



Administrative Services Committee Commission Chamber- 6/11/2019- 1:15 PM Meeting

ADMINISTRATIVE SERVICES

1. Discuss 2020 Census needs and identify funding for Complete Count Committee. **(Requested by Mayor Hardie Davis, Jr.)**  [Attachments](#)
2. Discuss Augusta Film and CVB and Central Services input on new Filming guidelines in Augusta. **(Requested by Commissioner Brandon Garrett)**  [Attachments](#)
3. Discuss the Commission's Rules of Procedure. **(Requested by Commissioner Ben Hasan)**  [Attachments](#)
4. Motion to **approve** procuring firm to conduct disparity study. **(Requested by Mayor Hardie Davis, Jr.)**  [Attachments](#)
5. Receive as information an emergency replacement of three (3) ten ton split HVAC units at W. T. Johnson Community Center by Contract Management Inc., for a total of \$116,973.00 funded through capital allocated for the Central Services Department.  [Attachments](#)
6. Discuss shared vision for City of Augusta and establish Commission goals and priorities for 3 year period using SMART concept. **(Requested by Mayor Hardie Davis, Jr.)**  [Attachments](#)
7. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.  [Attachments](#)
8. Receive as information only the emergency repairs needed to the two HVAC compressors at the Julian Smith Casino completed by TRANE, Inc. in the amount of \$43,035.09.  [Attachments](#)

9. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with J. Lovett Homes and Construction LLC to construct two (2) workforce, residential units on McQueen Court.  [Attachments](#)
10. Approve award of contract to prepare contract documents for renovating the building housing the Augusta Law Department to Christopher Booker Architects (CBA) of Augusta in the amount of \$35,000.00. RFQ 19-186  [Attachments](#)
11. Motion to approve the minutes of the Administrative Services Committee held on May 28, 2019.  [Attachments](#)
12. Motion to **adopt** the Augusta, Georgia Film Policy for requests to film on city property. **(Approved by Administrative Services Committee May 28, 2019 deferred from the Commission meeting held on June 4, 2019)**  [Attachments](#)
13. Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on October 3, 2017. **(Requested by Mayor Hardie Davis, Jr.)**  [Attachments](#)
14. Receive status update from staff regarding Records Management & Retention System implementation. **(Requested by Mayor Hardie Davis, Jr.)**  [Attachments](#)
15. Motion to **amend** Ordinance Code of Augusta Georgia, Title One, Chapter Seven, Article Four, Section 1-7-51 by repealing **Sections 500.308 through 500.315** of the PPPM related to Senior Executive Service ("SES") employees; and to **adopt** a new **SES Policy and Procedures** revising those related to SES groups and severance pay. **(Approved by the Policy & Procedures Subcommittee May 29, 2019)**  [Attachments](#)



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
2020 Census Count Committee**

Department:

Presenter: Mayor Hardie Davis, Jr.

Caption: Discuss 2020 Census needs and identify funding for Complete Count Committee. **(Requested by Mayor Hardie Davis, Jr.)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Mayor Hardie Davis, Jr.
Sent: Thursday, June 06, 2019 11:29 AM
To: Lena Bonner
Cc: Marcus Campbell; Latisha McMillan
Subject: Re: Agenda items

Ms. Bonner thank you. Please exclude the TIA Resolution. I was not aware that this had been done.

Get [Outlook for Android](#)

From: Lena Bonner
Sent: Thursday, June 6, 2019 10:46:04 AM
To: Mayor Hardie Davis, Jr.
Cc: Marcus Campbell; Latisha McMillan
Subject: RE: Agenda items

Mr. Mayor,

Will do as requested, however on April 16, 2019 the Commission approved the attached resolution in support of the upcoming TSPLOST 2022.

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: Mayor Hardie Davis, Jr. <HDavisJr@augustaga.gov>
Sent: Thursday, June 06, 2019 8:35 AM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Marcus Campbell <MCampbell@augustaga.gov>; Latisha McMillan <LMcMillan@augustaga.gov>
Subject: Agenda items

Ms. Bonner,

Good morning. Please add the following items to the special called meeting and committee agenda for next week.

Special Called Meeting

1. Motion to approve TIA Resolution in support of regional TSPLOST 2022

Item # 1

Administrative Services

1. Discuss shared vision for City of Augusta and establish Commission goals and priorities for 3 year period using SMART concept
2. Discuss 2020 Census needs and identify funding for Complete Count Committee
3. Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on
4. Motion to approve procuring firm to conduct disparity study.
5. Receive status update from staff regarding Records Management & Retention System implementation

Finance

1. Establish Commission budget priorities for 2020 budget using best practices from other cities
2. Discuss and define the scope of e economic development emphasis for the City through three distinct priorities.

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AED:104.1



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Augusta Filming Guidelines**

Department:

Presenter: Commissioner Brandon Garrett

Caption: Discuss Augusta Film and CVB and Central Services input on new Filming guidelines in Augusta. **(Requested by Commissioner Brandon Garrett)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Commission's Rules of Procedure**

Department:

Presenter: Commissioner Ben Hasan

Caption: Discuss the Commission's Rules of Procedure. **(Requested by Commissioner Ben Hasan)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

**Funds are
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Accounts:**

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Disparity Study**

Department:

Presenter: Mayor Hardie Davis Jr.

Caption: Motion to **approve** procuring firm to conduct disparity study.
(Requested by Mayor Hardie Davis, Jr.)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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Special Called Meeting

1. Motion to approve TIA Resolution in support of regional TSPLOST 2022

Item # 4

Administrative Services

1. Discuss shared vision for City of Augusta and establish Commission goals and priorities for 3 year period using SMART concept
2. Discuss 2020 Census needs and identify funding for Complete Count Committee
3. Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on
4. Motion to approve procuring firm to conduct disparity study.
5. Receive status update from staff regarding Records Management & Retention System implementation

Finance

1. Establish Commission budget priorities for 2020 budget using best practices from other cities
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Administrative Services Committee Meeting
6/11/2019 1:15 PM
Emergency HVAC Replacement, W. T. Johnson Center

Department:	Central Services Department, Facilities Maintenance Division
Presenter:	Takiyah A. Douse
Caption:	Receive as information an emergency replacement of three (3) ten ton split HVAC units at W. T. Johnson Community Center by Contract Management Inc., for a total of \$116,973.00 funded through capital allocated for the Central Services Department.
Background:	All three units at W. T. Johnson community center were vandalized beyond repair and need replacing. Efforts to acquire bids was ongoing, however the rise in temperatures and the recent operational changes to the center have escalated this replacement to an emergency status. This center serves as a cooling shelter and coupled with the heat index continual temperature rise, makes this replacement an immediate need. The center also has summer programs in place now and is being denied us of the area covered by the damaged HVAC units.
Analysis:	This work was done under an emergency condition that warranted a timely response by CSD to minimize the time the facility is out of service. CSD did not have sufficient time to process another bid and place the facility in full service ahead of the forecasted high heat weather conditions.
Financial Impact:	272016210/54.13120 in 2019 Capital Outlay funds
Alternatives:	1. Receive as information, emergency HVAC replacement provided by Contract Management Inc. for a total of \$116,973.00. 2. Do not make the replacement.
Recommendation:	Receive as information and approve alternative one.
Funds are Available in the	This emergency replacement project is funded through 2019 Capital Outlay funds. Cover Memo Item # 5

**Following
Accounts:**

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

Laquona Sanderson

From: Sheila Paulk
Sent: Tuesday, May 28, 2019 4:30 PM
To: Takiyah A. Douse; Lonnie Wimberly
Cc: Geri Sams; Jarvis Sims; Tony McDonald; Maurice D. McDowell; Ronald Houck; Laquona Sanderson
Subject: FW: Emergency Procurement of HVAC Units for W. T. Johnson
Importance: High

Mrs. Douse and Mr. Wimberly,

Ms. Sams has approved the Emergency Repair for W.T. Johnson Center - HVAC Replacement Units. **Please proceed.** The estimated cost to remove, dispose and replace the current units is **\$116,973.00**; therefore, an Agenda Item will need to be entered into Muni-Agenda for Commission as information. In the Agenda Item, in addition to purpose/cost of the emergency, state why the contractor was selected.

Sec. 1-10-57. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta, Georgia Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services **when there exists a threat to public health**, welfare, or safety, or where **daily operations are affected**; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. **A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta, Georgia Commission at their next regular meeting in the case of public works contracts as defined by Georgia Law or other Augusta, Georgia purchases when the value of the purchase exceeds twenty-five thousand dollars (\$25,000).**

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

In the event the Board of Commissioners of Augusta, Georgia determines at an open meeting of which minutes are recorded, that an emergency exists, and there is an immediate need for goods, materials or supplies to relieve said emergency, the Board of Commissioners shall be allowed to approve purchases without bids in the event the Board has determined an emergency exists, but all such declarations of emergency shall be in strict accordance with applicable State law defining "emergency." (1975 Ga. Laws p. 4334 as amended).

If you have any questions or require additional assistance, please do not hesitate to call or email me.

From: Takiyah A. Douse <TDouse@augustaga.gov>
Sent: Tuesday, May 28, 2019 4:25 PM
To: Geri Sams <gsams@augustaga.gov>
Cc: Sheila Paulk <SPaulk@augustaga.gov>; Ronald Houck <rhouck@augustaga.gov>; Laquona Sanderson <LSanderson@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>
Subject: Re: Emergency Procurement of HVAC Units for W. T. Johnson

Ms. Sams,

Please note, this request has my concurrence.

Thanks,
Takiyah

TAD

From: Lonnie Wimberly
Sent: Tuesday, May 28, 2019 1:03:12 PM
To: Geri Sams
Cc: Takiyah A. Douse; Sheila Paulk; Ronald Houck
Subject: Emergency Procurement of HVAC Units for W. T. Johnson

Mrs. Sams,

In accordance with Procurement Policies and Procedures 2015 Sec. 1-10-57 concerning emergency procurements, I render the following communication:

The status of three (3) 10 ton split HVAC systems at W. T. Johnson Center has been elevated to emergency replacement. All three units was vandalized beyond repair and are being processed for replacement, however, the heat index has cause their replacement to be an immediate need, especially since W. T. Johnson Center also serves as a Cooling Station. In today's climate, temperatures are known to reach well over 90 degrees which will pose a health and safety risk to staff and patron alike. This center is used often and it's operational effectiveness is paramount. Augusta, Georgia will be responsible to purchase three (3) 10 ton split HVAC systems and labor costs for replacement.

Central Services recommends Contract Management Inc. to remove, dispose and replace the current units at an estimated cost of \$116,973.00. Funds are available through CSD-FM Capital Outlay.

Your expedited approval of this procurement is greatly appreciated.

Lonnie Wimberly
Central Services Department
Deputy Director – Facilities
706-821-1948, Cell: 706-836-0427

Augusta
G E O R G I A

Item # 5

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**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Establish Commission goals and priorities**

Department:

Presenter: Mayor Hardie Davis, Jr.

Caption: Discuss shared vision for City of Augusta and establish Commission goals and priorities for 3 year period using SMART concept. **(Requested by Mayor Hardie Davis, Jr.)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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Item # 6

Administrative Services

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Finance

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**Administrative Services Committee Meeting
6/11/2019 1:15 PM
HCD - Down Payment Assistance Request**

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.

Background: Augusta, GA's (administered by HCD) Down Payment Assistance Program is a loan, given to a prospective homeowner in the form of a second mortgage. This financial assistance is combined with a primary loan (first mortgage loan) from a participating lending institution and enables a qualified first-time home buyer to become a homeowner. The buyer must be a first-time home buyer and the home must become the buyer's primary residence. The program is funded by the U.S. Department of Housing and Urban Development (HUD) and administered by Augusta, GA's Housing and Community Development Department (HCD). The program promotes neighborhood stability by assisting with the gap financing towards the purchase price and closing costs for homes located within the limits of Augusta-Richmond County. Below are two applications awaiting approval to move forward with the homeownership process: 1. 4321 Woodvalley Place, Augusta, GA 30906 \$5000 2. 2606 Anacua Way, Augusta, GA , 30906 \$5000 The two applications have a first mortgage from lending institutions but need down payment assistance to complete the process. A prospective homeowner is only eligible to receive up to \$5,000 if they are purchasing a single-family dwelling in the Richmond County area. Once approved, Lenders will schedule closing and the applicant will soon be on their way to homeownership in Augusta – Richmond County.

Analysis: The approval of the applications (2) will enable two individuals to become homeowners and "Make the American Dream a Cover Memo Item # 7

Reality”. Approval will also have a positive impact on the community by increasing the tax base in Augusta, Georgia.

Financial Impact: The City receives funding from the US Housing and Urban Development Department (HUD) on an annual basis.

Alternatives: Do not approve HCDs Request.

Recommendation: Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: a) HOME Investment Partnership Grant (HOME) funds. 221073212-5225110

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



HOME PROGRAM HOMEBUYER WRITTEN AGREEMENT

NOTICE TO HOMEBUYER: This AGREEMENT contains a number of requirements you must fulfill in exchange for the federal assistance you are receiving through the Home Investment Partnerships Program (HOME Program). Be sure to read each paragraph carefully and ask questions regarding any sections you do not fully understand. This AGREEMENT will be enforced by a forgivable loan and mortgage as set forth below. You should be sure that you thoroughly understand these documents before you sign them.

THIS AGREEMENT, made and entered into this ____ day of ____, **20__** by and between _____ hereinafter referred to as “BORROWER,” and **AUGUSTA HOUSING & COMMUNITY DEVELOPMENT** having its principal office at **925 Laney Walker Blvd, 2nd Floor, Augusta, Georgia 30901**, hereinafter referred to as “LENDER.”

WHEREAS, on _____, the Lender agreed to provide to the Borrower financial assistance to be used in pursuit of the purchase of certain real property hereafter described; ____ Map Parcel # _____ and

WHEREAS, a percentage of said financial assistance was provided in the form of a Forgivable Loan, hereinafter referred to as a “LOAN,” with said Loan being in the amount of _____, subject to the condition that the Borrower executes this Agreement.

WHEREAS, the Forgiveness Loan is funded by the U.S. Department of Housing and Urban Development (“hereafter HUD”) via the HOME Investment Partnership Program (hereafter “HOME Program”), and restrictions apply to the Borrower when participating in the City of Augusta’s Forgiveness Loan Program.

NOW THEREFORE, in consideration of the said Loan and in accordance with the provisions of State of Georgia Statutes, the parties do hereby agree as follows:

The Borrower covenants and agrees with the Lender to adhere to the following HOME Program Restrictions imposed on them for the federal assistance provided:

Affordability Period

You must comply with the HOME Program's period of affordability. The period of affordability for the home will be _____ years, based on the amount of the direct subsidy to the HOMEBUYER. During this _____ year period, the HOMEBUYER must maintain the home as his/her **principal place of residence** at all times. During this time the recapture restriction is effective and requires all HOME funds that were provided for the purchase of the home to be repaid to the City, including principal, interest, late fees, and other charges, if you do not occupy the property as your principal residence or if you sell or transfer the property.

Maximum Sales Price

The property may not have a purchase price for the type of single family housing that exceeds 95% of the median purchase price for the area. It has been verified that the purchase price of the housing does not exceed 95 percent (95%) of the median purchase price of homes for the area, as set forth in 24 CFR Part 92.254(a).

The maximum purchase price is as follows for the Augusta Richmond County GA:

Unit #	FHA Limits Pre-Economic Stimulus Act	
	Existing Homes	New Homes
1 Unit	\$ 152,000	\$ 227,000
2 Unit	\$ 195,000	\$ 291,000
3 Unit	\$ 236,000	\$ 352,000
4 Unit	\$ 292,000	\$ 436,000
Unadjusted Median Value	\$ 160,000	\$ 239,000

Appraised property value

The AWARDEE certifies that a certified property appraiser has appraised the property that is the subject of this AGREEMENT at a value of \$_____:

Principal residence requirement

This agreement shall remain in force throughout the affordability period as long as the home remains the principal residence of the HOMEBUYER. Should the HOMEBUYER not maintain the home as his/her principal residence, or rent or sell the residence to another party, the HOMEBUYER will be in breach of this agreement and will be required to repay any amount that has not yet been forgiven, as set forth in Section 5 of the AGREEMENT, as of the day the home is no longer the principal place of residence of the HOMEBUYER. If the home is sold to another party, the liability of the HOMEBUYER will be limited to the amount of the net proceeds of the sale as set forth in Section 7 below.

_____ *Buyer Initials*

Recapture Agreement

This is a mechanism to recapture all or a portion of the direct HOME subsidy if the HOME recipient decides to sell the house within the affordability period at whatever price the market will bear. The recaptured funds will come from the net proceeds if available. Any such repayment as required shall be made to the Lender no later than thirty (30) days following the action that require the repayment.

Obligation of Repayment

As security of Borrower's obligation of repayment, and subject to the terms and conditions of this Agreement, the Borrower grants, and the Lender shall and hereby does have, a lien on the real estate hereinafter described in the full amount necessary to satisfy said repayment obligation and the cost, including reasonable attorney's fees, of collecting the same. The real estate subject to said lien is legally described as:

ALL THAT LOT OR PARCEL OF LAND, (Add lot Description)

Promptly after the date of any sale, transfer or other conveyance of the above describe property, or in the event of a sale by contract for deed, at least ten (10) days prior to the date of such sale; or if the property shall cease to be the Borrower's **principal place of residency**, the Borrower or his/her heirs, executors, or representatives shall give the lender notice thereof.

In the event the Borrower or his/her heirs, executors, or representatives shall fail or refuse to make a required payment within said limited period, the Lender may, with or without notice to the Borrower, foreclose said lien in the same manner as an action of the foreclosure or mortgages upon said real estate, as provided by State Statue.

Ownership of Property

You must hold fee simple title to the property purchased with HOME funds for the duration of your Forgiveness Loan.

Use of HOME funds

The HOMEBUYER agrees that the HOME assistance will be used to lower the cost of the home by providing down payment assistance. This will reduce the sales price of the home to the HOMEBUYER and reduce the total amount the HOMEBUYER will be required to borrow in order to purchase the home.

_____ *Buyer Initials*

Household Income

You must be an eligible household through the time of filing a loan application with the City or other lender to the escrow closing of the purchase transaction. Income eligibility means that your annual gross household income, adjusted for household size does not exceed eighty percent (80%) of the Augusta-Aiken median income, as established by HUD.

Insurance requirement

The HOMEBUYER must at all times during the duration of this AGREEMENT maintain a valid and current insurance policy on the home for the current appraised or assessed value of the home. Failure to maintain a valid and current insurance policy will be considered a breach of this AGREEMENT, and the AWARDEE will have the right to foreclose on its mortgage lien if necessary to protect the HOME Program investment.

Property standards

Pursuant to HOME Program rules, the property that is the subject of this AGREEMENT must meet all State and local housing quality standards and code requirements. If no such standards or codes apply, the property must at a minimum meet the HUD Section 8 Housing Quality Standards/Uniform Physical Condition Standards.

Termination Clause

In the event of foreclosure or deed in lieu of foreclosure of Prior Security Deed, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate-income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect. Any person (including his successors or assigns) receiving title to the Property through a foreclosure or deed in lieu of foreclosure of a Prior Security Deed shall receive title to the Property free and clear from such restriction.

Further, if any Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) the Lender has been given written notice of a default under the Prior Security Deed and (ii) the Lender shall not have cured the default under the Prior Security Deed within the 30-day notice sent to the Lender."

This Agreement shall run with the aforementioned real estate and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, representatives, successors and assigns.

If at any time that the City realizes that you have falsified any documentation or information, you may be required by law to pay the full amount of subsidy provided.

_____ *Buyer Initials*

Lead Requirement

I understand that my house was built/or not built before 1978. I am in receipt of the “Protect Your Family from Lead in Your Home Booklet” and discussed with the staff of Housing and Community Development.

_____ *Buyer Initials*

Homeowner’s house was built before 1978 and has received a Lead Inspection Report.

_____ *Buyer Initials*

Post Purchase Requirement

Homeowner must attend a Post Homeownership Counseling class and submit a certificate of completion to AHCD within the first two years of purchasing the house. AHCD will not release the lien on the property until this requirement has been met.

_____ *Buyer Initials*

IN WITNESS WHEREOF, the Borrower has executed this Forgiveness Loan Repayment Agreement.

 HOMEBUYER SIGNATURE Date_____

Attest:

Subscribed and sworn to before me _____, 20____.

My Commission Expires _____, 20____.

 Notary Signature

Approved as to form: _____
 Augusta, GA Law Department

Date:_____

By: _____
 Hardie Davis
 As its Mayor

Date: _____

By: _____
 Jarvis Sims
 As its Interim Administrator

Date: _____

By: _____
 Hawthorne Welcher, Jr.
 As its Director, HCD

Date:_____

SEAL

 Lena Bonner
 As its Clerk



Administrative Services Committee Meeting
6/11/2019 1:15 PM
Julian Smith Casino HVAC

Department: Central Services - Facilities

Presenter: Takiyah A. Douse

Caption: Receive as information only the emergency repairs needed to the two HVAC compressors at the Julian Smith Casino completed by TRANE, Inc. in the amount of \$43,035.09.

Background: The HVAC compressors (2) at the Julian Smith Casino are in need of emergency replacement. One unit suffered a manufacture defect, in which staff was working with the manufacturer directly for a replacement, the second unit suffered a mechanical issue which now causes both units to be inoperable. In today's climate, temperatures are known to reach well over 90 degrees which will pose a health and safety risk to staff and patrons alike. This center is used often and it's operational effectiveness is paramount. Augusta, Georgia will be responsible for purchase of one compressor and labor costs for replacement. Due to the threat to public safety and the negative affects this issue has on daily operations, an emergency procurement was approved in accordance with section 1-10-57.

Analysis: TRANE, Inc. is the manufacturer of record and had the inventory on hand to perform the needed tasks. Work was completed on the night on Friday May 24, 2019 in time for the Banjo BQue After Party.

Financial Impact: CSD Capital 272016210/54.13120

Alternatives: Do not receive as information

Recommendation: Receive as information only the emergency repairs needed to the two HVAC compressors at the Julian Smith Casino completed by TRANE, Inc. in the amount of \$43,035.09.

Cover Memo

CSD Capital 272016210/54.13120

Item # 8

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

REVIEWED AND APPROVED BY:

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

Laquona Sanderson

From: Takiyah A. Douse
Sent: Monday, June 3, 2019 5:01 PM
To: Laquona Sanderson
Subject: FW: Emergency Procurement

Importance: High

TAD

From: Sheila Paulk <SPaulk@augustaga.gov>
Sent: Friday, May 24, 2019 11:34 AM
To: Takiyah A. Douse <TDouse@augustaga.gov>; Geri Sams <gsams@augustaga.gov>
Cc: Laquona Sanderson <LSanderson@augustaga.gov>; Tony McDonald <WMcDonald@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Tim Pratt <tp Pratt@augustaga.gov>; Jarvis Sims <JSims@augustaga.gov>
Subject: RE: Emergency Procurement
Importance: High

Mrs. Douse,

Ms. Sams has approved the Emergency Repair for the Julian Smith Casino - Two (2) HVAC Compressors. **Please proceed.** The estimate is over \$25K; therefore, an Agenda Item will need to be entered into Muni-Agenda for Commission...Information Only. In the Agenda Item, in addition to purpose/cost of the emergency, state why the contractor was selected.

Sec. 1-10-57. Emergency procurement selection method.

Notwithstanding any other provisions of this chapter, the Procurement Director, Augusta, Georgia Administrator or constitutional officer may make or authorize others to make emergency procurement of equipment, supplies, services, general construction, or public works type construction services **when there exists a threat to public health**, welfare, or safety, or where **daily operations are affected**; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file. **A written report explaining the determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file, and a copy of same provided the Augusta, Georgia Commission at their next regular meeting in the case of public works contracts as defined by Georgia Law or other Augusta, Georgia purchases when the value of the purchase exceeds twenty-five thousand dollars (\$25,000).**

In the event an emergency should arise after office hours or on holidays or weekends which requires immediate action on the part of the using agency involved and where it is not possible or convenient to reach the Procurement Director, constitutional officer, or Administrator, the using agency head is authorized to make purchases. Such purchases shall be well documented, packaged for payment, and forwarded to the Procurement Director within twenty-four (24) hours, if possible, after occurrence.

In the event the Board of Commissioners of Augusta, Georgia determines at an open meeting of which minutes are recorded, that an emergency exists, and there is an immediate need for goods, materials or supplies to relieve said emergency, the Board of Commissioners shall be allowed to approve purchases without bids in the event the Board has determined an emergency exists, but all such declarations of emergency shall be in strict accordance with applicable State law defining "emergency." (1975 Ga. Laws p. 4334 as amended).

If you have any questions or require additional assistance, please do not hesitate to call or email me.

Item # 8

Sheila D. Paulk

Procurement Department
(706) 821-2861 Direct or (706) 821-2811 Fax
(706) 821-2498 Print Shop

Thank You For Doing Business With Us.....

Augusta, Georgia - Procurement Department
spaulk@augustaga.gov www.augustaga.gov

From: Takiyah A. Douse <TDouse@augustaga.gov>
Sent: Friday, May 24, 2019 11:13 AM
To: Geri Sams <gsams@augustaga.gov>
Cc: Sheila Paulk <SPaulk@augustaga.gov>; Laquona Sanderson <LSanderson@augustaga.gov>; Tony McDonald <WMcDonald@augustaga.gov>; Lonnie Wimberly <LWimberly@augustaga.gov>; Tim Pratt <tpratt@augustaga.gov>
Subject: Emergency Procurement

Geri,

In accordance with Procurement Policies and Procedures 2015 Sec. 1-10-57 concerning emergency procurements, I render the following communication:

The HVAC compressors (2) at the Julian Smith Casino are in need of emergency replacement. One unit suffered a manufactures defect in which staff was working with the manufacturer directly for a replacement, the second unit suffered a mechanical issue which now causes both units to be inoperable. In today's climate, temperatures are known to reach well over 90 degrees which will pose a health and safety risk to staff and patron alike. This center is used often and it's operational effectiveness is paramount. Augusta, Georgia will be responsible to purchase one compressor and labor costs for replacement.

Central Services recommends TRANE Inc. to remove and dispose of the compressor at an estimated cost of \$45,000. Funds are available through CSD-FM Capital Outlay.

Your expedited approval of this procurement is greatly appreciated.

Takiyah

Takiyah A. Douse | Central Services Director
Augusta 311 - Facilities Maintenance - Fleet Management - Real Estate - Records Retention
Augusta - Richmond County
2760 Peach Orchard Rd | Augusta, Georgia 30906
(p) 706-828-7174 | (f) 706-796-5077
TDouse@augustaga.gov | www.augustaga.gov



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AED:104.1



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Laney Walker/Bethlehem Revitalization Project -New Construction Homes**

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with J. Lovett Homes and Construction LLC to construct two (2) workforce, residential units on McQueen Court.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. This project involves construction of two (2) new residential units on McQueen Court, Lots No. 10 and No. 11, (Twiggs Street area) within the Laney Walker / Bethlehem historic neighborhoods.

Analysis: The approval of the contract will allow for pre-development activities on these sites to begin.

Financial Impact: Augusta Housing and Community Development Department receives annual allocations from Laney Walker Bethlehem Project which will fund this contract. Contract Amount Lot No. 10 - \$128,517.07 Contract Amount Lot No. 11 - \$135,861.10

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with J.

Lovett Homes and Construction LLC to construct two (2) workforce, residential units on McQueen Court.

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

Laney Walker/Bethlehem Revitalization Project funds-LWB
Bond Fund. 298077343-5413150

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****J. LOVETT HOMES & CONSTRUCTION LLC**in the amount of
\$128,517.07 USD**One-Hundred, Twenty-Eight Thousand, Five-Hundred and Seventeen and 71/100 Dollars**
for Fiscal Year **2019**
Providing funding for**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT****Lot No. 10 McQueen Court**

THIS AGREEMENT ("Contract"), is made and entered into as of the ____ day of _____ 2019 ("the effective date") by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Augusta"), acting through the Housing and Community Development Department (hereinafter referred to as "HCD") - with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part, and J. Lovett Homes & Construction LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "J. Lovett Homes" as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with J. LOVETT HOMES for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

WHEREAS, J. LOVETT HOMES has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, J. LOVETT HOMES has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, J. LOVETT HOMES has requested and Augusta has approved a total of **\$128,517.07** in funding to perform eligible activities as described in Article I; below:

NOW, THEREFORE, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: J. LOVETT HOMES agrees to utilize approved Laney Walker/Bethlehem Bond Financing funds to support this project. Under this Agreement:

1. Perform renovation services for one (1) single family detached homes identified as property number **Lot No. 10 McQueen Court**.
2. Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
3. Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. J. LOVETT HOMES is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by J. LOVETT HOMES for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of 128,513.07.**

1. Construction

An amount not to exceed sixteen percent (16%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-Up shall be expended by J. LOVETT HOMES for construction costs related to the development of one single family detached home identified as **Lot No. 10 McQueen Court**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to J. LOVETT HOMES for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **Lot No. 10 McQueen Court**. HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **Lot No. 10 McQueen Court**.

3. Developer's Fee

N/A

C. Program Location and Specific Goals to be Achieved

J. LOVETT HOMES shall conduct project development activities and related services in its project area Laney Walker Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by J. LOVETT HOMES will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, J. LOVETT HOMES shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

J. LOVETT HOMES will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of the Augusta Housing and Community Development Department. In addition, and upon approval by Augusta, J. LOVETT HOMES, may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

- A. Augusta shall designate and make Laney Walker/Bethlehem Bond Financing funds available in the following manner:
 - 1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided J. LOVETT HOMES and HCD determine the progress is satisfactory. J. LOVETT HOMES shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, J. LOVETT HOMES will include documentation showing proof of completion of work in accordance with

the amount requested, inspected and accepted by HCD, lien waivers for vendors and sub contractors, as specified in the Work Write-Up found in Exhibit B & E.

2. HCD will monitor the progress of the project and J. LOVETT HOMES's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. J. LOVETT HOMES and HCD shall share in the cost and proceeds of developing the residence at Lot No. 10 McQueen Court as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development Department.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any J. LOVETT HOMES and HCD deemed satisfactorily progress made within the contracted construction only amount not to exceed percent (50%) shall be paid to J. LOVETT HOMES.
7. HCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until J. LOVETT HOMES and HCD determine that all HCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (HCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by J. LOVETT HOMES for construction costs related to the development of one single family detached home identified as **Lot No. 10 McQueen Court**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by both Augusta and J. LOVETT HOMES in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

J. LOVETT HOMES shall be permitted to commence with the expenditure of Laney Walker/Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as Lot No. 10 McQueen Court.

Liquidated Damages

J. LOVETT HOMES agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of J. LOVETT HOMES. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of J. LOVETT HOMES. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

J. LOVETT HOMES is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by J. LOVETT HOMES under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage based costs related to the renovation of one single family detached home identified as **Lot No. 10 McQueen Court**. HCD will have the latitude to pay such costs directly to the procured construction contractor. J. LOVETT HOMES shall be paid a total consideration of no more than \$00.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of J. LOVETT HOMES. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and J. LOVETT HOMES.

J. LOVETT HOMES shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and J. LOVETT HOMES (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to J. LOVETT HOMES, or any subcontractor hereunder.
- B. J. LOVETT HOMES shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to J. LOVETT HOMES's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by J. LOVETT HOMES for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. J. LOVETT HOMES shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by J. LOVETT HOMES.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single family home at **Lot No. 10 McQueen Court.**, HCD is to provide J. LOVETT HOMES with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

J. LOVETT HOMES agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of J. LOVETT HOMES. No person described

above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. J. LOVETT HOMES in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by J. LOVETT HOMES. In such instances, J. LOVETT HOMES shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and J. LOVETT HOMES.

Statutes, regulations, guidelines and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. J. LOVETT HOMES agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in J. LOVETT HOMES's publications and/or advertisements. (24 CFR 570.601).
- B. J. LOVETT HOMES agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. J. LOVETT HOMES agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. J. LOVETT HOMES agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the

activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J. LOVETT HOMES agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. J. LOVETT HOMES agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. J. LOVETT HOMES agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. J. LOVETT HOMES will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. J. LOVETT HOMES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. LOVETT HOMES will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. J. LOVETT HOMES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, J. LOVETT HOMES agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
 - K. J. LOVETT HOMES agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.
 - L. In accordance with 24 CFR part 24, subpart F, J. LOVETT HOMES agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
 - M. Any publicity generated by J. LOVETT HOMES for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
 - N. J. LOVETT HOMES shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. J. LOVETT HOMES agrees to obtain all necessary permits for intended improvements or activities.
 - O. J. LOVETT HOMES shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- J. LOVETT HOMES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** J. LOVETT HOMES agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.
- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue

to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.

- Q. J. LOVETT HOMES agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Augusta-Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta-Richmond County area is not desirable.**
- R. J. LOVETT HOMES agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- S. J. LOVETT HOMES will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. J. LOVETT HOMES will not discriminate against any person applying for shelter on the basis of religion. J. LOVETT HOMES will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- T. Indirect costs will only be paid if J. LOVETT HOMES has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- U. HCD shall not approve any travel or travel related expenses to J. LOVETT HOMES with funds provided under this contract.
- V. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta Georgia, as applicable.

J. LOVETT HOMES is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of J. LOVETT HOMES or any subcontractor of J. LOVETT HOMES or subunit

thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event J. LOVETT HOMES materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until J. LOVETT HOMES cures any breach of the Agreement. If J. LOVETT HOMES fails to cure the breach, Augusta may suspend or terminate the current award of funds. J. LOVETT HOMES will not be eligible to receive any other funding.
- B. Notwithstanding the above, J. LOVETT HOMES shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. LOVETT HOMES for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay J. LOVETT HOMES for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, J. LOVETT HOMES shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to Laney Walker Bond Financing funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by J. LOVETT HOMES under this contract.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator
 ATTN: Jarvis Sims, Interim Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

With copies to:
 Augusta Housing and Community Development Department
 ATTN: Hawthorne Welcher, Jr., Director
 925 Laney Walker Blvd., 2nd Floor
 Augusta, Georgia 30901

J. LOVETT HOMES will receive all notices at the address indicated below:

J. Lovett Homes and Construction LLC
 ATTN: Jozell Lovett
 3062 Damascus Road, Suite G
 Augusta, GA 30909

ARTICLE XII. INDEMNIFICATION

J. LOVETT HOMES will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, J. LOVETT HOMES specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to J. LOVETT HOMES beyond the term of this Agreement.

J. LOVETT HOMES 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 J. LOVETT HOMES for the purpose of securing business and that J. LOVETT HOMES has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XV. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XVI. COUNTERPARTS

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

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

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Hardie Davis, Jr., as its Mayor

Date: _____

By: _____
Jarvis Sims, as its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **J. Lovett Homes and Construction LLC.**

By: _____
Jozell Lovett, Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Jozell Lovett
J. Lovett Homes & Construction LLC Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

J. LOVETT HOMES MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

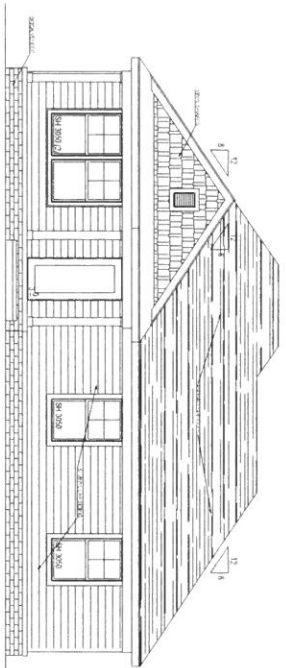
1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to J. LOVETT HOMES in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement.
3. With HCD approval, J. LOVETT HOMES may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
 - i. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and J. LOVETT HOMES in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. J. LOVETT HOMES will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. J. LOVETT HOMES must make sure contractors obtain and post all permits on job site.
- c. J. LOVETT HOMES must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

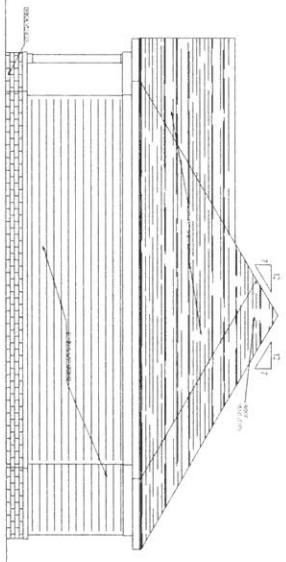
6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta program requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.



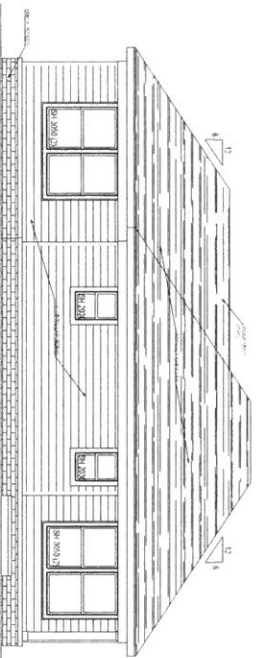
FRONT ELEVATION

SCALE: 3/4" = 1'-0"



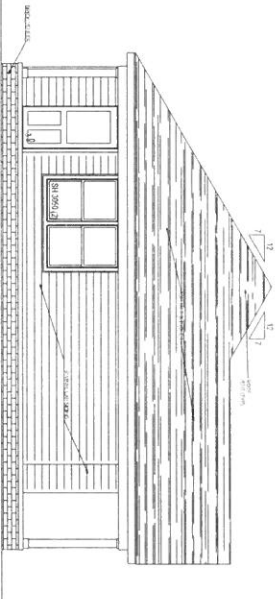
RIGHT SIDE ELEVATION

SCALE: 3/4" = 1'-0"



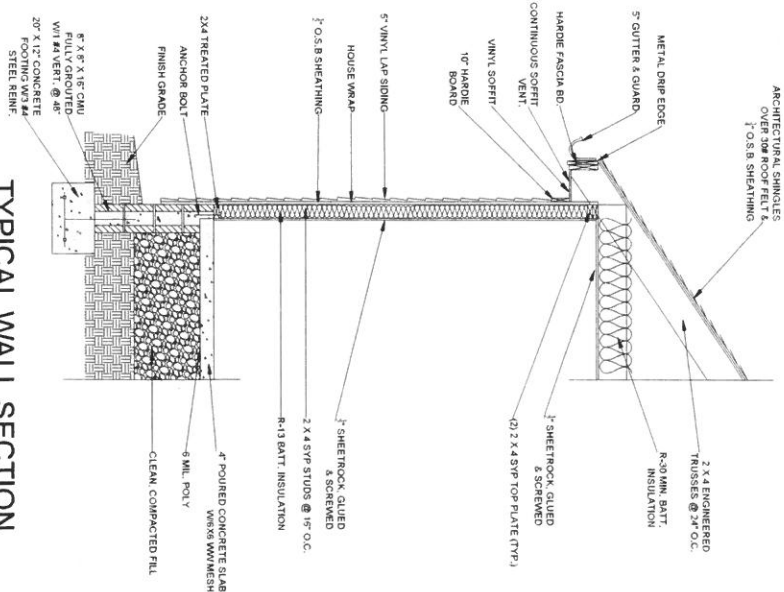
REAR ELEVATION

SCALE: 3/4" = 1'-0"



LEFT SIDE ELEVATION

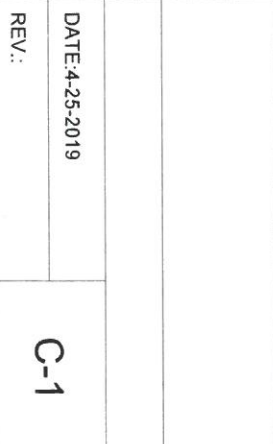
SCALE: 3/4" = 1'-0"



TYPICAL WALL SECTION

SCALE: 3/4" = 1'-0"

DATE: 4-25-2019	
REV.:	
A-2	



CONTRACT**between****AUGUSTA, GEORGIA****And****J. LOVETT HOMES & CONSTRUCTION LLC**in the amount of
\$135,861.10 USD**One-Hundred, Thirty-Five Thousand, Eight-Hundred and Sixty-One and 10/100 Dollars**
for Fiscal Year **2019**
Providing funding for**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT****Lot No. 11 McQueen Court**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2019 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part, and J. Lovett Homes & Construction LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called " J. Lovett Homes" as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with J. LOVETT HOMES for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 92.504(c)(13) and will meet one or more of the national objectives and criteria outlined in Title 24 Code of Federal Regulations, Part 92 of the Housing and Urban Development regulations; and

WHEREAS, J. LOVETT HOMES has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, J. LOVETT HOMES has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, J. LOVETT HOMES has requested and Augusta has approved a total of **\$135,861.10** in funding to perform eligible activities as described in Article I; below:

NOW, THEREFORE, the parties of this Agreement for the consideration set forth below, do here and now agree to the following terms and conditions:

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: J. LOVETT HOMES agrees to utilize approved Laney Walker/Bethlehem Bond Financing funds to support this project. Under this Agreement:

1. Perform renovation services for one (1) single family detached homes identified as property number **Lot No. 11 McQueen Court**.
2. Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
3. Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. J. LOVETT HOMES is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by J. LOVETT HOMES for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$128,513.07.**

1. Construction

An amount not to exceed sixteen percent (16%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-Up shall be expended by J. LOVETT HOMES for construction costs related to the development of one single family detached home identified as **Lot No. 11 McQueen Court**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to J. LOVETT HOMES for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **Lot No. 11 McQueen Court**. HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **Lot No. 11 McQueen Court**.

3. Developer's Fee

N/A

C. Program Location and Specific Goals to be Achieved

J. LOVETT HOMES shall conduct project development activities and related services in its project area Laney Walker Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by J. LOVETT HOMES will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, J. LOVETT HOMES shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

J. LOVETT HOMES will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of the Augusta Housing and Community Development Department. In addition, and upon approval by Augusta, J. LOVETT HOMES, may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make Laney Walker/Bethlehem Bond Financing funds available in the following manner:

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided J. LOVETT HOMES and HCD determine the progress is satisfactory. J. LOVETT HOMES shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, J. LOVETT HOMES will include documentation showing proof of completion of work in accordance with

the amount requested, inspected and accepted by HCD, lien waivers for vendors and sub contractors, as specified in the Work Write-Up found in Exhibit B & E.

2. HCD will monitor the progress of the project and J. LOVETT HOMES's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. J. LOVETT HOMES and HCD shall share in the cost and proceeds of developing the residence at Lot No. 11 McQueen Court as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development Department.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any J. LOVETT HOMES and HCD deemed satisfactorily progress made within the contracted construction only amount not to exceed percent (50%) shall be paid to J. LOVETT HOMES.
7. HCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until J. LOVETT HOMES and HCD determine that all HCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (HCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by J. LOVETT HOMES for construction costs related to the development of one single family detached home identified as **Lot No. 11 McQueen Court**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by both Augusta and J. LOVETT HOMES in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

J. LOVETT HOMES shall be permitted to commence with the expenditure of Laney Walker/Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as Lot No. 11 McQueen Court.

Liquidated Damages

J. LOVETT HOMES agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of J. LOVETT HOMES. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of J. LOVETT HOMES. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

J. LOVETT HOMES is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by J. LOVETT HOMES under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage based costs related to the renovation of one single family detached home identified as **Lot No. 11 McQueen Court**. HCD will have the latitude to pay such costs directly to the procured construction contractor. J. LOVETT HOMES shall be paid a total consideration of no more than \$00.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of J. LOVETT HOMES. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and J. LOVETT HOMES.

J. LOVETT HOMES shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and J. LOVETT HOMES (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to J. LOVETT HOMES, or any subcontractor hereunder.
- B. J. LOVETT HOMES shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to J. LOVETT HOMES's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by J. LOVETT HOMES for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. J. LOVETT HOMES shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by J. LOVETT HOMES.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single family home at **Lot No. 11 McQueen Court.**, HCD is to provide J. LOVETT HOMES with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

J. LOVETT HOMES agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of J. LOVETT HOMES. No person described

above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. J. LOVETT HOMES in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by J. LOVETT HOMES. In such instances, J. LOVETT HOMES shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and J. LOVETT HOMES.

Statutes, regulations, guidelines and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. J. LOVETT HOMES agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in J. LOVETT HOMES's publications and/or advertisements. (24 CFR 570.601).
- B. J. LOVETT HOMES agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. J. LOVETT HOMES agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. J. LOVETT HOMES agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the

activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J. LOVETT HOMES agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. J. LOVETT HOMES agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. J. LOVETT HOMES agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. J. LOVETT HOMES will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. LOVETT HOMES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. LOVETT HOMES will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. J. LOVETT HOMES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, J. LOVETT HOMES agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
 - K. J. LOVETT HOMES agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.
 - L. In accordance with 24 CFR part 24, subpart F, J. LOVETT HOMES agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
 - M. Any publicity generated by J. LOVETT HOMES for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
 - N. J. LOVETT HOMES shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. J. LOVETT HOMES agrees to obtain all necessary permits for intended improvements or activities.
 - O. J. LOVETT HOMES shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- J. LOVETT HOMES agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** J. LOVETT HOMES agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.
- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall

further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.

- Q. J. LOVETT HOMES agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Augusta-Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta-Richmond County area is not desirable.**
- R. J. LOVETT HOMES agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- S. J. LOVETT HOMES will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. J. LOVETT HOMES will not discriminate against any person applying for shelter on the basis of religion. J. LOVETT HOMES will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- T. Indirect costs will only be paid if J. LOVETT HOMES has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- U. HCD shall not approve any travel or travel related expenses to J. LOVETT HOMES with funds provided under this contract.
- V. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta Georgia, as applicable.

J. LOVETT HOMES is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of J. LOVETT HOMES or any subcontractor of J. LOVETT HOMES or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event J. LOVETT HOMES materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until J. LOVETT HOMES cures any breach of the Agreement. If J. LOVETT HOMES fails to cure the breach, Augusta may suspend or terminate the current award of funds. J. LOVETT HOMES will not be eligible to receive any other funding.
- B. Notwithstanding the above, J. LOVETT HOMES shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. LOVETT HOMES for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay J. LOVETT HOMES for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, J. LOVETT HOMES shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to Laney Walker Bond Financing funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by J. LOVETT HOMES under this contract.

ARTICLE XI. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice.

Augusta will receive all notices at the address indicated below:

Office of the Administrator
 ATTN: Jarvis Sims, Interim Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

With copies to:
 Augusta Housing and Community Development Department
 ATTN: Hawthorne Welcher, Jr., Director
 925 Laney Walker Blvd., 2nd Floor
 Augusta, Georgia 30901

J. LOVETT HOMES will receive all notices at the address indicated below:

J. Lovett Homes and Construction LLC
 ATTN: Jozell Lovett
 3062 Damascus Road, Suite G
 Augusta, GA 30909

ARTICLE XII. INDEMNIFICATION

J. LOVETT HOMES will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, J. LOVETT HOMES specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

Should it become necessary to determine the meaning or otherwise interpret any work, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of laws or equity. It is agreed that the laws of the State of Georgia shall exclusively control the same.

The parties hereto do agree to bind themselves, their heirs, executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

This Document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. Augusta is not obligated to provide funding of any kind to J. LOVETT HOMES beyond the term of this Agreement.

J. LOVETT HOMES 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 J. LOVETT HOMES for the purpose of securing business and that J. LOVETT HOMES has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XV. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XVI. COUNTERPARTS

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

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

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Hardie Davis, Jr., as its Mayor

Date: _____

By: _____
Jarvis Sims, as its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **J. Lovett Homes and Construction LLC.**

By: _____
Jozell Lovett, Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

OMB Circular A-110 - Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

OMB Circular A- 122 - Cost Principles for Non-Profit Organizations

OMB Circular A-133 - Audits of Institutions of Higher Education & other Non-Profit Institutions

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

24 CFR 35 – HUD Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Housing Receiving Federal Assistance and Federally-Owned Residential Property being sold, Final Rule

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Jozell Lovett
J. Lovett Homes & Construction LLC Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

J. LOVETT HOMES MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT A - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS AGREEMENT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. A SAMPLE SCHEDULE IS PROVIDED.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to J. LOVETT HOMES in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement.
3. With HCD approval, J. LOVETT HOMES may use funds under this Agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may:
 - i. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and J. LOVETT HOMES in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. J. LOVETT HOMES will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. J. LOVETT HOMES must make sure contractors obtain and post all permits on job site.
- c. J. LOVETT HOMES must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta program requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Law Department Renovations - Design**

Department:	Central Services - Facilities
Presenter:	Takiyah A. Douse
Caption:	Approve award of contract to prepare contract documents for renovating the building housing the Augusta Law Department to Christopher Booker Architects (CBA) of Augusta in the amount of \$35,000.00. RFQ 19-186
Background:	The Augusta Law Department has been located in 3000 building since the State Court Judges relocated to the Augusta Judicial Center in 2011. The building construction dates back more than 50 years. In order to meet evolving departmental staffing and operational requirements and to bring this aging facility up to current ADA standards and code RFQ 19-186 was issued to engage a design firm to prepare contract documents so that we can bid the renovation project.
Analysis:	CBA of Augusta responded to the RFP and was judged to be qualified to perform the work. The 6.67% fee was negotiated based upon an estimated construction budget of \$525,000.
Financial Impact:	The cost of design services is \$35,000.
Alternatives:	1. Approve award of contract to prepare contract documents for renovating the building housing the Augusta Law Department to Christopher Booker Architects (CBA) of Augusta in the amount of \$35,000.00. 2. Do not approve the proposal.
Recommendation:	Approve award of contract to prepare contract documents for renovating the building housing the Augusta Law Department to Christopher Booker Architects (CBA) of Augusta in the amount of \$35,000.00.

**Funds are
Available in the**

This project is funded through SPLOST.

Cover Memo
Item # 10

**Following
Accounts:**

REVIEWED AND APPROVED BY:

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

Request for Proposal

Request for Proposals will be received at this office until **Thursday, March 28, 2019 @ 11:00 a.m.** for furnishing:

**RFP Item #19-186 Law Department Renovations – Construction Documents for Augusta, GA Central Services
Department – Facilities Maintenance Division**

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

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

Bid documents may be examined at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901. Plans and specifications for the project shall be obtained by all prime contractors, subcontractors and suppliers exclusively from ARC. **The fees for the plans and specifications which are non-refundable are \$75.00.**

It is the wish of the Owner that all businesses are given the opportunity to submit on this project. To facilitate this policy the Owner is providing the opportunity to view plans online (www.e-arc.com) at no charge through ARC Southern (706 821-0405) beginning **Thursday, February 14, 2019**. Bidders are cautioned that submitting a package without Procurement of a complete set are likely to overlook issues of construction phasing, delivery of goods or services, or coordination with other work that is material to the successful completion of the project. Bidders are cautioned that acquisition of documents through any other source is not advisable. Acquisition of documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

A Mandatory Pre-Proposal Conference will be held on Tuesday, March 12, 2019 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605, Augusta, GA 30901.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, March 14, 2019 @ 5:00 P.M. No RFP will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle February 14, 21, 28, March 7, 2019
Metro Courier February 14, 2019

Item # 10

OFFICIAL



RFP Opening RFP Item #19-186
Design Services - Law Department Renovations
for Augusta, GA Central Services Department –
Facilities Maintenance Division
RFP Date: Thursday, March 28, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 158
Total Electronic Notifications (Demandstar): 21
Georgia Registry: 903
Mandatory Pre-Proposal/Telephone Conference Attendees: 2
Total packages submitted: 1
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify #	Addendum 1	SAVE Form	Original	6 Copies	Fee Proposal
Chris Booker & Associates 670 Broad Street Augusta, GA 30901	Yes	667907	Yes	Yes	Yes	Yes	Yes
Blount's Complete Home 2907C Tobacco Road Hephzibah, GA 30815							

Item # 10



RFP Opening RFP Item #19-186
Design Services - Law Department Renovations
for Augusta, GA Central Services Department –
Facilities Maintenance Division

Evaluation Meeting: Tuesday, March 23, 2019 @ 9:00 a.m.

Vendors			Chris Booker & Associates 670 Broad Street Augusta, GA 30901	Chris Booker & Associates 670 Broad Street Augusta, GA 30901
Phase 1			Ranking of 0-5 (Enter a	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)	Weighted Scores
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
2. Qualifications & Experience	(0-5)	15	5	75
3. Organization & Approach	(0-5)	15	5	75
4. Scope of Services Experience with Code review for egress, ADA and other pertinent life safety issues. • Experience with Preparation of Bid Documents to include: O Project Data Sheet for Permitting O Plans and specifications required for bid and construction • Experience with preparation of design drawings	(0-5)	20	3	60
5. Schedule of Work	(0-5)	10	5	50
6. References	(0-5)	5	5	25
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)				
Within Richmond County	5	10	5	50
Within CSRA	5	6		0
Within Georgia	5	4		0
Within SE United States (includes AL, TN, NC, SC, FL)	5	2		0
• All Others	5	1		0
Phase 1 Total - (Total Maximum Ranking 25 - Maximum Weighted Total Possible 375)			23	335
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)				
8. Presentation by Team	(0-5)	10		0
9 Q&A Response to Panel Questions	(0-5)	5		0
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)				
Lowest Fees	5	10	5	50
Second	5	6		0
Third	5	4		0
Forth	5	2		0
Fifth	5	1		0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			5	50
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be				
Total Cumulative Score (Maximum point is 500)			28	385
Internal Use Only				
Evaluator: Cumulative		Date: 4/23/19		Item # 10
Procurement Department Representative: _____ Nancy Williams _____				
Procurement Department Completion Date: 4/23/19				



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 ~~FAA~~

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

TO: Ms. Geri Sams, Director, Procurement Department

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

DATE: April 24, 2019

SUBJECT: RFP #19-186 Law Department Renovations - Recommendation

Proposals for the referenced RFP were received on March 28, 2019.

The evaluation team convened on April 23, 2019 to review the information provided by the sole prospective vendor outlining their team and qualifications relative to meeting the work required under this RFP. The firm, Chris Booker Architect (CBA), was judged to be well qualified to perform the required scope of work. The \$40,000 price proposal submitted by CBA was based on an estimated project budget of \$500,000.00. This assumed project budget is substantially over what Augusta has budgeted.

Central Services recommends that we negotiate with CBA to adjust the scope of the project and their fee to determine if we can reconcile the project and available funding. We respectfully request that a meeting be scheduled with CBA, Procurement and Central Services to discuss this matter and that Procurement request any additional paperwork from CBA required under this RFP.

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

Cc: Takiyah A. Douse
Tony McDonald
Wayne Brown

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.

Mandatory Pre-Proposal Conference Sign-in Sheet
RFP Item #19-186 Design Services - Law Department Renovations
For Augusta, Georgia – Central Services Department-Facilities Maintenance Division
Tuesday, March 12, 2019 @ 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. Tabitha Daniels <i>Tabitha Daniels</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-4251	706-821-2811	procbidandcontract @augustaga.gov	
3. Rick AREE	CENTRAL SERVICES		706-821- 1595		racree@ augustaga. gov	
4. ED BOYEN	CB ARCHITECTS	670 Broad St Augusta, GA	706-798-6792		ed@cbarchitects.com	PRIME
5. Melissa Chavis	CB ARCHITECTS	670 Broad St. Augusta, GA	706-798-6792	706-798-2836	Melissa@ cbarchitects.com	PRIME
6. Jimmy Blount	Blount's Complete Home	2907C Tobacco Rd Hephzibah, GA 30815	706/793-9080	706/793-9083	jblount@hometeam.com	PRIME
7. Jared Blount	Blount's Complete Home	2907C Tobacco Rd Hephzibah, GA 30815	706-793-9080	706-793-9083	jblount@hometeam.com	PRIME

Mandatory Pre-Proposal Conference Sign-in Sheet
RFP Item #19-186 Design Services - Law Department Renovations
For Augusta, Georgia – Central Services Department-Facilities Maintenance Division
Tuesday, March 12, 2019 @ 10:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. <i>Lauren Saul</i>	<i>Compliance</i>	<i>535 Telfair St. Suite 530 Augusta, GA 30901</i>	<i>706-821-2406</i>		<i>lsaul@ augustaga.gov</i>	
9.						
10.						
11.						
12.						
13.						
14.						
15. # 10						

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User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-19-186-0-2019/nw

Bid Name Design Services - Augusta Law Department Renovations

2 Document(s) found for this bid

21 Planholder(s) found.

[Add Planholder](#)

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Carter Watkins Associates Architects, Inc.	7702677799		1			Documents
Christopher Booker & Associates, PC	7067986792		2			Documents
Clemons Rutherford & Assoc Inc	8503856153	8503868420	1			Documents
ConstructConnect	8772271680	8665708187	1			Documents
Cooper Carry	4042372000		1			Documents
Cranston Engineering Group	7067221588		1			Documents
CRUISE SECURITY SYSTEMS INC	7067362500	7067365777	1	1. Small Business 2. Woman Owned		Documents
Dodge Data	4133767032		2			Documents
entram corp	9418759017	9418760458	2			Documents
Innovation design & Consulting Engineers	9412643815		1			Documents

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-19-186-0-2019/nw

Bid Name Design Services - Augusta Law Department Renovations

2 Document(s) found for this bid

21 Planholder(s) found.

[Add Planholder](#)

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
Pond	6783367740		1			Documents
Pond & Co.	9126959619		2			Documents
Pond & Company	6783367740	6783367744	1			Documents
Raymond Engineering- Georgia, Inc.	7704839592	7704838082	1			Documents
Rosser International	4048887068		1			Documents
Sizemore Group	4046050690	4046050890	1			Documents
Smallwood, Reynolds, Stewart, Stewart	4042335453	4042335453	1			Documents
Tambercon, LLC	7064951006		1			Documents
Thornton Tomasetti	2123672855	2124972355	1			Documents
TLC Engineering Solutions	4074871013	4078359926	1			Documents

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Member Name City of Augusta, GA (Augusta Commission)

Bid Number RFP-19-186-0-2019/nw

Bid Name Design Services - Augusta Law Department Renovations

2 Document(s) found for this bid

21 Planholder(s) found.

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Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
TreanorHL	7858424858		1			Documents

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Item # 10

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

2KM Architects
529 Greene Street
Augusta, GA 30901

Woodhurst Architects
607 15th Street
Augusta, GA 30901

Harley & Associates Architects
718 Broad Street
Augusta, GA 30901

Definitive Designs Group
4270 Frontage Road
Augusta GA 30909

A&S Engineering, LLC
Attn: Teresa Smith
Civil Engineering Services
PO Box 2413
Evans, GA 30809

Pond & Company
621 NW Frontage Road, Suite 320
Augusta, GA 30907

Studio 3 Design Group
1617 Walton Way
Augusta, GA 30904

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

Johnson Laschober & Associates
1296 Broad Street
Augusta, GA 30901

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

EMC Engineering Services
4106 Colbern Blvd, Ste. 105
Evans, GA 30809

Attn: Scott Williams
Cranston Engineering
452 Ellis Street
Augusta, GA 30903-2546

W. K. Dickson & Co.
1450 Greene Street
Suite 225
Augusta, GA 30901

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

Chris Booker & Associates
670 Broad Street
Augusta, GA 30901

Alan Venable Architects
309 11th Street
Augusta, GA 30901

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

Attn: Rick Toole
Benesch
1005 Broad Street, Suite 200
Augusta, Ga 30901

Goodwyn, Mills & Cawood
1450 Greene St, Suite 505
Augusta, GA 30901

Moreland Altobelli
2450 Commerce Avenue
Suite 100
Duluth, GA 30096-8910

Takiyah Douse
Central Services Department

Rick Acree
Central Services-Facilities Maint.

Phyllis Johnson
Compliance Office

RFP Item #19-186
Law Department Renovations-Construction
Documents
For Central Services Department -Facilities
Maintenance Division
Bid Due: Thurs. 03/28/19 @ 11:00 A.M.

RFP Item #19-186
Law Department Renovations-Construction
Documents
For Central Services Department-Facilities
Maintenance Division
Mailed: 2/14/19

Item # 10

582406777	Wright Mitchell & Associates Inc 2019-02-18	wmarchpc@bellsouth.net Wright, Jr., Tom	N	NOM
264163355	Wubben Architectural Design and Devel. 2019-02-18	sandi@wubbenapc.com Wubben, Sandi	N	NOM
581874253	X-nth, Inc. 2019-02-18	pgalfas@x-nth.com Galfas, Patsy	N	NOM
043537915	YELLOWFIN DIRECT MARKETING INC 2019-02-18	splash@yellowfindirect.com DAVHAZ, DAVHAZ	N	NOM
582157309	YSM Design, P.C. 2019-02-18	miguel@ysmdesign.com Yelos San Martin, Miguel	Y	HIA
900785616	ZACS International LLC 2019-02-18	benc@zacsint.com Catarinichia, Benedetto	N	NOM
652012775	ZIYO DESIGN, LLC. 2019-02-18	todd@ziyodesign.com Zhang, Todd	Y	ASA
582509270	Zanardo Architects, P.C. 2019-02-18	szanardo@zanardopc.com Zanardo, Scott	N	NOM
030417785	Zurita Architects 2019-02-18	tglobig@rzaps.com Globig, Til	N	NOM
264198007	ai3 studio, LLC 2019-02-18	jremling@ai3online.com Remling, Joe	N	NOM
201147263	ai3,inc. 2019-02-18	jremling@ai3online.com Remling, Joe	N	NOM
	ai3,inc. 2019-02-18	pjohnson@ai3online.com Johnson, Patrick		
254197962	ainajames 2019-02-18	jimtaina@yahoo.com aina, james	Y	AFA
581852628	bias enterprises inc. 2019-02-18	biasent@bellsouth.net bias, randy	Y	AFA
303253646	ci DREAMS, Inc. 2019-02-18	cj@cjdreams.com Jackson, Carmen	Y	AFA
465581613	cybeRAssure 2019-02-18	info@arecyber.com Redman, Michael	N	NOM
274670451	designONE studio, llc 2019-02-18	dan@designONE-studio.com Waterman, Daniel	N	NOM
200231935	ikon5 architects llc 2019-02-18	atikku@ikon5architects.com Tikku, Arvind	N	NOM
	ikon5 architects llc 2019-02-18	kmeeker-cohen@ikon5architects.com Meeker-Cohen, Katherine		
330990684	ims 2019-02-18	ga@imsinfo.com ims, ga	N	NOM
900165722	kronberg wall architects 2019-02-18	awall@kronbergwall.com wall, adam	N	NOM
256946187	parteevanessa 2019-02-18	vanessapartee@yahoo.com partee, vanessa	N	NOM
582592217	plexus research and design, inc. 2019-02-18	elewitt@plexusrd.com lewitt, erik	N	NOM
255430917	space managementcapl 2019-02-18	dnemec@spaceplan.gatech.edu space management, capital planning	N	NOM
043089289	the Collaborative 2019-02-18	aparker@thecollaborative.com Parker, Angela	Y	AFA
061690916	the creative eye, llc 2019-02-18	dperkins@tcearchitects.net perkins, david	Y	AFA
581274188	tvsdesign 2019-02-18	chaislip@tvsdesign.com Haislip, Corrie	N	NOM

ETHNIC GROUP	COUNT
African American	135
Asian American	20
Native American	9
Hispanic/Latino	18
Pacific Island/American	0
Non Minority	721
Not Classified	0
Total Number of Vendors	903
Total Number of Contacts	1568

19-186 Georgia Procurement Registry
Vendor Summary

Item # 10



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on May 28, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 5/28/2019

ATTENDANCE:

Present: Hons. Sias, Chairman; Clarke, Vice Chairman; Davis and B. Williams, members.

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

ADMINISTRATIVE SERVICES

1. Motion to approve HCD's Memorandum of Understanding with Warrick Dunn Charities/Warrick Dunn Communities in support of the Augusta Housing and Community Development Department's Laney Walker/Bethlehem Redevelopment Project. **Item Action:** Approved

Motions

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

2. Motion to approve Housing and Community Development Department's (HCD's) request to provide an amendment to 1114 D'Antignac agreement. **Item Action:** Approved

Motions

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

3. Motion to approve Housing and Community Development Department's (HCD's) affordable housing request to provide HOME funding to assist two **Item Action:** Approved

Item # 11

(2) low to moderate income homebuyers with gap financing, down payment and closing cost to purchase homes.

Motions

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

4. Motion to approve Housing and Community Development Department's (HCD's) affordable housing request to provide funding to assist two (2) low to moderate income homebuyers with down-payment assistance to purchase a home. **Item Action:** Approved

Motions

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

5. Motion to approve Housing and Community Development Department's (HCD's) request to amend the contract for construction of one (1) single-family affordable housing unit. **Item Action:** Approved

Motions

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

6. Motion to approve Housing and Community Development Department's (HCD's) 2019 Seeds For Life Grant Program **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve				Passes

Item # 11

Motion to
approve.
Motion Passes 4-0.

Commissioner
Bobby Williams

Commissioner
Mary Davis

7. Motion to approve the minutes of the Administrative Services Committee held on May 14, 2019.
- Item
Action:
Approved**

Motions

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

8. Motion to adopt the Augusta, Georgia Film Policy for requests to film on city property.
- Item
Action:
Approved**

Motions

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

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**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Policy for requests to film on Augusta, Georgia property**

Department: Central Services Department

Presenter:

Caption: Motion to **adopt** the Augusta, Georgia Film Policy for requests to film on city property. **(Approved by Administrative Services Committee May 28, 2019 deferred from the Commission meeting held on June 4, 2019)**

Background: On June 20, 2017 the Augusta Commission declared Film Augusta, a division of the Augusta Convention & Visitor's Bureau, the official film liaison to the film industry for Augusta, GA. Film Augusta provides assistance to film projects of various types including feature films, commercials, music videos, documentaries and television series. Film Augusta, provides location assistance, locates business resources needed for filming, connects productions with local crew, provides other film related support services, and facilitates all communication with government offices and departments of Augusta, Georgia.

Analysis: As requests to film on city property have increased, there is a need for a streamlined process to funnel these requests in a timely and effective fashion. This process designates the Central Services Department as the point of contact to field all requests to film on city owned property or in city right of ways. This process allows the City of Augusta to remain film friendly, provide exceptional customer service to the film industry, and protects the city from any liability related to filming.

Financial Impact: There is no financial impact involved in adopting a policy.

Alternatives: 1. Adopt the Augusta, Georgia Film Policy for requests to film on city property. 2. Do not adopt the policy.

Recommendation: Adopt the Augusta, Georgia Film Policy for requests to film on city property.

Cover Memo
Item # 12

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

REVIEWED AND APPROVED BY:

Augusta, Georgia Film Policy

Background

On June 20, 2017 the Augusta Commission declared Film Augusta, a division of the Augusta Convention & Visitor's Bureau, the official film liaison to the film industry for Augusta, GA. Film Augusta provides assistance to film projects of various types including feature films, commercials, music videos, documentaries and television series. Film Augusta, provides location assistance, locates business resources needed for filming, connects productions with local crew, provides other film related support services, and facilitates all communication with government offices and departments of Augusta, Georgia.

As requests to film on city property have increased, there is a need for a streamlined process to funnel these requests in a timely and effective fashion. This process designates the Central Services Department as the point of contact to field all requests to film on city owned property or in city right of ways. This process allows the City of Augusta to remain film friendly, provide exceptional customer service to the film industry, and protects the city from any liability related to filming.

Approval Process

All productions interested in filming or staging on City owned property or public right of ways must register and complete all required forms through Film Augusta who will submit the completed packet to the Central Services Director, as directed by the Administrator, for processing and approval. If a production is requesting the use of City owned property or a public right of way, Film Augusta will provide the production a 'City Application to Film in Augusta' and a 'Property Use Release and Indemnification Agreement' for completion and inclusion in their film request packet.

The fully completed request packets must be received by the Central Services Department a minimum of five business days prior to filming to secure appropriate authorizations for use of a public facility and/or public right of way.

- All approvals are issued on a first come, first serve basis and the logistical complexity of the project may affect the time frame needed for approval.
- Approval or denial of an application for filming shall be provided to the applicant in writing. Failure to receive a response does not signify approval or denial of the application.
- Payment, executed authorizations, and certificate of insurance is required prior to production.

The Film Augusta Registration review process may include but not limit the following Augusta, Georgia departments and offices:

- Administrator's Office
- Central Services Department
- Finance Department – Risk Management Division
- Fire Department
- Richmond County Marshal's Office
- Richmond County Sheriff's Office

Augusta, Georgia Film Policy

Approval of a request to film or stage on Augusta, Georgia owned property or public right of way does not circumvent any additional needed authorizations or documents set by other agencies.

As needed, the Central Services Director will coordinate with or refer to the appropriate Augusta, Georgia department or office impacted by the request to film application for review, evaluation, investigation, and recommendation regarding approval or denial of the application. The Central Services Director will coordinate with Film Augusta for any additional information needed surrounding the nature of the film, distribution intentions, and/or other pertinent data to determine final authorization. The Administrator's signature is required on the Property Use Release and Indemnification Agreement prior to approval of all productions requesting to film or stage on City owned property or public right of ways.

Fees

Requests for filming in a public facility during normal business hours may require the payment of usage fees, additional approvals and or security measures to be taken. Augusta, Georgia welcomes film and video productions using City property, as long as the primary responsibility to provide services and protection to the general public is not impaired and provided that Augusta, Georgia is compensated for the time, labor and all other costs associated with allowing the utilization of City owned property and facilities.

If Augusta, Georgia personnel is needed there will be additional costs associated with the request. All additional costs will be determined prior to filming. The actual costs of such said fees are determined on a case by case basis, dependent upon the facility, labor force needed and security requirements. All fees are paid directly to the Finance Department.



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Recodification of the Augusta, GA Code**

Department:

Presenter: Mayor Hardie Davis, Jr.

Caption: Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on October 3, 2017.
(Requested by Mayor Hardie Davis, Jr.)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Mayor Hardie Davis, Jr.
Sent: Thursday, June 06, 2019 11:29 AM
To: Lena Bonner
Cc: Marcus Campbell; Latisha McMillan
Subject: Re: Agenda items

Ms. Bonner thank you. Please exclude the TIA Resolution. I was not aware that this had been done.

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From: Lena Bonner
Sent: Thursday, June 6, 2019 10:46:04 AM
To: Mayor Hardie Davis, Jr.
Cc: Marcus Campbell; Latisha McMillan
Subject: RE: Agenda items

Mr. Mayor,

Will do as requested, however on April 16, 2019 the Commission approved the attached resolution in support of the upcoming TSPLOST 2022.

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: Mayor Hardie Davis, Jr. <HDavisJr@augustaga.gov>
Sent: Thursday, June 06, 2019 8:35 AM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Marcus Campbell <MCampbell@augustaga.gov>; Latisha McMillan <LMcMillan@augustaga.gov>
Subject: Agenda items

Ms. Bonner,

Good morning. Please add the following items to the special called meeting and committee agenda for next week.

Special Called Meeting

1. Motion to approve TIA Resolution in support of regional TSPLOST 2022

Item # 13

Administrative Services

1. Discuss shared vision for City of Augusta and establish Commission goals and priorities for 3 year period using SMART concept
2. Discuss 2020 Census needs and identify funding for Complete Count Committee
3. Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on
4. Motion to approve procuring firm to conduct disparity study.
5. Receive status update from staff regarding Records Management & Retention System implementation

Finance

1. Establish Commission budget priorities for 2020 budget using best practices from other cities
2. Discuss and define the scope of e economic development emphasis for the City through three distinct priorities.

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AED:104.1



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Records Management & Retention System implementation**

Department:

Presenter: Mayor Hardie Davis, Jr.

Caption: Receive status update from staff regarding Records Management & Retention System implementation. **(Requested by Mayor Hardie Davis, Jr.)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Lena Bonner

From: Mayor Hardie Davis, Jr.
Sent: Thursday, June 06, 2019 11:29 AM
To: Lena Bonner
Cc: Marcus Campbell; Latisha McMillan
Subject: Re: Agenda items

Ms. Bonner thank you. Please exclude the TIA Resolution. I was not aware that this had been done.

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From: Lena Bonner
Sent: Thursday, June 6, 2019 10:46:04 AM
To: Mayor Hardie Davis, Jr.
Cc: Marcus Campbell; Latisha McMillan
Subject: RE: Agenda items

Mr. Mayor,

Will do as requested, however on April 16, 2019 the Commission approved the attached resolution in support of the upcoming TSPLOST 2022.

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: Mayor Hardie Davis, Jr. <HDavisJr@augustaga.gov>
Sent: Thursday, June 06, 2019 8:35 AM
To: Lena Bonner <lbonner@augustaga.gov>
Cc: Marcus Campbell <MCampbell@augustaga.gov>; Latisha McMillan <LMcMillan@augustaga.gov>
Subject: Agenda items

Ms. Bonner,

Good morning. Please add the following items to the special called meeting and committee agenda for next week.

Special Called Meeting

1. Motion to approve TIA Resolution in support of regional TSPLOST 2022

Item # 14

Administrative Services

1. Discuss shared vision for City of Augusta and establish Commission goals and priorities for 3 year period using SMART concept
2. Discuss 2020 Census needs and identify funding for Complete Count Committee
3. Receive update from Law Department and Clerk of Commission regarding status of MUNICODE implementation for City of Augusta as approved by the Commission on
4. Motion to approve procuring firm to conduct disparity study.
5. Receive status update from staff regarding Records Management & Retention System implementation

Finance

1. Establish Commission budget priorities for 2020 budget using best practices from other cities
2. Discuss and define the scope of e economic development emphasis for the City through three distinct priorities.

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AED:104.1



**Administrative Services Committee Meeting
6/11/2019 1:15 PM
Revised SES Severance Package**

Department:

Presenter:

Caption: Motion to **amend** Ordinance Code of Augusta Georgia, Title One, Chapter Seven, Article Four, Section 1-7-51 by repealing **Sections 500.308 through 500.315** of the PPPM related to Senior Executive Service (“SES”) employees; and to **adopt** a new **SES Policy and Procedures** revising those related to SES groups and severance pay. **(Approved by the Policy & Procedures Subcommittee May 29, 2019)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Senior Executive Service Severance

POLICY

1.0 SENIOR EXECUTIVE SERVICE POLICY SUMMARY

Senior Executive Service ("SES") employees are employed on an at-will basis, have no propriety interest in their positions, and, thus, are not afforded due process rights with respect to the termination of their employment. Accordingly, this policy sets forth Augusta Georgia's policy to provide certain benefits to SES employees under defined circumstances.

2.0 SEVERANCE POLICY STATEMENT:

A. Eligibility

1. Discharges without Cause. All SES employees who have completed one (1) year of continuous employment with Augusta, Georgia, and who are separated without cause, by vote of the Commission, are eligible to receive severance pay. *Discharges without cause* include resignations in lieu of termination.
2. Voluntary Resignations. Only SES employees who were hired in, or promoted to, an SES position, *prior to (effective date of the policy)*, are eligible to request severance for voluntary resignations if they have completed one year of continuous employment with Augusta, Georgia; provide at least thirty (30) calendar days' written notice of his/her resignation from employment with Augusta, Georgia ("Notice Period"); and continue to perform in a satisfactory manner during the Notice Period.

Payment of severance pay for voluntary resignations is at the sole discretion of the Commission. The Administrator or the Commission may waive, entirely or partially, the Notice Period requirement.

B. Agreement and Release

1. All SES employees must execute a Separation Agreement and General Release with Augusta, Georgia, in order to receive severance pay.

C. Severance Schedule

1. SES Group I shall be eligible for one (1) month of severance pay after the first year of employment and an additional month of severance pay for each additional full year worked in a SES position, not to exceed a maximum of six (6) months of severance pay. *up*
2. SES Group II shall be eligible for three (3) months' severance pay after the first year of employment as a SES Group IIV employee and an additional month of severance pay for each additional full year worked as a SES level II employee not to exceed a maximum of three (3) additional months of severance pay, for a total not to exceed 6 months.
3. Employment time serving in a non-SES position will not be credited for prior years of service under this policy if subsequently promoted to a SES position.
4. Severance pay shall be based on the employee's most recent date of continuous service in an SES position.
5. No SES employee shall be permitted to receive more than 6 months of severance pay.

D. Disqualification from Severance Pay

SES employees are not eligible for severance pay if they leave employment with Augusta, Georgia, under the following conditions:

1. Discharge for Cause;
2. In the event an Augusta, Georgia function or service is contracted, assigned, or otherwise transferred to another entity and Augusta, Georgia employees in that function or service are offered employment by the other entity within thirty (30) days of contract, assignment, or transfer, provided the employee receives a substantially similar salary and benefit package;
3. Voluntary separation, *excluding* SES employees hired in, or promoted to, an SES position [prior to effective date of the policy].

3.0 PENSION BENEFIT POLICY STATEMENT

SES level employees employed with Augusta, Georgia shall be 100% vested in their normal retirement benefit immediately upon becoming a participant in Augusta, Georgia pension plan.

4.0 REDUCTION IN FORCE POLICY STATEMENT

If an SES Group member 1) is involuntarily separated from employment with Augusta, Georgia in accordance with reduction in force guidelines approved by the Augusta, Georgia Board of Commissioners; 2) is vested in a normal retirement benefit under the terms of an Augusta, Georgia Defined Benefit Plan at the time of said separation; and 3) has executed any and all waiver agreements or releases required by Augusta, Georgia in connection with said reduction in force, then the SES Group member shall be credited with an additional five (5) years of Credited Service under the Augusta, Georgia pension plan solely for purposes of computing the amount of any retirement or death benefit payable to or on behalf under the terms of the pension plan. Said Credited Service shall not be counted for purposes of meeting the minimum service requirements for vesting or retirement or death benefit eligibility under the pension plan.

5.0 ANNUAL LEAVE POLICY STATEMENT

SES employees will be credited with five (5) years additional service for purposes of determining the rate at which Annual Leave will accrue. There is no waiting period before SES employees can use Annual Leave. Thus, SES employees shall begin to accrue Leave immediately upon employment and will be entitled to take Annual Leave immediately upon accrual. Annual Leave accrual and carryover for SES employees is capped at three hundred fifty (350) hours.

6.0 MOVING AND RELOCATION EXPENSES POLICY STATEMENT

Subject to the approval of the Administrator or Commission, newly hired SES employees may be reimbursed by Augusta, Georgia, for relocation expenses, including temporary housing for Employee for house hunting. Augusta, Georgia may also elect to pay directly for the expenses of moving employee and his or her household to Augusta, Georgia. Such relocation and moving expenses shall not exceed ten (\$10,000) thousand US Dollars. If such expenses exceed ten thousand dollars (\$10,000), the Administrator or the Commission, in its sole discretion, may review and authorize such expenses to include parking,

moving, storage cost, unpacking, temporary housing, and insurance charges. SES employee agrees to secure at least three (3) bids from reputable moving companies for such services, and shall use the lowest most responsible and responsive bidder.

7.0 SES EMPLOYEE PROBATIONARY PERIOD

SES employees are not subject to normal and customary probationary periods.

8.0 COMPLIANCE RESPONSIBILITIES

Human Resources Department is responsible for this policy and has the authority to implement the policy. The Human Resources Director may apply appropriate interpretations to administer and clarify the policy provided that the interpretations do not result in substantive changes to the underlying policy.

9.0 PROCEDURES TO IMPLEMENT POLICY

Human Resources Department may develop procedures or other supplementary information to support the implementation of this policy. Such supporting documentation requires the approval of the Administrator but does not require the approval of the Commission.

10.0 APPLICABILITY

This Policy is applicable to SES employees only.

11.0 DEFINITIONS

Senior Executive Service Employees: Key executive level employees of the organization shown as follows:

SES Group	Organizational Job Title	SES Group	Organizational Job Title
II	Administrator	I	Planning & Development Director
II	Clerk of Commission	I	Procurement Director
II	Compliance Director	I	Recreation & Parks Director
II	General Counsel	I	Senior Staff Attorney
		I	Staff Attorney
I	Animal Services Director	I	Transit Director
I	Central Services Director	I	Utilities Director
I	Deputy Administrator	I	Warden
I	Deputy General Counsel	I	911 Director

I	Emergency Management Service (EMA) Director		
I	Engineering Director	I	Airport Operations Director
I	Environmental Services Director	I	Airport Engineering and Maintenance Director
I	Finance Director	I	Airport Fire Chief
I	Fire Chief	I	Airport Marketing Director
I	Human Resources Director	I	Airport Aircraft Services Director
I	Housing & Community Development Director	I	Airport Finance and Administration Director
I	Information Technology Director		

Severance Pay: Payment of the employee's base rate of pay for a specified period of time by salary continuation or a lump sum payment. **Note:** SES employees hired in, or promoted to, an SES position prior to [effective date of the policy] may receive the salary continuation option unless they request a lump payment. All other SES employees shall receive lump sum payments unless the Commission approves salary continuation.

Voluntary Separation: Any termination of employment that is initiated by the employee rather than Augusta, Georgia.

PROCEDURE

SENIOR EXECUTIVE SERVICE (SES) PROCEDURES

May 13, 2019

Procedures for SES Severance Pay (See 2.0 Severance Policy Statement)

1. NOTICE OF INTENT TO RESIGN/RESIGNATIONS

- a. Notice of Intent: SES level employees must provide at least thirty (30) calendar days' written notice of their intent to resign, i.e., resignation, from employment with Augusta, Georgia ("Notice Period"), along with their request for severance. All resignations requesting severance must be submitted through the employee's chain of command, i.e., employee's Department Director. Department Directors shall submit all resignations requesting severance to the Administrator who shall submit such resignations to the Commission for consideration. Any resignation requesting severance made by the Administrator must be submitted to the Clerk of Commission who shall submit such resignations to the Commission.
- b. Request for Severance: All requests for severance pay must be contained within written notification of their intent to resign, i.e., resignation letter, from their employment with Augusta, Georgia.
- c. Waiver of Notice Period: SES employees requesting a waiver of the (30) day "Notice Period" for severance pay, must include their request for waiver as part of their written notification of their intent to resign from their employment with Augusta, Georgia.
- d. Rescindment of Resignations: Any SES employee who submits her resignation in which a request for severance was made and later wishes to rescind this resignation must provide written notice of the rescindment to her Department Director.

2. COMMISSION APPROVAL

- a. After receiving requests for severance pay, the Administrator and/or General Counsel shall place the employee's request on the next available Executive Session agenda for consideration by the Commission.
- b. If the Commission agrees to grant the severance request, the Commission will make a public vote at the next available Commission meeting. No employee shall be granted more than six (6) months of severance pay.
- c. If the public vote passes, General Counsel will provide the employee with a Separation Agreement and General Release of Claims Agreement, and the employee will have five (5) business days to review, sign and return the release to General Counsel. All requests for severance are contingent upon the execution of a Separation Agreement and General Release of Claims Agreement between the employee and Augusta, Georgia.

3. SEVERANCE PAY SCHEDULE

- a. Severance Schedule:
 1. SES Group I shall be eligible for one (1) month of severance pay after the first year of employment and an additional month of severance pay for each additional year.

SENIOR EXECUTIVE SERVICE (SES) PROCEDURES

May 13, 2019

worked in a SES position, not to exceed a maximum of six (6) months of severance pay.

2. SES Group II shall be eligible for three (3) months' severance pay after the first year of employment as a SES Group IIV employee and an additional month of severance pay for each additional full year worked as a SES level II employee not to exceed a maximum of three (3) additional months of severance pay, for a total not to exceed 6 months.
 3. Employment time serving in a non-SES position will not be credited for prior years of service under this policy if subsequently promoted to a SES position.
 4. Severance pay shall be based on the employee's most recent date of continuous service in an SES position.
- b. Payments: SES employees hired in, or promoted to, an SES position prior to [effective date of the policy] may receive the salary continuation option unless they request a lump payment. All other SES employee shall receive lump sum payments unless the Commission approves salary continuation.

DRAFT

Item # 15

ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, TITLE ONE, CHAPTER SEVEN, ARTICLE FOUR, SECTION 1-7-51 RELATING TO THE ADOPTION OF PERSONNEL POLICIES AND PROCEDURES OF AUGUSTA, GEORGIA; TO REPEAL SECTIONS 500.308 THROUGH 500.315 OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL RELATED TO SENIOR EXECUTIVE SERVICE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Personnel Policies and Procedures Manual ("PPPM") currently includes policies and procedures related to Augusta, Georgia's Senior Executive Service ("SES") employees;

WHEREAS, Augusta, Georgia periodically reviews and updates its policies to reflect the developing needs of the government and desires to update its policies and procedures for SES employees;

WHEREAS, Augusta, Georgia, desires to repeal all sections of the PPPM related to SES employees and to adopt new SES policies and procedures, separate from the PPPM; and

WHEREAS, it is the desire of the Augusta Commission ("the Commission") to update the PPPM by repealing Sections 500.308 through 500.315 related to SES to enable the Commission to adopt new and separate policies and procedures for its SES employees.

THE AUGUSTA, GEORGIA COMMISSION ordains as follows:

SECTION 1. Augusta, GA. Code Section 1-7-51, also known as the Augusta, Georgia Personnel Policy and Procedures Manual, is hereby amended by striking through the existing text of Sections 500.308 through 500.315, as set forth in "Exhibit A," attached hereto

SECTION 2. This ordinance shall become effective upon adoption in accordance with applicable laws.

SECTION 3. The sections, paragraphs, sentences, clause and phrases of this ordinance are severable. Should any provision of this ordinance be rendered invalid by a court of law, the remaining provisions shall continue in force and effect until amended or repeal by action of the Commission.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Approved and adopted this ____ day of _____, 2019.

Hardie Davis, Jr.
As its Mayor

Attest:

Lena J. Bonner, Clerk of Commission

Seal:

CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Ordinance was duly adopted by the Augusta, Georgia Commission on _____, 2019 and that such Ordinance has not been modified or rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Ordinance which was approved and adopted in the foregoing meeting(s).

Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date: _____

First Reading: _____

Second Reading _____

EXHIBIT A

Strike:

Section 500.308 Senior Executive Service (SES) Group

The Senior Executive Service (SES) Group consists of key executive level employees of the organization. SES employees are employees at will throughout the term of their employment and do not obtain a property interest in their position at any time. SES employees are not entitled to appeal their terminations to the Personnel Board.

Definitions of SES Groups

- ~~The SES Group I covers a wide spectrum of executive level jobs involving a high level of professional expertise or managing managers and professional staff on a daily basis, as well as leading and directing daily operational type work to subordinates. They also may manage their department's budget. SES Group I also includes employees who actively participate in developing organization policy for Elected Officials or Independent Boards or Authorities and report directly to the Elected Official or Independent Board or Authority. Jobs in this category contribute largely through the use of their level of professional expertise. Salary range for the SES Group I is from \$70,000 to \$130,000 per annum.~~
- ~~The SES Group II covers executive level employees that typically report to the SES III Group. The incumbents in this category typically contribute through their people leadership. They are in essence known as technical experts who deliver a job that is key to the organization through their professional leadership. Incumbents in this category, typically rely on extensive experience and judgment to plan and accomplish goals. Incumbents in this category may perform a variety of tasks, lead and direct the work of others, oversee the entire regulation process for services requiring governmental approval by ensuring that all necessary applications are filed and handling all government interactions. They are responsible for developing procedures and formalizing them through approval processes to ensure regulatory compliance. A wide degree of creativity and latitude is expected within their department and organization. The salary range for SES II Group is from \$80,000 to \$140,000 per annum.~~
- ~~The SES Group III covers employees who actively participate in developing organization policy and report directly to the Commission or Administrator. They advise the Commission or Administrator on strategy. In essence, they are responsible for defining business strategy and contributing to the organization through their vision. They are responsible for managing multiple departments in the organization. They also have relative autonomy to adjust budgets in their departments. Incumbents in this category, ensures services meet organization standards as well as all applicable government regulations. Market value of these positions is a key factor in inclusion in this category. The salary range for SES III is from \$90,000 to \$150,000 per annum.~~
- ~~The SES Group IV covers employees who actively make formal recommendations to the Elected Official(s), Commission, or Board on matters relating to organizational policies and procedures. They plan strategy and seek approval from the Elected Official(s),~~

Commission, or Board to implement such strategy. They are visionaries and are responsible for directing high level strategic activities of the organization. They ensure that strategic results of the overall organization are accomplished successfully. The compensation of SES IV employees is to be determined by the Commission.

The following positions are identified and confirmed as Augusta, Georgia's SES Group:

SES Group	Organizational Job Title	SES Group	Organizational Job Title
IV	Administrator	I	Board of Elections Director
IV	General Counsel	I	Daniel Field Director
IV	Clerk of Commission	I	Animal Services Director
IV	EEO, DBE, & Small Business Director	I	Staff Attorney
		I	Transit Director
		I	Warden
		I	Housing & Community Development Director
III	Deputy Administrator	I	Fire Chief
III	Deputy Administrator	I	911 Director
III	Airport Executive Director	I	Airport Operations Director
III	Deputy General Counsel	I	Airport Engineering and Maintenance Director
		I	Airport Fire Chief
II	Recreation, Parks, & Facilities Director	I	Airport Marketing Director
II	Utilities Director	I	Airport Aircraft Services Director
II	Engineering Director	I	Airport Finance and Administration Director
II	Environmental Services Director	I	Sheriff's Chief Deputy
II	Human Resources Director	I	Sheriff's Colonel
II	Finance Director	I	Chief Deputy Tax Commissioner
II	Tax Assessor	I	Assistant Tax Commissioner

-II	Emergency Management Service (EMA) Director	I	Executive Director of Landbank
-II	Information Technology Director	I	Court Administrator for the Superior Court
-II	Procurement Director		
-II	Planning & Development Director		

Section 500.309 Immediate Vesting for SES Employees

~~Senior Executive Service (SES) level employees employed with Augusta, Georgia as of the effective date of this policy and hire thereafter shall be 100% vested in their normal retirement benefit immediately upon becoming a participant in Augusta, Georgia pension plan.~~

Section 500.310 SES Group Member Affected by Reduction in Work Force

~~If a SES Group member 1) is involuntarily separated from employment with Augusta, Georgia in accordance with reduction in force guidelines approved by the Augusta, Georgia Board of Commissioners; 2) is vested in a normal retirement benefit under the terms of this Plan at the time of said separation; 3) is involuntarily separated in accordance with reduction in force guidelines that remain in effect at the time of the SES Group members separation; and 4) has executed any and all waiver agreements or releases required by Augusta, Georgia in connection with said reduction in force, then the SES Group member shall be credited with an additional five (5) years of Credited Service under the Augusta, Georgia pension plan solely for purposes of computing the amount of any retirement or death benefit payable to or on behalf under the terms of the pension plan. Said Credited Service shall not be counted for purposes of meeting the minimum service requirements for vesting or retirement or death benefit eligibility under the pension plan.~~

Section 500.311 SES Group Severance Pay

~~Any SES employee who is terminated without cause, by vote of the Commission, and executes as release of claims as required and approved by the Human Resources Director, shall receive severance pay, pursuant to the Administrator's approval, as follows:~~

- ~~1. SES Groups I-III shall be eligible for one (1) month of severance pay during the first year of employment and an additional month of severance pay for each additional year worked in a SES position, not to exceed a maximum of six months of continued pay.

 - ~~1.1 Employment time serving in a non-SES position will not be credited for prior years of service under this policy if subsequently promoted to a SES position.~~
 - ~~1.2 This policy will not void any contracted agreement.~~
 - ~~1.3 This policy applies only to the employees serving in the SES level positions~~~~

~~2. SES Group IV shall be eligible for three (3) months severance pay during the first year of employment as a SES Group IV employee and an additional month of severance for each additional year worked as a SES level IV employee not to exceed a maximum of three (3) additional months of continued pay (for a total not to exceed 6 months).~~

~~2.1 Employees that previously served in a non-SES Group IV positions will not be credited for prior years of service in non-SES Group IV positions.~~

~~2.2 This policy will not void any contracted agreement.~~

~~2.3 This policy applies only to the employees serving in SES Group IV positions.~~

Section 500.312 Notice of Resignation Required for SES Employees

~~SES Group members who are in good standing and voluntarily leave their position with providing a minimum of ninety (90) days written notice of resignation shall be eligible to receive severance as described in Section 500.311. In order to qualify for severance, the SES Group member must execute a voluntary separation agreement and have approval of the Commission. In the event that an SES Group member is voluntarily leaving the organization, depending on conditions and availability of a suitable replacement, either interim or permanent, the Administrator or the Commission may waive the requirement that the SES Group member work the notice period, in whole or in part.~~

Section 500.313 Moving and Relocation Expenses for SES Employees

~~Subject to the approval of the Administrator or Commission, newly hired SES employees may be reimbursed by Augusta, Georgia for relocation expenses, including temporary housing for Employee for house hunting. Augusta, Georgia may also elect to pay directly for the expenses of moving employee and his or her household to Augusta, Georgia. Such relocation and moving expenses shall not exceed ten (\$10,000) thousand US Dollars. If such expenses exceed ten thousand dollars (\$10,000), the Administrator or the Commission, in its sole discretion, may review and authorize such expenses to include parking, moving, storage cost, unpacking, temporary housing, and insurance charges. SES employee agrees to secure at least three (3) bids from reputable moving companies for such services, and shall use the lowest most responsible and responsive bidder.~~

Section 500.314 Annual Leave for SES Employees

~~SES employees will be credited with five (5) years additional service for purposes of determining the rate at which Annual Leave will accrue. There is no waiting period before SES employees can use Annual Leave. Annual Leave accrual and carryover for SES employees is capped at three hundred twenty five (325) hours.~~

Section 500.315 SES Employee Probationary Period

~~SES employees are not subject to normal and customary probationary periods.~~