



Administrative Services Committee Commission Chamber- 7/9/2019- 1:15 PM Meeting

ADMINISTRATIVE SERVICES

1. Approve the purchase of one Airport Marshal's vehicle in the amount of \$38,519.00. The Augusta Aviation Commission approved this request on May 2, 2019..  [Attachments](#)
2. Request the replacement of one Ford F250 Utility Body truck for Recreation Trees and Landscape Division for \$34,400 using capital outlay.  [Attachments](#)
3. The Tax Commissioner's Office requests the purchase of one silver XLT 4WD Ford Explorer via bid #19-215 in the amount of \$34,712.00 - Allan Vigil Ford.  [Attachments](#)
4. Request to replace one Ford F250 Utility Body truck for Utilities Facilities Maintenance Division at a cost of \$38,760 using the GMA lease program.  [Attachments](#)
5. Augusta University small and minority business opportunities. **(Requested by Commissioner Marion Williams)**  [Attachments](#)
6. Award the contract to construct the Augusta 911 Center Addition and Renovations to Contract Management, Inc. (CMI) of Augusta in the amount of \$866,528.00. Bid Item 19-181  [Attachments](#)
7. Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee (CAC).  [Attachments](#)
8. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development for the development of three (3) single family affordable housing units for low to moderate income families.  [Attachments](#)

9. Motion to approve the minutes of the Administrative Services Committee held on June 11, 2019.  [Attachments](#)
10. 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. - referred from June 11 Administrative Services Committee)**  [Attachments](#)
11. Update from staff regarding the Depot Project. **(Commissioner Ben Hasan)**  [Attachments](#)
12. Discuss with Central Services types of air fresheners and scents placed in government buildings. **(Requested by Commissioner John Clarke)**  [Attachments](#)

www.augustaga.gov



Administrative Services Committee Meeting
7/9/2019 1:15 PM
2019 - Airport Marshal's Vehicle

Department: Central Services Department - Fleet Management Division

Presenter: Ron CRowden

Caption: Approve the purchase of one Airport Marshal's vehicle in the amount of \$38,519.00. The Augusta Aviation Commission approved this request on May 2, 2019..

Background: The Augusta Regional Airport is requesting the acquisition of one 2019 Ford Pursuit Utility Explorer for use by the Airport Marshal to accommodate the many operations activities encountered on a daily basis on and around the airfield. The SUV will replace a 2007 Ford Crown Victoria. The Augusta Regional Airport Commission has approved this purchase per the attached memorandum

Analysis: The Procurement Department published a competitive bid using the Demand Star national electronic bid application for 2019 Pursuit Utility Vehicles with the following results. Bid 19-171 – 2019 Pursuit Utility Vehicle (Ford Explorer): Civil Package: Wade Ford = \$38,519; Allan Vigil Ford = \$39,319

Financial Impact: 1- Ford Pursuit Utility Explorer @ \$38,519.00. (ACT #: 551-08-1108/61-11631)

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

Recommendation: Approve the purchase of one Airport Marshal's vehicle in the amount of \$38,519.00

Funds are Available in the Following Accounts: Approve the purchase of one Airport Marshal's vehicle in the amount of \$38,519.00, the Augusta Aviation Commission approved this request on May 2, 2019.

Cover Memo

Item # 1

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission



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

MEMORANDUM

DATE: May 23, 2019

TO: Augusta Fleet Management

FROM: Herbert Judon, Airport Executive Director *HJ*

RE: AIRPORT MARSHAL'S VEHICLE REQUEST

On May 02, 2019, at the Special Called Aviation Commission Meeting, the Board approved the request for an Airport Marshal's Vehicle in the amount of \$38,519.00. This item was budgeted at the amount of \$35,000 in the Airport Capital Equipment for 2019. The vehicle to be replaced is a 2007 Ford Crown Victoria with over 150,000 documented miles. The odometer has quit working, so we do not know how many actual miles the car has now. The Account number for this purchase is 551081108-6111631. The cost of the new Vehicle is \$38,519.00, which the Airport will fund to cover the extra \$3,519.00.

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

FOR ALL DEPARTMENTS- 2019/2020 Pursuit Utility Vehicles-BIDS OPENED 3/5/19 @ 11:00

BID 19-171

Year

Brand

Model

Delivery Date

Allan Vigil Ford	Wade Ford
2020	2020
Ford	Ford
Explorer PI	Explorer PI
10-18WEEKS	180-240 DAYS

5.03 Marshal Package

\$ 38,369.00	\$ 37,569.00
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6.03 VSO exterior paint colors each

\$ 950.00	\$ 950.00
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TOTAL FOR OPTIONS AND BASE PRICE \$ 39,319.00 \$ 38,519.00

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, March 5, 2019 @ 11:00 a.m.** for furnishing for **Augusta, GA Central Services Department - Fleet Maintenance**

Bid Item #19-170 2019 Police SUV Vehicle - Special Services Model

Bid Item #19-171 2019/2020 Pursuit Utility Vehicle - Police Model

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, February 15, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

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

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GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle January 24, 31, February 7, 14, 2019
Metro Courier January 24, 2019



**Bid Opening Item #19-171 - 2019/2020 Pursuit Utility Vehicle
for Augusta, Georgia- Central Services Department-
Fleet Maintenance Division
Bid Due: Tuesday, March 5, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 10
Total Number Specifications Download (Demandstar):
Total Electronic Notifications (Demandstar):
Mandatory Pre-Bid/Telephone Conference: N/A
Total packages submitted: 2
Total Non-Compliant: 0

VENDORS	ALLEN VIGIL FORD 6790 MOUNT ZION BLVD MORROW, GA 30260	WADE FORD INC 3860 SOUTH COBB DR SMYRNA, GA 30080
Attachment B	Yes	Yes
E-Verify Number	94460	314470
SAVE Form	Yes	Yes

VEHICLE/OPTIONS REQUIRED

5.01 Administrative Package-Police Model Pursuit Utility Standard Equipment	\$35,233.00	\$34,343.00
5.02 Civil Package Police Model Pursuit Utility Standard Equipment	\$36,670.00	\$35,878.00
5.03 Marshal Package Police Model Pursuit Utility Standard Equipment	\$38,369.00	\$37,569.00
5.04 Patrol Package Police Model Pursuit Utility Standard Equipment	\$41,431.00	\$40,449.00
5.05 Traffic Package Police Model Pursuit Utility Standard Equipment	\$41,791.00	\$40,867.00

6.00 OPTIONAL ITEMS

6.01 3.0L V6 EcoBoost Engine	\$753.00	\$751.00
6.02 Interior Upgrade	\$377.00	\$371.00
6.03 VSO exterior paint colors each	\$0 / Standard Color	\$950.00

Item # 1



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Total packages submitted: 2
Total Non-Compliant: 0

VENDORS	ALLEN VIGIL FORD 6790 MOUNT ZION BLVD MORROW, GA 30260	WADE FORD INC 3860 SOUTH COBB DR SMYRNA, GA 30080
6.04 2nd Row Cloth Seats	\$60.00	\$119.00
6.05 Dual AC with Front Controls	\$583.00	\$579.00
6.06 Painted Aluminum Wheels	\$459.00	\$451.00
6.07 SYNC Hands Free System	Available Only w/interior upgrade package-65U	Included
6.08 Keyless Remote (1extra)	\$335.00	N/C
6.09 Reverse Sensing	\$271.00	\$261.00
6.10 Blind Spot Monitoring	\$527.00	\$517.00
6.11 Engine Idle Feature	\$255.00	\$248.00
2019/2020 DODGE PURSUIT UTILITY VEHICLE, POLICE MODEL		
Year	2020	2020
Make	Ford	Ford
Model	Police Interceptor Utility / SUV AWD	K8A
Delivery	10-18 Weeks ARO	180-240 ARO



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

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

FROM: Ron Crowden, Fleet Manager, Central Services Department

DATE: March 18, 2019

SUBJECT: Recommendation for Bid #19-171 2019/2020 Pursuit Utility Vehicle

Bid #19-171 is recommended for award to Wade Ford Inc. of Smyrna, Georgia. The vendor's proposal met the requirements of the bid and was the best and lowest price for the SUV requested. Wade Ford's base price was \$890 less than Allan Vigil Ford. We have attached the breakdown with the requested options to show the vendors pricing.

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

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

RGC/kb

19 MAR 21 AM 8:47

FOR ALL DEPARTMENTS- 2019/2020 Pursuit Utility Vehicles-BIDS OPENED 3/5/19 @ 11:00

BID #19-171**Year****Brand****Model****Delivery Date**

Allan Vigil Ford	Wade Ford
2020	2020
Ford	Ford
Explorer PI	Explorer PI
10-18WEEKS	180-240 DAYS

- 5.01** Administrative Public Safety Package
- 5.02** Civil Package
- 5.03** Marshal Package
- 5.04** Patrol Package
- 5.05** Traffic Package

\$ 35,233.00	\$ 34,343.00
\$ 36,670.00	\$ 35,878.00
\$ 38,369.00	\$ 37,569.00
\$ 41,431.00	\$ 40,449.00
\$ 41,791.00	\$ 40,867.00

- 6.01** 3.0L V6 EcoBoost Engine
- 6.02** Interior Upgrade
- 6.03** VSO exterior paint colors each
- 6.04** 2nd Row Cloth Seats
- 6.05** Dual AC with Front Controls
- 6.06** Painted Aluminum Wheels
- 6.07** SYNC Hands Free System
- 6.08** Keyless Remote
- 6.09** Reverse Sensing
- 6.10** Blind Spot Monitoring
- 6.11** Engine Idle Feature

\$ 753.00	\$ 751.00
\$ 377.00	\$ 371.00
\$ -	\$ 950.00
\$ 60.00	\$ 119.00
\$ 583.00	\$ 579.00
\$ 459.00	\$ 451.00
N/A	N/A
\$ 335.00	NO CHARGE
\$ 271.00	\$ 261.00
\$ 571.00	\$ 517.00
\$ 255.00	\$ 248.00

OPTIONS TOTAL

TOTAL FOR OPTIONS AND BASE PRICE	\$	-	\$	-
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User: Mills, Phyllis

Organization:

City of Augusta, GA (Augusta Commission)

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-19-171-0-2019/nw

Bid Name 2019/2020 Pursuit Utility Vehicle - Police Model

1 Document(s) found for this bid

2 Planholder(s) found.

[Add Planholder](#)

Supplier Name	Phone	Fax	Doc Count	Attributes	Programs	Actions
ACME AUTO LEASING LLC	2032346850	2032346858	1	1. Small Business 2. Veteran Owned		Documents
Dana Safety Supply Operating as Southern Public Safety Equipment & Southern Firearms	3368545536	3368543884	1	1. Small Business		Documents

Page 1 of 1

Format for Printing

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Item # 1

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

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

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

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

GERALD JONES FORD
ATTN: TROW SNOW
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

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

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

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

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

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

RON CROWDEN
FLEET MANAGEMENT

KELLIE IRVING
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES

BID ITEM 19-171
2019/2020 PURSUIT UTILITY VEHICLES
–POLICE MODEL
FOR CENTRAL SERVICES-FLEET
MAINTENANCE DIVISION
BID MAILED OUT 01/24/19

BID ITEM 19-171
2019/2020 PURSUIT UTILITY
VEHICLES –POLICE MODEL
FOR CENTRAL SERVICES-FLEET
MAINTENANCE DIVISION
BID DUE: TUE., 03/05/19 @ 11:00 A.M.

	2019-02-18	Smith, Jason		
263620502	VADEN OF BEAUFORT 2019-02-18	CHARLES.HORTON@DANVADEN.COM HORTON, CHARLES	N	NOM
581363791	Valdosta Dodge Jeep 2019-02-18	dodgeofvaldosta@bellsouth.net Walker, Roger	N	NOM
023535396	Vantage Vehicle International, Inc 2019-02-18	cam1@vantagevehiclegroup.com Yum, Cami	Y	ASA
550845121	Voltage Vehicles 2019-02-18	akazzaz@zapworld.com Kazzaz, Amos	N	NOM
582322585	WAYNE EVANS AUCTION CO INC 2019-02-18	grace@weaci.com WAYNEEVANS, WAYNEEVANS	N	NOM
581047369	WELLS CARGO SOUTH 2019-02-18	swhite@wells cargo.com STEVE5658, STEVE5658	N	NOM
753063614	WILMAC INC 2019-02-18	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
581544713	Wade Ford, Inc 2019-02-18	jeastland@wade.com Eastland, Jack	Y	AFA
260815152	Wamar Technologies LLC 2019-02-18	jason.lindsey@wamartech.com Lindsey, Jason	N	NOM
	Wamar Technologies LLC 2019-02-18	stacey.thomas@wamartech.com Thomas, Stacey		
631084060	Warren Truck & Trailer, Inc. 2019-02-18	sjohnson@dumptrucks.com Johnson, Steve	N	NOM
261233124	Watkinsville Golf Carts 2019-02-18	dstern@watkinsvillegolfcarts.com Stern, David	N	NOM
253458344	Weaver Distributors 2019-02-18	jwillis@weaverdist.com Willis, Jimmy	N	NOM
262373311	Xtreme Green Products, Inc. 2019-02-18	joe@xgpinc.com Worrell, Joseph	N	NOM
	Xtreme Green Products, Inc. 2019-02-18	neil@xgpinc.com Roth, Neil		
463904205	YADKIN RIVER HOLDINGS 2019-02-18	lynn@parksandson.com COLBERT, LYNN	N	NOM
	YADKIN RIVER HOLDINGS 2019-02-18	robert.williams@parksandson.com PARKSANDSON, PARKSANDSON		
307101255	YANCEY TRUCK CENTER 2019-02-18	RAY_ADAMS@MAYSTRUCKS.COM ADAMS, RAY	N	NOM
465033508	Zenith Sales of Indiana 2019-02-18	Christine.Smith@Zenith-Motors.com Smith, Christine	N	NOM
668035047	adesinabadesina 2019-02-18	adesina123@yahoo.com adesina, badesina	Y	AFA
669057938	akinrolaboluwole 2019-02-18	woleray@yahoo.com akinrolabu, oluwole	Y	AFA
672222168	emosuolusegun 2019-02-18	segnik2004@yahoo.com emosu, olusegun	Y	AFA
160785808	ogungbadejohn 2019-02-18	ogungbade_john@yahoo.com ogungbade, john	Y	AFA

ETHNIC GROUP**COUNT**

African American 47
 Asian American 6
 Native American 1
 Hispanic/Latino 2
 Pacific Island/American 1
 Non Minority 226
 Not Classified 0
 Total Number of Vendors 283
 Total Number of Contacts 382

Georgia Procurement Registry Vendor Summary
Bid Item 19-171

PR_bid_email_list

Item # 1



Administrative Services Committee Meeting

7/9/2019 1:15 PM

2019 - Recreation - F250 - ITB 19-203

Department: Central Services - Fleet Management Division

Presenter: Ron Crowden

Caption: Request the replacement of one Ford F250 Utility Body truck for Recreation Trees and Landscape Division for \$34,400 using capital outlay.

Background: The Recreation Trees and Landscape Division is requesting the replacement of a 2000 Ford F250, asset number 994475, with 139,893 miles and 63 work orders totaling \$10,761. This truck is used to repair irrigation lines throughout Augusta. Bid Tab Sheets and vehicle evaluations are attached.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for 2019/2020 9500 GVWR Service Body Truck (Bid #19-203). Invitations to Bid were sent to 30 vendors with one vendor responding. Bid tab sheets are attached for your review. Bid 19-203: 2019 Ford F250 – Allan Vigil Ford – \$34,400

Financial Impact: 1 – 2019 Ford F250 @ \$34,400. The vehicle will be purchased using the Capital Outlay. (ACCT# 272-01-6440/54-22210)

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

Recommendation: : Approve the replacement of one - Ford F250 Utility Body truck for the Recreation Department – Trees and Landscape Division at a cost of \$34,400 using capital outlay and sell the replaced vehicle at auction.

Funds are Available in the Following Accounts: Capital Outlay (ACCT# 272-01-6440/54-22210)

Cover Memo

Item # 2

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

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

Department Name: RECREATION-T&L		Department Number 101-06-2411		Date: 5/2/2019	
Vehicle Description: 2000 FORD F250			Asset #:		994475
Assigned Use: Irrigation Crew for Trees and Landscape					
Actual Age: 19		Current miles: 139,893		Purchase Price: \$25,724.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 19	Miles or Hours 14	Type of Service 3	Reliability 2	Maint/Repair 2	Condition: 4
Evaluation Points 44			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is past its life expectancy in age and mileage. This vehicle has 63 work orders with a total of \$10,761.00 in repairs. Recommend this vehicle be replaced.					
					
Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$34,585.00			Funding Source: Capital Outlay		

RANGES

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

ALL DEPARTMENTS- 2019/2020 Pickup Truck 9500 GVWR SERVICE BODY-BIDS OPENED 4/23/19 @**BID 19-203**

Year
Brand
Model
Delivery Date

Allan Vigil Ford
2019
Ford
F250
90-120

5.01	2019/2020 Full Size Chassis	\$	21,495.00
5.06	Super Cab Option	\$	3,790.00
5.09	Heavy Duty Tow Package		STD
5.15	Power Locks, Windows and Mirrors	\$	1,050.00
5.17	Trailer Tow Mirrors, manual adjust		NO COST
5.30	Delivery Fee	\$	150.00
5.31	1 Extra set of keys	\$	225.00
6.01	Steel Service Body - Knapheide 696	\$	6,200.00
6.02	Bed Liner	\$	450.00
6.12	Trailer hitch	\$	65.00
6.13	Trailer Wiring		STD
6.14	Trailer Ball		N/A
7.04	Window Tint - Ext Cab	\$	150.00
7.06	County Emergency Package	\$	825.00

TOTAL FOR OPTIONS AND BASE PRICE \$ 34,400.00

2018/2019 Ford F250 9800GVWR
V8, Long Bed, 4X2, Reg Cab

Equipment included in base price:

5.01 6.2L V8 Gasoline/E85 Engine
6 Speed Automatic Transmission
A/C
AM-FM Radio
Power Steering
Pwer ABS Brakes
Vynyl 40/20/40 Bench seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
Trailer Wiring Harness
Receiver Hitch (12.k)
Tilt Steering Wheel
Rear View Camera
Electric Shift (4X4 Only)

Allan Vigil Ford Government Sales
6790 Mt. Zion Blvd
Morrow, GA 30260

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, April 23, 2019 @ 11:00 a.m.** for furnishing for **Augusta, GA Central Services Department - Fleet Maintenance**

Bid Item #19-203 **2019/2020 Truck 9500 GVW Service Body**
Bid Item #19-211 **2019/2020 Tractor Loader Subcompact**
Bid Item #19-215 **2020 Midsize SUV**

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Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

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GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 14, 21, 28, April 4, 2019
 Metro Courier March 14, 2019

 Bid Opening Item #19-203 2019/2020 Truck 9500 GVW Service Body for Augusta, Georgia- Central Services Department- Fleet Maintenance Division Bid Due: Tuesday, April 23, 2019 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 30 Total Number Specifications Download (Demandstar): 4 Total Electronic Notifications (Demandstar): 53 Georgia Procurement Registry: 6 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 1 Total Non-Compliant: 0		
VENDORS	NICHOLS FLEET EQUIPMENT 2401 EAST 31ST STREET CHATTANOOGA, TN. 37407	ALLAN VIGIL FORD 6790 MT. ZION BLVD. P.O. BOX 100001 MORROW, GA 30260
Attachment B	No Bid	Yes
E-Verify Number		94460
SAVE Form		Yes
5.00 Vehicle/Chassis Options Required		
5.01 2019/2020 Full Size Chassis		\$21,495.00
5.02 Diesel engine, minnum 6.7 Liter		\$8,359.00
5.03 4 x 4 Option		\$4,175.00
5.04 6.7L Diesel Engine		\$8,359.00
5.05 Crew Cab Option		\$4,010.00
5.06 Super Cab Option		\$3,790.00
5.07 Cruise Control		\$225.00
5.08 Roof Clearance Lights		\$89.00
5.09 Heavy duty tow package		Standard
5.10 Electric brake controller – installed in full compliance with section 8.00 as listed below		\$255.00
5.11 Daytime Running Lights		\$42.00
5.12 Reverse Aid Sensor		\$235.00
5.13 Back up camera		\$378.00
5.14 Rear Window Defrost		\$65.00
5.15 Power Locks, Windows and Mirrors		\$1,050.00
5.16 Dual Alternators		\$331.00
5.17 Trailer tow mirrors, manual adjust		No charge
5.18 Trailer tow mirrors, manual w/power heated glass		No charge
5.19 Front Tow Rings on bumper (2 EA)		No charge
5.20 Black platform running boards		\$355.00
5.21 Skid plate package (4x4 only)		\$95.00
5.22 Infotainment Blue Tooth Sync System		\$525.00
5.23 Upfitter switches -minimum 4 located on instrument panel		\$160.00
5.24 Exterior Color Not Included in Base Price Color:		N/A
5.25 Exterior Color Not Included in Base Price Color:		N/A
5.26 Exterior Color Not Included in Base Price Color:		N/A
5.27 Interior Color Not Included in Base Price Color:		N/A
5.28 Interior Color Not Included in Base Price Color		N/A
5.29 Interior Color Not Included in Base Price Color		N/A
5.30 Delivery Fee (per Vehicle)		\$150.00

Item # 2

 Bid Opening Item #19-203 2019/2020 Truck 9500 GVW Service Body for Augusta, Georgia- Central Services Department- Fleet Maintenance Division Bid Due: Tuesday, April 23, 2019 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 30 Total Number Specifications Download (Demandstar): 4 Total Electronic Notifications (Demandstar): 53 Georgia Procurement Registry: 6 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 1 Total Non-Compliant: 0		
VENDORS	NICHOLS FLEET EQUIPMENT 2401 EAST 31ST STREET CHATTANOOGA, TN. 37407	ALLAN VIGIL FORD 6790 MT. ZION BLVD. P.O. BOX 100001 MORROW, GA 30260
5.31 1 Extra Set of Keys with remote (3-Total)		\$225.00
5.32 Heavy Duty Floor Mats Front (1 Set)		\$75.00
5.33 Heavy Duty Floor Mats Back (1 Set)		\$75.00
6.00 Utility Service Body Options Required		
6.01 Steel Service Body Type: Should be a "Knapheide Service Body Style Model 696 or Equivalent		\$6,200.00
6.02 Bed liner – Rhino Linings, or approved equal		\$450.00
6.03 Service body bumper galvanized steel grip tread plate, ball hitch recess type, license plate light, bumper brackets welded to frame		\$975.00
6.04 Spotlight – Unity 325 or equal, driver side, 6 inch halogen bulb, with all necessary wiring and in full compliance with Section 8.00 as listed below		\$525.00
6.05 Rear Cable Steps (2 EA)		\$575.00
6.06 Rear Grab Handles (2 EA)		\$65.00
6.07 Modular Cab Guard for Rear Window		\$525.00
6.08 Flip Top Compartments (2 EA)		Included
6.09 Pipe vise – Rigid model 40195 or equal, attached to street side of service body bumper		\$100.00
6.10 Recessed Cargo Tie Downs inside bed (6 EA)		\$375.00
6.11 Master Locking System for Tool Compartments		\$510.00
6.12 Trailer hitch – Class IV connection, consisting of: 1 each frame-mounted Class IV hitch, 1 each receiver bar with 2 inch ball and pin		\$65.00
6.13 Trailer wiring – trailer wiring harness with 7-flat pin plug(RV type) attached to rear step bumper, with all necessary wiring and in full compliance with Section 8.00 as listed below		Included
6.14 Trailer ball – 2 inch hitch ball attached to rear step bumper		N/A
6.15 Extra User's Manual (2 Total)		N/A
6.16 Parts Manual (If Available)		N/A
6.17 Maintenance Manual (If Available)		\$275.00
7.00 Outfitter's Specialty Items		
7.01 Fire extinguisher – DOT approved, 5 pound (ABC type)		\$65.00
7.02 Outlet receptacle – one each Sho-Me model 14.0553 three plug outlet receptacle		\$75.00
7.03 Window tint, regular cab – 35% window tint film		\$135.00
7.04 Window tint, extended cab – 35% window tint film		\$150.00

Item # 2

 Bid Opening Item #19-203 2019/2020 Truck 9500 GVW Service Body for Augusta, Georgia- Central Services Department- Fleet Maintenance Division Bid Due: Tuesday, April 23, 2019 @ 11:00 a.m.		
Total Number Specifications Mailed Out: 30 Total Number Specifications Download (Demandstar): 4 Total Electronic Notifications (Demandstar): 53 Georgia Procurement Registry: 6 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 1 Total Non-Compliant: 0		
VENDORS	NICHOLS FLEET EQUIPMENT 2401 EAST 31ST STREET CHATTANOOGA, TN. 37407	ALLAN VIGIL FORD 6790 MT. ZION BLVD. P.O. BOX 100001 MORROW, GA 30260
7.05 Window tint, crew cab – 35% window tint film		\$170.00
7.06 County Emergency Equipment Package:		\$825.00
2019/2020 Truck 9500 GVW Service Body		
Year		2019
Make		Ford
Model		F250
Approximate Delivery Time		90-120 Days
		Exceptions Noted



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

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

FROM: Ron Crowden, Fleet Manager, Central Services Department 

DATE: April 29, 2019

SUBJECT: Recommendation for Bid #19-203 – Truck 9500 GVW Service Body

Fleet Management would like to recommend the award of bid # 18-203, Truck 9500 GVW Service Body, to Allan Vigil Ford of Morrow, GA. They submitted the only bid offer and this vendor's proposal met the requirements of the bid specifications.

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

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

RGC/ams

19 MAY 1 AM 11:23

FOR ALL DEPARTMENTS- 2019/2020 Pickup Truck 9500 GVWR SERVICE BODY-BIDS OPENED 4/23/19 @ 11:00

BID 19-203

Year

Brand

Model

Delivery Date

Allan Vigil Ford

2019

Ford

F250

90-120

5.01	2019/2020 Full Size Chassis	\$	21,495.00
5.02	Diesel Engine, minimum 6.7L	\$	8,359.00
5.03	4x4 Option	\$	4,175.00
5.04	6.7L Diesel Engine	\$	8,359.00
5.05	Crew Cab Option	\$	4,010.00
5.06	Super Cab Option	\$	3,790.00
5.07	Cruise Control	\$	225.00
5.08	Roof Clearance Lights	\$	89.00
5.09	Heavy Duty Tow Package	STD	
5.10	Electric Brake controller	\$	255.00
5.11	Daytime Running Lights	\$	42.00
5.12	Reverse Aid Sensor	\$	235.00
5.13	Backup Camera	\$	378.00
5.14	Rear Window Defrost	\$	65.00
5.15	Power Locks, Windows and Mirrors	\$	1,050.00
5.16	Dual Alternators (Diesel Only)	\$	331.00
5.17	Trailer Tow Mirrors, manual adjust	NO COST	
5.18	Trailer Tow Mirrors, power adjust-heated	NO COST	
5.19	Front Tow Rings on Bumper	NO COST	
5.20	Black Platform Running Boards	\$	355.00
5.21	Skid Plate Package	\$	95.00
5.22	Infotainment Bluetooth Sync System	\$	525.00
5.23	Upfitter Switches	\$	160.00
5.24	Exterior Color Not Included in Base Price	N/A	
5.25	Exterior Color Not Included in Base Price	N/A	
5.26	Exterior Color Not Included in Base Price	N/A	
5.27	Interior Color Not Included in Base Price	N/A	
5.28	Interior Color Not Included in Base Price	N/A	
5.29	Interior Color Not Included in Base Price	N/A	
5.30	Delivery Fee	\$	150.00
5.31	1 Extra set of keys	\$	225.00
5.32	Heavy Duty Floor Mats Front	\$	75.00
5.33	Heavy Duty Floor Mats Back	\$	75.00
6.01	Steel Service Body - Knapheide 696	\$	6,200.00
6.02	Bed Liner	\$	450.00
6.03	Service body bumper	\$	975.00
6.04	Spot light	\$	525.00
6.05	Rear Cable Steps	\$	575.00
6.06	Rear Grab Handles	\$	65.00
6.07	Modular Cab Guard for Rear Window	\$	525.00
6.08	Flip Top Compartments	STD	
6.09	Pipe Vise	\$	100.00
6.1	Recessed Cargo Tie Downs	\$	375.00

Item # 2

- 6.11 Master Locking System
- 6.12 Trailer hitch
- 6.13 Trailer Wiring
- 6.14 Trailer Ball
- 6.15 Extra Manual
- 6.16 Parts Manual
- 6.17 Maintenance Manual

\$	510.00
\$	65.00
STD	
N/A	
N/A	
N/A	
\$	275.00

- 7.01 Fire Extinguisher
- 7.02 Outlet Receptacle
- 7.03 Window Tint - Reg Cab
- 7.04 Window Tint - Ext Cab
- 7.05 Window Tint - Crew Cab
- 7.06 County Emergency Package

\$	65.00
\$	75.00
\$	135.00
\$	150.00
\$	170.00
\$	825.00

OPTIONS TOTAL

BASE PRICE:

TOTAL FOR OPTIONS AND BASE PRICE

**2018/2019 Ford F250 9800GVWR
V8, Long Bed, 4X2, Reg Cab**

Equipment included in base price:

5.01

6.2L V8 Gasoline/E85 Engine
6 Speed Automatic Transmission
A/C
AM-FM Radio
Power Steering
Power ABS Brakes
Vinyl 40/20/40 Bench seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
Trailer Wiring Harness
Receiver Hitch (12.k)
Tilt Steering Wheel
Rear View Camera
Electric Shift (4X4 Only)

Allan Vigil Ford Government Sales
6790 Mt. Zion Blvd
Morrow, GA 30260

Planholders List - DemandStar

User: Daniels, Tabitha

Organization:

City of Augusta, GA (Augusta Commission)

Logout

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

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-19-203-0-2019/nw

Bid Name 2019/2020 Truck 9500 GVW Service Body

1 Document(s) found for this bid

4 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Chattanooga Trailer & Rental, Inc.	4238991744	4238999512	1			Documents
Dodge Data	4133767032		1			Documents
Knapheide Truck Equipment	8008547778	7702270106	1			Documents
Nesco Rentals	2608246340	2608246341	1			Documents

Page 1 of 1

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Item # 2

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5160

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

MATHEWS MOTORS
1351 GORDON HWY,
AUGUSTA, GA 30901

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

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

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

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

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

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

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

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

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

WADE FORD GOVERNMENT SALES
ATTN: ROGER MOORE
3860 SOUTH COBB DRIVE
SMYRNA, GA 30080

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

GERALD JONES FORD
ATTN: TERRY BENSTEAD
3480 WRIGHTSBORO ROAD
AUGUSTA, GA 30919

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

MILTON MARTIN HONDA
2420 BROWNS BRIDGE RD
GAINESVILLE, GA 30504

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

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

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

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

HERLONG FORD
775 AUGUSTA ROAD
EDGEFIELD, SC 29824

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

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

CHEROKEE TRUCK EQUIPMENT
550 DISCOVERY PLACE
MABLETON, GA 30126

SATCHER MOTOR COMPANY
1850 JEFFERSON DAVIS HIGHWAY
GRANITEVILLE, SC 29829

TRANSPORT EQUIPMENT CO.
3416 SYLVESTER ROAD
ALBANY, GA 31705

MILTON RUBEN CHEVROLET
3514 WASHINGTON RD
AUGUSTA, GA 30907

W & W BODY BUILDERS
2620 SHOP ROAD
COLUMBIA, SC 29209

SAMSON AND ASSOCIATES
197 SCRUGGS TRAIL
GAFFNEY, SC 29341

BOB RICHARDS DODGE
1666 JEFFERSON DAVIS HIGHWAY
GRANITEVILLE, SC 29829

Item # 2



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Use Avery Template 5160

BID ITEM 19-203
2019/2020 TRUCK 9500 GVW SERVICE
BODY-FOR CENTRAL SERVICES-FLEET
MAINTENANCE DEPARTMENT
BID DUE: TUES., 4/23/19 @ 11:00A.M.

BID ITEM 19-203
2019/2020 TRUCK 9500 GVW SERVICE
BODY-FOR CENTRAL SERVICES-FLEET
MAINTENANCE DEPARTMENT
BID MAILED: 3/14/19

RON CROWDEN
FLEET MANAGEMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES ADMIN

Item # 2



Georgia Procurement Registry



State Purchasing Bid Posting System

[Close Window](#)

The following is a list of vendors contacted about bid number: **19-203**

FEIN	Company Name Date Sent	Email Address Name	MINORITY	ETHNIC
581948666	CSRA FLEET CARE 2019-03-21	bob.fleetcare@gmail.com 581948666, 581948666	N	NOM
	CSRA FLEET CARE 2019-03-21	fcctrucksales@hotmail.com FLEETCARE, FLEETCARE		
581098119	JIM ELLIS CHEVROLET OF ATLANTA 2019-03-21	Bryanr@jimellis.com Rudow, Bryan	N	NOM
	JIM ELLIS CHEVROLET OF ATLANTA 2019-03-21	brettr@jimellis.com BRETT, BRETT		
020270756	MERCHANTS AUTOMOTIVE GROUP 2019-03-21	bethbraverman@merchantsleasing.com BATYA58, BATYA58	N	NOM
	MERCHANTS AUTOMOTIVE GROUP 2019-03-21	bethbraverman@merchantsleasing.com Braverman, Beth		
	MERCHANTS AUTOMOTIVE GROUP 2019-03-21	gregmcintyre@merchantsleasing.com McIntyre, Greg		
	MERCHANTS AUTOMOTIVE GROUP 2019-03-21	mariepinto@merchantsfleet.com MERCHANTS-STIS, MERCHANTS-STIS		
581206138	NESMITH CHEVROLET-OLDSMOBILE-PONTIAC INC 2019-03-21	leigh@nesmithnow.com NESMITH, NESMITH	N	NOM
230962915	PEP BOYS CORPORATION 2019-03-21	governmentsales@pepboys.com PEPBOYS, PEPBOYS	N	NOM
	PEP BOYS CORPORATION 2019-03-21	joe_girage@pepboys.com JOE_GIRAGE@PEPBOYS.COM, JOE_GIRAGE@PEPBOYS.COM		
261186682	SIRCHIE ACQUISITION COMPANY LLC 2019-03-21	danoneil@sirchie.com Sirchie Acquisition Company, LLC	N	NOM
	SIRCHIE ACQUISITION COMPANY LLC 2019-03-21	sirchievehicles@comcast.net SIRCHIENJ, SIRCHIENJ		
	SIRCHIE ACQUISITION COMPANY LLC 2019-03-21	sjennings@sirchie.com Laboratories, Sirchie FingerPrint		

ETHNIC GROUP	COUNT
African American	0
Asian American	0
Native American	0
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	6
Not Classified	0
Total Number of Vendors	6
Total Number of Contacts	14

PR_bid_email_list

Item # 2



Administrative Services Committee Meeting
7/9/2019 1:15 PM
2019 - Tax Commissioner Vehicle

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Tax Commissioner's Office requests the purchase of one silver XLT 4WD Ford Explorer via bid #19-215 in the amount of \$34,712.00 - Allan Vigil Ford.

Background: The Tax Commissioner's Office is requesting the purchase of a 2020 Ford Explorer for use in the service and administration of delinquent tax programs citing an increase in activity with business personal property delinquent accounts. Bid tab sheets to include vehicle options are attached for your review.

Analysis: The Procurement Department published a competitive bid using the Demand Star national electronic bid application for 2020 Midsize SUV with the following results. Bid 19-215 Midsize SUV: 2020 XLT 4WD Ford Explorer – Allan Vigil Ford = \$34,712.00

Financial Impact: 1 – 2020 XLT 4WD Ford Explorer @ \$34,712.00 for the Tax Commissioner's Office. This vehicle will be purchased using Capital Outlay funds. (ACCT# 272-01-6440/54-22110)

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

Recommendation: Approve the Tax Commissioner's Office request to purchase one silver XLT 4WD Ford Explorer via bid 19-215 in the amount of \$34,712.00

Funds are Available in the Following Accounts: 2019 Capital Outlay: 272-01-6440/54.22110

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

FOR ALL DEPARTMENTS- 2020 Midsize SUV-BIDS OPENED 4/23/18 @ 11:00

BID 19-215

Year
Brand
Model
Delivery Date
Base Price

Allan Vigil Ford
2020
Ford
Explorer
90-120
\$27,895

6.04	All Weather Floor Mats	\$ 117.00
6.08	XLT 4WD Package	\$ 5,475.00
6.12	Exterior Color Not Included in Base Price	\$ 375.00
6.14	Delivery Fee	\$ 150.00
7.01	Fire Extinguisher	\$ 65.00
7.02	Outlet Receptacle	\$ 75.00
7.03	Trailer Hitch	\$ 685.00
7.06	Window Tint	\$ 200.00
7.07	County Emergency Package	\$ 850.00

OPTIONS TOTAL \$ 7,992.00

BASE PRICE: \$ 27,895.00

TOTAL FOR OPTIONS AND BASE PRICE \$ 35,887.00

2020 Midsize Sport Utility Vehicle 4-Door

5.01	Equipment included in base price: 2.3L EcoBoost I4 Engine 10 Speed Automatic Transmission Power Liftgate Tilt/Cruise Power ABS Brakes Aluminum Wheels Power Windows/Locks/Mirrors AM/FM/XM Radio Bluetooth Dual Zone Climate Control Rear View Camera Reverse Sensing Mini Spare Tire Carpet with Mats Cloth Bucket Seats Second and Thirs Row Doling Split Seats Rear Window Defroster Keyless Remote (3 Total) Power Driver Seat Privacy Glass Blind Spot, Lane Keeping Automatic Emergency Braking Roll Stability Control Remote Start
------	--

Invitation to Bid

Sealed bids will be received at this office until **Tuesday, April 23, 2019 @ 11:00 a.m.** for furnishing for **Augusta, GA Central Services Department - Fleet Maintenance**

Bid Item #19-203 **2019/2020 Truck 9500 GVW Service Body**
Bid Item #19-211 **2019/2020 Tractor Loader Subcompact**
Bid Item #19-215 **2020 Midsize SUV**

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

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

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid**. Bid documents may Documents may be examined during regular business hours at the offices of Augusta, GA Procurement Department.

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

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 14, 21, 28, April 4, 2019
 Metro Courier March 14, 2019

OFFICIAL



**Bid Opening Item #19-215 2020 Midsize SUV
for Augusta, Georgia - Central Services Department
- Fleet Maintenance Division
Bid Due: Tuesday, April 23, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 20
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 28
Georgia Procurement Registry: 264
Mandatory Pre-Bid/Telephone Conference: NA
Total packages submitted: 1
Total Non-Compliant: 0

VENDORS	ALLAN VIGIL FORD 6790 MT. ZION BLVD. P.O. BOX 100001 MORROW, GA 30260
Attachment B	Yes
E-Verify Number	94460
SAVE Form	Yes
5.00 Vehicle/Options Required	
5.00 Vehicle/Options Required	\$27,895.00
6.00 Manufacturer Options	
6.01 4X4 Drivetrain	\$2,288.00
6.02 3.3L V6 Engine	No Charge
6.03 Daytime Running Lights	\$43.00
6.04 All Weather Floor Mats	\$117.00
6.05 Rear Cargo Shade	N/A
6.06 Splash Guards	\$202.00
6.07 XLT RWD Package	\$3,495.00
6.08 XLT 4WD Package)	\$5,475.00
6.09 Trailer Towing	\$685.00
6.10 Roof rail Crossbars	\$315.00
6.11 Running Boards	N/A
6.12 Exterior Color Not Included in Base Price Color	\$375.00
6.13 Interior Color Not Included in Base Price Color	No Charge
6.14 Delivery Fee per Vehicle	\$150.00
7.00 Outfitter's Specialty Items	
7.01 Fire extinguisher – DOT approved, 5 pound (ABC type)	\$65.00
7.02 Outlet receptacle – one each Sho-Me model 14.0553 three plug outlet receptacle	\$75.00
7.03 Trailer hitch – Class IV connection	\$685.00 (Includes the price for the Trailer Towing 6.09)
7.04 Trailer wiring – trailer wiring harness with 7-flat pin plug (RV type) attached to rear step bumper	N/A
7.05 Trailer ball – 2 inch hitch ball attached to rear step bumper	N/A
7.06 Window tint, – 35% window tint film with 6" windshield strip	\$200.00
7.07 County Emergency Equipment Package	\$850.00
7.08 Administrative Public Safety Equipment Package:	\$1,925.00
2020 Midsize SUV	
Year	2020
Make	FORD

Item #3

OFFICIAL



**Bid Opening Item #19-215 2020 Midsize SUV
for Augusta, Georgia - Central Services Department
- Fleet Maintenance Division
Bid Due: Tuesday, April 23, 2019 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 20
Total Number Specifications Download (Demandstar): 2
Total Electronic Notifications (Demandstar): 28
Georgia Procurement Registry: 264
Mandatory Pre-Bid/Telephone Conference: NA
Total packages submitted: 1
Total Non-Compliant: 0**

VENDORS	ALLAN VIGIL FORD 6790 MT. ZION BLVD. P.O. BOX 100001 MORROW, GA 30260
Model	Explorer
Approximate Delivery Time	90-120 Days
	Exceptions Noted

Item # 3



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

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

FROM: Ron Crowden, Fleet Manager, Central Services Department 

DATE: April 29, 2019

SUBJECT: Recommendation for Bid #19-215 2020 Midsize SUV

Bid #19-215 is recommended for award to Allan Vigil Ford of Dallas, Georgia. The vendor's proposal met the requirements of the bid and has the lowest bid on all items.

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

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

RGC/kb

19 MAY 1 4:11:29

Planholders List - DemandStar

User: Daniels, Tabitha

Organization:

City of Augusta, GA (Augusta Commission)

Logout

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

Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-19-215-0-2019/nw

Bid Name 2020 Midsize SUV

1 Document(s) found for this bid

2 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
ACME AUTO LEASING LLC	2032346850	2032346858	1	1. Small Business 2. Veteran Owned		Documents
Chattanooga Trailer & Rental, Inc.	4238991744	4238999512	1			Documents

Page 1 of 1

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Item # 3



5160

 Easy Peel Address Labels
 Bend along line to remove Pop-up Tab

 Go to avery.com/templates
 Use Avery Template 5160

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

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

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

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

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

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

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

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

BUTLER CHRYSLER DODGE JEEP
 1555 SALEM ROAD
 BEAUFORT, SC 29902

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

LANGDALE CHEVROLET
 1006 W FRANKLIN ST
 SYLVESTER GA 31791

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

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

GERALD JONES FORD
 ATTN: TERRY BENSTEAD
 3480 WRIGHTSBORO ROAD
 AUGUSTA, GA 30919

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

MILTON MARTIN HONDA
 2420 BROWNS BRIDGE RD
 GAINESVILLE, GA 30504

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

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

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

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

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

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

RON CROWDEN
 FLEET MANAGEMENT

PHYLLIS MILLS JOHNSON
 COMPLIANCE

TAKIYAH DOUSE
 CENTRAL SERVICES

Item # 3

PR_bid_email_list

581363791	Valdosta Dodge Jeep 2019-03-21	dodgeofvaldosta@bellsouth.net Walker, Roger	N	NOM
023535396	Vantage Vehicle International, Inc 2019-03-21	caml@vantagevehiclegroup.com Yum, Cami	Y	ASA
550845121	Voltage Vehicles 2019-03-21	akazzaz@zapworld.com Kazzaz, Amos	N	NOM
582322585	WAYNE EVANS AUCTION CO INC 2019-03-21	grace@weaci.com WAYNEEVANS, WAYNEEVANS	N	NOM
581047369	WELLS CARGO SOUTH 2019-03-21	swhite@wellscargo.com STEVE5658, STEVE5658	N	NOM
753063614	WILMAC INC 2019-03-21	wilmacinc@bellsouth.net WILMACINC, WILMACINC	Y	AFA
581544713	Wade Ford, Inc 2019-03-21	jeastland@wade.com Eastland, Jack	Y	AFA
260815152	Wamar Technologies LLC 2019-03-21	jason.lindsey@wamartech.com Lindsey, Jason	N	NOM
	Wamar Technologies LLC 2019-03-21	stacey.thomas@wamartech.com Thomas, Stacey		
631084060	Warren Truck & Trailer, Inc. 2019-03-21	sjohnson@dumptrucks.com Johnson, Steve	N	NOM
261233124	Watkinsville Golf Carts 2019-03-21	dstern@watkinsvillegolfcarts.com Stern, David	N	NOM
262373311	Xtreme Green Products, Inc. 2019-03-21	joe@xgpinc.com Worrell, Joseph	N	NOM
	Xtreme Green Products, Inc. 2019-03-21	neil@xgpinc.com Roth, Neil		
463904205	YADKIN RIVER HOLDINGS 2019-03-21	lynn@parksandson.com COLBERT, LYNN	N	NOM
	YADKIN RIVER HOLDINGS 2019-03-21	robert.williams@parksandson.com PARKSANDSON, PARKSANDSON		
307101255	YANCEY TRUCK CENTER 2019-03-21	RAY_ADAMS@MAYSTRUCKS.COM ADAMS, RAY	N	NOM
465033508	Zenith Sales of Indiana 2019-03-21	Christine.Smith@Zenith-Motors.com Smith, Christine	N	NOM
668035047	adesinabadesina 2019-03-21	adesina123@yahoo.com adesina, badesina	Y	AFA
669057938	akinrolabuoluwole 2019-03-21	wolery@yahoo.com akinrolabu, oluwole	Y	AFA
160785808	ogungbadejohn 2019-03-21	ogungbade_john@yahoo.com ogungbade, john	Y	AFA

ETHNIC GROUP	COUNT
African American	44
Asian American	6
Native American	1
Hispanic/Latino	2
Pacific Island/American	1
Non Minority	211
Not Classified	0
Total Number of Vendors	265
Total Number of Contacts	360

PR_bid_email_list

19-215 Georgia Procurement Registry Vendor Summary

Item # 3



Administrative Services Committee Meeting

7/9/2019 1:15 PM

2019 - Utilities-F250

Department:	Central Services Department-Fleet Management Division
Presenter:	Ron Crowden
Caption:	Request to replace one Ford F250 Utility Body truck for Utilities Facilities Maintenance Division at a cost of \$38,760 using the GMA lease program.
Background:	The Utilities Facilities Maintenance Division is requesting the purchase of one 2019 F-250, 4X4 to replace a 2003 Ford F-350, asset number 203185, that was decommissioned due to the need for repairs totaling \$11,400; these repairs would cause the cumulative total of repairs to exceed the value of the vehicle. This replacement complies with the 2004 Commission approved Fleet Management replacement policy. This vehicle will be used to support repairs to lift stations Bid Tab Sheets and vehicle evaluations are attached.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for 2019/2020 9500 GVWR Service Body Truck (Bid #19-203). Invitations to Bid were sent to 30 vendors with one vendors responding. Bid tab sheets are attached for your review Bid 19-203: 2019 Ford F250 Allan Vigil Ford – \$38,760
Financial Impact:	1 – 2019 Ford F250 @ \$38,760. The vehicle will be purchased through GMA Lease Program.
Alternatives:	(1) Approve the request; (2) Do not approve the request
Recommendation:	Approve the replacement of one - Ford F250 Utility Body truck for the Utilities Department -Facilities Maintenance Division at a cost of \$38,760 using the GMA Lease Program.

Funds are Available in the GMA Lease Program 506043580-6111631

Cover Memo

Item # 4

**Following
Accounts:**

REVIEWED AND APPROVED BY:

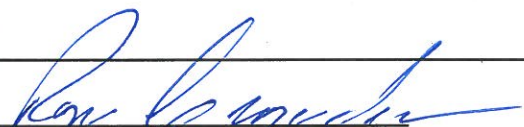
Finance.

Law.

Administrator.

Clerk of Commission

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

Department Name: Utilities-Facilities Maintenance		Department Number 101-06-2411		Date: 5/2/2019	
Vehicle Description: 2003 Ford F350			Asset #:		203185
Assigned Use: Fiber Optic Crew Utilities Truck					
Actual Age: 16		Current miles: 102,768		Purchase Price: \$30,873.25	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 16	Miles or Hours 10	Type of Service 3	Reliability 3	Maint/Repair 5	Condition: 4
Evaluation Points 41			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is taken out of service due to extensive repairs needed at an estimate of \$11,358.97. This vehicle has 49 work orders with a total of \$25,440.80 in repairs. Recommend this vehicle be replaced.					
 Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$34,585.00			Funding Source: GMA Program		

RANGES

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

FOR ALL DEPARTMENTS- 2019/2020 Pickup Truck 9500 GVWR SERVICE BODY-BIDS OPENED 4/23/19 @ 11:00

BID 19-203

Year
Brand
Model
Delivery Date

Allan Vigil Ford

2019

Ford

F250

90-120

5.01	2019/2020 Full Size Chassis	\$	21,495.00
5.03	4x4 Option	\$	4,175.00
5.06	Super Cab Option	\$	3,975.00
5.09	Heavy Duty Tow Package	STD	
5.15	Power Locks, Windows and Mirrors	\$	1,050.00
5.17	Trailer Tow Mirrors, manual adjust	NO COST	
5.18	Trailer Tow Mirrors, power adjust-heated	NO COST	
5.30	Delivery Fee	\$	150.00
5.31	1 Extra set of keys	\$	225.00
6.01	Steel Service Body - Knapheide 696	\$	6,200.00
6.02	Bed Liner	\$	450.00
6.12	Trailer hitch	\$	65.00
6.13	Trailer Wiring	STD	
6.14	Trailer Ball	N/A	
7.04	Window Tint - Ext Cab	\$	150.00
7.06	County Emergency Package	\$	825.00

TOTAL FOR OPTIONS AND BASE PRICE \$ 38,760.00

**2018/2019 Ford F250 9800GVWR
V8, Long Bed, 4X2, Reg Cab**

Equipment included in base price:

5.01 6.2L V8 Gasoline/E85 Engine
6 Speed Automatic Transmission
A/C
AM-FM Radio
Power Steering
Power ABS Brakes
Vinyl 40/20/40 Bench seat
Rubber Floor Covering
Full Size Spare Tire
Rear Step Bumper
Solar Tinted Glass
Trailer Wiring Harness
Receiver Hitch (12.k)
Tilt Steering Wheel
Rear View Camera
Electric Shift (4X4 Only)

Allan Vigil Ford Government Sales
6790 Mt. Zion Blvd
Morrow, GA 30260



**Administrative Services Committee Meeting
7/9/2019 1:15 PM
Augusta University Small and minority business opportunities**

Department:

Presenter: Commissioner Marion Williams

Caption: Augusta University small and minority business opportunities.
(Requested by Commissioner Marion Williams)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting
7/9/2019 1:15 PM
Award Contract for Augusta 911 Addition and Renovations

Department: Central Services - Facilities

Presenter: Takiyah A. Douse

Caption: Award the contract to construct the Augusta 911 Center Addition and Renovations to Contract Management, Inc. (CMI) of Augusta in the amount of \$866,528.00. Bid Item 19-181

Background: The Augusta 911 Center was completed circa 1996 to replace the old 911 Center which had been located in the basement of the old JLEC at 401 Walton Way. The relocation was predicated by need for additional space due to a growing population and moisture problems. Changing operations over the intervening 20 years made it apparent that there was a need for additional space for personnel and evolving operations dependent on technologically advanced communications. In response to recommendations from former 911 Directors, the Commission included allocations for this project in SPLOST 7 to provide additional office space, a training room that can function as a back-up Emergency Operation Center and upgrades to existing space. In 2018, the Augusta Commission awarded 2KM Architects the contract to design an addition and renovations to the Augusta 911 Center to accommodate evolving operations and requirements. Construction documents were prepared by 2KM and released under Invitation to Bid (ITB) 19-181.

Analysis: Bids were received on April 4, 2019 and reviewed by the Procurement and Compliance Departments. CMI Inc. was determined to be responsive and within budget. The project scope includes: additional parking and a retention pond to alleviate flooding issues; improved cooling in the critical computer server room which have been problematic over the years; and sealing of an exterior masonry wall above the roof which has been a source of water intrusion.

Financial Impact: The contract amount is \$866,528.00.

Cover Memo

Item # 6

Alternatives: 1. Award the contract to construct the Augusta 911 Center Addition and Renovations to Contract Management, Inc. (CMI) of Augusta in the amount of \$866,528.00. 2. Do not award

Recommendation: Award the contract to construct the Augusta 911 Center Addition and Renovations to Contract Management, Inc. (CMI) of Augusta in the amount of \$866,528.00.

Funds are Available in the Following Accounts: This project is funded as follows: •911 SPLOST 7 \$402,473 •911 Fund Balance \$250,000 •CSD-FM SPLOST 7 \$200,000 •911 Emergency Services \$ 14,055

REVIEWED AND APPROVED BY:

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

Invitation to Bid

Sealed bids will be received at this office until **Thursday, April 4, 2019 @ 3:00 p.m.** for furnishing:

Bid Item #19-181 Augusta 911 Additions and Renovations for Augusta, GA – Central Services – Facility Maintenance

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 \$175.00.**

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 21, 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 Bid Conference will be held on Tuesday, March 19, 2019 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Thursday, March 21, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

No proposal may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid Bond is required to be submitted along with the bidders' qualifications; a 100% performance bond and a 100% payment bond will be required for award.**

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

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

Revised: 2/2/2016

OFFICIAL



**Bid Opening for #19-181
Augusta 911 Additions and Renovations
for Augusta, GA - Central Services Department-
Facilities Maintenance Division
Bid Date: Thursday, April 4, 2019 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 24
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 173
Georgia Procurement Registry: 28
Mandatory Pre-Bid Attendees: 7
Total packages submitted: 1
Total Noncompliant: 0

VENDORS	Contract Management 1829 Killingsworth Rd Augusta, GA 30904	Paul S. Askins P.O. Box 631 Statesboro, GA 30459	Dabbs Williams 319 South Walnut St Statesboro, GA 30458	T.L. Clark & Associates 2065 Heckle St. Augusta, GA 30904
Attachment "B"	Yes			
E-Verify Number	225306			
Addendum 1	Yes			
Save Form	Yes			
Bid Bond	Yes			
Compliance Review 6% Goal	Yes			
Base Bid Price	\$637,190.00			
Alternate 1 [Add]	\$4,990.00			
Alternate 2 [Add]	\$4,539.00			
Alternate 3 [Add]	\$39,778.00			
Alternate 4 [Add]	\$3,125.00			
Alternate 5 [Add]	\$157,541.00			
Alternate 6 [Add]	\$9,375.00			
Alternate 7 [Add]	\$9,990.00			

Item # 6

OFFICIAL



**Bid Opening for #19-181
Augusta 911 Additions and Renovations
for Augusta, GA - Central Services Department-
Facilities Maintenance Division
Bid Date: Thursday, April 4, 2019 @ 3:00 p.m.**

Total Number Specifications Mailed Out: 24
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Total packages submitted: 1
Total Noncompliant: 0

VENDORS	Contract Management 1829 Killingsworth Rd Augusta, GA 30904	Paul S. Askins P.O. Box 631 Statesboro, GA 30459	Dabbs Williams 319 South Walnut St Statesboro, GA 30458	T.L. Clark & Associates 2065 Heckle St. Augusta, GA 30904
Alternate 8 [Add]	\$62,500.00			

Mandatory Pre-Bid Conference Sign-in Sheet
Bid Item #19-181 Augusta 911 Additions and Renovations
For Augusta, Georgia – Central Services Department-Facilities Maintenance Division
Tuesday, March 19, 2019 @ 10:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. Wesley Meeks	Dabbs Williams Gen Contractors	319 South Walnut Statesboro, ga. 30458	912-489-9844	912-489-9845	info@dabbs- williams.com	
9. Joseph Atkins	PAUL S. ATKINS Co.	P.O. Box 631 STATESBORO, GA 30459	912-764-6925	912-764-5677	loee@atkinsco.com	PRIME
10. James Williams	Contract Management INC	1829 Killingsworth Rd Augusta, GA 30904	706 667 9033	706 667 9034	James@Contract- mgmtinc.com	Prime
11. Rick Acree	CENTRAL SERVICES		706-821- 1595		racree@ augustaga.gov	
12. Lauren Saul	augustaga.gov/ LSBOP-Directory ----- Compliance	535 Telfair St. Suite 530 Augusta, GA 30901	706-821-2406		Isaul@ augustaga.gov	
13. Gregory Williams	PROQUA Corp.	P.O. Box 1806 Evans, GA 30809	(706) 533-6852		gregoryw@ proquacorp.com	LSBOP (Sub)
14. Nancy Williams	Procurement		706 821-2888			
15.						

Mandatory Pre-Bid Conference Sign-in Sheet
Bid Item #19-181 Augusta 911 Additions and Renovations
For Augusta, Georgia – Central Services Department-Facilities Maintenance Division
Tuesday, March 19, 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. Barrett Bardew	CONTRACT MANAGEMENT INC.	1829 KILLMEADOWS ROAD AUGUSTA GA 30904	706 667 9033	706 667 9034	Darrell@ contractmgmtinc.com	
4. Robert A. Cooks	T.L. Clark & Associate	2065 Heckel St Augusta, GA 30904	706 533 1352	706 533 1352	RAC7065331352 @GMAIL.COM	Prime
5. Rob Mauldin	2KM Architects	529 Greene St. Augusta, GA 30904	706-736-3333	706-736-7100	rmauldin@ 2kmarchitects.com	Prime
6. Tom Rehner	2KM Architects	"	"	"	+rechner@ 2kmarchitects.com	
7. DANIEL E. DUNLAP	911 DEPT.	911 4TH STREET AUGUSTA, GA 30901	706-821- 1209		ddunlap@ augustaga.gov	



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 *PAH*

TO: *Ms. Geri Sams*, Director, Procurement Department
THROUGH: *Mrs. Takiyah A. Douse*, Director, Central Services Department
DATE: May 2, 2019
SUBJECT: RFQ #19-181 911 Addition and Renovations - Recommendation

One compliant bid was received for the referenced project on April 4, 2019. Contract Management Inc., of Augusta proposed \$637,190.00, which is the basis of award and is within the estimated cost anticipated for the scope of work.

911 and the Central Services Department have considered available funding and the value added by the bid alternates and propose that we award the project to Contract Management, Inc. to include the following scope of work:

Item	Cost	Funding
Base Bid	\$637,190	
Add Alternate 1 Demo and replace kitchen cabinets	\$4,990	
Add Alternate 2 Demo and replace toilets/urinals	\$4,539	
Add Alternate 3 Server Room mini-split and CRAC unit	\$39,778	
Add Alternate 4 Trace and label existing electrical circuits	\$3,125	
Add Alternate 5 Add parking lot and retention pond	\$157,541	
Add Alternate 6 Replace toilet partitions	\$9,375	
Add Alternate 7 Add windows to front exterior offices	\$9,990	
911 SPLOST 7		\$402,473
911 Fund Balance		\$250,000
CSD-FM SPLOST 7		\$200,000
911 Emergency Services		\$14,055
Total	\$866,528	\$866,528

Central Services recommends that the contract be awarded to the selected vendor and requests that Procurement secure any additional documentation required from the vendor.

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

Cc: Takiyah A. Douse
Tony McDonald
Daniel Dunlap

Item # 6

Planholders List - DemandStar

User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

Logout

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Planholders List

Member Name City of Augusta, GA (Augusta Commission)

Bid Number ITB-19-181-0-2019/nw

Bid Name Augusta 911 Additions and Renovations

2 Document(s) found for this bid

8 Planholder(s) found.

Add Planholder

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
ConstructConnect	8772271680	8665708187	1			Documents
Dodge Data	4133767032		2			Documents
Leesburg Concrete Company, Incorporated.	3527874177	3527877935	1			Documents
NetPlanner Systems, nc.	7065506007		1			Documents
Raymond Engineering- Georgia, Inc.	7704839592	7704838082	1			Documents
SBC Construction Services Inc	7708927067	7708927028	1			Documents
Thompson Building Wrecking Co., Inc.	7067221432	7067221432	1			Documents
Uniti Fiber	8036457922		1			Documents

Page 1 of 1

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Item # 6

ALLEN-BATCHELOR CONSTRUCTION
ATTN: FLETCHER DICKERT
1063 FRANK INDUSTRIAL DRIVE
AUGUSTA, GA 30909

R.W. ALLEN
ATTN: CHUCK MCREE
1015 BROAD STREET
AUGUSTA, GA 30901

J. E. STEWART BUILDERS, INC
237 CHESTERFIELD STREET
N. AIKEN, SC 29801

RCN CONTRACTING
ATTN JIM NEWMAN
1115 FRANKIE PLACE COURT
AUGUSTA GA 30909

KUHLKE CONSTRUCTION
3704 BENCHMARK DRIVE
AUGUSTA, GA 30909

S. D. CLIFTON CONSTRUCTION
4324 WHEELER ROAD
AUGUSTA, GA 30907

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

LAVENDER & ASSOC, INC.
P.O. BOX 1654
STATESBORO, GA 30459

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

HEAVENER AND ASSOCIATES
CONSTRUCTION
P.O. BOX 14129
AUGUSTA, GA 30919

ATTN: LARRY MCCORD
LARRY MCCORD DESIGN/BUILD
2016 HIGHLAND AVENUE
AUGUSTA, GA 30904

ATTAWAY CONSTRUCTION
ATTN: MELISSA TYLER
4234 WHEELER ROAD
MARTINEZ, GA 30907

ATTN: PAT PATRICK
MCKNIGHT CONSTRUCTION CO
P. O. BOX 204718
AUGUSTA GA 30917

ATTN: JAMES WILLIAMS
CONTRACT MANAGEMENT, INC.
P. O. BOX 3833
AUGUSTA, GA 30914

B.R. WALDEN CONSTRUCTION
2320 WALDEN DRIVE
AUGUSTA, GEORGIA 30904

COOK GENERAL CONTRACTING
ATTN: JENNIFER GRIER
3120 FRONTAGE ROAD
GAINESVILLE, GA 30504

SPRATLIN & SON CONSTRUCTION
P.O. BOX 66
139 N. PEACHTREE STREET
LINCOLNTON, GA 30817

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

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

ACC CONSTRUCTION CO
635 NORTHWEST FRONTAGE
AUGUSTA, GA 30907

AKINS GENERAL CONTRACTORS
PO BOX 941
520 PARK AVENUE
STATESBORO, GA 30458

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

TWO STATE CONSTRUCTION
2292 WASHINGTON ROAD
THOMSON, GA 30824

GARY L MCELMURRAY CONSTRUCTION
ATTN: TAYLOR PETERSON
181 OLD JACKSON HIGHWAY
BEECH ISLAND, SC 29842

TAKIYAH DOUSE
AUGUSTA CENTRAL SERVICES
DEPARTMENT

RICK ACREE
AUGUSTA FIRE DEPARTMENT

PHYLLIS JOHNSON
COMPLIANCE

BID ITEM #19-181
AUGUSTA 911 ADDITIONS AND
RENOVATIONS
FOR AUGUSTA CENTRAL SERVICES
DEPARTMENT-FACILITIES
MAINTENANCE DIVISION
BID DUE: THUR. 04/04/19 @ 3:00 P.M.

BID ITEM #19-181
AUGUSTA 911 ADDITIONS AND
RENOVATIONS
FOR AUGUSTA CENTRAL SERVICES
DEPARTMENT-FACILITIES
MAINTENANCE DIVISION
BID MAILED: FEBRUARY 21, 2019

PR_bid_email_list

	WCCI INC 2019-02-27	scott.schroeder@beatty-construction.com SSCHROEDER, SSCHROEDER		
581339100	WINTER CONSTRUCTION COMPANY 2019-02-27	acannady@winter-environmental.com ACANNADY, ACANNADY	N	NOM
	WINTER CONSTRUCTION COMPANY 2019-02-27	ijackson@winter-environmental.com WINTERENV, WINTERENV		
	WINTER CONSTRUCTION COMPANY 2019-02-27	mreid@winter-construction.com WINTER191, WINTER191		
	WINTER CONSTRUCTION COMPANY 2019-02-27	research@winter-construction.com WINTER, WINTER		

ETHNIC GROUP	COUNT
African American	2
Asian American	1
Native American	0
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	25
Not Classified	0
Total Number of Vendors	28
Total Number of Contacts	58

PR_bid_email_list

19-181 Georgia Procurement Vendor Summary

Item # 6



Compliance Department

Phyllis Johnson
Interim Compliance Director

MEMORANDUM

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

From: Phyllis Johnson, Interim Director, Compliance Department *Phyllis*

Date: April 8, 2019

Subject: Augusta 911 Additions and Renovations
Bid Item # 19-181

☒ This Bidder/Offeror **IS** eligible for award. ☐ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and concurrence of responsiveness and compliance by the bidder/offeror, Contract Management, Inc. Augusta, Georgia code requires contractor(s) to meet the assigned LSBOP Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The goal established for the Augusta 911 Additions and Renovations for Augusta, Georgia, Bid Item #19-181, is **6%**. The bidder/offeror has committed to a minimum of **6%** and has satisfied the good faith efforts. **This bidder/offeror is eligible for award.**

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

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



Administrative Services Committee Meeting
7/9/2019 1:15 PM
HCD_ Citizen Advisory Committee (CAC) By-laws Revisions

Department: HCD

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

Caption: Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee (CAC).

Background: The U.S. Department of Housing and Urban Development (HUD) under authority to it by the Housing and Community Development Act of 1974, as amended, requires each jurisdiction (city, county, etc.) to adopt a ‘citizen participation plan’ which must provide for and encourage citizens to participate in the development of the consolidated plan, any substantial amendments to the consolidated plan, and the performance report. These requirements are to especially encourage low-and-moderate income citizen participation where Community Development Block Grants (CDBG) are employed or sought. Accordingly, low-and-moderate income citizens, non-profit organizations, relevant advocacy groups, and interested parties must be involved in the preparation of the Consolidated Plan (Con Plan) through the mechanisms set up in the Citizen Participation Plan (Citizen Plan). The Con Plan approach is a means to meet the requirements of the CDBG Program. The Citizen Plan requires, at a minimum, citizen input during three (3) stages of the Con Plan; A) The Proposed Plan (Con Plan), B) Substantial Amendments to the Proposed Plan (Con Plan), C) Performance Reports. The Citizens Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Housing and Community Development Department and approved via the Augusta, GA Commission.

Analysis: The approval of the revised CAC by-laws outlines supplementary collaboration between HCD and the CAC.

Financial Impact:

Cover Memo

Item # 7

The approval of the submitted revisions will enable the Citizen Advisory Committee to proceed in agreeance using the aforementioned By-laws as a basis.

Alternatives: Do not approve HCDs Request.

Recommendation: Motion to approve the By-laws revision request of the HCD Citizen Advisory Committee (CAC)

Funds are Available in the Following Accounts: Not Applicable

REVIEWED AND APPROVED BY:

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

FINAL

AUGUSTA, GEORGIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT (AHCDD) CITIZEN'S ADVISORY COMMITTEE BY-LAWS

The following by-laws shall apply to the Augusta, Georgia Housing and Community Development Department (AHCDD) Citizens Advisory Committee established as part of Augusta's Citizen Participation Plan for community Development Programs financed in whole or in part by the U.S. Department of Housing and Urban Development (HUD).

ARTICLE I. DEFINITIONS

The following definitions shall apply to the terms below as they may appear throughout the by-laws:

Action Plan – A one year plan that gives specific information about how Augusta, Georgia will use CDBG, HOME, ESG, HOPWA and other related federal funds to work toward reaching the goals set forth in the City's Consolidated Plan.

Consolidated Plan – The document submitted to HUD that serves as the planning document for Augusta, Georgia and an application for funding under the following formula grant programs: CDBG, HOME, ESG, and HOPWA, which is prepared in accordance with the applicable federal regulations.

Community Development Block Grant (CDBG) – Federal program created for community development as a result of Title I of the Housing and Community Development Act of 1974, as amended.

Emergency Shelter Grant (ESG) – Federal program created specifically to assist homeless persons as a result of Subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

Home Investment Partnerships (HOME) – Federal program created to implement local housing strategies designed to increase homeownership and affordable housing opportunities for low and very low-income Americans as a result of Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990.

Housing Opportunities for Persons with Aids (HOPWA) – Federal program created through the National Affordable Housing Act of 1990 and authorized by the AIDS Housing Opportunity Act

of 1992. Funds are authorized for use for housing and supportive services for persons medically diagnosed with HIV/Aids.

Neighborhood Stabilization Program (NSP) – Federal program created through Congress to help cities, counties and states deal with community problems that are the result of the mortgage foreclosure crisis in the nation.

ARTICLE II. FUNCTIONS AND ROLES

1. The Citizen’s Advisory Committee shall act as a representative body for the citizens of Augusta, Georgia and serve in an advisory capacity to the Augusta Housing and Community Development Department (AHCDD) for all projects funded, or proposed to be funded under the following HUD programs: Community Development Block Grant (CDBG), HOME Investment Partnerships, Emergency Solutions Grants (ESG), Housing Opportunities for People with Aids (HOPWA), and the Neighborhood Stabilization Program (NSP).
2. The Citizen’s Advisory Committee shall be provided an opportunity to actively participate in the final process of data review and presentation formatting, to ensure transparency and accountability on behalf of the citizens in Augusta-Richmond County, and to engage as a member of the process of formulating, yet waiving final determination of outcomes of, the Five-Year Consolidated Plan and the Annual Action Plan, pursuant to relevant Federal laws and Guidelines.
3. The Citizen’s Advisory Committee may participate in reviewing and evaluating applications for programmed funds under the guidelines of the Augusta Housing and Community Development Department.
4. The Citizen’s Advisory Committee shall have the responsibility of reviewing all Citizenry comments submitted in regards to the expenditure of funding to the Augusta Housing and Community Development Department. The Citizen’s Advisory Committee shall serve as “a voice” for the citizens of Augusta, Georgia. All such comments will be submitted to the Augusta Housing and Community Development Department for consideration.
5. The Citizen’s Advisory Committee shall submit the Citizenry comments and concerns to the Director of the Augusta Housing and Community Development Department. Said concerns shall be taken under advisement and addressed in a manner deemed appropriate by the Augusta Housing and Community Development Department in consultation with the Augusta Commission.

ARTICLE III. MEMBERSHIP

1. **General:** The Citizen's Advisory Committee shall consist of ten (10) members, each of whom shall represent one of the ten voting districts in Augusta, Georgia. Each member shall be nominated by the individual Commissioner representing District 1, District 2, District 3, District 4, District 5, District 6, District 7, District 8, District 9, and District 10. All members shall be residents of Augusta.

Members of the advisory committee shall serve until their resignation, disqualification or their successor is appointed and qualified by the Commissioner representing the respective Districts.

The term of members of the advisory committee appointed by Commissioners of the respective Districts shall automatically expire upon the termination of the appointing Commissioner's incumbency.

The advisory committee may also include an ex-officio, non-voting member of the Augusta Richmond County Commission.

2. **Officers:** The officers of the Citizen's Advisory Committee shall consist of a Chairman, Vice-Chairman, and a Secretary.

CHAIRMAN

A Chairman shall be elected by the Citizen's Advisory Committee from among its members for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Chairman shall serve as such for not more than two (2) consecutive terms.

- A. The Chairman shall preside over the advisory committee meetings and shall have the right to vote.
- B. The Chairman will serve as the primary point of contact with the Director, Augusta Housing and Community Development Department.
- C. The Chairman will coordinate scheduled meetings, agendas and subjects for discussion with the Director, Augusta Housing and Community Development Department.

- D. The Chairman shall decide all points of procedure, subject to these by-laws and the latest edition of Roberts Rules of Order, unless otherwise directed by the majority of the advisory committee in session at the time.

VICE-CHAIRMAN

A Vice-Chairman shall be elected by the Citizen's Advisory Committee from among its members in the same manner for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Vice-Chairman shall serve no more than two (2) consecutive terms.

- A. The Vice-Chairman shall serve as "Acting Chairman" in the absence of the Chairman or when that officer has to refrain from participation because of a conflict of interest and shall have the same powers and duties as the Chairman.
- B. The Vice-Chairman shall have the right to vote.
- C. Upon the resignation or disqualification of the Chairman, the Vice-Chairman shall assume the Chairmanship for the remainder of the unexpired term or until a new Chairman is elected.

SECRETARY

A Secretary shall be elected by the Citizen's Advisory Committee from among its members in the same manner for a one (1) year term. The term shall run from January 1 of each year until December 31 of each year. The Secretary shall serve no more than two (2) consecutive terms.

- A. The Secretary shall be responsible for keeping records of committee actions, including overseeing the taking of minutes at all advisory committee meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each advisory committee member, and assuring that Augusta Housing and Community Development Department records are maintained.
- B. The Secretary shall have the right to vote.
- C. The Secretary shall maintain a current roster of advisory committee members' home address, email address, and telephone numbers, including a mobile phone number.
- D. In the absence of the Secretary, the Chairman will appoint another member to serve as Secretary for that meeting.

- E. Augusta Housing and Community Development Department will provide administrative assistance to the Secretary to the extent possible as determined by the Augusta Housing and Community Development Department Director. This support may include paper reproduction, folders, etc. Augusta Housing and Community Development Department will not allow advisory committee support to restrict its ability to carry out its primary service mission.

ARTICLE IV. POINT OF CONTACT

The Director of the Augusta Housing and Community Development Department, or the Director's designee shall serve as a point of contact for the Citizen's Advisory Committee. The Director, or designee, shall be willing to provide assistance to the Chairman in preparing items of discussion for the Citizen's Advisory Committee meeting agendas, providing assistance, when necessary to ensure the proper recording and transcribing of all meetings minutes, and providing assistance, when necessary, to ensure proper delivery for all related correspondence with advisory committee members. It is understood that the Director of the Augusta Housing and Community Development Department, or the Director's designee shall only be of assistance when deemed necessary, and that it remains the primary responsibility of the Chairman, Vice-Chairman, and Secretary to ensure that these matters are addressed in a timely matter.

ARTICLE V. VOTING

1. Each Citizen's Advisory Committee member, including the Chairman, Vice-Chairman, and Secretary shall vote regarding the business of the advisory committee and the submission of comments from the public. An advisory committee member shall abstain from voting in the event of a conflict of interest. The advisory committee member shall state for the record the basis for the abstention and complete a Statement of Potential Conflict of Interest Form.
2. Voting by proxy or absentee is prohibited.

ARTICLE VI. ATTENDANCE REQUIREMENTS

Faithful and prompt attendance at all meetings of the Citizen's Advisory Committee, and conscientious performance of the duties required of members, shall be a prerequisite to continuing membership on the advisory committee.

1. Any member who for reasons other than sickness or bona fide emergency misses three (3) consecutive regular meetings within a calendar year shall be recommended for replacement. Any member who is unable to attend a meeting, whether regular or special, shall contact the Chairman, Secretary, or designee, as soon as possible so that the Chairman can determine whether or not a quorum can be established.
2. The Chairman, Secretary, or designee, shall maintain a record of attendance for each advisory committee member. The Chairman shall notify the individual, the Clerk of Commission and the appointing Commissioner after a member misses three (3) consecutive meetings within a calendar year.
3. In the event of a violation of the attendance requirements, the Citizen's Advisory Committee may vote to recommend to the Augusta Commission that a vacancy be declared and that the vacant position be filled in an expeditious manner.

ARTICLE VII. QUORUM

At least four (4) members of the Citizen's Advisory Committee must be present to constitute a quorum. When a quorum is not present, the advisory committee may conduct no business other than to reschedule the date and time of the meeting, and to adjourn. A list of members and any votes taken shall accompany all advisory committee recommendations and resolutions or dissenting opinions.

ARTICLE VIII. MEETINGS

1. Regular Meetings: The Citizen's Advisory Committee shall hold monthly meetings on the fourth Thursday of each month. Said meetings will be at 2:00P.M. in the Conference Room of the Augusta Housing and Community Development Department, 925 Laney Walker Blvd., Augusta, Georgia 30901, or in any other designated meeting place, provided the location is specified in all notices required by law. If a regularly scheduled meeting occurs on a legal holiday, the Chairman, with the concurrence of a majority of the advisory committee, may set an alternate date for the meeting. At the meeting in the month of December new officers will be elected and any outstanding business for that year will be concluded.

At each regular meeting the Director, or designee, will provide a status update of projects listed in the Annual Plan, as approved by the Augusta Commission and HUD.

The Director, or designee, will assist in ensuring compliance with the Georgia Open and Public Meetings Act, in coordination with the Clerk of Commission. If a quorum

is not present at a regular meeting of the advisory committee, a special meeting may be held within 14 working days from such scheduled meeting.

2. Special Meetings: Special Meetings of the Citizen's Advisory Committee may be called at any time by the Chairman. At least forty-eight (48) hours notice of the time and place of special meetings shall be given to each member of the advisory committee **and coordinated with the Director, Augusta Housing and Community Development Department.** The Augusta Housing and Community Development Department shall have the responsibility of notifying the press and others as required by the Georgia Open and Public Meetings Act.
3. Cancellation of Meetings: Whenever there is no business for the Citizen's Advisory Committee, the chairman may dispense with a regular meeting by giving notice to all members **and coordinating with the Director, Augusta Housing and Community Development Department.** not less than twenty-four (24) hours prior to the time set for the meeting.
4. Recessed Meetings: Should the business before the Citizen's Advisory Committee not be completed, the Chairman may recess the same from day-to-day until the matters before the committee are completed.
5. Open Meetings: All Meetings of the Citizen's Advisory Committee shall be open to the public. However, members of the public shall not address the advisory committee unless invited to do so by the Chairman.
6. Rules of Order: Meetings shall be conducted in an orderly manner to ensure the fair treatment of all persons and issues before the advisory committee. The latest version of Roberts Rules of Order Newly Revised shall be available for reference when procedural issues are to be resolved.

ARTICLE IX. NOTICE AND PUBLIC INFORMATION

1. The Director, or designee, shall be responsible for ensuring compliance with the Georgia Open Records and Open Meetings Act.
2. The Director, or designee, is required to comply with the guidelines pertaining to matters of public notice and scheduling as provided by the Clerk of Commission.

ARTICLE X. LIMITATION OF POWERS

Citizen's Advisory Committee members shall operate within the charge given by the Augusta Commission and in compliance with statutes and ordinances of Augusta,

AHCDD

Citizen's Advisory Committee By-Laws

Page 7 of 8

Item # 7

Georgia. Nothing contained in this statement of policies and procedures shall be construed to be in conflict with any state law or City of Augusta nor Richmond County ordinance. Should there be an appearance of conflict, the appropriate state law or city/county ordinance shall prevail.

Neither the Citizen's Advisory Committee, nor any member thereof, shall:

- Possess authority over the Augusta Housing and Community Development Department;
- Incur city/county expense or obligate the city/county in any manner;
- Conduct any activity that might constitute or be construed as establishment of city/county or department policy;
- Violate the confidentiality of any information related to matters involving pending or forthcoming grant allocation including but not limited to sub-recipient/applicant financial information, credit worthiness assets, debts, obligations, or commitments.

The activities of the Citizen's Advisory Committee shall, at all times, be conducted in accordance with all federal, state, and local laws.

ARTICLE XI. AMENDMENTS

These by-laws applicable to the Citizen's Advisory committee may be amended or revised by the affirmative vote of six (6) members of the Augusta Commission. All amendments or revisions to these by-laws shall be filed with the Clerk of Commission.



Administrative Services Committee Meeting
7/9/2019 1:15 PM
HCD_Sand Hills Urban Development HOME Funding 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 Sand Hills Urban Development for the development of three (3) single family affordable housing units for low to moderate income families.

Background: Housing and Community Development and Sand Hills Urban Development (SHUD) have been in collaboration promoting affordable housing through a partnership where in SHUD constructed eight (8) single family units in South Augusta. Sand Hills has requested HCD's continual partnership in offering affordable housing by providing HOME funds for the construction of three (3) additional units. SHUD has acquired Capital Rise as a development partner that brings 50% of construction to all development deals. Sand Hill Urban Development is requesting: · 2565 Dover Street , Augusta, GA 30906: Total Construction Cost: \$165,000. Requesting 85,000 · 2525 Dover Street , Augusta GA 30906: Total Construction Cost: \$165,000. Requesting \$85,000 · 4321 Creek View Drive, Hephzibah, GA 30815: Total Construction Cost: \$190,000. Requesting \$95,000 The funding request is to assist with the cost associated with the construction of single family units.

Analysis: The approval of funding will allow SHUD to construct three (3) single-family units which will be sold to eligible low - moderate income homebuyers.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ \$265,000.00 to assist in construction cost of three (3) single family units.

Cover Memo

Alternatives: Do not approve the funding to Sand Hills Urban Development.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development for the development of three (3) single family affordable housing units for low to moderate income families.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: a) Home Investment Partnership Program (HOME) funds. Org key: 221073212

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILLS URBAN DEVELOPMENT, INC.

In the amount of

\$ 95,000.00**Ninety-Five Thousand Dollars & 00/100**For Fiscal Year **2018**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“4321 Creekview Drive – Single Family ”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2017 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*AHCD*”) – with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Sand Hills*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Sand Hills will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income

families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2014-2018; and the Year 2018 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 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.

WHEREAS, Sand Hills has been selected and approved to partner with Capital Rise Construction as development partners to assist in the development of the Pinnacle Place Community.

WHEREAS, Sand Hills has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, Sand Hills has requested and Augusta has approved a total of \$95,000.00 in loan/grant funds 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

a. Project Description

Sand Hills agrees to utilize approved HOME funds to support project related costs associated with 4321 Creekview Drive, a single family housing unit. This project is the construction of an affordable housing effort which involves development and construction of a new single family unit within the Pinnacle Place Community. Under this agreement:

- i. Perform new construction services for a single family unit.*

- ii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iii. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program; prior to the completion of the assigned home.

B. Use of Funds

HOME Program funds shall be used by Sand Hills for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ 95,000.00 in a loan/grant shall be expended by Sand Hills from year 2017 HOME Program funds for construction costs related to the development of an affordable single family unit in the Pinnacle Place Community. The design and specifications must be approved by AHCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 4321 Creekview Drive, Augusta, Georgia 30906

Initial: _____

C. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development shall conduct project development activities and related services in its project area (also known as the Pinnacle Place Community) that incorporates the following boundaries: Highway 1 on the North and West, Deansbridge

Road on the South and Peach Orchard Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills will be in compliance with 24 CFR Part 92. Notwithstanding any other provisions of this contract, SHUD 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

Sand Hills will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Sand Hills will carry out this project with implementation oversight provided by AHCD. Sand Hills agrees to perform the required services under the general coordination of AHCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$95,000.00 loan/grant under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can found in Appendix B. For invoicing, Sand Hills will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and

specific line item names that relate to the contract budget found in Appendix A.

- b. AHCD will monitor the progress of the project and Sand Hills performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Upon the termination 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.
- d. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru AHCD.
- e. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- f. This Agreement is based upon the availability of HOME Program funds.

Initial: _____

B. Project Financing

AHCD will fund a fifty percent (50%) of the total construction costs of a single project. The project financing breakdown is as follows:

- a. This agreement will consist of a 75 % loan and a 25 % grant which of that will be repaid at the time of closing.
- b. SHUD agrees to repay (to AHCD) 75% of the sale price/total construction cost (whichever is less) at closing.
- c. SHUD agrees to retain 25% of the sale price/total construction cost (whichever is less) at closing to be used as developer's fee (16% max) & programmable funds as part of a future HOME project.
- d. SHUD agrees to bring 50% of total construction cost of unit through the partnership of Capital Rise Construction. (See funding commitment letter)
- e. SHUD agrees that AHCD HOME funding will be utilized at the beginning of the construction phase of this project with Capital Rise Construction funding completing the unit.

Initial: _____

C. Timetable for Completion of Project Activities

Sand Hills shall obligate the designated HOME Program funds within six months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills will provide a detailed outline of critical project milestones and projected expenditures during the course of the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Sand Hills shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of AHCD. The penalty for non-completion is \$200 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

Sand Hills shall be paid a total consideration of \$ 95,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills. 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 Sand Hills Urban Development.

Sand Hills shall adhere to the following budget in the performance of this contract:

Construction	\$ 95,000.00
---------------------	---------------------

Total Project Activity Cost	\$ 95,000.00
------------------------------------	---------------------

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions with regard to its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then AHCDD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Sand Hills Urban Development (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article I. D, or in accordance with Article VII: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Sand Hills or any subcontractor hereunder. All payments will be made to Sand Hills unless otherwise requested by Sand Hills Urban Development.
- B. Sand Hills shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Sand Hills will utilize program income from this project to fund future HOME project.

- E. Subject to Sand Hills compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- F. 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.
- G. Requests by Sand Hills for payment shall be accompanied by proper documentation and shall be submitted to AHCDD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by AHCDD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- H. Sand Hills shall maintain an adequate financial system and internal fiscal controls
- I. The homebuyer subsidy will be determined after the amount of the buyer’s permanent mortgage has been determined.
- J. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the

value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Sand Hills shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Sand Hills shall maintain records that document all clients served with HOME funds. In addition, Sand Hills shall document each client's race, family size, annual household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when

completed by those clients served by Sand Hills, shall provide the information and verification described above.

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement

and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII. ADMINISTRATIVE REQUIREMENTS

Sand Hills 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 provisions applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Sand Hills. No person described above who exercises, may exercise or has exercised any functions or responsibilities with responsibilities with respect to the HOME 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 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. Sand Hills 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)

Sand Hills shall comply with the requirements and standards of OMB Circular A-122 “Cost Principles for Non-Profit Organizations” and 24 CFR Part 570.502(b), “Applicability of Uniform Administrative Requirements.”

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

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

Initial: _____

ARTICLE IX. OTHER REQUIREMENTS

- A. Sand Hills agrees that it will conduct and administer HOME Program 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 Sand Hills’ publications and/or advertisements. (24 CFR 570.601).
- B. Sand Hills agrees that the ownership in the housing assisted units must meet the definition of “homeownership” in §92.2.
- C. Sand Hills 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. Sand Hills agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with Laney Walker Bond funds, **HOME funds**, and/or NSP funds under this Agreement, Sand Hills will adhere to the Davis-Bacon Act (40 U.S.C 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 570.603).
- E. 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.
- F. Sand Hills agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/AHCD in complying with the NEPA Act and regulations, and that no activities will be undertaken until notified by Augusta/AHCDD 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 the Augusta-Richmond County Planning Department. (24 CFR 570.604)

- G. Consistent with the Flood Disaster Protection Act of 1973 (42 U.S.C 4001-4128), J&B agrees that Laney Walker Bond funds, **HOME funds**, and/or NSP 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.
- H. Sand Hills agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities with HOME funds, and/or NSP funds 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).
- I. Sand Hills 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. Sand Hills will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- J. Sand Hills will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills 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 social status.
- K. Sand Hills 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 2011). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** J&B agrees to comply with

any federally mandated requirements as to minority and women owned- business enterprises.

- L. Sand Hills agrees the low and moderate income persons residing 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)
- M. In accordance with Section 92.355 of the HOME Regulations and Section 571.608 of the CDBG Regulations, Sand Hills 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.
- N. Sand Hills agrees to comply with 254 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligible status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by AHCD.
- O. In accordance with 24 CFR part 24, subpart F, Sand Hills 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.
- P. Any publicity generated by Sand Hills 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-Richmond County in making the project possible. The words “Augusta-Richmond County 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.
- Q. In accordance with 24 CFR 85.43, if Sand Hills fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the suspension and termination provisions of ARTICLE VII. For purposes of this Agreement, timely expenditure of funds means Sand Hills shall obligate and expend its funds as designated under ARTICLE II.C.

- R. Sand Hills shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit to trespass on any public or private property in performing any of the work embraced by this contract. Sand Hills agrees to obtain all necessary permits for intended improvements or activities.
- S. Sand Hills shall not assign any interest in this contract or transfer any interest in this same without the prior written approval of Augusta.
- T. Sand Hills 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 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.
- U. Indirect costs will only be paid if Sand Hills has an indirect cost allocation plan approved by the Augusta/AHCDD prior to the execution of this Contract.
- V. If applicable, Laney-Walker shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).
- W. All housing unites [rehabilitated, reconstructed, or newly constructed] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.25. The Property Standards at 24 CFR 92.251 require that the homes receiving funds must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is “new construction” by HOME Programs definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable.

Initial: _____

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Sand Hills 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 Sand Hills cures any breach of the agreement. If Sand Hills fails to cure the breach, Augusta may suspend

or terminate the current award of funds. Sand Hills will not be eligible to receive any other funding.

- B. Notwithstanding the above, Sand Hills 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 Laney-Walker 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 Sand Hills Revitalization Plan, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay Sand Hills for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, Sand Hills shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HOME Program funds previously disbursed or income derived therefrom.

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 notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

With copies to:

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

Sand Hills will receive all notices at the address indicated below:

Sand Hills Urban Development, Inc.
3062 Damascus Road, Suite 10
Augusta, Georgia 30909

ARTICLE XII: INDEMNIFICATION

Sand Hills 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, Laney-Walker 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.

Initial: _____

ARTICLE XIII. INSURANCE AND BONDING

Sand Hills shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Sand Hills shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Sand Hills handling or charged with the responsibility for handling funds and property pursuant to this contract. Sand Hills shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Sand Hills shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Sand Hills hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. 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 Sand Hills beyond the term of this Agreement.

ARTICLE XV. 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 XVI. 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 XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

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

ATTEST:

Sand Hills Urban Development , Inc.
(Grantee)

SEAL:

By: _____
Its: _____

(Plain witness)

APPENDIX “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the \$ 95,000.00 in Fiscal Year 2017 HOME Program funds to Sand Hills. These funds will support new construction with the production of approximately one (1) affordable single-family residential unit in connection with the continuation of 4321 Creekview Drive, Augusta, GA 30906.
2. AHCD must review and approve all residential design plans, 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 Sand Hills in accordance with the attached drawdown schedule and budget.
3. AHCD will provide the lots on which all new affordable homes are to be built under this agreement and in connection with the Sand Hills Urban Development Revitalization Project.
4. With AHCD approval, Sand Hills Urban Development may use funds under this agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
5. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, AHCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (AHCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires;

floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

- iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies AHCD in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, AHCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be indentified on a project-by-project basis. In no case will this amount exceed the maximum per unit amount defined at 24 CFR 92.250
- b. AHCD 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.
- c. Sand Hills Urban Development must make sure contractors obtain and post all permits on job site. Prior to releasing final payment on each house, Sand Hills must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspections.
- d. Sand Hills must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- e. AHCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

7. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this agreement must be based on a formal appraisal. Unless otherwise agreed to by AHCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the City of Augusta program requirements
- c. Buyers will be required to borrow no less than 75% of the sale prices of the house from a private lending institution unless otherwise agreed to by AHCD.

8. Augusta Housing and Community Development Department will deliver building lots, or vacant buildings, free of encumbrances, and ready for building in accordance with local zoning and land use regulations applicable to the location of the parcel being developed.

APPENDIX “B”

REPORTING REQUIRMENTS

Sand Hills Urban Development, Inc. shall submit to the Grantee the following reports for the term of this Agreement.

1. Weekly Status Reports
 - a. Due by 10:00am Monday morning for the previous week. Report will contain actual/estimated costs/date, issues and concerns. MS Project schedule will be manually updated so that AHCD can input data to master schedule.
2. Monthly/Quarterly Progress & Financial Reports
 - a. Due the 15th of the new quarter.
3. Annual Progress Report
 - a. Due 365 days from the effective date of this agreement
4. Program Income Quarterly Report
5. Audit/Financial Report
6. Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; application for services; record of services provided; amount of services provided; documentation of costs for which assistance is provided; transportation log; documentation of medical need regarding prescriptions; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.

**APPENDIX “C”
FINANCING LETTER**

APPENDIX “D”

STATUTES (AVAILABLE ON REQUEST)

1. 24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)
2. OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
3. OMB Circular A-122 – Cost Principals for Non-Profit Organizations
4. OMB Circular A-133 – Audits of Institutions of Higher Education & other Non-Profit Institutions
5. 40 USC 276 Davis-Bacon Act
6. 40 USC 327 Contract Work Hours and Safety Standard Act
7. Uniform Relocation Assistance and Real Property Acquisition Policies Act
8. Lead Based Paint Poisoning Prevention Act
9. 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
10. Augusta-Richmond County Procurement Policy
11. Conflict of Interest Affidavit.

FORMS

1. Reimbursement Form

EXHIBIT “A”

CONSTRUCTION REQUIREMENTS

All construction projects shall comply with Federal, State, and Local codes and ordinances, including, but not limited to, the following:

- “Standard Building Code”, 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “Standard Plumbing Code”, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “Standard Mechanical Code”, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “National Electric Code”, latest edition, National Fire Protection Association, Quincy, Massachusetts.
- Model Energy Code, 1997, Council of American Building Officials
- “ADA Accessibility Guidelines for Buildings and Facilities”, Department of Justice, American with Disabilities Act of 1990.
- Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- 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).
- 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).
- Section 106 of the National Historic Preservation Act 916 U.S.C. 470f).

Project Review: All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials used

Rehabilitation Standards: All rehabilitation work will comply with the “Uniform Physical Condition Standards for HUD Housing.” Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List.

Inspections: All projects will be inspected and approved by and AHCD Construction and Rehabilitation Inspector prior to release of the funds for that request.

EXHIBIT “B”
PROJECT SCHEDULE OF COMPLETION

Sand Hills Urban Development must provide a completed schedule of completion as Exhibit “B” with appropriate milestones within 10 to 15 days after the signing of this agreement. This schedule must be provided in sufficient detail to permit AHCD to monitor and assess progress in connection with the performance of this agreement.

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILLS URBAN DEVELOPMENT, INC.

In the amount of

\$ 85,000.00**Eighty-Five Thousand Dollars & 00/100**For Fiscal Year **2018**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2565 Dover Street – Single Family ”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2017 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*AHCD*”) – with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Sand Hills*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Sand Hills will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income

families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2014-2018; and the Year 2018 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 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.

WHEREAS, Sand Hills has been selected and approved to partner with Capital Rise Construction as development partners to assist in the development of the Dover Street Community.

WHEREAS, Sand Hills has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, Sand Hills has requested and Augusta has approved a total of \$85,000.00 in loan/grant funds 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

a. Project Description

Sand Hills agrees to utilize approved HOME funds to support project related costs associated with 2565 Dover Street, a single family housing unit. This project is the construction of an affordable housing effort which involves development and construction of a new single family unit within the Dover Community. Under this agreement:

- i. Perform new construction services for a single family unit.*

- ii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iii. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program; prior to the completion of the assigned home.

B. Use of Funds

HOME Program funds shall be used by Sand Hills for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ 85,000.00 in a loan/grant shall be expended by Sand Hills from year 2017 HOME Program funds for construction costs related to the development of an affordable single family unit in the Sand Hills Community. The design and specifications must be approved by AHCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 2565 Dover Street, Augusta, Georgia 30906

Initial: _____

C. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development shall conduct project development activities and related services in its project area (also known as the Dover Community) that incorporates the following boundaries: Highway 1 on the North and West, Bobby Jones Expressway on

the South and Peach Orchard Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills will be in compliance with 24 CFR Part 92. Notwithstanding any other provisions of this contract, SHUD 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

Sand Hills will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Sand Hills will carry out this project with implementation oversight provided by AHCD. Sand Hills agrees to perform the required services under the general coordination of AHCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$85,000.00 loan/grant under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can found in Appendix B. For invoicing, Sand Hills will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and

specific line item names that relate to the contract budget found in Appendix A.

- b. AHCD will monitor the progress of the project and Sand Hills performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Upon the termination 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.
- d. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru AHCD.
- e. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- f. This Agreement is based upon the availability of HOME Program funds.

Initial: _____

B. Project Financing

AHCD will fund a fifty percent (50%) of the total construction costs of a single project. The project financing breakdown is as follows:

- a. This agreement will consist of a 75 % loan and a 25 % grant which of that will be repaid at the time of closing.
- b. SHUD agrees to repay (to AHCD) 75% of the sale price/total construction cost (whichever is less) at closing.
- c. SHUD agrees to retain 25% of the sale price/total construction cost (whichever is less) at closing to be used as developer's fee (16% max) & programmable funds as part of a future HOME project.
- d. SHUD agrees to bring 50% of total construction cost of unit through the partnership of J.L. Lovett Construction. (See funding commitment letter)
- e. SHUD agrees that AHCD HOME funding will be utilized at the beginning of the construction phase of this project with J.L. Lovett Construction funding completing the unit.

Initial: _____

C. Timetable for Completion of Project Activities

Sand Hills shall obligate the designated HOME Program funds within six months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills will provide a detailed outline of critical project milestones and projected expenditures during the course of the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Sand Hills shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of AHCD. The penalty for non-completion is \$200 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

Sand Hills shall be paid a total consideration of \$ 85,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills. 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 Sand Hills Urban Development.

Sand Hills shall adhere to the following budget in the performance of this contract:

Construction	\$ 85,000.00
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Total Project Activity Cost	\$ 85,000.00
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Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions with regard to its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then AHCDD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Sand Hills Urban Development (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article I. D, or in accordance with Article VII: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Sand Hills or any subcontractor hereunder. All payments will be made to Sand Hills unless otherwise requested by Sand Hills Urban Development.
- B. Sand Hills shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Sand Hills will utilize program income from this project to fund future HOME project.

- E. Subject to Sand Hills compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- F. 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.
- G. Requests by Sand Hills for payment shall be accompanied by proper documentation and shall be submitted to AHCDD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by AHCDD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- H. Sand Hills shall maintain an adequate financial system and internal fiscal controls
- I. The homebuyer subsidy will be determined after the amount of the buyer’s permanent mortgage has been determined.
- J. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the

value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Sand Hills shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Sand Hills shall maintain records that document all clients served with HOME funds. In addition, Sand Hills shall document each client's race, family size, annual household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when

completed by those clients served by Sand Hills, shall provide the information and verification described above.

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement

and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII. ADMINISTRATIVE REQUIREMENTS

Sand Hills 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 provisions applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Sand Hills. No person described above who exercises, may exercise or has exercised any functions or responsibilities with responsibilities with respect to the HOME 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 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. Sand Hills 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)

Sand Hills shall comply with the requirements and standards of OMB Circular A-122 “Cost Principles for Non-Profit Organizations” and 24 CFR Part 570.502(b), “Applicability of Uniform Administrative Requirements.”

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

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

Initial: _____

ARTICLE IX. OTHER REQUIREMENTS

- A. Sand Hills agrees that it will conduct and administer HOME Program 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 Sand Hills’ publications and/or advertisements. (24 CFR 570.601).
- B. Sand Hills agrees that the ownership in the housing assisted units must meet the definition of “homeownership” in §92.2.
- C. Sand Hills 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. Sand Hills agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with Laney Walker Bond funds, **HOME funds**, and/or NSP funds under this Agreement, Sand Hills will adhere to the Davis-Bacon Act (40 U.S.C 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 570.603).
- E. 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.
- F. Sand Hills agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/AHCD in complying with the NEPA Act and regulations, and that no activities will be undertaken until notified by Augusta/AHCDD 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 the Augusta-Richmond County Planning Department. (24 CFR 570.604)

- G. Consistent with the Flood Disaster Protection Act of 1973 (42 U.S.C 4001-4128), J&B agrees that Laney Walker Bond funds, **HOME funds**, and/or NSP 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.
- H. Sand Hills agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities with HOME funds, and/or NSP funds 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).
- I. Sand Hills 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. Sand Hills will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- J. Sand Hills will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills 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 social status.
- K. Sand Hills 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 2011). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** J&B agrees to comply with

any federally mandated requirements as to minority and women owned- business enterprises.

- L. Sand Hills agrees the low and moderate income persons residing 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)
- M. In accordance with Section 92.355 of the HOME Regulations and Section 571.608 of the CDBG Regulations, Sand Hills 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.
- N. Sand Hills 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 ineligible status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by AHCD.
- O. In accordance with 24 CFR part 24, subpart F, Sand Hills 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.
- P. Any publicity generated by Sand Hills 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-Richmond County in making the project possible. The words “Augusta-Richmond County 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.
- Q. In accordance with 24 CFR 85.43, if Sand Hills fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the suspension and termination provisions of ARTICLE VII. For purposes of this Agreement, timely expenditure of funds means Sand Hills shall obligate and expend its funds as designated under ARTICLE II.C.

- R. Sand Hills shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit to trespass on any public or private property in performing any of the work embraced by this contract. Sand Hills agrees to obtain all necessary permits for intended improvements or activities.
- S. Sand Hills shall not assign any interest in this contract or transfer any interest in this same without the prior written approval of Augusta.
- T. Sand Hills 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 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.
- U. Indirect costs will only be paid if Sand Hills has an indirect cost allocation plan approved by the Augusta/AHCDD prior to the execution of this Contract.
- V. If applicable, Laney-Walker shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).
- W. All housing unites [rehabilitated, reconstructed, or newly constructed] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.25. The Property Standards at 24 CFR 92.251 require that the homes receiving funds must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by HOME Programs definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable.

Initial: _____

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Sand Hills 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 Sand Hills cures any breach of the agreement. If Sand Hills fails to cure the breach, Augusta may suspend

or terminate the current award of funds. Sand Hills will not be eligible to receive any other funding.

- B. Notwithstanding the above, Sand Hills 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 Laney-Walker 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 Sand Hills Revitalization Plan, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay Sand Hills for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, Sand Hills shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HOME Program funds previously disbursed or income derived therefrom.

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 notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

With copies to:

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

Sand Hills will receive all notices at the address indicated below:

Sand Hills Urban Development, Inc.
3062 Damascus Road, Suite 10
Augusta, Georgia 30909

ARTICLE XII: INDEMNIFICATION

Sand Hills 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, Laney-Walker 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.

Initial: _____

ARTICLE XIII. INSURANCE AND BONDING

Sand Hills shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Sand Hills shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Sand Hills handling or charged with the responsibility for handling funds and property pursuant to this contract. Sand Hills shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Sand Hills shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Sand Hills hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. 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 Sand Hills beyond the term of this Agreement.

ARTICLE XV. 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 XVI. 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 XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

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

ATTEST:

Sand Hills Urban Development , Inc.
(Grantee)

SEAL:

By: _____
Its: _____

(Plain witness)

APPENDIX “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the \$ 85,000.00 in Fiscal Year 2017 HOME Program funds to Sand Hills. These funds will support new construction with the production of approximately one (1) affordable single-family residential unit in connection with the continuation of 2565 Dover Street, Augusta, GA 30906.
2. AHCD must review and approve all residential design plans, 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 Sand Hills in accordance with the attached drawdown schedule and budget.
3. AHCD will provide the lots on which all new affordable homes are to be built under this agreement and in connection with the Sand Hills Urban Development Revitalization Project.
4. With AHCD approval, Sand Hills Urban Development may use funds under this agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
5. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, AHCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (AHCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires;

floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

- iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies AHCD in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, AHCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis. In no case will this amount exceed the maximum per unit amount defined at 24 CFR 92.250
- b. AHCD 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.
- c. Sand Hills Urban Development must make sure contractors obtain and post all permits on job site. Prior to releasing final payment on each house, Sand Hills must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspections.
- d. Sand Hills must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- e. AHCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

7. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this agreement must be based on a formal appraisal. Unless otherwise agreed to by AHCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the City of Augusta program requirements
- c. Buyers will be required to borrow no less than 75% of the sale prices of the house from a private lending institution unless otherwise agreed to by AHCD.

8. Augusta Housing and Community Development Department will deliver building lots, or vacant buildings, free of encumbrances, and ready for building in accordance with local zoning and land use regulations applicable to the location of the parcel being developed.

APPENDIX “B”

REPORTING REQUIRMENTS

Sand Hills Urban Development, Inc. shall submit to the Grantee the following reports for the term of this Agreement.

1. Weekly Status Reports
 - a. Due by 10:00am Monday morning for the previous week. Report will contain actual/estimated costs/date, issues and concerns. MS Project schedule will be manually updated so that AHCD can input data to master schedule.
2. Monthly/Quarterly Progress & Financial Reports
 - a. Due the 15th of the new quarter.
3. Annual Progress Report
 - a. Due 365 days from the effective date of this agreement
4. Program Income Quarterly Report
5. Audit/Financial Report
6. Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; application for services; record of services provided; amount of services provided; documentation of costs for which assistance is provided; transportation log; documentation of medical need regarding prescriptions; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.

**APPENDIX “C”
FINANCING LETTER**

APPENDIX “D”

STATUTES (AVAILABLE ON REQUEST)

1. 24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)
2. OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
3. OMB Circular A-122 – Cost Principals for Non-Profit Organizations
4. OMB Circular A-133 – Audits of Institutions of Higher Education & other Non-Profit Institutions
5. 40 USC 276 Davis-Bacon Act
6. 40 USC 327 Contract Work Hours and Safety Standard Act
7. Uniform Relocation Assistance and Real Property Acquisition Policies Act
8. Lead Based Paint Poisoning Prevention Act
9. 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
10. Augusta-Richmond County Procurement Policy
11. Conflict of Interest Affidavit.

FORMS

1. Reimbursement Form

EXHIBIT “A”

CONSTRUCTION REQUIREMENTS

All construction projects shall comply with Federal, State, and Local codes and ordinances, including, but not limited to, the following:

- “Standard Building Code”, 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “Standard Plumbing Code”, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “Standard Mechanical Code”, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “National Electric Code”, latest edition, National Fire Protection Association, Quincy, Massachusetts.
- Model Energy Code, 1997, Council of American Building Officials
- “ADA Accessibility Guidelines for Buildings and Facilities”, Department of Justice, American with Disabilities Act of 1990.
- Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- 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).
- 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).
- Section 106 of the National Historic Preservation Act 916 U.S.C. 470f).

Project Review: All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials used

Rehabilitation Standards: All rehabilitation work will comply with the “Uniform Physical Condition Standards for HUD Housing.” Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List.

Inspections: All projects will be inspected and approved by and AHCD Construction and Rehabilitation Inspector prior to release of the funds for that request.

EXHIBIT “B”
PROJECT SCHEDULE OF COMPLETION

Sand Hills Urban Development must provide a completed schedule of completion as Exhibit “B” with appropriate milestones within 10 to 15 days after the signing of this agreement. This schedule must be provided in sufficient detail to permit AHCD to monitor and assess progress in connection with the performance of this agreement.

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILLS URBAN DEVELOPMENT, INC.

In the amount of

\$ 85,000.00**Eighty-Five Thousand Dollars & 00/100**For Fiscal Year **2018**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2525 Dover Street – Single Family ”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2017 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*AHCD*”) – with principal offices at 925 Laney Walker Blvd., 2nd Floor, Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Sand Hills*”) as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U.S. Department of Housing and Urban Development (hereafter called HUD) as a HOME Program Participating Jurisdiction, and Augusta has received HOME Investment Partnerships Act (hereinafter called HOME or the HOME Program) funds from HUD for the purpose of providing and retaining affordable housing for eligible families; as defined by HUD; and

WHEREAS, Sand Hills will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income

families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2014-2018; and the Year 2018 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills for the administration of HOME eligible affordable housing development activities; and

WHEREAS, this activity has been determined to be an eligible HOME activity according to 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.

WHEREAS, Sand Hills has been selected and approved to partner with Capital Rise Construction as development partners to assist in the development of the Dover Street Community.

WHEREAS, Sand Hills has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, Sand Hills has requested and Augusta has approved a total of \$85,000.00 in loan/grant funds 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

a. Project Description

Sand Hills agrees to utilize approved HOME funds to support project related costs associated with 2525 Dover Street, a single family housing unit. This project is the construction of an affordable housing effort which involves development and construction of a new single family unit within the Dover Community. Under this agreement:

- i. Perform new construction services for a single family unit.*

- ii. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iii. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program; prior to the completion of the assigned home.

B. Use of Funds

HOME Program funds shall be used by Sand Hills for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of HOME funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this agreement:

a. Construction Costs

An amount not to exceed \$ 85,000.00 in a loan/grant shall be expended by Sand Hills from year 2017 HOME Program funds for construction costs related to the development of an affordable single family unit in the Sand Hills Community. The design and specifications must be approved by AHCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 2525 Dover Street, Augusta, Georgia 30906

Initial: _____

C. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development shall conduct project development activities and related services in its project area (also known as the Dover Community) that incorporates the following boundaries: Highway 1 on the North and West, Bobby Jones Expressway on

the South and Peach Orchard Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills will be in compliance with 24 CFR Part 92. Notwithstanding any other provisions of this contract, SHUD 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

Sand Hills will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of HOME funds and any other project funding as represented in Article II. C. 2 of this Agreement. Sand Hills will carry out this project with implementation oversight provided by AHCD. Sand Hills agrees to perform the required services under the general coordination of AHCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., may engage the services of outside professional services, consultants, and contractors to help carry out the program and project.

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: \$85,000.00 loan/grant under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can found in Appendix B. For invoicing, Sand Hills will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and

specific line item names that relate to the contract budget found in Appendix A.

- b. AHCD will monitor the progress of the project and Sand Hills performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Upon the termination 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.
- d. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru AHCD.
- e. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- f. This Agreement is based upon the availability of HOME Program funds.

Initial: _____

B. Project Financing

AHCD will fund a fifty percent (50%) of the total construction costs of a single project. The project financing breakdown is as follows:

- a. This agreement will consist of a 75 % loan and a 25 % grant which of that will be repaid at the time of closing.
- b. SHUD agrees to repay (to AHCD) 75% of the sale price/total construction cost (whichever is less) at closing.
- c. SHUD agrees to retain 25% of the sale price/total construction cost (whichever is less) at closing to be used as developer's fee (16% max) & programmable funds as part of a future HOME project.
- d. SHUD agrees to bring 50% of total construction cost of unit through the partnership of Capital Rise Construction. (See funding commitment letter)
- e. SHUD agrees that AHCD HOME funding will be utilized at the beginning of the construction phase of this project with Capital Rise Construction funding completing the unit.

Initial: _____

C. Timetable for Completion of Project Activities

Sand Hills shall obligate the designated HOME Program funds within six months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills will provide a detailed outline of critical project milestones and projected expenditures during the course of the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

- i. *Sand Hills shall complete this project no later than 150 Days from the effective date of the Notice To Proceed, unless otherwise approved by Director of AHCD. The penalty for non-completion is \$200 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

Sand Hills shall be paid a total consideration of \$ 85,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills. 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 Sand Hills Urban Development.

Sand Hills shall adhere to the following budget in the performance of this contract:

Construction	\$ 85,000.00
---------------------	---------------------

Total Project Activity Cost	\$ 85,000.00
------------------------------------	---------------------

Initial: _____

ARTICLE III. RESALE/RECAPTURE PROVISIONS [24 CFR 92.254(5)]

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR 92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions with regard to its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then AHCDD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this agreement is executed by Augusta and Sand Hills Urban Development (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article I. D, or in accordance with Article VII: Suspension and Termination.

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Sand Hills or any subcontractor hereunder. All payments will be made to Sand Hills unless otherwise requested by Sand Hills Urban Development.
- B. Sand Hills shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Sand Hills will utilize program income from this project to fund future HOME project.

- E. Subject to Sand Hills compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- F. 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.
- G. Requests by Sand Hills for payment shall be accompanied by proper documentation and shall be submitted to AHCDD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by AHCDD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- H. Sand Hills shall maintain an adequate financial system and internal fiscal controls
- I. The homebuyer subsidy will be determined after the amount of the buyer’s permanent mortgage has been determined.
- J. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills.

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the

value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

Sand Hills shall carry out its HOME assisted activities in compliance with all HOME Program laws and regulations described in 24 CFR Part 92 Subpart E (Program Requirements), Subpart F (Project Requirements), and Subpart H (Other Federal Requirements). These compliance activities include, but are not limited to:

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted units
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

To document low and moderate-income benefits required in 24 CFR 570.200(a)(2). Sand Hills shall maintain records that document all clients served with HOME funds. In addition, Sand Hills shall document each client's race, family size, annual household income, and whether or not the family is female-headed. Augusta shall supply "Income Verification" forms which, when

completed by those clients served by Sand Hills, shall provide the information and verification described above.

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement

and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII. ADMINISTRATIVE REQUIREMENTS

Sand Hills 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 provisions applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Sand Hills. No person described above who exercises, may exercise or has exercised any functions or responsibilities with responsibilities with respect to the HOME 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 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. Sand Hills 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)

Sand Hills shall comply with the requirements and standards of OMB Circular A-122 “Cost Principles for Non-Profit Organizations” and 24 CFR Part 570.502(b), “Applicability of Uniform Administrative Requirements.”

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

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

Initial: _____

ARTICLE IX. OTHER REQUIREMENTS

- A. Sand Hills agrees that it will conduct and administer HOME Program 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 Sand Hills’ publications and/or advertisements. (24 CFR 570.601).
- B. Sand Hills agrees that the ownership in the housing assisted units must meet the definition of “homeownership” in §92.2.
- C. Sand Hills 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. Sand Hills agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with Laney Walker Bond funds, **HOME funds**, and/or NSP funds under this Agreement, Sand Hills will adhere to the Davis-Bacon Act (40 U.S.C 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 570.603).
- E. 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.
- F. Sand Hills agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/AHCD in complying with the NEPA Act and regulations, and that no activities will be undertaken until notified by Augusta/AHCDD 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 the Augusta-Richmond County Planning Department. (24 CFR 570.604)

- G. Consistent with the Flood Disaster Protection Act of 1973 (42 U.S.C 4001-4128), J&B agrees that Laney Walker Bond funds, **HOME funds**, and/or NSP 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.
- H. Sand Hills agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities with HOME funds, and/or NSP funds 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).
- I. Sand Hills 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. Sand Hills will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- J. Sand Hills will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills 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 social status.
- K. Sand Hills 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 2011). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** J&B agrees to comply with

any federally mandated requirements as to minority and women owned- business enterprises.

- L. Sand Hills agrees the low and moderate income persons residing 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)
- M. In accordance with Section 92.355 of the HOME Regulations and Section 571.608 of the CDBG Regulations, Sand Hills 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.
- N. Sand Hills agrees to comply with 254 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligible status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by AHCD.
- O. In accordance with 24 CFR part 24, subpart F, Sand Hills 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.
- P. Any publicity generated by Sand Hills 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-Richmond County in making the project possible. The words “Augusta-Richmond County 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.
- Q. In accordance with 24 CFR 85.43, if Sand Hills fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Agreement and invoke the suspension and termination provisions of ARTICLE VII. For purposes of this Agreement, timely expenditure of funds means Sand Hills shall obligate and expend its funds as designated under ARTICLE II.C.

- R. Sand Hills shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit to trespass on any public or private property in performing any of the work embraced by this contract. Sand Hills agrees to obtain all necessary permits for intended improvements or activities.
- S. Sand Hills shall not assign any interest in this contract or transfer any interest in this same without the prior written approval of Augusta.
- T. Sand Hills 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 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.
- U. Indirect costs will only be paid if Sand Hills has an indirect cost allocation plan approved by the Augusta/AHCDD prior to the execution of this Contract.
- V. If applicable, Laney-Walker shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).
- W. All housing unites [rehabilitated, reconstructed, or newly constructed] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.25. The Property Standards at 24 CFR 92.251 require that the homes receiving funds must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is “new construction” by HOME Programs definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable.

Initial: _____

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Sand Hills 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 Sand Hills cures any breach of the agreement. If Sand Hills fails to cure the breach, Augusta may suspend

or terminate the current award of funds. Sand Hills will not be eligible to receive any other funding.

- B. Notwithstanding the above, Sand Hills 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 Laney-Walker 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 Sand Hills Revitalization Plan, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay Sand Hills for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, Sand Hills shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HOME Program funds previously disbursed or income derived therefrom.

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 notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street, Suite 910
Augusta, GA 30901

With copies to:

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

Sand Hills will receive all notices at the address indicated below:

Sand Hills Urban Development, Inc.
3062 Damascus Road, Suite 10
Augusta, Georgia 30909

ARTICLE XII: INDEMNIFICATION

Sand Hills 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, Laney-Walker 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.

Initial: _____

ARTICLE XIII. INSURANCE AND BONDING

Sand Hills shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Sand Hills shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Sand Hills handling or charged with the responsibility for handling funds and property pursuant to this contract. Sand Hills shall procure and provide, for approval by Augusta, comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

Additionally, Sand Hills shall procure officers and directors liability insurance under policies to be approved by Augusta. All of the above policies shall provide that no act or omission of the grantee, its agents, servants, or employees shall invalidate any insurance coverage required to be provided by Sand Hills hereunder shall be cancelable without at least fifteen (15) days advance written notice to the Grantee. All insurance policies required hereunder or copies thereof shall be promptly submitted for approval by Augusta.

ARTICLE XIV. 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 Sand Hills beyond the term of this Agreement.

ARTICLE XV. 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 XVI. 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 XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

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

ATTEST:

Sand Hills Urban Development , Inc.

(Grantee)

SEAL:

By: _____
Its: _____

(Plain witness)

APPENDIX “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the \$ 85,000.00 in Fiscal Year 2017 HOME Program funds to Sand Hills. These funds will support new construction with the production of approximately one (1) affordable single-family residential unit in connection with the continuation of 2525 Dover Street, Augusta, GA 30906.
2. AHCD must review and approve all residential design plans, 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 Sand Hills in accordance with the attached drawdown schedule and budget.
3. AHCD will provide the lots on which all new affordable homes are to be built under this agreement and in connection with the Sand Hills Urban Development Revitalization Project.
4. With AHCD approval, Sand Hills Urban Development may use funds under this agreement for the following purposes:
 - a. To support development costs as outlined in Item 6 below.
5. Completion delays, remedies, and penalties.
 - a. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, AHCD may:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (AHCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - b. The contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 - i. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other National, State, or City/County emergency.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires;

floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

- iv. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies AHCD in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, AHCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis. In no case will this amount exceed the maximum per unit amount defined at 24 CFR 92.250
- b. AHCD 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.
- c. Sand Hills Urban Development must make sure contractors obtain and post all permits on job site. Prior to releasing final payment on each house, Sand Hills must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspections.
- d. Sand Hills must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- e. AHCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

7. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this agreement must be based on a formal appraisal. Unless otherwise agreed to by AHCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the City of Augusta program requirements
- c. Buyers will be required to borrow no less than 75% of the sale prices of the house from a private lending institution unless otherwise agreed to by AHCD.

8. Augusta Housing and Community Development Department will deliver building lots, or vacant buildings, free of encumbrances, and ready for building in accordance with local zoning and land use regulations applicable to the location of the parcel being developed.

APPENDIX “B”

REPORTING REQUIRMENTS

Sand Hills Urban Development, Inc. shall submit to the Grantee the following reports for the term of this Agreement.

1. Weekly Status Reports
 - a. Due by 10:00am Monday morning for the previous week. Report will contain actual/estimated costs/date, issues and concerns. MS Project schedule will be manually updated so that AHCD can input data to master schedule.
2. Monthly/Quarterly Progress & Financial Reports
 - a. Due the 15th of the new quarter.
3. Annual Progress Report
 - a. Due 365 days from the effective date of this agreement
4. Program Income Quarterly Report
5. Audit/Financial Report
6. Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; application for services; record of services provided; amount of services provided; documentation of costs for which assistance is provided; transportation log; documentation of medical need regarding prescriptions; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.

**APPENDIX “C”
FINANCING LETTER**

APPENDIX “D”

STATUTES (AVAILABLE ON REQUEST)

1. 24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)
2. OMB Circular A-110 – Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
3. OMB Circular A-122 – Cost Principals for Non-Profit Organizations
4. OMB Circular A-133 – Audits of Institutions of Higher Education & other Non-Profit Institutions
5. 40 USC 276 Davis-Bacon Act
6. 40 USC 327 Contract Work Hours and Safety Standard Act
7. Uniform Relocation Assistance and Real Property Acquisition Policies Act
8. Lead Based Paint Poisoning Prevention Act
9. 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
10. Augusta-Richmond County Procurement Policy
11. Conflict of Interest Affidavit.

FORMS

1. Reimbursement Form

EXHIBIT “A”

CONSTRUCTION REQUIREMENTS

All construction projects shall comply with Federal, State, and Local codes and ordinances, including, but not limited to, the following:

- “Standard Building Code”, 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “Standard Plumbing Code”, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “Standard Mechanical Code”, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
- “National Electric Code”, latest edition, National Fire Protection Association, Quincy, Massachusetts.
- Model Energy Code, 1997, Council of American Building Officials
- “ADA Accessibility Guidelines for Buildings and Facilities”, Department of Justice, American with Disabilities Act of 1990.
- Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
- 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).
- 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).
- Section 106 of the National Historic Preservation Act 916 U.S.C. 470f).

Project Review: All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to AHCD for review and approval prior to bidding. AHCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials used

Rehabilitation Standards: All rehabilitation work will comply with the “Uniform Physical Condition Standards for HUD Housing.” Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List.

Inspections: All projects will be inspected and approved by and AHCD Construction and Rehabilitation Inspector prior to release of the funds for that request.

EXHIBIT “B”
PROJECT SCHEDULE OF COMPLETION

Sand Hills Urban Development must provide a completed schedule of completion as Exhibit “B” with appropriate milestones within 10 to 15 days after the signing of this agreement. This schedule must be provided in sufficient detail to permit AHCD to monitor and assess progress in connection with the performance of this agreement.



**Administrative Services Committee Meeting
7/9/2019 1:15 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on June 11, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 6/11/2019

ATTENDANCE:

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

ADMINISTRATIVE SERVICES

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

Motions

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

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

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

3. Discuss the Commission's Rules of Procedure. **(Requested by Commissioner Ben Hasan)** **Item Action:**
Approved

Motions

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

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

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

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. **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. 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.)** **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Result
Approve	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

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. **Item Action:**
Approved

Motions

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

8. 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. **Item Action:**
Approved

Motions

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

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. **Item Action:**
Approved

Motions

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

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 **Item Action:**
Approved

Motions

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

11. Motion to approve the minutes of the Administrative Services Committee held on May 28, 2019. **Item Action:**
Approved

Motions

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

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)** **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to delete this item from the agenda. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner John Clarke	Passes

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.)** **Item Action:**
Rescheduled

Motions

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

14.

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

Motions

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

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)** **Item Action: Rescheduled**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the full Commission without a recommendation. Motion Passes 4-0.	Commissioner Mary Davis	Commissioner Bobby Williams	Passes

www.augustaga.gov



**Administrative Services Committee Meeting
7/9/2019 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. - referred from June 11 Administrative Services Committee)

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 # 10

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
7/9/2019 1:15 PM
Update Depot Project**

Department:

Presenter: Commissioner Ben Hasan

Caption: Update from staff regarding the Depot Project. (**Commissioner Ben Hasan**)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting

7/9/2019 1:15 PM

Air fresheners and scents placed in government buildings. A

Department:

Presenter: Commissioner John Clarke

Caption: Discuss with Central Services types of air fresheners and scents placed in government buildings. **(Requested by Commissioner John Clarke)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM

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

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

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

☐	Commission	Date of Meeting	_____
☐	Public Safety Committee	Date of Meeting	_____
☐	Public Services Committee	Date of Meeting	_____
☒	Administrative Services Committee	Date of Meeting	<u>July 9, 2019</u>
☐	Engineering Services Committee	Date of Meeting	_____
☐	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: JOHN CLARKE

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

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

DISCUSS WITH CENTRAL SERVICES TYPES OF
AIR FRESHNERS AND SCENTS PLACED IN
GOVERNMENT BUILDINGS.

Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901

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

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission or Committee meeting of the following week. A five-minute time limit will be allowed for presentations.