



Administrative Services Committee Commission Chamber- 10/29/2019- 1:05 PM Meeting

ADMINISTRATIVE SERVICES

1. The Fire Department requests the purchase of two pickup trucks; one for the Fire Department vehicle maintenance truck and one for the Fire Prevention Bureau..  [Attachments](#)
2. The Planning and Development Department requests the purchase of five pickup trucks, at a cost of \$117,825.00, from Gerald Jones Ford.  [Attachments](#)
3. The Utilities Department-Construction Division requests the purchase of two non-CDL style dump trucks at a cost of \$76,750 each using the Department's enterprise capital outlay. CSRA Fleetcare dba Matthew Motors - Bid 19-258  [Attachments](#)
4. Award the contract for underground storage tank removal at 401 Walton Way to ATC Services of Augusta in the amount of \$110,050.00. Bid Item 19-262  [Attachments](#)
5. Motion to receive as information Housing and Community Development Department's (HCD's) intent to provide Emergency Solutions Grant (ESG) funding to assist extremely low-income households with rent and/or utility assistance to prevent occurrences of homelessness caused by evictions and to increase the FY2019 Approved Budget utilizing prior years grant carryover.  [Attachments](#)
6. Motion to approve Housing and Community Development Department's (HCD's) request to provide Housing Opportunities for Persons with AIDS (HOPWA) funding to Family Initiative of the CSRA, Inc. to carry out program.  [Attachments](#)
7.  [Attachments](#)

Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to J. Lovett Homes and Construction, LLC to develop one (1) single family unit for a low to moderate income family evictions and to increase the FY2019 Approved Budget utilizing prior years grant carryover.

8. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to construct two (2) workforce, residential units on Boyd Lane.  [Attachments](#)
9. Discuss city properties held in abeyance for specific entities for extended periods of time by the Land Bank Authority.  [Attachments](#)
(Requested by Commissioner Marion Williams)
10. Mr. Preston Tutt regarding the Land Bank Authority's processes for disbursements of city owned properties.  [Attachments](#)
(Requested by Commissioner Marion Williams)
11. Motion to approve the minutes of the Administrative Services Committee held on October 8, 2019.  [Attachments](#)
12. Motion to Approve the Decommissioning of DRE Voting System.  [Attachments](#)
13. Motion to approve permission for Mobile Food Truck Services at the Municipal Building.  [Attachments](#)



Administrative Services Committee Meeting
10/29/2019 1:05 PM
2019 - Fire Department

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Fire Department requests the purchase of two pickup trucks; one for the Fire Department vehicle maintenance truck and one for the Fire Prevention Bureau..

Background: The Fire Department is requesting the replacement of two 2000 Ford Rangers. Asset number 994411 with 118,393 miles and Asset number 994413 with 105,566 miles. Both vehicles meet the replacement criteria that was approved by the Commission. Bid Tab Sheets and vehicle evaluations are attached.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for 2020 6,500 GVWR Pick-up Truck (Bid #19-280). Invitations to Bid were sent to 18 vendors with three vendors responding and one being non-compliant. Bid tab sheets are attached for your review. The Department has selected two F-150's with varying options. The attached tab sheet details options included on each vehicle. Bid# 19-280: 2020 Ford F150 – Gerald Jones – \$22,854.76 – Allan Vigil Ford - \$23,235 Bid# 19-280: 2020 Ford F150 – Allan Vigil Ford - \$25,760 - Gerald Jones – \$26,756.76 (Gerald Jones Ford Denied the Local Vendor Preference Option)

Financial Impact: 1 – 2020 Ford F150 @ \$22,854.76 and 1 – 2020 Ford F150 @ \$25,760. The total purchase order designated to Gerald Jones Ford is \$22,854.76. The total purchase order designated to Allan Vigil Ford is \$25,760. The vehicles will be purchased using department funds. (ACCT# 274-03-4110/54-22110)

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

Recommendation: Approve the purchase of 2 - Ford F150s for the Fire Department.

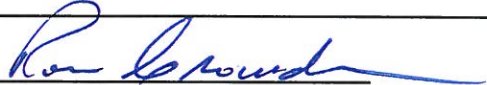
**Funds are
Available in the
Following
Accounts:**

Fire Department Capital - (ACCT# 274-03-4110/54-22110)

REVIEWED AND APPROVED BY:

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

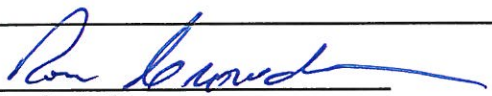
AUGUSTA, GEORGIA
FINANCE DEPARTMENT-FLEET MANAGEMENT DIVISION
REPLACEMENT CRITERIA FORM

Department Name: Fire Department		Department Number 274-03-4110		Date: 10/18/2019	
Vehicle Description: 2000 Ford Ranger			Asset #:		994413
Assigned Use: Assigned to the Maintenance Division to provide on site repairs at all Fire Stations					
Actual Age: 19		Current miles: 118,393		Purchase Price: \$14,754.50	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 19	Miles or Hours 12	Type of Service 2	Reliability 2	Maint/Repair 3	Condition: 2
Evaluation Points 40			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is past due in age. There are over 72 work orders totaling \$12,515.88. The KBB value at fair condition private party is \$2,382 and trade in value is \$838.					
					
Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$25,760.00			Funding Source: 274-03-4110/54-22110		

RANGES

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

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

Department Name: Fire Department		Department Number 274-03-4110		Date: 10/18/2019	
Vehicle Description: 2000 Ford Ranger			Asset #:		994413
Assigned Use: Assigned to the Fire Prevention Bureau					
Actual Age: 19		Current miles: 105,566		Purchase Price: \$14,754.50	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 19	Miles or Hours 11	Type of Service 2	Reliability 2	Maint/Repair 3	Condition: 2
Evaluation Points 39			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation: This vehicle is past due in age. There are over 58 work orders totaling \$13,926.22. The KBB value at fair condition private party is \$2,549 and trade in value is \$1,005.					
 Ron Crowden Fleet Manager					
Replacement Date: 2019			Fiscal Year Replacement: 2019		
Estimated Replacement Cost: \$22,854.76			Funding Source: 274-03-4110/54-22110		

RANGES

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

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

Department: FIRE

Funds: DEPARTMENT FUNDS

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

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

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

OPTIONS TOTAL	\$ 6,210.00	\$ 6,808.00
BASE PRICE:	\$ 19,550.00	\$ 19,948.76

TOTAL FOR OPTIONS AND BASE PRICE	Non-Compliant	\$ 25,760.00	\$ 26,756.76
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2018 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

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

EXT COLOR:
RACE RED
INT COLOR:
GREY

Item # 1

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

Department: FIRE

Funds: DEPARTMENT FUNDS

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

- 6.19** Trailer Tow Package
- 6.22** XL w/power W-L-M SYNC
AM/FM/CD, & Cruise Control
- 6.37** Exterior Color Not included in Base Price
- 6.43** Delivery Fee
- 7.04** Trailer Hitch
- 7.05** Trailer Wiring
- 7.06** Trailer Ball

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

OPTIONS TOTAL	\$ 3,685.00	\$ 2,906.00
BASE PRICE:	\$ 19,550.00	\$ 19,948.76

TOTAL FOR OPTIONS AND BASE PRICE	Non-Compliant	\$ 23,235.00	\$ 22,854.76
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2018 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

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

EXT COLOR:
RACE RED
INT COLOR:
GREY

Item # 1

Invitation to Bid

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

Bid Item #19-280 2020 6500GVWR Pickup Truck

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

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 20, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

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

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Georgia Procurement Registry: 64 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
Attachment B	Yes	Non-Compliant Not Notarized	Yes
E-Verify Number	94460	665555	933751
SAVE Form	Yes	Non-Compliant Not Notarized	Yes
2020 6500GVWR Pickup Truck:			
Year	2020	2020	2020
Make	Ford	GMC	Ford
Model	F150	Sierra	F150
Approximate Delivery Schedule	90-120 days		90 days from award
5.00 Vehicle/Optionals Required:			
5.01 2020 Pickup Truck (1/2 ton)	\$19,500.50	\$27,563.00	\$19,948.76
6.00 Manufacturer options:			
6.01 5.0L V8 Flex Fuel Engine - 995	\$1,836.00	\$1,395.00	\$1,816.00
6.02 3.5L V6 EcoBoost Engine – 99G	\$2,388.00	n/a	\$2,362.00
6.03 2.7L V6 EcoBoost – 99P	\$916.00	n/a	\$906.00
6.04 Long Bed (8ft)	\$285.00	n/a	\$287.00
6.05 Extended range fuel tank	\$410.00	n/a	n/a
6.06 Super Cab (6.5ft bed)	\$2,525.00	3900	3902
6.07 Super Cab (8ft bed)	\$3,690.00	n/a	n/a
6.08 4X4 Option (All Models)	\$2,645.00	5600	4436
6.09 Skid Plates	\$155.00	150	146
6.10 Crew Cab XL SWB	\$4,920.00	6300	6247
6.11 Crew Cab XL LWB	\$5,850.00	6600	n/a

tem # 1

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
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VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.12 Limited Slip Axle	\$525.00	395	519
6.13 Tilt / Cruise	\$215.00	1285	205
6.14 Cab Steps	\$262.00	795	228
6.15 Daytime Running Lights	\$42.00	n/a	41
6.16 Power Windows/Locks/Mirrors	\$1,088.00	*pk	883
6.17 Power Seat	\$345.00	n/a	\$319.00
6.18 Class IV Hitch (w/o tow pkg) – 53B	\$100.00	n/a	\$137.00
6.19 Trailer Tow Pkg	\$555.00	395	\$542.00
6.20 Trailer Tow Pkg (w/101A pkg)	\$916.00	n/a	\$906.00
6.21 Tow Mirrors w/ spotlights	\$495.00	345	\$360.00
6.22 XL w/Power W-L-M, SYNC, AM/FM/CD, Cruise Control	\$2,075.00	n/a	\$2,074.00
6.23 Cruise Control & SYNC	\$795.00	n/a	588
6.24 40-20-40 Cloth Split Bench	no charge	n/a	no charge
6.25 Cloth Buckets w/Console	\$275.00	n/a	\$295.00
6.26 Electric Brake Controller	\$265.00	\$275.00	\$250.00
6.27 Fog Lights	\$135.00	n/a	\$127.00
6.28 Carpet w/Mats	\$140.00	n/a	\$132.00
6.29 XL SSV Package	\$49.00	n/a	\$46.00
6.30 XLT Package –	\$4,763.00	n/a	\$5,055.00
6.31 Rear window defroster & Bumpers	\$305.00	n/a	\$360.00
6.32 Aluminum Wheels & Bumpers – 86A	\$740.00	4900	\$705.00
6.33 Box Side Steps	\$305.00	n/a	\$296.00
6.34 Tailgate Step	\$355.00	no charge	\$341.00

tem # 1



Bid Opening
Bid Item #19-280 2020 6500GVWR Pickup Truck
for Augusta, Georgia -
Central Services Department-Fleet Maintenance Division
Wednesday, October 8, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 18
 Total Number Specifications Download (Demandstar): 2
 Total Electronic Notifications (Demandstar): 15
 Georgia Procurement Registry: 64
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 3
 Total Non-Compliant: 1

VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.35 Reverse Sensing	\$255.00	n/a	\$250.00
6.36 Spray-In Bedliner	\$375.00	\$545.00	\$400.00
6.37 Exterior Color Not Included in Base Price Color: _____	720.00 school bus yellow	195	n/c
6.38 Exterior Color Not Included in Base Price Color: _____	n/a	495	n/c
6.39 Exterior Color Not Included in Base Price Color: _____	n/a	n	n/c

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Georgia Procurement Registry: 64 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.40 Interior Color Not Included in Base Price Color: _____	n/a	n	n/c
6.41 Interior Color Not Included in Base Price Color: _____	n/a	n	n/c
6.42 Interior Color Not Included in Base Price Color: _____	n/a	n	n/c
6.43 Delivery Fee per Vehicle	\$150.00	n	\$50.00
7.00 Outfitter's Specialty Items:			
7.01 Fire extinguisher	\$65.00	no bid	\$55.00
7.02 Outlet receptacle	\$75.00	no bid	\$65.00
7.03 Toolbox	\$500.00	no bid	\$500.00
7.04 Trailer hitch	\$150.00	no bid	\$170.00
7.05 Trailer wiring	see 6.19	no bid	\$40.00
7.06 Trailer ball	\$35.00	no bid	\$30.00
7.07 Window tint, regular cab	\$175.00	no bid	\$170.00
7.08 Window tint, extended cab	\$185.00	no bid	\$180.00
7.09 Window tint, crew cab	\$195.00	no bid	\$185.00
7.10 Add on step	\$185.00	no bid	\$228.00
7.11 Backup alarm	\$80.00	no bid	\$70.00
7.12 Drill Free Light Bar Cab Mount	\$750.00	no bid	\$743.00
7.13 LED top mount light	\$625.00	no bid	\$618.00
7.14 County Emergency Equipment Package	\$895.00	no bid	\$898.00
7.15 Fire Emergency Equipment Package	\$1,958.00	no bid	\$1,968.00

tem # 1



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

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

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

DATE: October 16, 2019

SUBJECT: Recommendation for Bid #19-280 – 2020 6500GVWR Pick-Up

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

Gerald Jones:

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

Allan Vigil:

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

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

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

RGC/kb

'19 OCT 16 PM 3:51

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

Funds:

Department:

BID 19-280

Year

Brand

Model

Delivery Date

Base Price 5.01

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

THRU 11/30/2019

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

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

OPTIONS TOTAL
 BASE PRICE:

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

TOTAL FOR OPTIONS AND BASE PRICE

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

EXT COLOR:

INT COLOR:

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

Equipment included in base price:

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

5.01

Item # 1

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

Funds:

Department:

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

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

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

OPTIONS TOTAL
BASE PRICE:

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

TOTAL FOR OPTIONS AND BASE PRICE

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

EXT COLOR:

INT COLOR:

2018 Ford F-150 (1/2 ton)

Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

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

5.01

Item # 1

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

Department:

Funds:

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

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

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

OPTIONS TOTAL
BASE PRICE:

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

TOTAL FOR OPTIONS AND BASE PRICE

Non-Compliant	\$ 25,760.00	\$ 26,756.76
---------------	--------------	--------------

EXT COLOR:

INT COLOR:

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

Equipment included in base price:

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

5.01

Item # 1

User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

Logout

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

Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-19-280-0-2019/nw**Bid Name** 2020 6500GVWR Pickup Truck

1 Document(s) found for this bid

2 Planholder(s) found.

[Add Planholder](#)

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

Page 1 of 1

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Item # 1

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

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

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

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

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

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

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

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

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

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

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

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

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

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

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

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

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

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

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

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

RON CROWDEN
FLEET MANAGEMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES
 Item # 1

472788464	Zs All American Hauling 2019-08-29	zamericanhauling@gmail.com Slatten, Dwight	Y	AFA
253251853	ogletrees hauling 2019-08-29	ogletreeshawn@yahoo.com Ogletree, Shawn	N	NOM

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

PR_bid_email_list

Item # 1



Administrative Services Committee Meeting
10/29/2019 1:05 PM
2019 - Planning and Development Trucks

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Planning and Development Department requests the purchase of five pickup trucks, at a cost of \$117,825.00, from Gerald Jones Ford.

Background: The Planning and Development Department is requesting the purchase of five new pickup trucks for the Construction Division, who is responsible for onsite inspections of new construction. They will then pass down the older model trucks (Ford Rangers) to the Business License Division, as they do not have any vehicles. Bid Tab Sheets are attached.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for 2020 6,500 GVWR Pick-up Truck (Bid #19-280). Invitations to Bid were sent to 18 vendors with three vendors responding and one being non-compliant. Bid tab sheets are attached for your review. Bid #19-280: 2020 Ford F150 – Allan Vigil Ford - \$23,565 - Gerald Jones – \$23,623.76 GJF Accepted the Local Vendor Preference Option at \$23,565

Financial Impact: 5 – 2020 Ford F150 @ \$23,565each; total purchase order to Gerald Jones Ford is \$117,825. The vehicles will be purchased using department funds. (ACCT# 217-07-2210/54-22210)

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

Recommendation: : Approve the purchase of 5 - Ford F150s for the Planning and Development Department

Funds are Available in the Following Accounts: Building Inspections Capital (ACCT# 217-07-2210/54-22210)

Cover Memo
Item # 2

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

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

Department: BUILDING INSPECTIONS

Funds: DEPARTMENT FUNDS

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

THRU 11/30/2019

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

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

OPTIONS TOTAL	\$ 4,015.00	\$ 3,675.00
BASE PRICE:	\$ 19,550.00	\$ 19,948.76

TOTAL FOR OPTIONS AND BASE PRICE	Non-Compliant	\$ 23,565.00	\$ 23,623.76
---	---------------	--------------	--------------

\$ 23,565.00 LVO MATCH

2020 Ford F-150 (1/2 ton)
Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

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

EXT COLOR: OXFORD WHITE
INT COLOR: GREY

Item # 2

Invitation to Bid

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

Bid Item #19-280 2020 6500GVWR Pickup Truck

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

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, September 20, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

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

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Georgia Procurement Registry: 64 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
Attachment B	Yes	Non-Compliant Not Notarized	Yes
E-Verify Number	94460	665555	933751
SAVE Form	Yes	Non-Compliant Not Notarized	Yes
2020 6500GVWR Pickup Truck:			
Year	2020	2020	2020
Make	Ford	GMC	Ford
Model	F150	Sierra	F150
Approximate Delivery Schedule	90-120 days		90 days from award
5.00 Vehicle/Optionals Required:			
5.01 2020 Pickup Truck (1/2 ton)	\$19,500.50	\$27,563.00	\$19,948.76
6.00 Manufacturer options:			
6.01 5.0L V8 Flex Fuel Engine - 995	\$1,836.00	\$1,395.00	\$1,816.00
6.02 3.5L V6 EcoBoost Engine – 99G	\$2,388.00	n/a	\$2,362.00
6.03 2.7L V6 EcoBoost – 99P	\$916.00	n/a	\$906.00
6.04 Long Bed (8ft)	\$285.00	n/a	\$287.00
6.05 Extended range fuel tank	\$410.00	n/a	n/a
6.06 Super Cab (6.5ft bed)	\$2,525.00	3900	3902
6.07 Super Cab (8ft bed)	\$3,690.00	n/a	n/a
6.08 4X4 Option (All Models)	\$2,645.00	5600	4436
6.09 Skid Plates	\$155.00	150	146
6.10 Crew Cab XL SWB	\$4,920.00	6300	6247
6.11 Crew Cab XL LWB	\$5,850.00	6600	n/a

tem # 2

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Georgia Procurement Registry: 64 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.12 Limited Slip Axle	\$525.00	395	519
6.13 Tilt / Cruise	\$215.00	1285	205
6.14 Cab Steps	\$262.00	795	228
6.15 Daytime Running Lights	\$42.00	n/a	41
6.16 Power Windows/Locks/Mirrors	\$1,088.00	*pk	883
6.17 Power Seat	\$345.00	n/a	\$319.00
6.18 Class IV Hitch (w/o tow pkg) – 53B	\$100.00	n/a	\$137.00
6.19 Trailer Tow Pkg	\$555.00	395	\$542.00
6.20 Trailer Tow Pkg (w/101A pkg)	\$916.00	n/a	\$906.00
6.21 Tow Mirrors w/ spotlights	\$495.00	345	\$360.00
6.22 XL w/Power W-L-M, SYNC, AM/FM/CD, Cruise Control	\$2,075.00	n/a	\$2,074.00
6.23 Cruise Control & SYNC	\$795.00	n/a	588
6.24 40-20-40 Cloth Split Bench	no charge	n/a	no charge
6.25 Cloth Buckets w/Console	\$275.00	n/a	\$295.00
6.26 Electric Brake Controller	\$265.00	\$275.00	\$250.00
6.27 Fog Lights	\$135.00	n/a	\$127.00
6.28 Carpet w/Mats	\$140.00	n/a	\$132.00
6.29 XL SSV Package	\$49.00	n/a	\$46.00
6.30 XLT Package –	\$4,763.00	n/a	\$5,055.00
6.31 Rear window defroster & Bumpers	\$305.00	n/a	\$360.00
6.32 Aluminum Wheels & Bumpers – 86A	\$740.00	4900	\$705.00
6.33 Box Side Steps	\$305.00	n/a	\$296.00
6.34 Tailgate Step	\$355.00	no charge	\$341.00

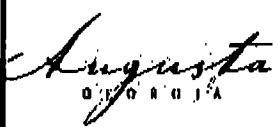
tem # 2

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Georgia Procurement Registry: 64 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.35 Reverse Sensing	\$255.00	n/a	\$250.00
6.36 Spray-In Bedliner	\$375.00	\$545.00	\$400.00
6.37 Exterior Color Not Included in Base Price Color: _____	720.00 school bus yellow	195	n/c
6.38 Exterior Color Not Included in Base Price Color: _____	n/a	495	n/c
6.39 Exterior Color Not Included in Base Price Color: _____	n/a	n	n/c

 Bid Opening Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia - Central Services Department-Fleet Maintenance Division Wednesday, October 8, 2019 @ 11:00 a.m.			
Total Number Specifications Mailed Out: 18 Total Number Specifications Download (Demandstar): 2 Total Electronic Notifications (Demandstar): 15 Georgia Procurement Registry: 64 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 3 Total Non-Compliant: 1			
VENDORS	Allan Vigil 6790 Mount Zion Blvd Morrow, GA 30260	Master Buick GMC 3710 Washington Rd Augusta, GA 30907	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909
6.40 Interior Color Not Included in Base Price Color: _____	n/a	n	n/c
6.41 Interior Color Not Included in Base Price Color: _____	n/a	n	n/c
6.42 Interior Color Not Included in Base Price Color: _____	n/a	n	n/c
6.43 Delivery Fee per Vehicle	\$150.00	n	\$50.00
7.00 Outfitter's Specialty Items:			
7.01 Fire extinguisher	\$65.00	no bid	\$55.00
7.02 Outlet receptacle	\$75.00	no bid	\$65.00
7.03 Toolbox	\$500.00	no bid	\$500.00
7.04 Trailer hitch	\$150.00	no bid	\$170.00
7.05 Trailer wiring	see 6.19	no bid	\$40.00
7.06 Trailer ball	\$35.00	no bid	\$30.00
7.07 Window tint, regular cab	\$175.00	no bid	\$170.00
7.08 Window tint, extended cab	\$185.00	no bid	\$180.00
7.09 Window tint, crew cab	\$195.00	no bid	\$185.00
7.10 Add on step	\$185.00	no bid	\$228.00
7.11 Backup alarm	\$80.00	no bid	\$70.00
7.12 Drill Free Light Bar Cab Mount	\$750.00	no bid	\$743.00
7.13 LED top mount light	\$625.00	no bid	\$618.00
7.14 County Emergency Equipment Package	\$895.00	no bid	\$898.00
7.15 Fire Emergency Equipment Package	\$1,958.00	no bid	\$1,968.00

tem # 2

OFFICIAL

 Local Vendor Option #1 - Bid Item #19-280 2020 6500GVWR Pickup Truck for Augusta, Georgia- Central Services Department - Fleet Maintenance Division Bid Due: Tuesday, October 8, 2019 @ 11:00 a.m. +A1:E22				
VENDORS	Gerald Jones Ford 3480 Wrightsboro Rd Augusta, GA 30909	Lowest Non-Local Vendor	Accept or Decline	
Year	2020	2020	Accept	
Make	Ford	Ford	Accept	
Model	F150	F150	Accept	
Approximate Delivery Schedule	90 days from award	90-120 days	Accept	
5.01 2020 Pickup Truck (1/2 ton)				
	19,948.76	\$19,550.00	Accept	
6.13 Tilt / Cruise				
	205.00	\$215.00	Accept	
6.14 Cab Steps				
	228.00	\$262.00	Accept	
6.16 Power Windows/Locks/Mirrors				
	863.00	\$1,088.00	Accept	
6.34 Tailgate Step				
	341.00	\$355.00	Accept	
6.36 Spray-In Bedliner				
	400.00	\$375.00	Accept	
6.43 Delivery Fee per Vehicle				
	50.00	\$150.00	Accept	
7.03 Toolbox				
	500.00	\$500.00	Accept	
7.07 Window tint, regular cab				
	170.00	\$175.00	Accept	
7.14 County Emergency Equipment Package				
	898.00	\$895.00	Accept	
	23,623.76	23,565.00	☒ Yes	☐ No
Please indicate if you wish to match the bid of the lowest non-local bidder by selecting the appropriate box to the right of the total amount. Please sign, date and return this form no later than 4:30 p.m. on Tuesday, October 15, 2019. Sign: <u>T. Benstead</u> Date: <u>10/14/19</u>				

Item # 2



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 *Ron Crowden*

DATE: October 16, 2019

SUBJECT: Recommendation for Bid #19-280 – 2020 6500GVWR Pick-Up

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

Gerald Jones:

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

Allan Vigil:

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

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

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

RGC/kb

'19 OCT 16 PM 3:51

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

Funds:

Department:

BID 19-280

Year

Brand

Model

Delivery Date

Base Price 5.01

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

THRU 11/30/2019

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

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

OPTIONS TOTAL
 BASE PRICE:

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

TOTAL FOR OPTIONS AND BASE PRICE

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

LVO MATCH

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

Equipment included in base price:

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

5.01

EXT COLOR:

INT COLOR:

Item # 2

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

Funds:

Department:

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

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

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

OPTIONS TOTAL
BASE PRICE:

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

TOTAL FOR OPTIONS AND BASE PRICE

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

EXT COLOR:

INT COLOR:

2018 Ford F-150 (1/2 ton)

Regular Cab, 6 Cyl, 4X2 SWB

Equipment included in base price:

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

5.01

Item # 2

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

Department:

Funds:

BID 19-280

Year
Brand
Model
Delivery Date
Base Price 5.01

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

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

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

OPTIONS TOTAL
BASE PRICE:

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

TOTAL FOR OPTIONS AND BASE PRICE

Non-Compliant	\$ 25,760.00	\$ 26,756.76
---------------	--------------	--------------

EXT COLOR:

INT COLOR:

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

Equipment included in base price:

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

5.01

Item # 2

User: Williams, Nancy

Organization:

City of Augusta, GA (Augusta Commission)

Logout

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

Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-19-280-0-2019/nw**Bid Name** 2020 6500GVWR Pickup Truck

1 Document(s) found for this bid

2 Planholder(s) found.

[Add Planholder](#)

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

Page 1 of 1

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Item # 2

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

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

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

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

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

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

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

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

BUTLER CHRYSLER DODGE JEEP
1555 SALEM ROAD
BEAUFORT, SC 29902

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

LANGDALE CHEVROLET
1006 W FRANKLIN ST
SYLVESTER GA 31791

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

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

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

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

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

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

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

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

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

RON CROWDEN
FLEET MANAGEMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

TAKIYAH DOUSE
CENTRAL SERVICES
 Item # 2

472788464	Zs All American Hauling 2019-08-29	zamericanhauling@gmail.com Slatten, Dwight	Y	AFA
253251853	ogletrees hauling 2019-08-29	ogletreeshawn@yahoo.com Ogletree, Shawn	N	NOM

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

PR_bid_email_list

Item # 2



Administrative Services Committee Meeting
10/29/2019 1:05 PM
2019 - Utilities - Construction Non-CDL Truck

Department: Central Services Department - Fleet Management Division

Presenter: Ron Crowden

Caption: The Utilities Department-Construction Division requests the purchase of two non-CDL style dump trucks at a cost of \$76,750 each using the Department's enterprise capital outlay. CSRA Fleetcare dba Matthew Motors - Bid 19-258

Background: The Utilities Department-Construction Division is requesting to replace a larger tandem axle dump truck asset number 994222. Truck 994222 was a 19 year old International 2554 model truck which had 126 documented work orders totaling \$89,197.00. Vehicle was originally purchased for \$64,870 in November 1999. Truck 994222 was recommended for disposal in May 2019, to replace the engine and other necessary repairs would total over \$17,000.

The two non-CDL type dump trucks will enable the Utilities Department-Construction Division to have more flexibility regarding qualified drivers to handle job sites. Additionally, they will have the added benefit to address two job sites at once instead of being anchored to one site until complete.

The bid tab sheet for Bid 19-258: non-CDL style dump trucks is attached for your review.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for Non CDL Style Dump Trucks. Invitations to bid were sent to 27 vendors to include five qualified local vendors. The vendor, CSRA Fleetcare dba Matthews Motors, from Augusta, GA was able to offer the requested product with necessary specifications. Bid 19-258: Non CDL Style Dump Trucks: 2020 Hino 268A – CSRA Fleetcare: \$76,750.00 (Augusta, GA); 2020 Ford F750 – Wade Ford: \$77,227.00 (Smyrna, GA); 2020 Ford F750 – NextranCover Memo Truck Center: \$80,058.00 (Macon, GA)

Financial Impact: Two (2) – 2020 Hino 268A non-CDL style dump trucks @ \$76,750.00 each. The total purchase is \$153,500.00 for the Utilities-Construction Division. The equipment will be purchased with department enterprise funds (ACCT# 506-04-3410-54.22510).

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

Recommendation: Approve the purchase of two – 2020 Hino 268A Non CDL Style Dump Trucks for the Utilities Department-Construction Division.

Funds are Available in the Following Accounts: Enterprise Capital Outlay: 506-04-3410-54.22510)

REVIEWED AND APPROVED BY:

Finance.
Procurement.
Law.
Administrator.
Clerk of Commission

FOR ALL DEPARTMENTS-DUMP TRUCK - BID OPE

BID 19-258	Wade Ford 3860 South Cobb Drive Smyrna, GA 30080	CSRA Fleetcare 1351 Gordon Highway Augusta, GA 30901
Year	2020	2020
Make	Ford	Hino
Model	F750	268A
Base Price (5.00)	\$77,227.00	\$76,750.00
Delivery Date	16-18 Weeks ARO	120 Days ARO
TOTALS:	\$77,227.00	\$76,750.00

BID 19-258	Nextran Truck Center 2855 Broadway, Macon, GA 31206	Freightliner of Augusta 2930 Riverwest Drive Augusta, GA 30907
Year	2019	
Make	Ford	
Model	F750	
Base Price (5.00)	\$80,058.00	
Delivery Date	120 Days ARO	
		COMPLIANT (Verify Number provided)

		NON- (NO E-V Pr
TOTALS	\$80,058.00	\$0.00

NING 7/26/19 @ 11:

**K & K Manufacturing
70 Pike Industrial Way
Milner, GA 30257**

**NON-COMPLIANT
(Dump Body Only
Offered)**

\$0.00

**Rush Truck Center
2925 Gun Club Road
Augusta, GA 30907**

**COMPLIANT
(Dump Body Incomplete)**

NON- (SAVE Fo
\$0.00

Invitation to Bid

Sealed bids will be received at this office until **Friday, July 26, 2019 @ 11:00 a.m.** for furnishing for:
Central Services Department – Fleet Maintenance

Bid Item # 19-258 2019/2020 Dump Truck
Bid Item # 19-260 2019/2020 Utility Truck 31,000 GVWR

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to the office of the Procurement Department by Friday, July 12, 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: 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 June 20, 27, July 4, 11, 2019
 Metro Courier June 20, 2019



Bid Opening
Bid Item #19-258 2019/2020 Dump Truck for Augusta, Georgia-
Central Services Department-Fleet Maintenance Division
Bid Due: Friday, July 26, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 27
 Total Number Specifications Download (Demandstar): 3
 Total Electronic Notifications (Demandstar): 50
 Georgia Procurement Registry: 51
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 6

VENDORS	Wade Ford 3860 South Cobb Dr Smyrna, GA 30080	CSRA Fleetcare DBA Matthews Motors 1351 Gordon Highway Augusta, GA 30901	Freightliner of Augusta 2930 Riverwest Dr Augusta, GA 30907	K and K Manufacturing 70 Pike Industrial Way Milner, GA 30257	Nextran Truck Center 2855 Broadway Macon, GA 31206	Rush Truck Center 2925 Gun Club Road Augusta, GA 30907
Attachment B	Yes	Yes	Yes	Yes	Yes	Yes
E-Verify Number	314470	873249	No Non-Compliant	474167	204765	1255460
SAVE Form	Yes	Yes	Yes	Yes	Yes	Yes Non-Compliant
5.00 Vehicle Requirements						
5.00 2019/2020 Dump Truck	\$77,227.00	\$76,750.00	\$76,295.00 / Non-Compliant	\$18,820.00 / Dump Body Only	\$80,058.00	\$83,412.53 / Non-Compliant
8.00 Optional Item						
8.01 4X4 Drivetrain	\$34,933.00	N/A	No Bid		No Bid	No Bid
8.02 Clutch Shift PTO	Standard	Deduct \$1,150.00	No Bid		No Bid	No Bid
Year	2020	2020	2020		2019	2020
Make	Ford	Hino	Freightliner		Ford	International
Model	F750	268A	MZ106		F750	MV607
Approximate Delivery Time	16-18 Weeks ARO	120 Days ARO	90-120 Days ARO	18-20 Weeks # 3	120 Days ARO	Oct/Nov

'19 AUG 12 PM 5:02



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 *Ron Crowden*

DATE: August 9, 2019

SUBJECT: Recommendation for Bid #19-258 –Dump Truck

Fleet Management would like to recommend the award of bid # 19-258, Dump Truck, to CSRA Fleetcare DBA Matthews Motors of Augusta, GA. The vendor's proposal met the requirements of the bid and was the best and lowest price for the equipment requested.

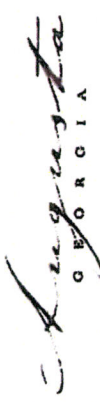
Please advise this office upon completion of notifications so that we may proceed with the acquisition process.

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

RGC/ams

FOR ALL DEPARTMENTS-DUMP TRUCK - BID OPENING 7/26/19 @ 11:00									
BID 19-258	Wade Ford, 3860 South Cobb Drive, Smyrna, GA 30080	CSRA Fleetcare, 1351 Gordon Highway, Augusta, GA 30901	K & K Manufacturing, 70 Pike Industrial Way, Milner, GA 30257	Nexttran Truck Center, 2855 Broadway, Macon, GA 31206	Freightliner of Augusta, 2930 Riverwest Drive, Augusta, GA 30907	Rush Truck Center, 2925 Gun Club Road, Augusta, GA 30907			
Year	2020	2020		2019					
Make	Ford	Hino		Ford					
Model	F750	268A		F750					
Base Price (5.00)	\$77,227.00	\$76,750.00		\$80,058.00					
Delivery Date	16-18 Weeks ARO	120 Days ARO		120 Days ARO					
			NON-COMPLIANT (Dump Body Only Offered)		NON-COMPLIANT (NO E-Verify Number Provided)	NON-COMPLIANT (SAVE Form Incomplete)			
TOTALS:	\$77,227.00	\$76,750.00	\$0.00	\$80,058.00	\$0.00	\$0.00			

OFFICIAL

		Bid Opening Bid Item #19-258 2019/2020 Dump Truck for Augusta, Georgia- Central Services Department-Fleet Maintenance Division Bid Due: Friday, July 26, 2019 @ 11:00 a.m.					
Total Number Specifications Mailed Out: 27 Total Number Specifications Download (Demandstar): Total Electronic Notifications (Demandstar): Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 6 Total Non-Compliant: 2							
VENDORS	Wade Ford 3860 South Cobb Dr Smyrna, GA 30080	CSRA Fleetcare DBA Matthews Motors 1351 Gordon Highway Augusta, GA 30901	Freightliner of Augusta 2930 Riverwest Dr Augusta, GA 30907	K and K Manufacturing 70 Pike Industrial Way Milledgeville, GA 30257	Nextran Truck Center 2855 Broadway Macon, GA 31206	Rush Truck Center 2925 Gun Club Road Augusta, GA 30907	
Attachment B	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E-Verify Number	314470	873249	No	474167	204765	1255460	
SAVE Form	Yes	Yes	Yes	Yes	Yes	Yes	
5.00 Vehicle Requirements							
5.00 2019/2020 Dump Truck	\$77,227.00	\$76,750.00	\$76,295.00 / Non-Compliant	\$18,820.00 / Dump Body Only	\$80,058.00	\$83,412.53 / Non-Compliant	
8.00 Optional Item							
8.01 4X4 Drivetrain	\$34,933.00	N/A	No Bid		No Bid	No Bid	
8.02 Clutch Shift PTO	Standard	Deduct \$1,150.00	No Bid		No Bid	No Bid	
Year	2020	2020	2020		2019	2020	
Make	Ford	Hino	Freightliner		Ford	International	
Model	F750	268A	MZ106		F750	MV607	
Approximate Delivery Time	16-18 Weeks ARO	120 Days ARO	90-120 Days ARO	18-20 weeks	120 Days ARO	Oct/Nov	

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-19-258-0-2019/nw**Bid Name** 2019/2020 Dump Truck

1 Document(s) found for this bid

3 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
Bruckner Truck Sales, Inc	9408554051	9408558423	1			Documents
Dodge Data	4133767032		1			Documents
Duval Ford Fleet	9043882144	9043816556	1			Documents

Page 1 of 1

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Item # 3



5160

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RUSH TRUCK CENTER
2925 GUN CLUB ROAD
AUGUSTA, GA 30907

MATHEWS MOTORS
1351 GORDON HWY,
AUGUSTA, GA 30901

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

MCH KENWORTH
4318 BELAIR FRONTAGE ROAD
AUGUSTA, GA 30909

TRANSPORT EQUIPMENT COMPANY
3416 SYLVESTER ROAD
ALBANY, GA 31705

FREIGHTLINER OF AUGUSTA
2930 RIVERWEST DRIVE
AUGUSTA, GA 30907

COMMERCIAL TRUCK AND VAN
4800 BUFORD HIGHWAY
NORCROSS, GA 30071

HERLONG FORD
775 AUGUSTA ROAD
EDGEFIELD, SC 29824

WARREN TRUCK AND TRAILER INC
900 38TH STREET NORTH
BIRMINGHAM, AL 35222

K & K MANUFACTURING INC
70 PIKE INDUSTRIAL WAY
MILNER, GA 30257

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

BILLY HOWELL FORD
1805 ATLANTA HIGHWAY
CUMMING, GA 30040

THOMAS TRUCKS AND EQUIPMENT
1466 GA HIGHWAY 133 SOUTH
MOULTRIE, GA 31788

BLUE RIDGE MANUFACTURING
87 TOM BOYD ROAD
BLUE RIDGE, GA 30513

MILTON RUBEN CHEVROLET
3514 WASHINGTON RD
AUGUSTA GA 30907

GILBERT TRUCK CENTER
2822 JEFFERSONVILLE ROAD
MACON, GA 31217

FAIRWAY FORD
4333 WASHINGTON ROAD
EVANS, GA 30809

SAMSON AND ASSOCIATES
197 SCRUGGS TRAIL
GAFFNEY, SC 29341

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

SATCHER MOTOR COMPANY
1850 JEFFERSON DAVIS HIGHWAY
GRANITEVILLE, SC 29829

CHEROKEE TRUCK EQUIPMENT
550 DISCOVERY PLACE
MABLETON, GA 30126

INGRAM TRUCK BODY
PO BOX 306
1079 OLD CANTON ROAD
BALL GROUND, GA 30107

CONYERS TRUCK BODIES
1200 MADISON INDUSTRIAL BLVD
MADISON, GA 30650

PARK BUILT BODY COMPANY
2661 U.S. HWY 82W
SYLVESTER, GA 31791

B & B FORD
1105 DUNBARTON BLVD
BARNWELL, SC 29812

THOMSON DODGE
2158 WASHINGTON ROAD
THOMSON, GA 30824

ALLAN VIGIL FORD
6790 MOUNT ZION BLVD
MORROW, GA 30260

TAKIYAH DOUSE
CENTRAL SERVICES-ADMN

RON CROWDEN
FLEET MAINTENANCE

TREZA EDWARDS
COMPLIANCE

Item # 3

	VERSALIFT TENNESSEE LLC 2019-06-26	richard@oghughes.com RICHARDH, RICHARDH		
	VERSALIFT TENNESSEE LLC 2019-06-26	tomh@oghughes.com TOMH, TOMH		
418356736	Warren 2019-06-26	gpugliese@dumptrucks.com Pugliese, Gregory	N	NOM
621862885	Warren Equipment, Inc. 2019-06-26	rwarren@warrentailers.com Warren, Russell	N	NOM
631084060	Warren Truck & Trailer, Inc. 2019-06-26	sjohnson@dumptrucks.com Johnson, Steve	N	NOM
201740089	YASHAR ENTERPRISES, INC. 2019-06-26	SOPHIASHERILEE@YAHOO.COM STEVENS, SOPHIA	Y	AFA

ETHNIC GROUP	COUNT
African American	3
Asian American	0
Native American	1
Hispanic/Latino	2
Pacific Island/American	0
Non Minority	45
Not Classified	0
Total Number of Vendors	51
Total Number of Contacts	97

PR_bid_email_list

Bid 19-258
Georgia Procurement Registry Vendor Summary

Item # 3



**Administrative Services Committee Meeting
10/29/2019 1:05 PM
Award Contract for UST Closure by Removal**

Department: Central Services - Facilities

Presenter: Takiyah A. Douse

Caption: Award the contract for underground storage tank removal at 401 Walton Way to ATC Services of Augusta in the amount of \$110,050.00. Bid Item 19-262

Background: In accordance with the SPLOST 7 referendum approved by the voters of Augusta, the process of demolishing the former LEC at 401 Walton Way has begun. The first major activity is the removal of the underground storage tanks that held diesel fuel for the emergency generator. Letting this under a separate contract will allow Augusta to begin the process and reduce the cost by not having to pay the markup to perform this work under the demolition contract.

Analysis: Invitation to Bid (ITB) 19-262 was issued through the Procurement Department in accordance with regulations. Bids were received on August 9, 2019. The low bid was submitted by ATC Services of Augusta in the amount of \$110,050.00.

Financial Impact: The contract amount is \$110,050.

Alternatives: 1. Award the contract for underground storage tank removal at 401 Walton Way to ATC Services of Augusta, in the amount of \$110,050.00. 2. Do not award

Recommendation: Award the contract for underground storage tank removal at 401 Walton Way to ATC Services of Augusta, in the amount of \$110,050.00.

Funds are Available in the Following Accounts: This project is funded through SPLOST 7. 329051120-5212999 (JL 216057105-5212999) 999 or Memo
Item # 4

REVIEWED AND APPROVED BY:

Finance.

Procurement.

Law.

Administrator.

Clerk of Commission

Invitation to Bid

Sealed bids will be received at this office until Friday, August 9, 2019 for furnishing:

**Bid Item #19-262 Underground Storage Tank Closure by Removal – 401 Walton Way for Augusta, Georgia
Central Services Department**

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

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

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

A Pre Bid Conference will be held on Friday, July 19, 2019 @ 10:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605, Augusta, GA 30901.

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, July 23, 2019 @ 5:00 p.m. No bid will be accepted by fax, all must be received by mail or hand delivered.

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **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 places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

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

**Augusta Procurement Department
Attn: 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	June 27, July 4, 11, 18, 2019
Metro Courier	June 27, 2019



Bid Opening Bid Item #19-262
Underground Storage Tank Closure by Removal – 401 Walton Way
for Augusta, Georgia-Central Services Department-
Facilities Maintenance Department
Bid Due: Friday, August 9, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 23
Total Number Specifications Download (Demandstar):
Total Electronic Notifications (Demandstar):
Georgia Procurement Registry: 77
Mandatory Pre-Bid/Telephone Conference: 5
Total packages submitted: 4
Total Non-Compliant: 0

VENDORS	Point to Point Environmental 1010 Pennsylvania Ave. McDonough, GA 30253	ATC 1453 Greene St., Suite A Augusta, GA 30901	Aqua-Terra Recycling 710 Moore St. Oxford, GA 30054	A & D Environmental Services 985 Union Hill Road Alpharetta, GA 30004
Attachment B	Yes	Yes	Yes	Yes
E-Verify Number	1426297	46692	394153	490919
SAVE Form	Yes	Yes	Yes	Yes
Addendum 1	Yes	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes	Yes
Bid Price	\$141,970.00	\$110,050.00	\$155,978.05	\$155,680.18

Pre-Bid Conference Sign-In-Sheet
Bid Item #19-262 Underground Storage Tank Closure by Removal-401 Walton Way
for Augusta, GA - Central Services Department
Friday, July 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. Nancy Williams <i>Nancy Williams</i>	Procurement	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2888	706-821-2811	procbidandcontract @augustaga.gov	
4. John Cochran <i>John Cochran</i>	HEPACO, LLC	3645 Oakcliff Rd Doraville, GA 30340	404-372-9089	770-621-0238	jcochran@ hepaco.com	prime
5. Kevin Brown <i>Kevin Brown</i>	Point to Point Env.	1010 Pennsylvania Ave McDonough, GA 30253	678-565-4435		kbrown@ppenv. com	prime
6. Darren Moore <i>Darren Moore</i>	ATC	1453 Greene St Suite A Augusta, GA	404-326-2363	770 926 5383	Darren. Moore @ ATCS.COM	prime
7. Ken Miller <i>Ken Miller</i>	ATC	1453 Greene St Suite A Augusta, GA	410-239-2229	770 926 5393	Ken.Miller@ ATCS.COM	prime

Pre-Bid Conference Sign-In-Sheet
Bid Item #19-262 Underground Storage Tank Closure by Removal-401 Walton Way
for Augusta, GA – Central Services Department
Friday, July 19, 2019 @ 10:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. Andrew Collins	ATD ENVIRONMENTAL	985 Union Hill Rd Alpharetta, GA 30004	470-484-0147	770-274-5290	ACOLLINS@ADENVIRO.COM	PRIME
9. Rick Acree	CENTRAL SERVICES	2760 Peach Orchard Rd Augusta, GA 30906	706-821-1595		racree@augustaga.gov	
10. Suwanette Jones	GCA Compliance HSBOP/DRE	535 Teifale St. Suite 530 Augusta, GA 30901	706-826-4789	---	STONSLZ@augustaga.gov	
11.						
12.						
13.						
14.						
15.						

Item # 4



Central Services Department

Takiyah A. Douse, Director
Rick Acree, Project Manager

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

'19 AUG 19 PM 4:58

MEMORANDUM

RAA

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

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

DATE: August 15, 2019

SUBJECT: Bid Item #19-262 Underground Storage Tank Closure by Removal – Recommendation

Four compliant bids were received on the referenced project on August 9, 2019. ATC Services of Augusta, GA submitted the low bid of \$110,050.00.

The Central Services Department recommends that the contract be awarded to the low bidder, ATC Services and requests that Procurement secure any additional documentation required.

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
Laquona Sanderson

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-19-262-0-2019/nw

Bid Name Underground Storage Tank Closure by Removal - 401 Walton Way

3 Document(s) found for this bid

5 Planholder(s) found.

[Add Planholder](#)

Supplier Name ▲	Phone	Fax	Doc Count	Attributes	Programs	Actions
American Compliance Technologies, Inc.	8635332000	8635341133	1	1. Small Business		Documents
Dodge Data	4133767032		3			Documents
Graves Construction	8034713353		3	1. Small Business		Documents
Paint BidTracker	4124318300	4124315428	1			Documents
PAULS LANDSCAPING SEPTIC & GRADING	4042997628		1			Documents

Page 1 of 1

Format for Printing No ▼

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Item # 4

LANDSERVER
2831 CARWELL ROAD
RICHMOND, VA 23234
ATTN: LARRY BOWMAN

POINT TO POINT ENVIRONMENTAL
1010 PENNSYLVANIA AVENUE
MCDONOUGH, GA 30253

ENVIRONMENTAL SPECIALTIES
7943 PECUE LANE SUITE A
BATON ROUGE, LA 70809
ATTN: DEBRA CLARK

GEARIG BROTHERS CIVILWORKS
322 GRIMAUDE BLVD
GROVETOWN, GA 30813

GARNTO SOUTHERN CONSTRUCTION
4811 CLARK DRIVE
EVANS, GA 30809

PEED BROTHERS
42 INDUSTRIAL ROAD
BUTLER, GA 31006

COOPER BARNETTE PAGE
ENVIRONMENTAL
1928 EXECUTIVE PARK DR., SUITE A
STATHAM, GA 30666

PHILLIPS & JORDAN
2100 FAIRFAX ROAD, SUITE 101D
GREENSBORO, NC 27407

CAMANCO
4301 STERLING COMMERCE DR
PLANT CITY, FL 33569

T & K CONSTRUCTION
235 COUNTY ROAD 1242
VINEMONT, AL 35179

SOUTHEAST ENVIRONMENTAL
5567 VAL DEL ROAD
HAHIRA, GA 31632

L-J
220 STONERIDGE DR., SUITE 405
COLUMBIA, SC 29210

REEVES CONSTRUCTION
ATTN: GREG HAMILTON
1 APAC INDUSTRIAL WAY
AUGUSTA, GA 30907

TERRA EXCAVATING, LLC
ATTN: TONYA YOST-HUDGES
1760 GORDON HIGHWAY
AUGUSTA, GA 30904

BEAM'S CONTRACTING
ATTN: BUDDY ROWLAND
15030 ATOMIC ROAD
BEECH ISLAND, SC 29842

STRACK, INC.
125 LASER INDUSTRIAL COURT
FAIRBURN, GA 30213

KAM ENVIRONMENTAL
2723 MANCHESTER EXPY, STE 9
COLUMBUS, GA 31904

FORD'S EQUIPMENT CO.
3005 COLUMBUS ROAD
MACON, GA 31204

AUGUSTA INDUSTRIAL SERVICES INC.
15 LOVERS LANE
AUGUSTA, GA 30901

ATTN: DAN MARTIN
A&D ENVIRONMENTAL SERVICE
312 LABAN COURT
GILBERT, SC 29054

BROOKS BROTHER'S CONSTRUCTION
3109 COUNTY LINE ROAD
GIBSON, GA 30810

A&D ENVIRONMENTAL SERVICES
1741 CALKS FERRY ROAD
LEXINGTON, SC 29073

CBP, INC.
1928 EXECUTIVE PARK DRIVE
STATHAM, GA 30666

TAKIYAH DOUSE
CENTRAL SERVICES DEPT ADMIN

TREZA EDWARDS
COMPLIANCE

BID ITEM #19-262
UNDERGROUND STORAGE TANK CLOSURE
BY REMOVAL-401 WALTON WAY FOR
AUGUSTA, GA-CENTRAL SERVICES
DEPARTMENT
BID DUE: FRI, 8/9/19@11:00 AM

BID ITEM #19-262
UNDERGROUND STORAGE TANK CLOSURE
BY REMOVAL-401 WALTON WAY FOR
AUGUSTA, GA-CENTRAL SERVICES
DEPARTMENT
BID MAILED: 6/28/19

ETHNIC GROUP	COUNT
African American	11
Asian American	3
Native American	3
Hispanic/Latino	0
Pacific Island/American	0
Non Minority	60
Not Classified	0
Total Number of Vendors	77
Total Number of Contacts	130

PR_bid_email_list

Bid 19-262
Georgia Procurement Registry Vendor Summary



Administrative Services Committee Meeting
10/29/2019 1:05 PM
HCD _ Short Term Rental/Utility Assistance Program

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to receive as information Housing and Community Development Department's (HCD's) intent to provide Emergency Solutions Grant (ESG) funding to assist extremely low-income households with rent and/or utility assistance to prevent occurrences of homelessness caused by evictions and to increase the FY2019 Approved Budget utilizing prior years grant carryover.

Background: The City of Augusta's Short Term Rental/Utility Assistance initiative is an emergency assistance program for households at or below 30 percent of the area median income to provide up to 6 months arrears payment to landlords and/or utility providers in an effort to prevent episodes of homelessness caused by eviction actions. This financial assistance is provided directly to the landlord/utility provider on behalf of the rental household. The household must meet eligibility guidelines and agree to a time-specific case management plan to ensure sustainability and/or continued affordability. Lease and/or utility bill must be in the name of the eligible beneficiary. The program is funded by The United States Department of Housing and Urban Development (HUD) and administered by The City of Augusta's Housing and Community Development Department (HCD). The program promotes homelessness prevention by assisting with payment of rental and/or utility arrears, heading off eviction and/or service interruption for rental households located within Augusta-Richmond County. Assistance will be available to eligible households for 60 days beginning November 4, 2019, or until available funds are exhausted. Applications for assistance will be accepted and reviewed for eligibility and approval by HCD staff in partnership with the Centralized Intake and Assessment at the Marion Barnes Resource Center for the Homeless.

Cover Memo

Analysis: Receipt of this information will inform eligible applicants and households of the assistance availability. The provision of this

assistance will prevent the imminent threat of homelessness caused by evictions for a minimum of (7) seven households comprised of the most vulnerable population of residents- those living in extreme poverty.

Financial Impact: The City receives funding from the United States Department of Housing and Urban Development Department (HUD) on an annual basis. The amount of funding available for this short-term rental assistance program is \$22,926.69.

Alternatives: None recommended.

Recommendation: Motion to receive as information Housing and Community Development Department’s (HCD's) intent to provide Emergency Solutions Grant (ESG) funding to assist extremely low-income households with rent and/or utility assistance to prevent occurrences of homelessness caused by evictions.

Funds are Available in the Following Accounts: United States Department of Housing and Urban Development (HUD): Prior year carryover Emergency Solutions Grant (ESG) funds. Org key: 221073214

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



Administrative Services Committee Meeting
10/29/2019 1:05 PM
HCD_ Family Initiative of the CSRA, Inc., 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 Housing Opportunities for Persons with AIDS (HOPWA) funding to Family Initiative of the CSRA, Inc. to carry out program.
Background:	The HOPWA program is authorized by the U.S. Congress and managed at the federal level by HUD. The goal of HOPWA is to assist clients in achieving and maintaining housing stability so as to avoid/reduce homelessness and improve their access to, and engagement in, HIV care and treatment. HOPWA is designed to promote client housing stability and act as a bridge to long-term assistance programs when possible. Family Initiative applied for funding during the 2018 Application Process and was not funded in 2018 which has left them in need for additional funding. Family Initiative is one of five (5) Sponsors that administers the HOPWA program and will utilize funding to continue providing services to eligible clients in the CSRA.
Analysis:	The approval of funding will allow Family Initiative to continue to provide services to eligible individuals in the CSRA.
Financial Impact:	HCD will provide HOPWA funding from previous annual allocations from U.S. Department of Housing and Urban Development in the amount of \$ 103,457.54.
Alternatives:	Do not approve the funding to Family Initiative of the CSRA, Inc.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Housing Opportunities for Persons with AIDS (HOPWA) funding to Family Initiative of the CSRA, Inc. to carry out program.

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

U S. Department of Housing and Urban Development (HUD)
Funds: Housing Opportunities for Persons with Aids (HOPWA)
funds. Org key: 221073213-5211119

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting
10/29/2019 1:05 PM
HCD_ J. Lovett Homes – 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 HOME funding to J. Lovett Homes and Construction, LLC to develop one (1) single family unit for a low to moderate income family evictions and to increase the FY2019 Approved Budget utilizing prior years grant carryover.

Background: Housing and Community Development and J. Lovett Homes and Construction, LLC are working together to promote affordable housing through partnership wherein J. Lovett Homes is currently working with local non-profits to construct single family housing in Augusta. J. Lovett Homes is requesting that HCD assist in furthering affordable housing through a continual partnership of providing HOME funds for the construction of one additional unit. HCD will provide 100% of funding with 100% of funding with 100% of all funding being returned to HCD at closing to be utilized to construct future units. J. Lovett is requesting: 1547 Twiggs Court, Augusta, GA 30901: Total Construction Cost: \$138,870.58. Total Request \$138,870.58. Note 1: The funding request is to assist with the cost associated with the construction of single family units. Note 2: J. Lovett Homes is also using 100% of their funds to currently construct homes as well.

Analysis: The approval of funding will allow J. Lovett Homes to construct one (1) single-family unit to be sold to eligible low income homebuyer.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 138,880.00 to assist in construction cost of one (1) single family unit. HCD does not have enough budgeted funds in the FY2019 Approved Budget to

Cover Memo

Item # 7

we are requesting to utilize FY2016 carryover grant budgeted funds from general ledger account 221073212/5225110 Construction Costs. Since the expense is reimbursable from the grant, the general ledger revenue account 221073212-3313122 HOME Grant Income will need to be increased in the amount of \$138,880.00. There is no impact to the City's General Fund.

Alternatives: Do not approve the funding to J. Lovett Homes and Construction LLC.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to J. Lovett Homes and Construction, LLC to develop one (1) single family unit for a low to moderate income family.

Funds are Available in the Following Accounts: U.S. Department of Housing and Urban Development (HUD) Funds: - Prior year carryover Home Investment Partnership Program (HOME) funds. Org Key 221073212

REVIEWED AND APPROVED BY:

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

CONTRACT**between****AUGUSTA, GEORGIA****And****J. LOVETT HOMES & CONSTRUCTION, LLC.**

in the amount of

\$138,870.50

One Hundred Thirty-Eight Thousand Eight Hundred Seventy and 58/100

for Fiscal Year **2018**

Providing funding for

**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT
HOME FUNDING****“Single Family New Construction – 1547 Twiggs Court”**

THIS AGREEMENT (“Contract”), is made and entered into as of the th day of _____, 2019 (“the effective date”) by and between Augusta, 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 J. Lovett Homes & Construction LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "J. Lovett" as party in the second part.

WITNESSETH

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

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

WHEREAS, Augusta wishes to enter into a contractual agreement with J. Lovett Homes for the administration of the eligible affordable housing development activities utilizing HOME Investment Partnerships (HOME) Program funds; and

WHEREAS, this activity has been determined to be eligible 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, J. Lovett Homes has been selected and approved through a solicitation process for development partners to assist in the redevelopment of the Laney Walker/Bethlehem communities.

Initial _____

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

WHEREAS, J. Lovett Homes has requested and Augusta has approved a total of \$ 38,870.58 in 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

Project Description: J. Lovett Homes agrees to utilize approved HOME Program funds to support project related costs associated with the construction of a single family unit located at 1547 Twiggs Court to include:

1. Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
2. Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - ✚ Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but are not limited to: appliances, windows, HVAC, fixtures and first quality lumber. J. Lovett Homes is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges,

B. Use of Funds: HOME Investment Partnerships (HOME) Program funds shall be used by J. Lovett Homes for the purposes and objectives stated in Article I, Scope of Services, and Exhibit “A” of this Agreement. The use of these funds for any other purpose(s) is not permitted. The following summarizes the proposed uses of the funds under this Agreement:

An amount not to exceed \$138,870.58 shall be expended by J. Lovett Construction to support the construction of the single family unit.

1. Construction

An amount not to exceed sixteen percent (16%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-up shall be expended by J. Lovett Homes for construction costs related to the development of one single family detached homes identified as 1547 Twiggs Court. The design and specification of this property shall be approved by HCD prior to construction. Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to J. Lovett Homes for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as 1547 Twiggs Court. HCD will have the latitude to pay O&P directly the procured developer/contractor on a pay performance basis or upon the sale of the single family detached home identified as 1547 Twiggs Court.

Initial _____

C. Program Location and Specific Goals to be Achieved

J. Lovett Homes shall conduct project development activities and related services in its project area (also known as the Laney Walker Bethlehem Community) that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, Martin Luther King Boulevard and Walton Way and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of the funds by the J. Lovett Homes will be in compliance with 24 CFR Part 92. Notwithstanding any other provisions of this contract, J. Lovett Homes shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

J Lovett Homes will be compensated in accordance with this Article II, Budget and Method of Payment, that specifically identifies the use of project funding as represented in Article II. C.2 of this Agreement. J Lovett Homes will carry out and oversee the implementation of projects to be funded with HOME Program funds. J. Lovett Homes agrees to perform the required services under the general coordination of the Augusta Housing and Community Development Department. In addition and upon approval by Augusta, J. Lovett Homes, may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make the funds available in the following manner:

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided J. Lovett Homes and HCD determine the progress is satisfactory. J. Lovett Homes shall utilize the AIA Form provided by HCD (See appendix). For invoicing, J. Lovett Homes shall include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by HCD, lien waivers for vendors and subcontractors, as specified in the Work Write-Up found in Exhibit B & E.
2. HCD will monitor the progress of the project and J. Lovett Homes' performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
4. Funds may not be transferred from line to line item in the project budget without the prior written approval of Augusta.

Initial _____

5. HCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until J. Lovett Homes and HCD determine that all HCD punch list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (HCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by J. Lovett Homes for construction costs related to the development of one single family detached home identified as 1547 Twiggs Court.

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

C. Timetable for Completion of Project Activities

1. J. Lovett Homes shall be permitted to commence with the expenditure of funds as outlined in said Agreement . J. Lovett Homes shall obligate and expend the designated funds by May 31, 2020. Based on the budget outlined in C.2 below, J. Lovett Homes will provide a detailed outline of critical project milestones and projected expenditures during the course of the development project as Exhibit C. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.
2. J. Lovett Homes agrees to pay as liquidated damages to Augusta the sum of one hundred dollars (\$100) for each consecutive calendar day after the expiration of the contract time of completion time, except for authorized extensions by Augusta.

D. Project Budget: Limitations

1. J. Lovett Homes shall be paid a total consideration of \$ 138,870.58 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of the J. Lovett Homes. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and J. Lovett Homes.
2. J. Lovett Homes shall adhere to the following budget in the performance of this contract.

A.	<u>Project Activity Cost</u>	\$ 138,870.58
	New Construction	
	TOTAL PROJECT COST:	\$ 138,870.58

Initial _____

ARTICLE IV. TERM OF CONTRACT

The term of this agreement shall commence on the date when this agreement is executed by Augusta and the J. Lovett Homes (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 IX: 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 the J. Lovett Homes, or any subcontractor hereunder. All payments to the J. Lovett Homes by Augusta will be made on a reimbursement basis.
- B. J. Lovett Homes shall maintain a separate account and accounting process for funding sources.
- C. J. Lovett Homes shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to J. Lovett Homes's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. 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.
- F. Requests by J. Lovett Homes for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "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 Augusta later than sixty (60) calendar days after expiration date of this Agreement. Reimbursement request form is in Appendix A.
- G. J. Lovett Homes shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by the J. Lovett Homes.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

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

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

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

Initial _____

- B. Augusta may, from time to time, request changes to the scope of this agreement and obligations to be performed hereunder by J. Lovett Homes. In such instances, J. Lovett Homes shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and J. Lovett Homes.
- C. Statutes, regulations, guidelines and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

J. Lovett Homes agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act", and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in J. Lovett Homes's publications and/or advertisements. (24 CFR 570.601).

B. Ownership Interest

J. Lovett Homes agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

C. Non-Discrimination

J. Lovett Homes. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.

D. Labor Standards

1. General: J. Lovett Homes agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with funds under this Agreement, J. Lovett Homes will adhere to the Davis-Bacon Act (40 USC 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 USC 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)
1. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

Initial _____

E. Environmental Standards

J. Lovett Homes agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 570.604).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J&B Construct agrees that the funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

J. Lovett Homes agrees to take all reasonable steps to minimize displacement of persons as a result of an assisted activities. Any such activities assisted with the 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).

H. Non-Discrimination in Employment

J. Lovett Homes agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. J. Lovett Homes will in all solicitations or advertisements for employees placed by or on behalf of J. Lovett Homes, state

that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

J. Lovett Homes. agrees that low and moderate income persons residing within Augusta-Richmond County; and that contracts for work in connection with the project be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in Augusta-Richmond County - (24 CFR 570.697).

J. Lead-Based Paint

In accordance with Section 92.355 of the Regulations and Section 570.608 of the CDBG Regulations, J. Lovett Homes agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.

K. Debarred, Suspended or Ineligible Contractor

J. Lovett Homes. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

In accordance with 24 CFR part 24, subpart F, J. Lovett Homes agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

M. Publicity

Any publicity generated by J. Lovett Homes for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta-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.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if J. Lovett Homes 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 X. For purposes of this Agreement, timely expenditure of funds means J. Lovett Homes shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

J. Lovett Homes shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. J. Lovett Homes agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

J. Lovett Homes shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Initial _____

Q. Equal Employment Opportunity

J. Lovett Homes agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR part 8 shall include sleeping accommodations.

R. Commitment to Non-Discrimination

J. Lovett Homes will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. Lovett Homes will take appropriate action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or J. Lovett Homes social status. J. Lovett Homes agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. Ga. 2007), J. Lovett Homes agrees to comply with any federally mandated requirements as to minority and women-owned business enterprises in connection with HOME supported activities.

ANY LANGUAGE INCLUDED HEREIN THAT VIOLATES OR IS INCONSISTENT WITH THE MARCH 14, 2007 CORT ORDER IN THE CASE, *THOMPSON WRECKING, INC. V. AUGUSTA, GEORGIA*, CIVIL ACTION NO. 1:07-CV-019 9S.D. Ga. 2007), IS VOIDABLE BY THE AUGUSTA GOVERNMENT.

S. Religious Influence

J. Lovett Homes will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. J. Lovett Homes will not discriminate against any person applying for shelter on the basis of religion. J. Lovett Homes will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.

T. Indirect Costs

Indirect costs will only be paid if J. Lovett Homes has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

U. Travel

If applicable, J. Lovett Homes 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).

Initial _____

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event J. Lovett Homes materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in

ARTICLE I, Scope of Services, Augusta may withhold cash payments until J. Lovett Homes, Inc. cures any breach of the agreement. If J. Lovett Homes fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for the J. Lovett Homes program.

- B. Notwithstanding the above, J. Lovett Homes shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. Lovett Homes for the purposes of set off until such time as the exact amount of damages is determined.

- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, 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 the Agreement, Augusta shall pay J. Lovett Homes for documented committed eligible costs incurred prior to the date of notice of termination.

- D. Notwithstanding any termination or suspension of this Agreement, J. Lovett Homes shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME 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
530 Green Street, Suite 801

Augusta, Georgia 30911

With copies to:

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

J. Lovett Homes and Construction LLC. will receive all notices at the address indicated below:

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

Initial _____

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

J. Lovett Homes 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, J. Lovett Homes 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 J. Lovett Homes handling or charged with the responsibility for handling funds and property pursuant to this contract. J. Lovett Homes shall procure and provide, for approval by the 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, J. Lovett Homes shall procure officers and directors liability insurance under policies to be approved by the 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 for other named insured. No insurance policy providing insurance coverage required to be provided by J. Lovett Homes hereunder shall be cancelable without at least fifteen days advance written notice to the Grantee. All

insurance policies required hereunder or copies thereof shall be promptly submitted for approval by the 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 J. Lovett Homes beyond the term of this Agreement.

Initial _____

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. 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 Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

J. Lovett Homes and Construction LLC.

(Grantee)

SEAL:

By: _____

Its: _____

(Plain witness)

APPENDIX A

Statutes: (Available on Request)

24 CFR Part 92, HOME Investment Partnerships Program (“HOME”)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

Reimbursement Form

APPENDIX B
REPORTING REQUIREMENTS

J.Lovett Homes shall submit to the Grantee the following reports for the term of this agreement.

1. *Monthly/Quarterly Progress & Financial Reports*
Due the 15th of the new quarter.
3. *Annual Progress Report (January 16, 2021)*
4. *Audit/Financial Report*
5. 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

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Bidding:
 - A. Only contractors included on the Augusta-Richmond County Housing & Community Development Department Approved Contractor List may bid on construction projects funded with CDBG funds
 - B. All bids will be awarded to the lowest bidder submitting an accurate and qualified bid.
 - C. All bidding documents and procedures will be made available for HCD review upon request
2. Eligible Contractors: Any contractor desiring to bid on HOME or CDBG projects may apply for inclusion on the AHCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on CDBG funded projects.
3. 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 use.

4. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the AHCD Approved Contractors List. A copy is enclosed for inclusion.
5. Inspections. All projects will be inspected and approved by an AHCD Construction and Rehabilitation Inspector prior to release of the funds for that project.



Administrative Services Committee Meeting

10/29/2019 1:05 PM

HCD_ Laney Walker/Bethlehem New Construction two (2) Homes Request

Department: HCD

Presenter:

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to construct two (2) workforce, residential units on Boyd Lane.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. This project involves construction of two (2) new residential units on Boyd Lane within Laney Walker/ Bethlehem.

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

Financial Impact: Augusta Housing and Community Development Department receives annual allocations from the Laney Walker Bethlehem Project which will fund this contract. Contract Amount 918 Boyd Lane - \$71,631.45 Contract Amount 922 Boyd Lane - \$71,631.45

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to construct two (2) workforce, residential units on Boyd Lane

Cover Memo

Item # 8

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

Laney Walker/Bethlehem Revitalization Project funds.

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****CAPITALRISE LLC.**in the amount of
\$71,631.45 USD**Seventy-One Thousand, Six-Hundred and Thirty-One Dollars and 45/100**
for Fiscal Year **2019**
Providing funding for**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT****918 Boyd Lane**

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, CAPITALRISE has requested and Augusta has approved a total of **\$71,631.45** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: CAPITALRISE agrees to utilize approved Laney Walker/Bethlehem Bond Financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. This project is a mixed income housing effort which involves development and construction of new single family housing units along Pine Street. Under this Agreement:

- ✚ Perform new construction services for one (1) single family detached homes identified as property number **918 Boyd Lane**.
- ✚ Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
- ✚ Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. CAPITALRISE is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by AHCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by CAPITALRISE for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$71,631.45**.

Description of Project Expenses		
Activity	Amount	Responsible Party
Materials & Labor	\$ 71,631.45	Capitalrise
Materials & Labor	\$ 71,631.45	AHCD
Building Permit Fee	\$ 1,210.00	AHCD
Real Estate Commission	\$ 10,140.00	AHCD
Buyer's Assistance	\$ 10,000.00	AHCD
Developer's Fee	\$ 250.00	AHCD
TOTAL	\$ 164,862.90	
Summary of Parties Investments		
Party	Total Investment	Comments
AHCD Investment	\$ 93,231.45	L&M, BP, RC, BA, DF
Capitalrise Investment	\$ 71,631.45	Labor & Materials
TOTAL INVESTMENT	\$ 164,862.90	
Distribution of Funds Upon Sale		
Activity	Sales Price	Payee Amount
Home Sales Price	\$ 169,000.00	Not Applicable
AHCD Proceeds		\$ 75,768.55
Capitalrise Proceeds		\$ 93,231.45
TOTAL DISTRIBUTED		\$ 169,000.00

*To the extent that the pricing provided by CAPITALRISE is erroneous and defective, the parties may by agreement, correct pricing errors to reflect the intent of the parties. CAPITALRISE shall adhere to the following budget in the performance of this contract:

1. Construction

An amount not to exceed fifty percent (50%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-Up shall be expended by CAPITALRISE for construction costs related to the development of one single family detached home identified as **918 Boyd Lane** as part of the Heritage Pine Street Project. The design and specifications of the property shall be approved by AHCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed fifty percent (50%) of the sales price, as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to CAPITALRISE for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **918 Boyd Lane** as part of the Heritage Pine Project. AHCD will have the latitude to pay O&P

directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **918 Boyd Lane**.

3. Developer's Fee

An amount not to exceed **\$250.00** in a grant shall be expended to CAPITALRISE in support of the project development fees. Drawdowns are to be requested after sale of the single family detached home identified as **918 Boyd Lane**.

C. Program Location and Specific Goals to be Achieved

CAPITALRISE shall conduct project development activities and related services in its project area (also known as the Heritage Pine Community) that incorporates the following boundaries: Eleventh Street, Laney Walker Boulevard, Pine Street and Florence Street.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by CAPITALRISE will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, CAPITALRISE 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

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

- A. Augusta shall designate and make Laney Walker/Bethlehem Bond Financing funds available in the following manner:
 - 1. Augusta agrees to pay CAPITALRISE, a maximum of \$ **\$250.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CAPITALRISE's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 - 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted fifty percent (50%) shall be on a pay for performance basis provided CAPITALRISE and AHCD determine the progress is satisfactory. CAPITALRISE shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, CAPITALRISE will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted

by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. AHCD will monitor the progress of the project and CAPITALRISE's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
4. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. CAPITALRISE and AHCD shall share in the cost and proceeds of developing the residence at 918 Boyd Lane as follows:

Description of Project Expenses		
Activity	Amount	Responsible Party
Materials & Labor	\$ 71,631.45	Capitalrise
Materials & Labor	\$ 71,631.45	AHCD
Building Permit Fee	\$ 1,210.00	AHCD
Real Estate Commission	\$ 10,140.00	AHCD
Buyer's Assistance	\$ 10,000.00	AHCD
Developer's Fee	\$ 250.00	AHCD
TOTAL	\$ 164,862.90	
Summary of Parties Investments		
Party	Total Investment	Comments
AHCD Investment	\$ 93,231.45	L&M, BP, RC, BA, DF
Capitalrise Investment	\$ 71,631.45	Labor & Materials
TOTAL INVESTMENT	\$ 164,862.90	
Distribution of Funds Upon Sale		
Activity	Sales Price	Payee Amount
Home Sales Price	\$ 169,000.00	Not Applicable
AHCD Proceeds		\$ 75,768.55
Capitalrise Proceeds		\$ 93,231.45
TOTAL DISTRIBUTED		\$ 169,000.00

5. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any CAPITALRISE and AHCD deemed satisfactorily progress made within the contracted construction only amount not to exceed percent (50%) shall be paid to CAPITALRISE.

7. AHCD will retain five percent (5%) of an amount within the fifty (50%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until CAPITALRISE and AHCD determine that all AHCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed fifty percent (50%) of the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by CAPITALRISE for construction costs related to the development of one single family detached home identified as **918 Boyd Lane**.

Additionally, AHCD will provide fifty percent (50%) of all change orders (where applicable) as approved by both Augusta and CAPITALRISE in writing.

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

C. Timetable for Completion of Project Activities

CAPITALRISE shall be permitted to commence with the expenditure of Laney Walker/Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 180 days of said home identified as 918 Boyd Lane as part of the Heritage Pine Project.

Liquidated Damages

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

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

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

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage based costs related to the development of one single family detached home identified as **918 Boyd Lane** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. CAPITALRISE shall be paid a total consideration of no more than \$250.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of CAPITALRISE. 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 CAPITALRISE.

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

ARTICLE III. TERM OF CONTRACT

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

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to CAPITALRISE, or any subcontractor hereunder.
- B. CAPITALRISE shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to CAPITALRISE's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.

- E. Requests by CAPITALRISE for payment shall be accompanied by proper documentation and shall be submitted to AHCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. CAPITALRISE shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by CAPITALRISE.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single family home at **918 Boyd Lane**, AHCD is to provide CAPITALRISE with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of CAPITALRISE. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. CAPITALRISE in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by CAPITALRISE. In such instances, CAPITALRISE 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 CAPITALRISE.

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

ARTICLE VI. OTHER REQUIREMENTS

- A. CAPITALRISE agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in CAPITALRISE's publications and/or advertisements. (24 CFR 570.601).
- B. CAPITALRISE agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. CAPITALRISE agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. CAPITALRISE agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), CAPITALRISE agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. CAPITALRISE agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. CAPITALRISE 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. CAPITALRISE will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

- I. CAPITALRISE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CAPITALRISE will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CAPITALRISE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, CAPITALRISE agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. CAPITALRISE agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, CAPITALRISE agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by CAPITALRISE for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. CAPITALRISE shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. CAPITALRISE agrees to obtain all necessary permits for intended improvements or activities.
- O. CAPITALRISE shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

CAPITALRISE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** CAPITALRISE agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.

- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue

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

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

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

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

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

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notices at the address indicated below:

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

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

CAPITALRISE will receive all notices at the address indicated below:

Capitalrise LLC.
ATTN: Peter Tuchyna and Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

ARTICLE XII. INDEMNIFICATION

CAPITALRISE 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, CAPITALRISE specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

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

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

CAPITALRISE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CAPITALRISE for the purpose of securing business and that CAPITALRISE has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is

not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XV. DISCLAIMER

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

ARTICLE XVI. COUNTERPARTS

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

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

Approved as to Form By (please initial here):

Augusta, Georgia Law Department

Date: _____

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

Date: _____

By: _____
Jarvis Sims, as its Interim City Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **Capitalrise LLC.**

By: _____
Frank Klimes, Co-Owner

Date: _____

By: _____
Peter Tuchyna, Co-Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Capitalrise LLC acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, Capitalrise LLC is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Capitalrise LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Capitalrise LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Capitalrise LLC provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by JLovett Homes & Construction. Capitalrise LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Frank Klimes or Peter Tuchyna
Capitalrise, LLC. Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

- a. CAPITALRISE will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
 - b. CAPITALRISE must make sure contractors obtain and post all permits on job site.
 - c. CAPITALRISE must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - d. AHCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.
6. Permanent Financing and Sales Prices
- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by AHCD, the sales price of each house shall not exceed the appraised value of the house.
 - b. The purchasers of houses constructed must meet the Augusta program requirements.
 - c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by AHCD.

CONTRACT**between****AUGUSTA, GEORGIA****And****CAPITALRISE LLC.**

in the amount of

\$71,631.45 USD

Seventy-One Thousand, Six-Hundred and Thirty One Dollars and 45/100for Fiscal Year **2019**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**922 Boyd Lane**

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

WITNESSETH

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

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

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

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

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

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

WHEREAS, CAPITALRISE has requested and Augusta has approved a total of **\$71,631.45** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: CAPITALRISE agrees to utilize approved Laney Walker/Bethlehem Bond Financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. This project is a mixed income housing effort which involves development and construction of new single family housing units along Pine Street. Under this Agreement:

- ✚ Perform new construction services for one (1) single family detached homes identified as property number **922 Boyd Lane**.
- ✚ Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
- ✚ Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. CAPITALRISE is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by AHCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by CAPITALRISE for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$71,631.45**.

Description of Project Expenses		
Activity	Amount	Responsible Party
Materials & Labor	\$ 71,631.45	Capitalrise
Materials & Labor	\$ 71,631.45	AHCD
Building Permit Fee	\$ 1,210.00	AHCD
Real Estate Commission	\$ 9,900.00	AHCD
Buyer's Assistance	\$ 10,000.00	AHCD
Developer's Fee	\$ 250.00	AHCD
TOTAL	\$ 164,622.90	
Summary of Parties Investments		
Party	Total Investment	Comments
AHCD Investment	\$ 92,991.45	L&M, BP, RC, BA, DF
Capitalrise Investment	\$ 71,631.45	Labor & Materials
TOTAL INVESTMENT	\$ 164,622.90	
Distribution of Funds Upon Sale		
Activity	Sales Price	Payee Amount
Home Sales Price	\$ 165,000.00	Not Applicable
AHCD Proceeds		\$ 72,008.55
Capitalrise Proceeds		\$ 92,991.45
TOTAL DISTRIBUTED		\$ 165,000.00

*To the extent that the pricing provided by CAPITALRISE is erroneous and defective, the parties may by agreement, correct pricing errors to reflect the intent of the parties. CAPITALRISE shall adhere to the following budget in the performance of this contract:

1. Construction

An amount not to exceed fifty percent (50%) of the actual construction costs, only including materials and labor, as outlined and approved on the Work Write-Up shall be expended by CAPITALRISE for construction costs related to the development of one single family detached home identified as **922 Boyd Lane** as part of the Heritage Pine Street Project. The design and specifications of the property shall be approved by AHCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed fifty percent (50%) of the sales price, as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to CAPITALRISE for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **922 Boyd Lane** as part of the Heritage Pine Project. AHCD will have the latitude to pay O&P

directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **922 Boyd Lane**.

3. Developer's Fee

An amount not to exceed **\$250.00** in a grant shall be expended to CAPITALRISE in support of the project development fees. Drawdowns are to be requested after sale of the single family detached home identified as **922 Boyd Lane**.

C. Program Location and Specific Goals to be Achieved

CAPITALRISE shall conduct project development activities and related services in its project area (also known as the Heritage Pine Community) that incorporates the following boundaries: Eleventh Street, Laney Walker Boulevard, Pine Street and Florence Street.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by CAPITALRISE will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, CAPITALRISE 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

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

- A. Augusta shall designate and make Laney Walker/Bethlehem Bond Financing funds available in the following manner:
 - 1. Augusta agrees to pay CAPITALRISE, a maximum of \$ **\$250.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CAPITALRISE's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 - 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted fifty percent (50%) shall be on a pay for performance basis provided CAPITALRISE and AHCD determine the progress is satisfactory. CAPITALRISE shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, CAPITALRISE will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted

by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. AHCD will monitor the progress of the project and CAPITALRISE's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
4. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. CAPITALRISE and AHCD shall share in the cost and proceeds of developing the residence at 922 Boyd Lane as follows:

Description of Project Expenses		
Activity	Amount	Responsible Party
Materials & Labor	\$ 71,631.45	Capitalrise
Materials & Labor	\$ 71,631.45	AHCD
Building Permit Fee	\$ 1,210.00	AHCD
Real Estate Commission	\$ 9,900.00	AHCD
Buyer's Assistance	\$ 10,000.00	AHCD
Developer's Fee	\$ 250.00	AHCD
TOTAL	\$ 164,622.90	
Summary of Parties Investments		
Party	Total Investment	Comments
AHCD Investment	\$ 92,991.45	L&M, BP, RC, BA, DF
Capitalrise Investment	\$ 71,631.45	Labor & Materials
TOTAL INVESTMENT	\$ 164,622.90	
Distribution of Funds Upon Sale		
Activity	Sales Price	Payee Amount
Home Sales Price	\$ 165,000.00	Not Applicable
AHCD Proceeds		\$ 72,008.55
Capitalrise Proceeds		\$ 92,991.45
TOTAL DISTRIBUTED		\$ 165,000.00

5. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any CAPITALRISE and AHCD deemed satisfactorily progress made within the contracted construction only amount not to exceed percent (50%) shall be paid to CAPITALRISE.

7. AHCD will retain five percent (5%) of an amount within the fifty (50%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until CAPITALRISE and AHCD determine that all AHCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed fifty percent (50%) of the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by CAPITALRISE for construction costs related to the development of one single family detached home identified as **922 Boyd Lane**.

Additionally, AHCD will provide fifty percent (50%) of all change orders (where applicable) as approved by both Augusta and CAPITALRISE in writing.

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

C. Timetable for Completion of Project Activities

CAPITALRISE shall be permitted to commence with the expenditure of Laney Walker/Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 180 days of said home identified as 922 Boyd Lane as part of the Heritage Pine Project.

Liquidated Damages

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

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

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

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage based costs related to the development of one single family detached home identified as **922 Boyd Lane** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. CAPITALRISE shall be paid a total consideration of no more than \$250.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of CAPITALRISE. 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 CAPITALRISE.

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

ARTICLE III. TERM OF CONTRACT

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

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to CAPITALRISE, or any subcontractor hereunder.
- B. CAPITALRISE shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to CAPITALRISE's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.

- E. Requests by CAPITALRISE for payment shall be accompanied by proper documentation and shall be submitted to AHCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. CAPITALRISE shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by CAPITALRISE.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single family home at **922 Boyd Lane**, AHCD is to provide CAPITALRISE with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of CAPITALRISE. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. CAPITALRISE in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by CAPITALRISE. In such instances, CAPITALRISE 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 CAPITALRISE.

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

ARTICLE VI. OTHER REQUIREMENTS

- A. CAPITALRISE agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in CAPITALRISE's publications and/or advertisements. (24 CFR 570.601).
- B. CAPITALRISE agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. CAPITALRISE agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. CAPITALRISE agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), CAPITALRISE agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. CAPITALRISE agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. CAPITALRISE 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. CAPITALRISE will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

- I. CAPITALRISE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CAPITALRISE will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CAPITALRISE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, CAPITALRISE agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. CAPITALRISE agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, CAPITALRISE agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by CAPITALRISE for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. CAPITALRISE shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. CAPITALRISE agrees to obtain all necessary permits for intended improvements or activities.
- O. CAPITALRISE shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

CAPITALRISE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** CAPITALRISE agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.

- P. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue

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

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

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

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

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

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notices at the address indicated below:

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

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

CAPITALRISE will receive all notices at the address indicated below:

Capitalrise LLC.
ATTN: Peter Tuchyna and Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

ARTICLE XII. INDEMNIFICATION

CAPITALRISE 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, CAPITALRISE specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

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

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

CAPITALRISE warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CAPITALRISE for the purpose of securing business and that CAPITALRISE has not received any non-Augusta fee related to this Agreement without the prior written consent of Augusta. For breach or violation of this warranty, Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XIV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is

not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XV. DISCLAIMER

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

ARTICLE XVI. COUNTERPARTS

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

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

Approved as to Form By (please initial here):

Augusta, Georgia Law Department

Date: _____

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

Date: _____

By: _____
Jarvis Sims, as its Interim City Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **Capitalrise LLC.**

By: _____
Frank Klimes, Co-Owner

Date: _____

By: _____
Peter Tuchyna, Co-Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Capitalrise LLC acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, Capitalrise LLC is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Capitalrise LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Capitalrise LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Capitalrise LLC provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by JLovett Homes & Construction. Capitalrise LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Frank Klimes or Peter Tuchyna
Capitalrise, LLC. Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

- a. CAPITALRISE will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
 - b. CAPITALRISE must make sure contractors obtain and post all permits on job site.
 - c. CAPITALRISE must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
 - d. AHCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. AHCD may choose not to release payments if the work being performed is not of acceptable quality to AHCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.
6. Permanent Financing and Sales Prices
- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by AHCD, the sales price of each house shall not exceed the appraised value of the house.
 - b. The purchasers of houses constructed must meet the Augusta program requirements.
 - c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by AHCD.



**Administrative Services Committee Meeting
10/29/2019 1:05 PM
Land Bank Authority**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss city properties held in abeyance for specific entities for extended periods of time by the Land Bank Authority.
(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
10/29/2019 1:05 PM
Land Bank Authority**

Department:

Presenter: Mr. Preston Tutt

Caption: Mr. Preston Tutt regarding the Land Bank Authority's processes for disbursements of city owned properties. **(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
10/29/2019 1:05 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on October 8, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 10/8/2019

ATTENDANCE:

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

ADMINISTRATIVE SERVICES

1. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to assist one (1) low to moderate- income homebuyer with down-payment assistance to purchase a home in the Laney Walker Bethlehem Revitalization area. **Item Action:** Approved

Motions

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

2. Motion to approve the minutes of the Administrative Services Committee held on September 24, 2019. **Item Action:** Approved

Motions

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

3. Replace the gas allowance with a \$500.00 dollar a month car allowance. **Item Action:** Approved
(Requested by Commissioner Ben Hasan)

Motions

Made By **Seconded By**

Motion Type	Motion Text			Motion Result
Approve	Motion to approve.	Commissioner Bobby Williams	Commissioner Mary Davis	Passes

4. Motion to approve recommendations from the Administrative Policies and Procedures Sub-Committee regarding the revised Severance Policy. **Item Action:**
Approved

Motions

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

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**Administrative Services Committee Meeting
10/29/2019 1:05 PM
Motion to Approve Decommissioning of DRE Voting System**

Department: Board of Elections

Presenter: Lynn Bailey

Caption: Motion to Approve the Decommissioning of DRE Voting System.

Background: In 2019, the State of Georgia passed legislation requiring a new voting system be implemented in each county in Georgia beginning with the March 24, 2020 Presidential Preference Primary. Beginning December 31, 2019, it will no longer be permissible to use the current DRE voting system in use since 2002. The current inventory of voting equipment consists of 644 voting units, 142 electronic poll books, and an election management system. The Secretary of State's Office will be picking up and transporting all voting equipment to a secure facility where it will be decommissioned according to security guidelines developed by the State.

Analysis: The legacy DRE system will be removed and the new system delivered towards the end of November. There is no cost to the City for decommissioning the voting equipment.

Financial Impact: None

Alternatives: None

Recommendation: Approve the motion for decommissioning the voting equipment pursuant to state procedure.

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

Cover Memo

Item # 12

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting

10/29/2019 1:05 PM

Motion to approve permission for Mobile Food Truck Services at the Municipal Building

Department: Procurement

Presenter: Geri Sams / Sheila Paulk

Caption: Motion to approve permission for Mobile Food Truck Services at the Municipal Building.

Background: This concept derived from a local private sector business, which provides mobile food service options for their employees. This business is actually located on Washington Road. As we all know, there are many, many food choices on Washington Road; however, the private company, who has 500 to 600 employees, felt the convenience of allowing their staff to exit the building, for immediate service, would provide a better resource to the company as well as their employees. In general, employees obtain their meals without the hassle of travel time, excessive ordering lines and food preparation wait times; but more importantly, return parking, which is also a major concern at the Municipal Building. After returning from lunch, parking spaces are seldom available. So much so, that employees, routinely risk being a few minutes late upon return if they leave to purchase lunch. This is especially true when the Commission is meeting. While food truck vendors may not pay rent or business property taxes, they do pay occupational taxes; they do incur costs for food, food preparation and storage, fuel, permits and fees, and truck maintenance. They also must meet a host of local regulations, (see attached) in accordance with Augusta Planning and Development Department; and they require inspection by the Georgia Department of Public Health, for Food Services. In an effort of providing a boost to our local economy, the local small business food mobile service owner, and to offer convenience, as well as reasonable pricing to Augusta employees, we submit this Agenda Item for consideration, permission and approval. In addition to the Procurement Department, the concept has the recommendation from the following internal offices: 1. Administrator's Office
2. Central Services Department 3. Planning and

Development 4. Risk Management 5. Marshal's
Office 6. Employees

Analysis:

Financial Impact: None. No cost to Augusta and no loss to Augusta. All vendors will provide the following: 1. Business License 2. Insurance 3. Georgia Health Department Grade/Rating

Alternatives: Deny the request for permission

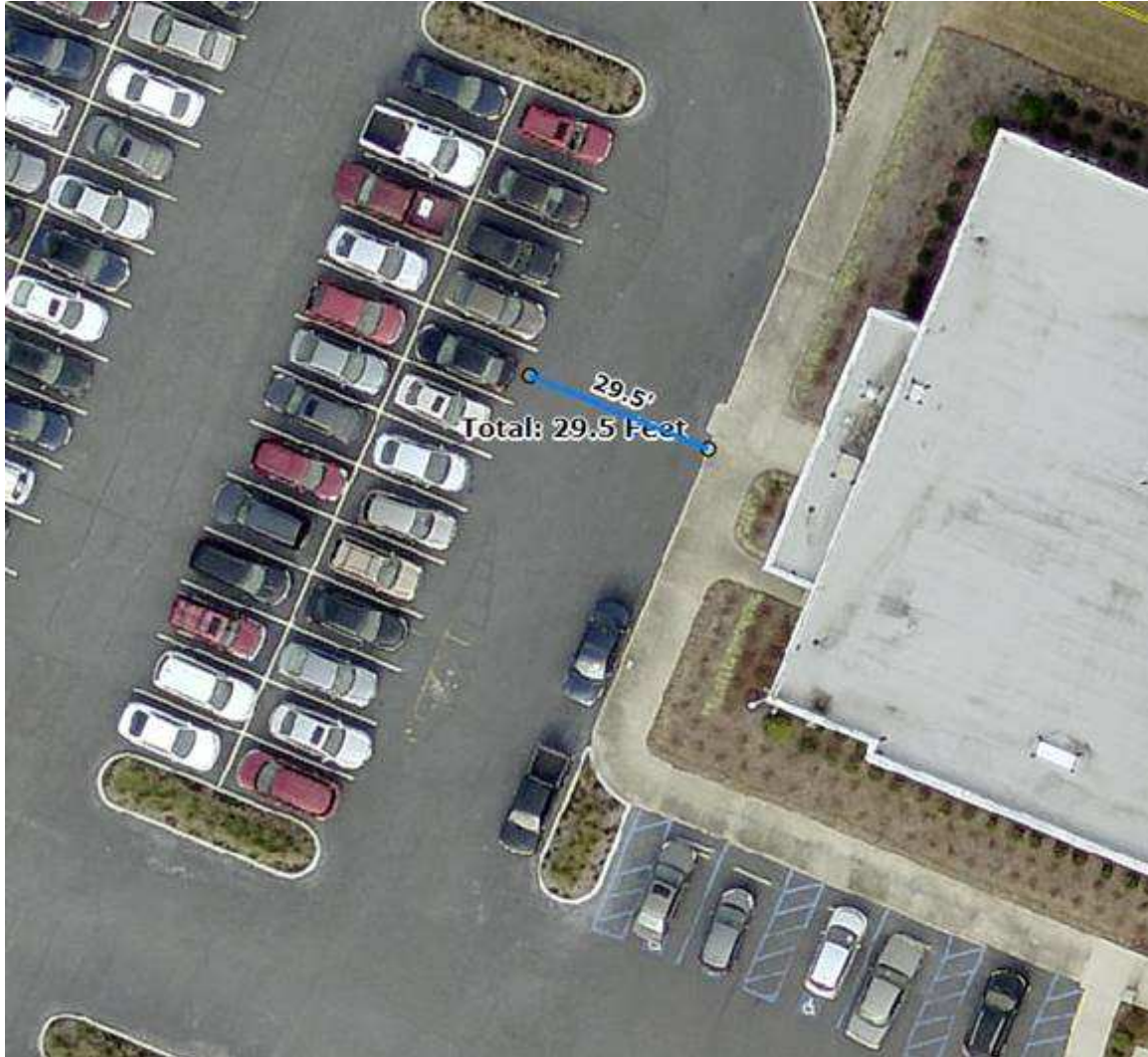
Recommendation: Approve permission for Mobile Food Truck Services at the Municipal Building

Funds are Available in the Following Accounts: No cost to Augusta

REVIEWED AND APPROVED BY:

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

GIS MAP: PROVIDED BY PLANNING AND DEVELOPMENT
MUNICIPAL BUILDING – PARKING LOT LOCATION
FOR MOBILE FOOD TRUCK(S)



Article 3

Food Trucks

§ 6-5-9. Defined.

Food Truck means a licensed, readily movable motorized wheeled vehicle or trailer, which is temporarily stored on a premise where food items are sold to the general public. Included in the definition are vehicles & equipment defined as "Mobile Food Service Unit" and/or Extended Food Service Unit contained and amended in Rules of Department of Human Resources Public Health Chapter 290-5-14 Food Service.

§ 6-5-10. Business Tax Certificate Required.

- a) The Food Truck vendor must obtain an annual Business Tax Certificate. During the Food Truck's hours of operation, the vendor shall display the current Business Tax Certificate (business license) and Richmond County Health Department issued Georgia Department of Public Health Mobile Food Service Permit, and must have in the truck written authorization from the property owner for food vending.
- b) Prior to a Business License being issued the Food Truck vendor shall be approved by the Richmond County Health Department or the Georgia Department of Agriculture if selling commercially packaged food.
- c) The Augusta Fire Department will inspect for compliance with the NFPA 96 Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations 2004 Edition prior to a Business License being issued.

§ 6-5-11. Location Requirements

*** Location: Food Trucks shall locate on privately owned lots zoned B-1, B-2, LI, or HI with all-weather surface (or gravel) parking areas, accessible by emergency vehicles, and having at least ten (10) legally designated parking spaces, subject to the approval of the property owner and subject to the following;

- a) the Food Truck shall be positioned at least 50 (fifty) feet from the customer entrance of an existing restaurant during its hours of operation;
- b) the Food Truck shall be positioned on designated parking spaces and shall not block drive aisles, other access to loading/service areas, or emergency access and fire lanes;
- c) no Food Truck shall be located within a building setback or landscape buffer;
- d) the Food Truck must be positioned at least 15' away from fire hydrants, driveway entrances, alleys, handicapped parking spaces, tree trunks, and vegetation;
- e) Food Trucks shall not be located within 100 feet of gas pumps, underground gas storage tanks and vent pipes;
- f) Food Trucks may not be located in any portion of a parking lot when and where such location would prevent the use of parking spaces during the regular hours of operation of the primary business on the lot, or otherwise interfere in a significant way with the movement of motor vehicles;
- g) cooking off the vehicle with a grill is prohibited;
- h) no seating shall be provided; high-top tables are allowed.
- i) permitted tents, and vehicle mounted roll-out awnings are allowed, and;
- j) vehicle must vacate premises and return to base of operation daily.