum point is 500)				40.0	49.6	49.6	48.6	40.8		237.0	381.8	376.5	377.0	249.0	
Internal Use Only															
Evaluator: Cumulative Date: 12/12/18															
Procurement Department Representative: _____ Nancy Williams _____															
Procurement Department Completion Date: 12/12/18 Phase II - 1/9/19															



Central Services Department

Takiyah A. Douse, Director
Rick Acree, AIA - Project Manager

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

MEMORANDUM ~~FWA~~

TO: Ms. Geri Sams, Director, Procurement Department

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

FROM: Mr. Rick Acree, Project Manager, Central Services

DATE: March 14, 2019

SUBJECT: RFQ #18-309 Lake Olmstead Amphitheater - Recommendation

Statements of Qualifications were received for the referenced project on November 27, 2018. The Evaluation Panel convened on December 12, 2018 to evaluate the documents submitted. In accordance with Augusta's Procurement Guidelines, submissions were scored based on the criteria outlined in the Request for Qualifications. Three firms were selected to make presentations to the Committee on January 9, 2019. The team submitting under the leadership of JLL Hotels and Hospitality Group was deemed to be the most qualified firm to perform the scope outline in the RFQ.

Subsequent negotiations with JLL Hotels and Hospitality Group have led to concurrence of the proposed scope and fee. The Central Services Department recommends that the contract be awarded to the selected vendor and requests that Procurement secure any additional documentation necessary to prepare an agenda item for Commission consideration.

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

Cc: Takiyah A. Douse
Tony McDonald
Glenn Parker

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

Studio 3 Design Group
1617 Walton Way
Augusta, GA 30904

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

2KM Architects
529 Greene Street
Augusta, GA 30901

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

Chris Booker & Associates
670 Broad Street
Augusta, GA 30901

Woodhurst Architects
607 15th Street
Augusta, GA 30901

Johnson Laschober & Associates
1296 Broad Street
Augusta, GA 30901

Alan Venable Architects
309 11th Street
Augusta, GA 30901
RETURNED MAIL

Harley & Associates Architects
718 Broad Street
Augusta, GA 30901

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

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

Definitive Designs Group
4270 Frontage Road
Augusta GA 30909

Matheny Goldmon Architects
108 Woodson St NW,
Huntsville, AL 35801

Mingolello & Hayes, Architects
90 Huntington St # 8
Shelton, CT 06484

TAKIYAH DOUSE
CENTRAL SERVICES DEPT.-ADM

RICK ACREE
CENTRAL SERVICES DEPT.

RFQ Item 18-309
Feasibility Study Convert Minor League
Stadium-For Augusta, GA-Central Services-
Facilities Maintenance Division
Due: Tues. 11/27/18@ 11:00 a.m.

RFQ Item 18-309
Feasibility Study Convert Minor League
Stadium-For Augusta, GA-Central Services-
Facilities Maintenance Division
Bid Mailed-10/12/18.

Planholders List - DemandStar

User: Williams, Nancy

Organization: City of Augusta, GA (Augusta Commission)

Logout

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFQ-18-309-0-2018/nw

Bid Name Feasibility Study Convert Minor League Stadium to Amphitheater

2 Document(s) found for this bid

3 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Dodge Data	4133767032		2			Documents
entram corp	9418759017	9418760458	2			Documents
RR Surety	2819021029		1			Documents

Page 1 of 1

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Item # 4

FYI: Process Regarding Request for Qualifications

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

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

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

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

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.

FYI: Process Regarding Request for Qualifications

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

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.
- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.

FYI: Process Regarding Request for Qualifications

- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or provide the services required;
- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
- (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
- (4) The quality of performance on previous contracts;
- (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
- (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;

FYI: Process Regarding Request for Qualifications

- (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
- (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions, additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.
- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.



**Administrative Services Committee Meeting
3/26/2019 1:05 PM
Approve Dedication Plaque Text - Cyber Deck**

Department: Central Services - Facilities

Presenter: Takiyah A. Douse

Caption: Approve the proposed draft of the dedication plaque for the following project: Georgia Cyber Center Parking Facility.
(Referred from March 12 Administrative Services Committee meeting)

Background: The Augusta Commission has adopted a policy to recognize the completion of a new installation, new building, or major renovation to an existing building as an event of importance to the community by adopting a policy which establishes guidelines for dedication plaques commemorating these projects. The attached project has been completed within the last 18 months. In accordance with the adopted policy, we are submitting the information on a dedication plaque for this project to the Commission for approval prior to requesting pricing.

Analysis: The proposed dedication plaque will be installed inside the building in close proximity to the entrance. The material will be cast aluminum.

Financial Impact: Estimated to be approximately \$2,500 per plaque.

Alternatives: Approve the proposed drafts of the dedication plaques for the following projects: • Augusta Planning and Development Department – Renovation • Augusta Central Services Department – Renovation and Addition • Georgia Cyber Center Parking Facility. 2. Amend the draft(s) and approve 3. Do not approve the draft(s)

Recommendation:

Cover Memo

Item # 5

Approve the proposed drafts of the dedication plaques for the following projects: • Augusta Planning and Development Department - Renovation • Augusta Central Services Department – Renovation and Addition • Georgia Cyber Center Parking Facility

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

Funding is to come from the individual project budgets. This agenda item is for approval of the plaque text only in accordance with Augusta Commission Policy.

REVIEWED AND APPROVED BY:

GEORGIA CYBER CENTER PARKING FACILITY 2018

MAYOR
HARDIE DAVIS, JR.

ADMINISTRATOR
JANICE ALLEN JACKSON

AUGUSTA COMMISSION

DISTRICT 1 WILLIAM FENNOY
DISTRICT 2 DENNIS WILLIAMS
DISTRICT 3 MARY DAVIS, MAYOR PRO TEM
DISTRICT 4 SAMMIE SIAS
DISTRICT 5 ANDREW JEFFERSON
DISTRICT 6 BEN HASAN
DISTRICT 7 SEAN FRANTOM
DISTRICT 8 WAYNE GUILFOYLE
DISTRICT 9 MARION WILLIAMS
DISTRICT 10 GRADY SMITH, JOHN CLARKE
LENA BONNER- CLERK OF COMMISSION

CONSTRUCTION PROJECT MANAGER
JONES LANG LASALLE, INC.

URBAN REDEVELOPMENT AGENCY

AUGUSTA BOARD MEMBERS

BOB YOUNG - CHAIR
BRAD OWENS - VICE CHAIR
HARDI JONES
ISSAC MCKINNEY
BONNIE RUBEN

GENERAL CONTRACTOR
NEW SOUTH CONSTRUCTION COMPANY, INC.

ARCHITECT
M. ARTHUR GENSLE JR. & ASSOCIATES

CIVIL ENGINEER
CRANSTON ENGINEERING GROUP

FUNDED BY BONDS ISSUED BY URBAN REDEVELOPMENT AGENCY OF AUGUSTA





**Administrative Services Committee Meeting
3/26/2019 1:05 PM**

Contract Amendment with Association Latina de Servicios of Del CSRA (ALAS)

Department: Housing and Community Development Department

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

Caption: Motion to Approve Amending Housing and Community Development's (HCD's) 2015 Public Facility Contract with Association Latina de Servicios of Del CSRA (ALAS) to reflect the change in scope of work from New Construction to Acquisition. HCD will provide funding in the amount of up to \$140,000 to ALAS for the sole purpose of acquiring the site location for the renovation of a low-income clinic. ALAS will be responsible for renovating the building into a medical center and parking lot to offer services to the low/moderate income population of Augusta-Richmond County .

Background: Each year the Augusta, Georgia receives Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG budgets which are incorporated into the City's Annual Action Plan and carried out through agreement with local partners. On occasion, amendments to these agreements are necessary to ensure that funds are expended in a timely and effective manner. HCD, in partnership with ALAS, is requesting this type of amendment to acquire and renovate a building into a functioning medical facility. This project, originally Approved in the FY2014 Annual Action Plan, was not able to solicit viable market prices for the construction of a new facility as proposed in the original scope of the project. Thus, in seeking to assist the Partner Agency, ALAS, with meeting the growing need for dedicated office space for their clinic activities, HCD proposed shifting the Scope of the project to allocate the same financial contribution for the purposes of acquiring an existing structure. ALAS would then have the contractual responsibility to renovate the acquired space into a functional clinic within a prescribed

Cover Memo
Item # 6

timeframe to be stipulated in their final agreement. HCD is requesting Approval to amend the existing contract agreement with ALAS, originally executed in 2015, to reflect this revised scope of work and related responsibilities that maintain the integrity of the intent of the original agreement.

Analysis: Approval of the proposed contract amendment and related scope of service will allow HCD to partner with ALAS in bringing this concept of a low-income clinic to fruition. Approval of the proposed contract amendment will also ensure the timely expenditure of the funds currently obligated in the Agreement. The City of Augusta has until 2021 to expend the funds allocated to this project or these funds will be recaptured by the U.S. Department of Housing and Urban Development.

Financial Impact: The City receives CDBG funding from the US Housing and Urban Development Department on an annual basis. In this proposed amendment to the Agreement with ALAS, HCD has leveraged up to \$140,000 in FY2015 CDBG funding against a match commitment of \$260,000 from ALAS to cover acquisition cost shortfall and address the total renovation and interior upgrade of the property.

Alternatives: Do not approve HCD's contract amendment request.

Recommendation: Approve Amending Housing and Community Development's (HCD's) 2015 Public Facility Contract to reflect the change in scope of work from New Construction to Acquisition.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG), Public Services and Public Facility and Public Improvement Projects activity funds – FY2014; \$140,000.

REVIEWED AND APPROVED BY:

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

**AGREEMENT BETWEEN AUGUSTA, GEORGIA
AND
Association Latina de Servicios of the CSRA (ALAS)
2015 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This Agreement is made and entered into this 1st day of January, 2015, by and between Augusta, Georgia, by and through the Augusta, Georgia Commission, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "Grantee"), and Association Latina Del CSRA (ALAS), Inc. (hereinafter referred to as the "Sub-recipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilization of such funds;

WHEREAS, the Sub-recipient acknowledges and agrees to comply with all relevant Federal and applicable Local guidelines related to the administration of this Agreement;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

Unless otherwise specified, the following terms used herein shall be defined as listed below in this Article I.

Act

Means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.).

Annual Plan

The one-year portion of a Participating Jurisdiction's (PJ) Consolidated Plan (see definition of "Consolidated Plan"). It includes the PJ's annual application for CDBG, HOME, HOPWA and ESG funding.

Business Concern

Means businesses that can provide evidence that they meet one of the following:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents.
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Consolidated Plan

A document written by a State or local government describing the housing needs of the low- and moderate-income residents, outlining strategies to meet the needs and listing all resources available to implement the strategies. This document is required to receive HUD Community Planning and Development funds.

Item # 6

Community Development Block Grant (CDBG) Program or Program

The term "Community Development Block Grant (CDBG) Program", or "Program" shall mean that program administered by the Augusta, Georgia Housing and Community Development Department funded by a Community Development Block Grant. Such grant shall be that which has been applied for by Augusta, Georgia, and awarded by the U.S. Department of Housing and Urban Development (HUD) as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

C.F.R.

HUD's section of the Code of Federal Regulations (CFR) is Title 24 and is often referenced as 24 CFR. Chapter IX of 24 CFR, entitled Office of Assistant Secretary for Public and Indian Housing, Department of Housing and Urban Development, applies to programs administered by the Office of Public and Indian Housing.

Covered Person

For purposes of 24 CFR 5, subpart I, and parts 966 and 982, means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.

Department

The term "Department" shall mean the Augusta, Georgia Housing and Community Development Department.

Grant

A federal grant is an award of financial assistance from a federal agency to a recipient to carry out a public purpose of support or stimulation authorized by a law of the United States. Federal grants are not federal assistance or loans to individuals.

Grantee

The term "Grantee" shall mean Augusta, Georgia. Augusta, Georgia is a consolidated form of government, a political subdivision of the State of Georgia. Augusta, Georgia may be reference as "Augusta".

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

HUD

The term "HUD" shall mean the U. S. Department of Housing and Urban Development.

Low and Moderate Income Household

The term "Low and Moderate Income Household" shall mean a household having a total income equal to or less than the Section 8 low income limit established by HUD.

Low and Moderate Income Person

The term "Low and Moderate Income Person" shall mean a member of a family having a total income equal to or less than the U.S. Department of Housing and Urban Development (HUD) established Section 8 low income limit. This limit has been set as 80% of Area Median Income. Individuals not related by birth or by marriage will be considered as one-person families for this purpose.

Participating Jurisdiction

The term given to any State or local government that HUD has designated to administer a CDBG Program. HUD designation as a PJ occurs if a State or local government meets the funding thresholds, notifies HUD that it intends to participate in the program, and obtains approval by HUD of a Consolidated Plan.

Personal Property

Property of any kind except real property. It may be tangible, having physical existence, or intangible, having no physical existence, such as copyrights, patents, or securities.

Project

The term "Project" shall mean the objective established for the expenditure of CDBG funds as set forth in Article III hereto entitled "Scope of Services and Timetable."

Small Business

Means a business that meets the criteria set forth in Section 3 (a) of the Small Business Act, as amended (15 U.S. C. 632), and "Minority and Women's Business Enterprise" shall mean a business at least fifty-one percent (51%) percent owned and controlled by minority group members or women. For the purposes of this definition section, the following terms shall be defined as follows: "minority group members" shall mean are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as Minority and Women Business Enterprises.

Sub-recipient

A public agency or nonprofit organization selected by a participating jurisdiction to administer all or a portion of the participating jurisdiction's CDBG Program. A public agency or nonprofit organization that receives CDBG funds solely as a developer or owner of housing is not a Sub-recipient.

U.S.C.

United States Code, "the codification by subject matter of the general and permanent laws of the United States,"

ARTICLE II: PREAMBLE

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 conditions precedent for the undertakings and commitments included within the following provisions. These statements, representations, and explanations may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- A. 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 in the determination of needs and prioritization of community development. The Mayor, Augusta, Georgia Commission and the citizens of Augusta, Georgia through citizen participation workshops have determined the needs and prioritization of community development in Augusta, Georgia.
- B. Pursuant to HUD regulations, 24 CFR 570.200 (a), certain projects were included in Augusta's CDBG submission to HUD, referred to as the Annual Plan. Augusta determined that each of the individual projects included in the Annual Plan address one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight;
 - 3. Activities designed to meet community development needs having a particular urgency.

Augusta has determined that the Project is a CDBG eligible activity because it addresses one or more of these objectives.

- C. Under the rules and regulations of HUD, Augusta is administrator for the Program. Augusta is mandated to comply with various statutes, rules and regulations of the United States, pertaining to the allocation and expenditure of funds, as well as the protection of the interest of certain classes of individuals residing in Augusta.
- D. The Grantee is desirous of disbursing the funds to the Sub-recipient for use in the Project. Further, as a condition precedent to the release of CDBG funds to the Sub-recipient, the Grantee, as Administrator for the Program must obtain the assurance from the Sub-recipient of full compliance with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or Augusta relating to the Project and the Program.

ARTICLE III: PROJECT

The Grantee agrees to reimburse the Sub-recipient in an amount not to exceed **One Hundred Forty Thousand dollars and zero cents (\$140,000.00)** (hereinafter the "Grant") to implement the following project(s): **build and construct a new medical center at 1202 D' Antignac Street Augusta, Ga. tax map & parcel number 046-4-024-00-0 this facility will be a complete full service center to assist the poor and indigent with medical services in the Laney Walker/Bethlehem area.**

Sub-recipient will provide medical assistance and services mainly to a low to moderate income Hispanic population, but any person regardless of ethnicity, language barrier or insurability these person or families will receive their needed health care services.

Requirements:

Said project is more fully set forth in Exhibit "A" attached hereto and made a part hereof.

ARTICLE IV: NOTICES

Sub-recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered through one of the following: U.S. Mail (postage prepaid), commercial courier, personal delivery, facsimile, or other electronic means. Any notice delivered as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee:	Augusta, Georgia Attention: Hardie Davis Jr, Mayor 535 Telfair Street, Suite 200 Augusta, Georgia 30901
With copy to:	Housing and Community Development Department Attention: Hawthorne Welcher, Jr, Director 925 Laney-Walker Boulevard, 2 nd Floor Augusta, Georgia 30901
If to Sub-recipient:	Association Latina Del CSRA (ALAS) Attention: Dr. William Salazar, Executive Director 3040 Bransford Road Augusta, GA 30909 Email: wsalazar@gru.edu

ARTICLE V: GENERAL CONDITIONS

A. General Compliance

The Sub-recipient 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 Sub-recipient does not assume the Grantee's environmental responsibilities and (2) the Sub-recipient does not assume the Grantee's responsibility for initiating the review process. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing 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 Sub-recipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation; FICA; Retirement; Life and/or Medical insurance; and Workers' Compensation Insurance, because the Sub-recipient is an Independent Contractor.

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C. Construction Sites

All contracts for contractors performing demolition and/or construction projects for Augusta, Georgia shall contain a provision requiring that all 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 through manifests; which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

D. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee, and its employees and agents from any and all liabilities, demands, damages, losses, claims, actions, suits, charges, judgments and expenses, including attorney's fees, that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter as required in this Agreement.

E. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

F. Insurance and Bonding

The Sub-recipient 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 reimbursements/advances from the Grantee.

The Sub-recipient shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an Insurance policy(s) that will ensure and indemnify the Grantee against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the Sub-recipient in performance of the work during the term of this Agreement.

The Sub-recipient shall provide, at all times that this agreement is in effect, Worker's Compensation Insurance in accordance with the laws of the State of Georgia.

The Sub-recipient shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance
- C. Property Damage Insurance
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.

E. Professional Liability Insurance –

Grantee will be named as an additional insured with respect to Sub-recipient's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the Grantee, and shall be noncancellable except on thirty-(30) days' written notice to the Grantee. Such policies shall name the Grantee as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

G. Grantee's Recognition

The Sub-recipient shall insure recognition of the role of the Grantee 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 Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement, and shall:

- a. acknowledgement of Augusta, Georgia as grantee
- b. to label all assets purchased with CDBG funds as property of Augusta, Georgia, and
- c. insertion of HUD and Augusta, Georgia logo on all publications relating to program funded with CDBG funds.

H. Amendments

1. The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement; are executed in writing, signed by a duly authorized representative of each organization; and approved by the Grantee's governing body. Such amendments shall not cancel or invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.
2. Further it is understood that the Grantee is responsible to HUD for the administration of funds, Grantee may consider and act upon reprogramming recommendations as proposed by its Sub-recipient. In the event that the Grantee approves any modification, amendment, or alteration to the funding allocation, the Sub-recipient shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. The Sub-recipient shall submit to the Grantee within thirty (30) days of the completion of each Project a complete financial accounting of all its project activities.
4. The Department's Director shall be authorized to approve line item changes to the Sub-recipient's budget provided that such changes do not increase in the grant amount set forth in the Project's overall Budget.
5. The Grantee 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, as it deems necessary. If such amendments result in a change (i) in the funding, (ii) the

scope of services, or (iii) 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 Grantee and Sub-recipient.

6. The Sub-recipient shall be allowed only one amendment to this Agreement, unless otherwise deemed necessary at the discretion of the HCD Director. No amendment will be granted to extend the agreement beyond the established end date of the grant period.

I. Suspension or Termination

1. In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, including, but not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Sub-recipient, to the Grantee, of reports that are materially incorrect or incomplete.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

J. Liquidated Damages

For Public Facilities Projects only, the Sub-recipient agrees to pay as liquidated damages to the Grantee the sum of \$___ for each consecutive calendar day after expiration of the Contract Time of Completion Time, except for authorized extensions of time by the Grantee. This Section is independent of the above section dealing with Suspension and Termination. 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 the Grantee 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 the Grantee from recovering other damages in addition to the payments made hereunder which the Grantee can document as being attributable to the documented Sub-recipient failures. In addition to other costs that may

be recouped, the Grantee may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Contract as well as attorney fees if applicable.

Disclaimer: For the purposes of the Community Block Grant Program, any Public Service functions/organizations are not bound by any language pertaining to construction related issues/topics.

ARTICLE VI: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21-28; Sub-recipient shall (i) adhere to the accounting principles and procedures required therein, (ii) utilize adequate internal controls, and (iii) maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

- a) Sub-recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.
- b) Sub-recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflect all expenditures of Grant funds provided by the Grantee under this Agreement
- c) All Grant funds disbursed through a Community Development Block Grant shall be used only for eligible activities specifically outlined in this Agreement. The Sub-recipient shall comply with any conditions and timetables set forth in this Agreement. In the event (i) the Sub-recipient does not comply with the conditions and/or timetables; (ii) the Sub-recipient ceases to exist; or (iii) Sub-recipient ceases to provide the services for which the Grant was made, the Sub-recipient shall be in default. If the Sub-recipient is deemed to be in default, the Sub-recipient will not be authorized to carry out another CDBG eligible project. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement.

B. Documentation and Recordkeeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, which are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the submission date of the Grantee's annual performance and evaluation report to HUD, in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, in instances where involving any type of litigation, claims, audits, negotiations or other actions that involve any of the records cited, which have started before the expiration of the five-year period, shall be retained until the completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee's monitors or their designees for review upon request.

Additionally, Sub-recipients providing services to homeless persons, or persons at risk of homelessness, participation in the local HMIS in accordance with the policies established by the local Continuum of Care is mandated as a condition of compliance with this agreement.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and confidential. The use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service. In the case of information about a minor, a responsible parent/legal guardian must provide written consent.

Additionally, Sub-recipients providing services to homeless persons or persons at risk of homelessness, as part of their participation in the local HMIS, agree to adhere to the policies of the local Continuum of Care concerning Data Privacy, System Security and Client Confidentiality.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall continue until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may at its discretion reprogram the funds to another CDBG eligible project.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully explained and corrected by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133, if applicable. If Sub-recipient does not expend \$500,000 in Federal funds within the fiscal year, then a financial statement shall be submitted to Grantee.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall provide "monthly" reports on all program income (as defined at 24 CFR 570.500 (a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the Agreement period for activities permitted under this Agreement, and shall reduce requests for additional funds by the amount of any program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U. S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

Program income anticipated to be generated from the use of CDBG funds for this project is approximately Zero Dollars (\$0).

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an Indirect Cost Allocation Plan for determining the Sub-recipient's appropriate share of administrative costs. Sub-recipient shall submit such plan to the Grantee for approval, by using a form to be specified by the Grantee.

3. Invoicing and Payment Procedures

a) In order to obtain reimbursement from the Grantee in connection with the Project, Sub-recipient shall provide the following information:

(1) Sub-recipient shall submit Monthly Progress Reports for the Project by using the form attached hereto as Exhibit "E", detailing accomplishments for the report period and the number of participants, which will be listed separately according to race, sex and female head of household. Additionally, for each Program participant, the Sub-recipient shall utilize the Income Calculator to assess the participants' income eligibility which can be found at www.hudexchange.info/homecalculator/ which shall be submitted with Sub-recipient's Monthly Progress Report. The Monthly Progress Report and Income Calculation worksheet must be included with all requests for payment until all funds have been expended. In the event that all funds are expended prior to the expiration of the agreement period, reports must continue to be submitted throughout the twelve month period of the grant cycle.

(2) The Sub-recipient shall submit signed timesheets and bank draft as backup documentation for salary reimbursement. It is not permissible to self-certify timesheets. In addition, the Sub-recipient shall submit mileage, if applicable.

(3) Request for reimbursements by Sub-recipient shall have the following attached: Invoices, cancelled checks, receipts or other documentation evidencing funds expended by Sub-recipient.

(4) The Grantee agrees to reimburse costs allowable under Federal, State and Local laws and guidelines.

b) Upon receiving the Invoices, reports and other material, the Department shall audit such documentation to determine whether the items invoiced are eligible for reimbursement under applicable Federal, State and Local laws and regulations.

c) The Department shall authorize the Grantee's Financial Officer to reimburse the Sub-recipient for all costs it determines are eligible for reimbursement, pursuant to the audit. Payments will be made on a monthly basis with a 30-day turnaround period by Grantee. Requests for payments must be received by Grantee not later

than the 15th day of each calendar month for work performed during the preceding calendar month. The Sub-recipient shall not claim reimbursement from the Grantee for portions of its obligations which have been paid by another source of revenue.

d) The Grantee will pay the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient, which is consistent with any approved budget and the Grantee policy concerning payments. The Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Sub-recipient.

e) The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

4. Progress Reports

The Sub-recipient shall submit Monthly Progress Reports to the Grantee by using the form attached (Exhibit E) as required by the Grantee. Progress reports shall be submitted by the 15th day of the month following prior month activities.

5. Annual Reports

The Sub-recipient shall submit an Annual Performance Report to the Grantee by using the form Exhibit F; complete content as required by the Grantee. The Annual Performance Report shall be submitted to Grantee by January 15 of the year following the grant period.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee's policy concerning the purchase of equipment. Sub-recipient shall maintain inventory records of all non-expendable personal property, as defined by such policy that may be procured with funds provided herein. Personal property means property of any kind except Real Property. All program assets (unexpended program income and/or property) shall revert to the Grantee upon termination of this Agreement.

a) All procurement transactions, regardless of dollar amount, whether negotiated or advertised, shall be conducted in a manner consistent with the Cost Principles for Non-Profit Organizations, OMB Circular A-110 "Procurement Standards", which provides maximum open free competition.

b) To the extent that the pricing provided by the Sub-recipient/Contractor is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

- c) Sub-recipient shall make positive efforts to utilize small business and minority owned business sources, as well as women-owned businesses, for supplies and services, as required by Federal guidelines.

Augusta enforces DBE requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. (A copy of this Order may be obtained at: <http://www.augusta.gov/index.aspx?NID=1448>). Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand, and any accounts receivable attributable to the use of the funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control which was acquired or improved, in whole or in part, with the funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as the Grantee deems appropriate.
3. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to the

Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement are sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be:

- a) Transferred to the Grantee for the CDBG program, or
- b) Retained after compensating the Grantee for an amount equal to the current fair market of the equipment.

ARTICLE VII: RELOCATION REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with each of the following (i) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (ii) the requirements of 24 CFR 570.606 (c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (iii) the requirements in 24 CFR 570.606 (d) governing optional relocation policies. (The Grantee shall have the authority to preempt the optional policies.) The Sub-recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606 (b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted projects. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

ARTICLE VIII: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

- a) The Sub-recipient agrees to comply with the following: Title VI of the Civil Rights Act of 1964 as amended; Title VII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub-recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap, or sex. Further, the Sub-recipient understands and agrees that it will immediately take any measures necessary to effectuate this policy. For the benefit of interested parties, all subcontractors will be

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notified of the policy provisions. Notice of the policy will be placed in plain sight at the Project location.

2. Nondiscrimination

The Sub-recipient agrees to comply with the Non-discrimination in Employment and Contracting Opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable Non-discrimination provisions in Section 109 of the Housing and Community Development Act also apply.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), 24 CFR 570.601 and 24 CFR 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, which prohibits discrimination as herein defined, in the sale, lease, rental, use, or occupancy of such land, or in any improvements erected or to be erected thereon. Such covenant shall provide that the Grantee and the United States are beneficiaries of such covenant and are entitled to enforce such. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures, as are necessary to enforce such covenant, and agree it will not so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally Assisted Program. The Grantee shall provide the Sub-recipient with all applicable guidelines necessary for compliance with said section throughout the term of this Agreement.

B. U.S. President Executive Order 11246

1. Approved Plan

The Sub-recipient agrees that pursuant to the Grantee's specification, it shall be committed to carry out the principles provided in President's Executive Order 11246 of September 24, 1965. The Grantee shall provide program guidelines to the Sub-recipient to assist in the formulation of such program, and the Sub-recipient shall submit a plan for approval prior to the award of funds.

2. Women-and Minority-Owned Businesses (W/MBE) (24 CFR 570.610 & Part 84 applies)

In accordance with 24 C.F.R. 570.610 and Part 84, the Sub-recipient will use its best efforts to afford Small Businesses, Minority Business Enterprises and Women's Business Enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "Small Business" shall mean a business that meets the

criteria set forth in section 3 (a) of the Small Business Act, as amended (15 U.S. C. 632), and "Minority and Women's Business Enterprise" shall mean a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For purposes of this section, the following terms shall be defined as follows: "minority group members" shall mean African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as Minority and Women Business Enterprises, in lieu of an independent investigation.

Disclaimer: Augusta enforces DBE requirements and/or DBE goals set by Federal and/or State Agencies in accordance with State and Federal laws. The U.S. District Court for the Southern District of Georgia has entered an Order enjoining the Race-Based portion of Augusta, Georgia's DBE Program. (A copy of this Order may be obtained at: <http://www.augustaga.gov/index.aspx?NID=1448>). Thus, Augusta, Georgia does not have or operate a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE) or Women owned Business Enterprise (WBE) program for projects (or portions of projects) having Augusta, Georgia as the source of funding.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder. Sub-recipient will permit access to its books, records, and accounts to the Grantee, HUD and its agent, or other authorized Federal officials, for purposes of investigation to determine and ensure compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Sub-recipient will provide a notice to each Labor Union or representative of workers with which it has a collective bargaining agreement, other agreement, and/or understanding, which advises the Labor Union or worker's representative of the Sub-recipient's commitments contained herein and requiring the posting of copies of the notice in conspicuous places available to employees and applicants for employment. Such notice shall be provided by the Agency Contracting Officer.

5. Equal Employment Opportunity (EEO) Statement

The Sub-recipient shall state that it is an Equal Opportunity employer in all solicitations or advertisements for employees posted and/or advertised by or on behalf of the Sub-recipient.

6. Subcontract Provisions

The Sub-recipient shall include, specifically or by reference, the provisions of the Civil Rights Act, Paragraphs VIII. A and B, in every contract or purchase order making such provisions binding upon each of its own subcontractors and/or if it's other type of subcontractor.

C. Employment Restrictions

Item # 6

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for any of the following activities: political, inherently religious, lobbying, political patronage and/or nepotism.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the following: Davis-Bacon Act, as amended; the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*); and all other applicable Federal State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Further, the Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with the Hour and Wage requirements of said part. Such documentation shall be made available to the Grantee, upon request, for review.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part, with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts. Further, said contractors shall comply with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by State or Local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require being inserted provisions meeting the requirements of this paragraph in all such contracts subject to such regulations.

3. "Section 3" Clause

a) Compliance

Compliance with each of the following shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, Sub-recipient and any of the Sub-recipient's subcontractors and: the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient's subcontractors and, their successors and assigns, to sanctions specified by the agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with the "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement.

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a Housing Rehabilitation (including reduction and abatement of lead-based paint hazards), Housing Construction, or other Public Construction Project are given to low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low and very low income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs. Sub-recipient further agrees, where feasible to award contracts for work undertaken in connection with a Housing Rehabilitation (including reduction and abatement of lead-based paint hazards), Housing Construction, or other Public Construction Project to business concerns that provide economic opportunities for low and very low income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located and to low and very low income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient agrees to send a Notice to each labor organization or representative of workers with which it has a collective bargaining agreement, other agreement and/or understanding, if any, advising said labor organization or worker's representative of its commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action in accordance with the subcontract, upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not enter into any subcontract with any entity that it has notice or knowledge that the subcontractor (the latter) has been found to be in violation of regulations under 24 CFR Part 135, nor will not let any subcontract, unless and until, the entity has first provided a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct**1. Assignability**

The Sub-recipient shall not assign or transfer any interest in this Agreement, without prior written consent of the Grantee thereto provided. However, claims for money due or to become due to the Sub-recipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts**a) Approvals**

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the Grantee.

b) Monitoring

The Sub-recipient shall monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee, along with documentation concerning the selection process.

E. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

F. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to, the following:

1. The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Sub-recipient shall participate in the selection, award, or administration of an Agreement supported by Federal funds if an actual or apparent conflict of interest would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities; who are in a position to participate in a decision-making process; or who are in a position to gain inside information with regard to such activities, may obtain a financial interest in any Agreement. Nor shall any such person have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity. Further, such persons shall not have a financial interest in any contracts, subcontracts, or agreement with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.
4. The Sub-recipient/Contractor 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 the Sub-recipient or Contractor for the purpose of securing business and that the Sub-recipient or Contractor has not received any non-CITY fee related to this Agreement without the prior written consent of the CITY. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission percentage, brokerage or contingent fee.

G. Lobbying

The Sub-recipient hereby certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any of the following persons: (i) an officer or employee of any agency, (ii) a Member of Congress, (iii) an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any of the following: (a) Federal contract, (b) the making of any Federal grant, (c) the making of any Federal loan, the entering into of any cooperative agreement, and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence any of the following persons: (i) an officer or employee of any agency, (ii) a Member of Congress, (iii) an officer

or (iv) employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, there shall be completed and submitted a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. There shall be language of paragraph (4) of this certification included in the award documents for all subawards at all tiers (including each of the following: subcontracts, subgrants and Agreements under grants, loans and cooperative agreements), and that all Sub-recipients shall certify and disclose accordingly.

4. Lobbying Certification

This certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S.C. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

H. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

I. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200 (j), to include, but not limited to, worship, religious instruction, or proselytization.

ARTICLE IX: ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements, insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Act, as amended, 33 U.S.C., 1251 *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance, under the National Flood Insurance Program, is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall list the hazards of lead-based paint and explain the following: (1) symptoms, (2) treatment and (3) precautions that should be taken when dealing with lead-based paint poisoning and (4) the advisability and availability of blood lead level screening for children under the age seven(7). The notice should also state that if lead-based paint is found on the property, that abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, the following may be conducted: paint testing, risk assessment, treatment and/or abatement.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements as set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years (50) old or older, or that are included on a Federal, state or local historic property list.

ARTICLE X: SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless remain in full force and effect.

ARTICLE XI: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included only for convenience and shall not limit or otherwise effect the terms of this Agreement.

ARTICLE XII: WAIVER

The Grantee's failure to act upon a breach by the Sub-recipient does not waive the Grantee's right to act upon any subsequent or similar breach of this Agreement by Sub-recipient. The failure of the Grantee to

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exercise or enforce any right or provision shall not constitute a waiver of such right or provision as provided for in this Agreement.

ARTICLE XIII: GOVERNING LAW AND VENUE

The law of the State of Georgia shall govern this Agreement between Grantee and Sub-recipient with regard to its interpretation and performance, and any other claims related to this agreement, which are not specifically governed by Federal Law.

All claims, disputes and other matters in question between Grantee and Sub-recipient arising out of or relating to this Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia, if not specifically governed by Federal Law. The Sub-recipient, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

ARTICLE XIV: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

ARTICLE XV: SUB-RECIPIENT ACKNOWLEDGEMENT

"Sub-recipient acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Sub-recipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Sub-recipient's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Sub-recipient may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Sub-recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub-recipient provides goods or services to Augusta, Georgia in excess of the 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 Sub-recipient. Sub-recipient 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

ARTICLE XVI: E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

[SIGNATURES ON THE FOLLOWING PAGE]



19612914

19612914

ARTICLE XVII: COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Grantee)

By: Hardie

A.C.M. Hardie Davis, Jr.

2/7/15 As Its Mayor

Date: 12/7/15By: Janice Allen Jackson

Janice Allen Jackson

As Its Administrator

Date: 12/9/15By: Hawthorne Welcher, Jr.

Hawthorne Welcher, Jr., Director

Housing & Community Development Department

Date: 11/16/15Approved As To Form By: A. Mackenzie

Andrew G. Mackenzie

General Counsel

Date: 12/7/15

SEAL

Lena J. Bonner

Clerk of Commission

ATTEST:

Asociacion Latina de Servicios del CSRA

Sub-recipient

By: William Salazar

Dr. William Salazar, As Its Board President

Date: 9-11-15By: Romell Cooks

Romell Cooks, As Its Corporate Sec

Date: 9-11-15By: Jacua Peña

Witness

President

Date: 9-11-15

Secretary

SEAL

EXHIBIT "A"
SCOPE OF SERVICES AND TIMETABLE

The Sub-recipient will be responsible for administering the Association Latina Del CSRA (ALAS) project in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant Program:

K. SCOPE OF SERVICES

A. Activities

The Centro Medico William Salazar will be able to provide medical assistance and services to primarily a Hispanic population and the indigent to improve long term health care for the low to moderate income person and families. Through health screenings, check-ups and exams specifically care and select medications free of charge the center will work to improve the quality of life measurements. Also the site for ALAS headquarters.

Program Delivery

Sub-recipient will operate the Centro Medico William Salazar for medical services at 1202 D'Antignac Street Augusta, Ga., and provide free health services for the underprivileged, low to moderate income individuals and families of the CSRA. Initially the center will introduce clinic services 2 days and 2 evenings a week as the need arises to provide health care to the low/moderate population the clinic will expand its hours. The Center will offer services for the LGBTQ population in Augusta.

General Administration

The Board of Directors manages the Sub-recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

B. National Objectives

The Sub-recipient certifies that the activity/activities carried out under this Agreement will meet the National Objective to benefit low and moderate income persons

LOW MOD LIMITED CLIENTELE

Sub-recipient will meet the requirements provided for in the regulations by requiring information on family size and income. This information will be used to ensure that clients are low to moderate income.

C. LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sub-recipient agrees to provide the following levels of program services:

Activity	Persons per Month	Total Persons/Year
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Construction of new medical facility	Undetermined	Undetermined
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D. Staffing

Dr. William Salazar – Director of Clinica Latina – is responsible for the day to day operations and provides health care services to the Hispanic population of the CSRA.

Dr. Alexis Rossi – Manager of Equality Clinic – is responsible to outreach and service the LGBTQ population with required health care services on a daily basis.

Sonia Quinn Puerta – Vice President of ALAS – manages the on-going operations of the headquarters of ALAS which is housed at the clinic.

E. Performance Monitoring

The Sub-recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub-recipient's compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub-recipient's projected Project schedule, budget, and output with its actual performance. For Sub-recipients providing services to homeless persons or persons at risk of homelessness, participation in the local HMIS will be monitored in accordance with the policies established by the local Continuum of Care. Upon request, the Sub-recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub-recipient shall submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub-recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If Sub-recipient does not take corrective action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on January 1, 2015 and end December 31, 2015. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

Line Item	Amount
New Construction Medical Center project at 1202 D'Antignac Street	\$140,000
Medical Interns and Volunteers	\$ 000
Total	\$140,000

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of Housing and Community Development Department.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed One Hundred Forty Thousand dollars and zero cents (**\$140,000.00**). Draw downs for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III, and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-recipient is also responsible for submitting to the Grantee each of the following: (i) monthly progress reports, (ii) time sheets (if applicable), (iii) mileage (if applicable), (iv) Invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

EXHIBIT "B"
PROGRAM REQUIREMENTS

Sub-recipient shall operate this project funded through the Augusta Georgia's Community Development Block Grant Program according to the following guidelines:

1. At a minimum, Accounting and related records of Sub-recipient shall be comprised of the following:
 - a. Voucher System - All supporting documentation, including, but not limited to, purchase order, invoices, receiving reports, and requisitions.
 - b. Books of Original Entry - Cash receipts, disbursements journal, and general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in an accounting system.
 - d. Personnel Records - Separate personnel files shall be maintained for each project employee. At a minimum, the file shall contain the following: (i) a resume of the employee, (ii) a description of duties assigned, (iii) a record of the date employed, (iv) rate of pay at the time of employment, (v) subsequent pay adjustments, and (vi) documentation supporting leave taken by the employee.
 - e. Attendance Record - Attendance records shall be maintained for all personnel paid with CDBG funds. This shall apply to part-time and full-time personnel. In addition to accounting for daily attendance, the type of leave taken (i.e. annual, sick, or other), shall be disclosed and documented. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose the following information for each employees: (i) name, (ii) job title, (iii) social security number, (iv) date hired, (v) rate of pay, and (vi) all required deductions for tax purposes. Timely quarterly payment of taxes, which are withheld from employees for the Federal Government, and required matching costs, shall be documented in payroll records. In addition, all charges for payroll purposes shall be made and documented in accordance with the budget submitted to the Grantee.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-recipient. All checks, including voided checks, stubs, etc. shall be prenumbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes.
 - h. Petty Cash - Sub-recipient is encouraged to use an impress or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any CDBG funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures

shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-recipient is obligated to conform to the more restrictive practices and procedures. It is recommended that Sub-recipient use a formal prenumbered purchase order system where possible and applicable.

- j. **Inventories** - Sub-recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.
 - k. **Property Records** - Sub-recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property held at the end of the fiscal year.
2. All project accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.
 3. Sub-recipient should maintain records in an orderly manner, with systematic identification for different federal time periods. Records must be protected from fire or other perils. If records are stored in a location other than the project site, they shall be readily accessible to the Grantee's staff, HUD officials, and others who may be authorized to examine such records.
 4. **Report Schedule**

REPORT	DUE DATE	PERIOD COVERED
Monthly Progress Report	15 th day of each month (Jan. – Dec.)	For Prior Months' Activities
Annual Performance Report	January 15, after year of grant period	Grant Period (Jan 1 – Dec 31)
Audit or Financial Statement	30 days after receipt of Audit Report	Sub-recipient's audit period

ATTACHMENTS:**Regulations, Circulars & Local Procurement Policy**

1. Community Development Block Grant Entitlement Program 24 CFR 570
2. OMB Circular A-122
"Cost Principles for Non-Profit Organizations"
3. OMB Circular A-110 (Part 84) – Uniform Administrative Requirements
"Grants and Agreements with Institutions of Higher Education, Hospitals, & Other Non-Profit Organizations"
4. OMB Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions"
5. The Augusta, Georgia Procurement Code is available on the Augusta, Georgia website, www.augustaga.gov. All Sub-recipients shall be responsible for reviewing and/or obtaining a copy of such Code. Sub-recipients should contact the Augusta, Georgia Housing and Community Development Department with any questions and/or concerns regarding the Procurement Code.
6. Executive Orders

Forms

1. Reimbursement Request, Checklist & Itemization
2. Income Calculator – hudexchange.info
3. Monthly Progress Report "Exhibit E"
4. Annual Performance Report "Exhibit F"
5. Income Eligibility Calculation Worksheet
6. FY 2015 Income Limits
7. Time Sheet (Use if applicable)
8. Bid Tabulation (Use if applicable)
9. Quote Tabulation (Use if applicable)
10. Travel Log (Use if applicable)
11. Inventory Form (Use if applicable)



Administrative Services Committee Meeting

3/26/2019 1:05 PM

GA STATEWIDE CONTRACT - 2019 - Marshal & DA's Special Service Durango

Department:	Central Services Department - Fleet Management
Presenter:	Ron Crowden
Caption:	Request to approve the purchase of two (2) 2019 Dodge Durango Special Service SUV's, one (1) for the Richmond County Marshal's Office and one (1) for the District Attorney's Office utilizing Georgia Statewide Contract 99999-SPD-ES40199409.
Background:	The Richmond County Marshal's Office is requesting the acquisition of one 2019 Dodge Durango Special Service SUV, to replace asset 205074. The new vehicle will be assigned to Marshal Lamkin. The District Attorney's Office is requesting the acquisition of one 2019 Dodge Durango Special Service SUV to replace asset 210270 that was totaled in an accident. The new vehicle will be assigned to District Attorney, Natalie Paine. SPLOST 7 will be used to purchase both vehicles.
Analysis:	The Procurement Department published a competitive bid, bid #19-170 for the 2019 Police SUV Vehicle-Special Services Model, using the Demand Star application and no vendor bids were received. Therefore, the Procurement Department approved the use of the Georgia Statewide Contract 99999-SPD-ES40199409, 2019 Dodge Durango Special Services Vehicle. State Contract: Akins Ford Dodge of Winder, GA – 2019 Dodge Durango Special Services– \$34,535.00 each
Financial Impact:	The two 2019 Dodge Durango Special Service SUVs totaling \$69,070.00 will be purchased using SPLOST VII funds. (ACCT# 329-03-1310-54-22110)
Alternatives:	1) Approve the request; (2) Do not approve the request
Recommendation:	Approve the purchase of two 2019 Dodge Durango Special Service SUV's at \$34,535.00 each.

Cover Memo
Item # 7

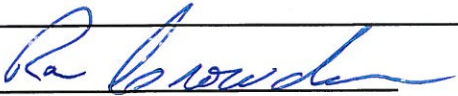
**Funds are
Available in the
Following
Accounts:**

SPLOST 7,(ACCT# 329-03-1310-54-22110) JL 216036001

REVIEWED AND APPROVED BY:

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

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

Department Name: MARSHAL		Department Number: 101-02-2610		Date: 3/15/2019	
Vehicle Description: 2005 FORD CROWN VICTORIA			Asset #: 205074		
Assigned Use: Marshal deputy					
Actual Age: 14		Current miles: 135,942		Purchase Price: \$24,273.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 14	Miles or Hours 14	Type of Service 3	Reliability 2	Maint/Repair 2	Condition: 3
Evaluation Points 39			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation:					
This vehicle is past its life expectancy in age and mileage. This vehicle has 39 work orders with a total of \$11,000.00 in repairs. Recommend this vehicle be replaced.					
					
Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$34,535.00			Funding Source: SPLOST VII		

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		



Procurement Department

Mrs. Geri Sams, Director

March 7, 2019

Takiyah Douse, Central Services Department

Ref: Bid Item 19-170 2019 Police SUV Vehicle - Special Services Model for Augusta,
GA – Central Services Department – Fleet Maintenance Division
Bid Opening Date: Tuesday, March 5, 2019 @ 11:00 a.m.

Dear Takiyah:

No Compliant Submittal/s were received for Bid Item 19-170 2019 Police SUV Vehicle - Special Services Model for Augusta, GA Central Services Department-Fleet Maintenance Division. Please forward a cancellation letter to the Procurement Department's Bid and Contract Team by Monday, March 11, 2019.

If your decision is to Re-Bid, please send revised (plans/specifications/bidder list or new Procurement Solicitation Form Checklist) *as/if* needed to the Procurement Department's Bid and Contract team. *You may want to contact vendors to discuss reasons for not submitting a bid.*

Attached is a copy of the bid tabulation sheet as it relates to the above referenced Bid Item. You should receive the information no later than Thursday, March 7, 2019 by courier. If you have any questions, please contact the Bid and Contract Team:

Nancy Williams 706-821-2888 or Darrell White 706-821-2423

Thank you in advance for your prompt attention to this matter.

Sincerely,

Geri

Geri A. Sams, Director
Procurement Department

GAS/dw

Attachment (as indicated)

cc: Janice Allen Jackson, Deputy Administrator
Ron Crowden, Central Services Department-Fleet Maintenance Division

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

www.augustaga.gov

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



Scan this QR code with your
smartphone or camera equipped
tablet to visit the Augusta, Georgia
item #17

UNOFFICIAL



Bid Opening Item #19-170 2019 Police SUV Vehicle - Special Services Model
for Augusta, Georgia - Central Services Department-Fleet Maintenance Division
Bid Due: Tuesday, March 5, 2018 @ 11:00 a.m.

Total Number Specifications Mailed Out: 8

Total Number Specifications Download (Demandstar):

Total Electronic Notifications (Demandstar):

Mandatory Pre-Bid/Telephone Conference: NA

Total packages submitted: 0

Total Non-Compliant: 0

VENDORS					
Attachment B					
E-Verify Number					
SAVE Form					

2019 Police SUV Vehicle - Special Services Model**Vehicle/Options Required:**

5.01 Administrative package					
--------------------------------	--	--	--	--	--

Optional Items:

6.01 5.7L Hemi V8
6.02 Full Size Spare Tire
6.03 Daytime Running Lights
6.04 All Wheel Drive Pursuit Rated
6.05 Blind Spot Detection
6.06 Front/Rear Vinyl Floor Liners
6.07 Keyless Remote (1 Extra)
6.10 Blind Spot Monitoring
6.11 Engine Idle feature

No Submittals**2019 Police SUV Vehicle - Special Services Model**

Year	No Submittals
Make	
Model	
Approximate Delivery Time	

Item # 7

Contract Information			
Statewide Contract Number		99999-ES40199409-0001	
PeopleSoft Vendor Number		0000060486	Location Code 002
Vendor Name & Address			
Akins Ford-Dodge-Chrysler-Jeep 220 West May Street Winder, Georgia 30680 TIN: 58-0961275			
Contract Administrator			
<u>Roz Icenhour</u> RIcenhour@akinsonline.com Telephone: 770-868-5271 Fax: 770-307-1952			
Contact Details			
Ordering Information		220 West May Street Winder, Georgia 30680 ATTN: Roz Icenhour	
Remitting Information		220 West May Street Winder, Georgia 30680 ATTN: Roz Icenhour	
Delivery Days		Orders will be shipped within 60-90 days after receipt of Purchase Order	
Discounts		3% Net 20 days	
Payment Terms		Net 30 days	
Bid Offer includes		State and Local Governments	
Acceptable payment method		Purchase Orders	



Administrative Services Committee Meeting
3/26/2019 1:05 PM
HCD Rehabilitation Program

Department: Housing and Community Development Department

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

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to seven (7) low-to-moderate homeowners in need of decent, safe and compliant housing.

Background: The Homeowner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their eligible house into compliance with local codes and provide safe, decent housing for low income individuals. The program has two major components: • Homeowner-Occupied Rehab – Full rehab to include rehabbing of floors, bathrooms counter tops, cabinets, etc... • Emergency Rehab – Code items to include only one of the following: roofing, HVAC, electrical or Plumbing The Homeowner-Occupied Rehabilitation Program is designed to bring the eligible homeowner's dwelling into compliance with applicable, locally adopted housing rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Federal funding for these activities is provided to Augusta, GA through the Community Development Block Grant (CDBG) Program. This request will commit funding to assist seven (7) homeowners at the following addresses.... 1. 3615 Rolling Meadow Drive (Emergency Rehab) 2. 3207 Holt Road (Emergency Rehab) 3. 2261 Raleigh Drive (Emergency Rehab) 4. 2034 Olive Road, 30906 (Emergency Rehab) 5. 2007 Wharton Drive (Homeowner Rehab) 6. 819 Forsythe Street (Homeowner Rehab) 7. 2706 Lumpkin Road (Emergency Rehab) Note: HCD shall transition to the Code Assistance Rehabilitation Program (CARP) after completion of these notated Rehabilitations

Analysis: The approval of this request will allow homeowners to have their deficient housing needs met.

Financial Impact: The City receives funding from the US Housing and Urban Development Department on an annual basis. HCD's Housing Sector will operate this grant program as part of the 2018 Action Plan (Commission approved 08/07/18). A total of \$714,330 (2018 funding) has been allocated. This approval would total \$71,915.

Alternatives: Do not approve HCDs Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to seven (7) low-to-moderate homeowners in need of decent, safe and compliant housing.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: a) CDBG

REVIEWED AND APPROVED BY:

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



**Administrative Services Committee Meeting
3/26/2019 1:05 PM
Human Resources role in hiring and firing process**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss the role of Human Resources in hiring and firing employees. **(Requested by Commissioner Marion Williams - referred from March 12 Administrative Services Committee meeting)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Lena Bonner
Sent: Wednesday, December 19, 2018 4:30 PM
To: Janice Allen Jackson
Cc: Jarvis Sims; Tony McDonald; Wanda Gothie
Subject: Request to appear Administrative Services Committee
Attachments: Appeal Felicia Manor.pdf

Ms. Jackson,

Attached is a request to appear before the Administrative Services Committee from a Ms. Felicia Manor regarding "Wrongful Termination" she stated that she filed two requests for Admin. Review or Appeal Forms HR-ER-V with your office on November 11, 2018 and December 4, 2018, however she has not received any communication from your office regarding the requests.

Commissioner Marion Williams asked that I forward this information to you and ask you to please advise him of the status of the requests.

Thank you.

Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, Georgia 30901
Tel: 706-821-1820
Fax: 706-821-1838

AGENDA ITEM REQUEST FORM

Commission/Committee: (Please check one)

- ☐ Commission
☐ Public Services Committee
☒ Administrative Services Committee
☐ Engineering Services Committee
☐ Finance Committee
☐ Public Safety Committee

Contact Information for Individual/Presenter Making the Request:

Name: Felicia Manor
 Address: 3434 Apple Jack Terrace
 Telephone Number: (706) 312-9670
 Fax Number: _____
 E-Mail Address: manorfelicia@yahoo.com

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

Wrongful termination
Grievance Appeals were not done by HR

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: lbonner@augustaga.gov
530 Greene Street	
Augusta, GA 30911	

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

Commission meetings are held on the first and third Tuesdays of each month at 2:00 p.m. Committee meetings are held on the second and last Mondays of each month from 12:30 to 3:30 p.m.

Felicia Manor
3434 Applejack Terrace
Augusta, Georgia 30906
(706) 312-9670
manorfelicia@yahoo.com
December 5, 2018

Janice Allen Jackson
Administrator
City.administrator@augustaga.gov
535 Telfair Street
Suite 910
Augusta, Georgia 30901

Dear Mrs. Jackson,

I, Felicia Manor, am writing a grievance letter in reference to my immediate termination from Augusta Parks and Recreation. I was treated unfairly and was not made aware of the issues the staff at Henry Brigham Community Center had with me. I was given untrue information on what to write my statement about and was not given a meeting with my supervision in defense of myself. The reason they gave me immediate termination was not in the open records request and the allegations against me were not investigated. When I met with Mrs. Sylvia Williams and Pamela Griffin, Mrs. Williams was not aware of what I was talking about. Sylvia asked me if I knew my job description and I told her it was never given to me although I did what I was taught. That being said, Sylvia asked me to write a list of things that I do outside of my job description and I made her aware that this department believes in retaliation. When you tell what's going on, they will fire you. I asked her would she assure me of my job being protected and no retaliation against me. Sylvia stated that I don't have to worry about retaliation and losing my job. When I gave her the list of things that could affect my attendance at work, the retaliation began and I was immediately terminated. I was not given a chance to talk or defend myself. Sylvia Williams did all the talking in the meeting. Idral Bowen or Glen Parker did not do any talking and I was not able to defend myself at all. I really didn't even know what was going on and everything that was said to me was not true so I'm requesting an appeal for my

Janice Allen Jackson
December 5, 2018
Page 2

termination. The ten days that Dr. Gwendolyn J. Conner had to respond to my appeal has expired so I'm reaching out to you to let you know that I am appealing the allegations made against me.

Sincerely,

A handwritten signature in cursive script that reads "Felicia Manor". The signature is written in black ink and is positioned below the word "Sincerely,".

Felicia Manor



Notice of Disciplinary Action

Certified Mail Return Receipt/Regular Mail

November 6, 2018

Ms. Felicia Manor
3434 Applejack Ter
Augusta, GA 30906

RE: Notice of Disciplinary Action – Termination

Dear Ms. Manor:

The purpose of this letter is to inform you that effective **November 5, 2018** your employment is being terminated. This is due to your violation of Augusta, Georgia Personnel Policy and Procedure Manual (PPPM).

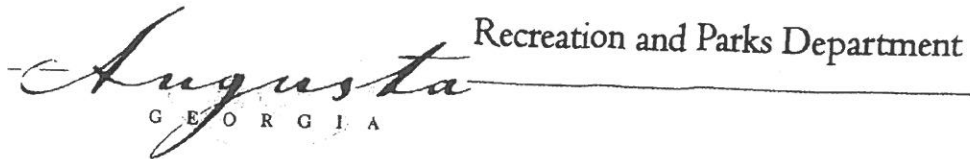
Violation(s):

EV-17: Gross misconduct to include, but not limited to, physical violence, threats of physical violence or engaging in offensive conduct or language toward the public, supervisory personnel, or fellow employees.

Workplace Violence Augusta, Georgia remains committed to maintaining a work environment that is free of violence or intimidation. In keeping with this strong commitment, Augusta, Georgia will not tolerate any violence or threats against employees by anyone, including any supervisors, coworkers, vendors, clients, customers, or visitors.

It has been alleged that you made threats to employees that wrote statements against you.
It has been alleged that your behavior towards co-workers is aggressive and confrontational.
It has been alleged that you have threaten to beat up Brigham staff.
It has been alleged that you are bullying staff and have created a hostile work environment.

Augusta Recreation and Parks Department
2027 Lumpkin Road, P.O. Box 5605, Augusta, GA 30916-5605
(706)796-5025 – Fax (706) 796-4099
WWW.AUGUSTAGA.GOV



If you have any additional questions or concerns related to this information, feel free to contact Sylvia C. Williams, Employee Relations & Training Manager, at (706) 849-5918.

Sincerely,

A handwritten signature in dark ink, appearing to read "H. Glenn Parker".

H. Glenn Parker
Director, Parks and Recreation

cc: Dr. Gwendolyn J. Conner, Human Resources Director
Personnel File

Augusta Recreation and Parks Department
2027 Lumpkin Road, P.O. Box 5605, Augusta, GA 30916-5605
(706) 796-5025 – Fax (706) 796-4099
WWW.AUGUSTAGA.GOV

9:32 a.m.



Request for Admin Review or Appeal Form HR-ER V

Any regular employee in the Classified Service recommended for a written reprimand, suspension without pay, demotion or termination has a right to Administrative Review by the Director of Human Resources. This request must be submitted to the Director of Human Resources in writing within five (5) working days of receiving notice of the recommended action.

Employee Felicia Manop Employee ID 14164
 Job Title Pool Leader Date of Hire _____
 Department Name Augusta Parks and Rec. Department Number _____
 Department Head Glenn Parker Supervisor Idra Bowen/Whitney Woodard
 Date of Incident None Was Given
 Nature of Incident EV-17 Gross misconduct

I am appealing the following disciplinary action (place an "X" in the appropriate box):

☐	Written Reprimand	☐	Demotion
☐	Suspension without pay	☒	Termination

REASONS FOR THE ADMINISTRATIVE REVIEW

INSTRUCTIONS:

Please state exactly what happened to cause the disciplinary action, when it happened, who was involved and what policy, law, or contract clause you allegedly violated, and reason(s) you believe that the action taken against you by management was not justified (print or type): Note: You may attach additional documents or continue your written request on additional pages, but you must number and sign/date each additional page.

It has been alleged that you made threats to employees that wrote statements against you.
 It has been alleged that your behavior towards co-workers is aggressive and confrontational.
 It has been alleged that you have threaten to beat up Brigham staff.
 It has been alleged that you are bullying staff and have created a hostile work environment.
 It has been alleged that a parent called and said that I was rude and disrespectful and threaten to beat up parent and child.

Item #9

Employee Signature: _____

Date 11-11-18

Received by (Human Resources Department): _____

Human Resources Signature: _____

Date _____

Was request filed within five (5) workdays of receipt of the disciplinary action?

☐☐

If the employee's administrative review request was not received by the Human Resources Director within five (5) working days of receipt of the disciplinary action, it is untimely and will not be processed. In this event, please sign below, copy and return the original of the appeal to the employee:

Human Resources Department Signature _____

Date _____

Original to employee

Departmental file

Human Resources employee file



Request for Admin Review or Appeal Form HR-ER V

Any regular employee in the Classified Service recommended for a written reprimand, suspension without pay, demotion or termination has a right to Administrative Review by the Director of Human Resources. This request must be submitted to the Director of Human Resources in writing within five (5) working days of receiving notice of the recommended action.

Employee Felicia Manager Employee ID 14164
 Job Title Pool Leader Date of Hire _____
 Department Name Augusta Parks and Rec Department Number _____
 Department Head Glenn Parker Supervisor Idra/Bawen/Whitney Woodard
 Date of Incident November 5, 2018
 Nature of Incident EV-17 Gross Misconduct

I am appealing the following disciplinary action (place an "X" in the appropriate box):

☐	Written Reprimand	☐	Demotion
☐	Suspension without Pay	☒	Termination

REASONS FOR THE ADMINISTRATIVE REVIEW

INSTRUCTIONS:

Please state exactly what happened to cause the disciplinary action, when it happened, who was involved and what policy, law, or contract clause you allegedly violated, and reason(s) you believe that the action taken against you by management was not justified (print or type): Note: You may attach additional documents or continue your written request on additional pages, but you must number and sign/date each additional page.

It has been alleged that you made threats to employees that wrote statements against you.
 It has been alleged that your behavior towards co-workers is aggressive and confrontational.
 It has been alleged that you have threaten to beat up Brigham Staff.
 It has been alleged that you are bullying staff and have created a hostile work environment.
 It has been alleged that a parent called and said that I was rude and disrespectful and threaten to beat up parent and child.

Employee Signature: _____

Date

12-5-18

Received by (Human Resources Department): _____

Human Resources Signature: _____

Date _____

Was request filed within five (5) workdays of receipt of the disciplinary action?

☐ Yes☐ No

If the employee's administrative review request was not received by the Human Resources Director within five (5) working days of receipt of the disciplinary action, it is untimely and will not be processed. In this event, please sign below, copy and return the original of the appeal to the employee:

Human Resources Department Signature _____

Date _____

Original to employee

Departmental file

Human Resources employee file

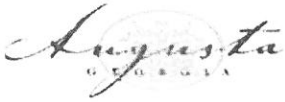
Lena Bonner

From: Wanda Gothie
Sent: Thursday, December 20, 2018 5:33 PM
To: Lena Bonner; Janice Allen Jackson
Cc: Jarvis Sims; Tony McDonald
Subject: RE: Request to appear Administrative Services Committee

Hello.

The employee was a part-time. Our policy does not give part-time employees the right to appeal. The employee gave her resignation. The following day, she rescinded the resignation. At that point, she was terminated.

Wanda G. Gothie
 Executive Assistant to the Administrator
 Office of the Administrator
 535 Telfair Street, Suite 910
 (706) 821-2898 Office
wgothie@augustaga.gov



From: Lena Bonner <lbonner@augustaga.gov>
Sent: Wednesday, December 19, 2018 4:41 PM
To: Janice Allen Jackson <Janice.Jackson@augustaga.gov>
Cc: Jarvis Sims <JSims@augustaga.gov>; Tony McDonald <WMcDonald@augustaga.gov>; Wanda Gothie <WGothie@augustaga.gov>
Subject: RE: Request to appear Administrative Services Committee

Thank you.

Lena J. Bonner
 Clerk of Commission
 Office of the Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, Georgia 30901
 Tel: 706-821-1820
 Fax: 706-821-1838

From: Janice Allen Jackson <Janice.Jackson@augustaga.gov>
Sent: Wednesday, December 19, 2018 4:35 PM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Jarvis Sims <JSims@augustaga.gov>; Tony McDonald <WMcDonald@augustaga.gov>; Wanda Gothie

Item # 9

<WGothie@augustaga.gov>

Subject: Re: Request to appear Administrative Services Committee

I am not familiar with this request. Thanks for bringing this to my attention.

Wanda,

Please check with Sylvia Williams in HR to see if she can fill in the blanks.

Get [Outlook for iOS](#)

From: Lena Bonner <lbonner@augustaga.gov>

Sent: Wednesday, December 19, 2018 4:29 PM

To: Janice Allen Jackson

Cc: Jarvis Sims; Tony McDonald; Wanda Gothie

Subject: Request to appear Administrative Services Committee

Ms. Jackson,

Attached is a request to appear before the Administrative Services Committee from a Ms. Felicia Manor regarding "Wrongful Termination" she stated that she filed two requests for Admin. Review or Appeal Forms HR-ER-V with your office on November 11, 2018 and December 4, 2018, however she has not received any communication from your office regarding the requests.

Commissioner Marion Williams asked that I forward this information to you and ask you to please advise him of the status of the requests.

Thank you.

Lena J. Bonner
Clerk of Commission
Office of the Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, Georgia 30901
Tel: 706-821-1820
Fax: 706-821-1838

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

AED:104.1



**Administrative Services Committee Meeting
3/26/2019 1:05 PM**

Laney Walker Bethlehem Enhancement of Public Space through Public Art

Department: Housing & Community Development

Presenter: Hawthorne Welcher, Jr., HCD Director

Caption: Request Approval of Professional Service Agreement for the Laney Walker/Bethlehem Revitalization Project to Greater Augusta Arts Council on behalf of Housing and Community Development Department (HCD).

Background: Augusta, GA and the Augusta Housing and Community Development Department (HCD) is continuing to lead an urban transformation initiative called the Laney Walker/Bethlehem Revitalization Project. As a part of this project, many new homes are continuing to be developed in the downtown area providing a new and innovative living experience for people of all incomes. These homes will provide housing for low to moderate/mixed income families/individuals, and will include both single, multi-family and mixed used developmental concepts. The purpose of this partnership is for the Greater Arts Council to contribute to the Laney Walker/Bethlehem Revitalization enhancement of public spaces through the Golden Blocks Project. The Golden Blocks Project is a creative placemaking collaboration between the Greater Augusta Arts Council, the Lucy Craft Laney Museum of Black History, and Augusta Housing & Community Development. The project brings together artists with staff of the Museum, and funds public art that they create together, based on the cultural and historical heritage documentation housed in the Museum. The goals for this work are to: Help give voice to the people who have lived in the Laney Walker and Bethlehem (LWB) area and publicly celebrate the cultural legacy of their neighborhoods. Help people moving into the LWB area understand the cultural legacy of the neighborhoods they are moving into, so that they too will celebrate it.

Analysis: Approval of this agreement will enhance the Laney Walker/Bethlehem area for years to come, give artists public
Cover Memo
item # 10

exposure, and further makes these hallowed historic areas tourist attractions.

Financial Impact: Laney Walker/Bethlehem Project Bond Funding is the source to complete this partnership: • The base cost of services is \$4,999.00 o Pay each of the four (4) artist \$1,000.00 upon completion of their public art installation/performance. o Pay the Lucy Craft Museum \$999.00 for the research and administrative costs incurred in bringing the project to fruition.

Alternatives: Do not approve HCD's Request

Recommendation: Motion to approve the Professional Services Agreement for the Laney Walker/Bethlehem Revitalization Project to Greater Augusta Arts Council on behalf of Housing and Community Development Department (HCD).

Funds are Available in the Following Accounts: Laney Walker Bethlehem Revitalization Project Bond Funds.

REVIEWED AND APPROVED BY:

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

Professional Services Agreement
 BETWEEN
Housing and Community Development Department
 AND
Greater Augusta Arts Council
 FOR

“Laney Walker Bethlehem Enhancement of Public Space Through Public Art”

THIS AGREEMENT, is made and entered into as of the ____ day of _____, 2019 (“the effective date”) by and between Augusta, Georgia through the Housing and Community Development Department (hereafter referred to as “AHCD”) with principal offices located at 925 Laney Walker Blvd, 2nd Floor, Augusta, GA 30901, as party of the first part, hereinafter called “The City” and Greater Augusta Arts Council as party in the second part.

WITNESSETH

WHEREAS, AHCD is undertaking certain activities related to the revitalization of certain neighborhoods; and

WHEREAS, AHCD desires to engage Greater Augusta Arts Council for the purpose of contributing to the Laney Walker Bethlehem Revitalization enhancement of public spaces, **NOW, THEREFORE**, the parties of this agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

1. **EMPLOYMENT.** AHCD agrees to engage Greater Augusta Arts Council, and Greater Augusta Arts Council agrees to provide AHCD services which involve working with AHCD’s staff, contractors, funding sources and neighborhood-based organizations in the enhancement of Public Space throughout of Laney Walker/Bethlehem neighborhoods.
2. **SCOPE OF SERVICES.** The Greater Augusta Arts Council will contribute to the Laney Walker Bethlehem Revitalization enhancement of public spaces by providing public art from four local artists. The art shall be a combination of performance and visual art installations. The intent of the endeavor is to bring the cultural history studied and recorded by the Lucy Craft Laney Museum of Black History out into the public space. Public Art will highlight the proud history of the area for people who have lived there for many years, for those moving into the area as it is revitalized, and to help the area evolve as a cultural tourism draw for visitors. The funds shall be expended as follows:
 - a. The Greater Augusta Arts Council will pay each of the four artists \$1,000.00 upon completion of their public art installation/performance.
 - b. The Greater Augusta Arts Council shall pay the Lucy Craft Laney Museum \$999.00 for the research and administrative costs incurred in bringing the project to fruition.
 - c. It is understood and agreed by the parties that the services of Greater Augusta Arts Council do not include any of the following: The disbursement or account of funds distributed by AHCDs financial officer, legal advice, fiscal audits, or assistance with activities not related to the performed services.
3. **DEFECTIVE PRICING.** To the extent that the pricing provided by Greater Augusta Arts Council is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

4. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This agreement takes effect on _____ 2019 and will conclude once work is completed. AHCD may discontinue the agreement any time during the agreement period with 30 day notice to Greater Augusta Arts Council. Greater Augusta Arts Council may discontinue this agreement with 30 day notice to AHCD.
5. **COMPENSATION.** Scope of Services (signed proposal) will detail types of services to be performed, and fee for the requested services on a fee plus scale. The base cost of services is **Four Thousand Nine Hundred and Ninety-Nine Dollars and 00/100 (\$4,999.00)**. For the satisfactory completion of the services to be provided under this agreement, Greater Augusta Arts Council will submit, to AHCD, an invoice for public art to enhance of public space (may be paid directly to the contractor).
6. **SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE.** Greater Augusta Arts Council is not responsible for delay in performance caused by hurricanes, tornadoes, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.
7. **GEORGIA PROMPT PAY ACT NOT APPLICABLE.** The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.
8. **INDEPENDENT CONTRACTOR.** It is understood by the parties hereto that Greater Augusta Arts Council is an approved independent contractor and as such, neither it nor its employees, if any, are employees of AHCD or The City for purposes of tax, retirement system, or social security (FICA) withholding. It is further understood that Greater Augusta Arts Council will maintain at its expense for the duration of this agreement, coverage in a workers' compensation plan for its principles and employees for the services to be performed here under or provide documentation of exemption.
9. **ELIGIBILITY.** Greater Augusta Arts Council certifies that its business and principles are not debarred, suspended, voluntarily excluded, or otherwise ineligible for participation in federally assisted contracts under Executive Order 12549; "Debarment and Suspension" [25 CFR 24.505].
10. **CONFLICT OF INTEREST.** Greater Augusta Arts Council governs that it presently has no interest and will not acquire any interest, direct or indirect, in the project that would conflict in any manner or degree with the performance of its services hereunder. Greater Augusta Arts Council further covenants that in performing this agreement, it will employ no person who has any such interest. Greater Augusta Arts Council shall not be permitted to provide services in the Laney Walker/Bethlehem Redevelopment Project Area for the express purposes of delivering the services, to Augusta, Georgia without the written consent of AHCD.
11. **ENTIRE AGREEMENT: MODIFICATION.** This agreement contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in the written Agreement, are valid or binding. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Greater Augusta Arts Council specifically acknowledges that in entering into and executing this agreement, they rely solely upon the provisions contained in this agreement and not others.
12. **NON-ASSIGNMENT OF AGREEMENT.** Inasmuch as this agreement is intended to secure the specialized services of Greater Augusta Arts Council, Greater Augusta Arts Council may not assign its rights, including the right to compensation, transfer, and delegate or subcontract or assignee will be bound by all the terms and conditions of this agreement.

13. **ASSIGNMENT OF PERSONNEL.** Greater Augusta Arts Council shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to AHCD, as is evidenced in writing.
14. **INDEMNIFICATION.** Greater Augusta Arts Council waives any and all claims and recourse against AHCD, including the right of contribution for loss and damage to person and property arising from, growing out of, or in any way connected with or incidental to Greater Augusta Arts Council's negligent performance of this agreement. Further, Greater Augusta Arts Council will indemnify, hold harmless, and defend AHCD against any and all claims, demands, damages, costs, expenses, or liabilities arising out of Greater Augusta Arts Council's negligent performance of this agreement except for liability arising out of the concurrent or sole negligence of AHCD or its officers, agents, or employees. Greater Augusta Arts Council shall also indemnify AHCD for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against Greater Augusta Arts Council with respect to Greater Augusta Arts Council's "independent consultant" status that would establish a liability for failure to make any social security of income tax withholding payments.
15. **INSURANCE.** Greater Augusta Arts Council shall have and maintain in full force and effect for the duration of this agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by Greater Augusta Arts Council, its agents, representatives, or employees.
16. **BREACH OF CONTRACT.** In the event of breach of agreement by Greater Augusta Arts Council, AHCD may at its option engage the services of another consultant to complete the work and deduct the cost of performance under this agreement, and then the affected party may pursue all legal remedies available for breach of agreement.
17. **TERMINATION OF AGREEMENT.** This Agreement may be terminated as follow:
 - a. **Termination for cause:**
 - i. If AHCD determines that Greater Augusta Arts Council has failed to comply with the terms and conditions of the Agreement, it may terminate this agreement in whole or in part any time before the date of completion. If Greater Augusta Arts Council fails to comply with any of the terms and conditions of this agreement, AHCD may give notice, in writing, to Greater Augusta Arts Council, of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period to be specified in the notice, AHCD may, with no further notice, declare this agreement to be terminated. Greater Augusta Arts Council will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damage suffered by AHCD by reason of Greater Augusta Arts Council's failure to comply with this agreement.
 - ii. Notwithstanding the above, Greater Augusta Arts Council is not relieved of liability to AHCD for damages sustained by AHCD by virtue of any breach of this agreement by Greater Augusta Arts Council, and AHCD may withhold any payments to Greater Augusta Arts Council for purposes of set off until such time

as the exact amount of damages due AHCD from Greater Augusta Arts Council is determined.

- iii. AHCD may terminate this contract should funding cease or be materially decreased. Greater Augusta Arts Council will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damage suffered by AHCD by reason of Greater Augusta Arts Council's fault for the cause of contract termination.
18. The law of the State of Georgia shall govern the contract between AHCD and Greater Augusta Arts Council with regard to its interpretation and performance, and any other claims related to this agreement. All claims, disputes and other matters in question between AHCD and Greater Augusta Arts Council arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. Greater Augusta Arts Council, by executing this agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.
19. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.
20. **PROHIBITION AGAINST CONTINGENT FEES.** Greater Augusta Arts Council 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 Greater Augusta Arts Council for the purpose of securing business and that Greater Augusta Arts Council has not received any non-City fee related to this agreement without the prior written consent of AHCD. For breach or violation of this warrant, Augusta, GA shall have the right to annul this agreement without liability or at its discretion to deduct from the Agreement price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
21. **DOCUMENTS INCORPORATED BY REFERENCE.** All documents submitted by Greater Augusta Arts Council and all applicable federal and state statutes and regulations incorporated into this agreement by this reference are binding upon AHCD and Greater Augusta Arts Council.
22. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All drawings, reports, information, data, and other materials prepared by Greater Augusta Arts Council pursuant to this agreement, or future agreements as amended through the issuance of an agreed upon and signed estimate, are to be the joint property of AHCD and GAAC, which have nonexclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto, in relation to the Laney-Walker/Bethlehem Neighborhood Redevelopment Area project. Any reuse without written verification or adaptation by either party for the specific purpose intended will be at the owner's sole risk and without liability or legal exposure to AHCD or GAAC. No material produced in whole or in part under this agreement may be subject to copyright or patent in the United States or in any other country without the prior written permission of AHCD and GAAC.
23. **REPORTS AND INFORMATION.** Greater Augusta Arts Council will maintain accounts and records, including personnel, property and financial records, which are adequate to identify and account

for all cost pertaining to this agreement; and such other records as may be deemed necessary by AHCD to assure proper account for the project funds, both federal and non-federal shares. These records will be made available for audit purposes to AHCD or its authorized representative, and will be retained by AHCD for five (5) years after the expiration of this agreement, unless permission to destroy them is granted by AHCD.

24. **RIGHT TO INSPECT PREMISES.** The City may, at reasonable times, inspect the part of the plan, places of business, or work site of Greater Augusta Arts Council or any subcontractor of Greater Augusta Arts Council or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by the City.
25. **TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT.** To the extent that it does not alter the scope of this agreement, The City may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Greater Augusta Arts Council under this agreement.
26. **LIQUIDATED DAMAGES.** Greater Augusta Arts Council agrees to pay as liquidated damages to the City, the sum of \$0 for each consecutive calendar day after expiration of the contract time of completion, except for authorized extensions of time by the City. This section is independent of Section 17. Breach of Contract. The parties agree that these provisions are liquidated damages are not intended to operate as penalties for breach of contract.

All services performed hereunder shall be in accordance with all federal, state, and local laws, ordinances, rules, and regulations

NOTICES

All notices given pursuant to the agreement shall be mailed or delivered to the following addresses or such other address as a party may designate in writing:

Notices to the City:

Office of the Administrator
Municipal Building
537 Green Street, Room 801
Augusta, GA 30901

Notices to AHCD:

Director
Augusta Housing and Community Development Department
925 Laney Walker Blvd., 2nd Floor
Augusta, GA 30901

Notices to Greater Augusta Arts Council:

Greater Augusta Arts Council
1301 Greene Street
Augusta, GA 30901

{Signatories on next page}

Augusta Housing and Community Development
Greater Augusta Arts Council

COUNTERPARTS

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

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

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____ Date: _____
Andrew MacKenzie
As Its Legal Counsel

By: _____ Date: _____
Hardie Davis
As its Mayor

By: _____ Date: _____
Janice Allen Jackson
As its Administrator

By: _____ Date: _____
Hawthorne Welcher, Jr.
As its Director-AHCD

SEAL

Lena Bonner
As its Clerk of Commission

ATTEST: GREATER AUGUSTA ARTS COUNCIL
(Contractor)

By: _____ Date: _____
Brenda Durant or Pax Bobrow
As Its Executive Director/Project Manager

By: _____ Date: _____
Plain Witness



**Administrative Services Committee Meeting
3/26/2019 1:05 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on March 12, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 3/12/2019

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; Sias, Chairman; Clarke, Vice Chairman; Davis and Few, members.

ADMINISTRATIVE SERVICES

1. Request to purchase one Chevrolet Tahoe Pursuit SUV for the Sheriff's Office. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the updated agenda item to approve the purchase of one Chevrolet Tahoe Pursuit using a sub-grant funded by the Federal Homeland Security Grant Program through the State of Georgia for the Richmond County Sheriff's Office and one Chevrolet Tahoe for the Richmond County Coroner's Office using SPLOST 7 funds. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Johnny Few	Passes

2. The Utilities Department Construction and Maintenance Division is requesting to replace one backhoe loader to Border Equipment utilizing ITB #18-234A and lease two sewer vacuum trucks to Environmental Products of Georgia utilizing ITB 18-305. **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 Johnny Few	Passes

3. Motion to approve Housing and Community Development Department's (HCD's) request to sell property located at 3209 Sylvan Court to an approved homebuyer. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner John Clarke	Commissioner Johnny Few	Passes

4. Approve the proposed drafts of the dedication plaques for the following projects: **Item Action:**
Approved

Augusta Planning and Development Department - Renovation
Augusta Central Services Department - Renovation and Addition
Georgia Cyber Center Parking Facility

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the drafts for the Planning and Development Department Renovation and the Central Services Department Renovation and Addition and referring the draft for the Georgia Cyber Center Parking Facility to the next committee meeting. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Johnny Few	Passes

5. Motion to authorize Housing and Community Development Department's (HCD's) Director to execute a Certification of Consistency with Local Consolidated Plan for SAFEHOMES, Inc. Domestic Violence Shelter in 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 John Clarke	Commissioner Johnny Few	Passes

6. Discuss the proposed changes to the Julian Smith Casino and BBQ Pit. (Requested by Commissioner Ben Hasan) **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Johnny Few	Passes

7. Update from the Central Services Department regarding the condition of the patio deck at the Lake Olmstead Park that must include the following: **Item Action:** Approved
- 1) The condition of the deck; is it repairable or should it be completely replaced?
 - 2) Is this issue an emergency due to event obligations?
 - 3) Should the work be contracted out or done in house?
 - 4) Would contracting out be most effective and efficient?
- (Requested by Commissioner Sammie Sias)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve outsourcing the work on the deck with staff working with Procurement to complete	Commissioner John Clarke	Commissioner Mary Davis	Passes

the work as an
emergency project.
Motion Passes 4-0.

8. Receive as information the update from HCD that, per requirements of the local HUD Citizen Participation Plan, HCD will publish advertisement for a 15-day Public Comment and submit the 2018 Consolidated Annual Performance and Evaluation Report (CAPER) report to HUD on or before the March 31 deadline once comments are received with no return to Commission. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commissioner John Clarke	Commissioner Johnny Few	Passes

9. Motion to approve authorization of Housing and Community Development Department's (HCD's) agreement for a Small Business Development Loan to Leibra Inc., dba Whipped Creamery in the amount of \$37,500.00 (at 4% Interest and an 84-Month Term). **Item Action:** Approved

Motions

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

10. Discuss the role of Human Resources in hiring and firing employees. (Requested by Commissioner Marion Williams) **Item Action:** Approved

Motions

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

- 11. Motion to approve Housing and Community Development Department's (HCD's) request to enter into a professional contract agreement with J&B Construction for concept design of townhomes on the east side of James Brown Boulevard (between Adams Street and Hopkins Street). (Referred from February 26 Administrative Services Committee)** **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner John Clarke	Commissioner Johnny Few	Passes

- 12. Motion to approve the minutes of the Administrative Services Committee held on February 26, 2019.** **Item Action: Approved**

Motions

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

- 13. Presentation from the Administrator regarding cost analysis for part-time employees to receive holiday pay. (Requested by Bill Penney)** **Item Action: Rescheduled**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to refer this item to the next committee meeting for further discussion with the Administrator to research how other cities approach this issue and also to determine how many part-time employees in the Sheriff's	Commissioner Mary Davis	Commissioner Johnny Few	Passes

Department this would include and how it would impact their operations there.
Motion Passes 4-0.

- 14. Discuss renaming the Lake Olmstead Stadium to Jefferson-Smith Amphitheater. (Requested by Commissioner Bill Fennoy)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Mr. Sias votes No. Motion Passes 3-1.	Commissioner Mary Davis	Commissioner Johnny Few	Passes

- 15. Motion to accept the resignation of Bill Lockett, Commission Liaison, Age-Friendly Augusta, upon Mayoral appointment of Age-Friendly Augusta Advisory Council Members. The duties and responsibilities of the advisory council will be addressed at the Age-Friendly Augusta Vision 2020 Plan Summit, Augusta Boathouse, March 14, 2019.** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve with the correction of the Advisory Council members to be appointed by the Commission rather than the Mayor. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Johnny Few	Passes

- 16. Request Approval of RFQ Item 18-169 – Real Estate Brokerage Services for the Laney Walker/Bethlehem Revitalization Project to Sherman and Hemstreet on behalf of Housing and Community Development Department (HCD). (Referred from February 26 Administrative Services Committee)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Motion to refer this item to the full Commission with no recommendation with an amendment for a one-year term and two one-year renewal terms. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Johnny Few	Passes
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17. Update from Compliance Department on the full status of the department, to include personnel, mission, and planned activities. **(Requested by Commissioner Sammie Sias)** **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Johnny Few	Passes
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18. Discuss the purchase of a vehicle for the Mayor's Office. **(Requested by Commissioner Marion Williams)** **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Defer	Motion to refer this item to the full Commission with no recommendation for a clarification of whether the vehicle approved for the Mayor's office will be for the Mayor or the Mayor's staff. Motion Passes 4-0.	Commissioner Johnny Few	Commissioner John Clarke	Passes
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**Administrative Services Committee Meeting
3/26/2019 1:05 PM
Part-time employees to receive holiday pay**

Department:

Presenter: Commissioner Bill Fennoy

Caption: Presentation from the Administrator regarding cost analysis for part-time employees to receive holiday pay. **(Referred from March 12 Administrative Services Committee meeting)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY: