



Administrative Services Committee Meeting Commission Chamber - 11/12/2019

ATTENDANCE:

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

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

ADMINISTRATIVE SERVICES

1. The Engineering Department-Maintenance Division requests the purchase of one new Compact, All-Wheel Steer Loader at a cost of \$68,038.50 from Bobcat of Augusta, GA. Bid Item 19-207
- Item Action:**
Approved

Motions

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

2. The Utilities Department-Facilities Maintenance Division requests the purchase of one replacement truck, with a utility service body, at a cost of \$105,764.00 from Nextran Truck Center, Macon, Georgia. Bid Item 19-260
- Item Action:**
Approved

Motions

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

3. Motion to **approve** the purchase of Caterpillar model D-8T WH/W GPS Dozer, bid item #19-266, from Yancey Brothers as the compliant bidder with no exceptions. **(No recommendation from Engineering Services**
- Item Action:**
Approved

Committee October 29, 2019 - referred from November 5 Commission meeting)

Motions

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

4. Discuss with CVB and Film Augusta and other film industry experts about 401 Walton Way importance to the filming industry. **(Requested by Commissioner Brandon Garrett)** **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Defer	Motion to refer this item to the full Commission with no recommendation. Mr. Clarke abstains. Motion Passes 3-0 -1.	Commissioner Mary Davis	Commissioner Bobby Williams	Passes

5. Mr. Donald E. D'Antignac regarding employee pension benefits and other issues as stated on the attached AIRF. **Item Action:** None

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Presentation was made by Mr. D'Antignac.			

6. Motion to give the Administrator permission to approve and sign off on all Homebuyer Assistance Program (DPA, Homebuyer Subsidy, Employee Incentive, and Next Door program) funding requests from Housing and Community Development Department. These requests will provide downpayment assistance, closing cost and gap finance to individuals that purchases homes in Augusta, Georgia. This will provide residents within Augusta, Georgia to become a part of the American Dream. **Item Action:** Approved

Motions

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

7. Motion to authorize amending the 2018 Community Development Block Grant (CDBG) Agreement between Augusta, Georgia and the Boys and Girls Club of the CSRA – Heritage Academy site, specifically \$3,700 in expenses from the Training line item to the Personnel line item in the Agreement. **Item Action:** Approved

Motions

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

8. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with J. Lovett Homes & Construction for the reconstruction of driveway at 1246 Pine Street. **Item Action:** Approved

Motions

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

9. Motion to approve Housing and Community Development Department's (HCD's) request to provide contract with Antioch Ministries to construct three (3) affordable, residential units on Perry Avenue (within Laney Walker Bethlehem) Warrick Dunn (WD) Communities. **Item Action:** Approved

Motions

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

Motion to
approve.
Motion Passes 4-0.

Commissioner
Mary Davis

Commissioner
Bobby Williams

- 10.** Motion to approve the minutes of the Administrative Services Committee held on October 29, 2019.
- Item Action:**
Approved

Motions

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

www.augustaga.gov



**Administrative Services Committee Meeting
11/12/2019 1:05 PM
Attendance 11/12/19**

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

FOR ALL DEPARTMENTS-COMPACT ALL WHEEL STEER LOADER - ENGINEERING MAINTENANCE- BID OPENING 4/26/19 @ 11:00

BID 19-207	Specialty Item Description	Bobcat of Augusta, GA	Technology International, Lake Mary, FL
Year		2019	2019
Make		Bobcat	Bobcat
Model		A770	A770
Base Price (5.00)		\$56,080.00	\$83,500.00
Delivery Date		90 DAYS ARO	14 Weeks ARO
Item # 9.01	Enclosed Cab	\$5,404.00	N/A
Item # 11.01	Turf and Sand Tires	\$2,911.68	Included
Item # 11.02	Root Grapple Attachment	\$2,887.12	Included
Item # 11.03	Backup Alarm	\$126.17	Included
Item # 11.04	Fire Extinguisher	\$120.15	Included
Item # 11.05	Extra User's Manual	\$93.75	Included
Item # 11.06	Parts Manual	\$125.00	Included
Item # 11.07	Maintenance Manual	\$140.63	Included
Item # 11.08	Initial Instruction	Included	Included
Item # 11.09	Extra Set of Keys	Included	Included
Item # 11.10	Delivery Charge	\$150.00	Included
TOTALS:		\$68,038.50	\$83,500.00

Invitation to Bid

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

Bid Item #19-207	2019/2020 Compact All Wheel Steer Loader
Bid Item #19-209	2019/2020 Truck 3100 GVW Enclosed Service Body
Bid Item #19-213	2019/2020 Landscape Truck
Bid Item #19-216	2019/2020 Flatbed Dump Truck 26000 GVWR

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

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

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

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, April 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 **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	March 21, 28, April 4, 11, 2019
Metro Courier	March 21, 2019



**Bid Opening Item #19-207 2019/2020 Compact All Wheel Steer Loader
for Augusta, Georgia- Central Services Department-Fleet Maintenance Division
Bid Due: Friday, April 26, 2019 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 22
Total Number Specifications Download (Demandstar): 3
Total Electronic Notifications (Demandstar): 30
Georgia Procurement Registry: 223
Mandatory Pre-Bid/Telephone Conference: NA
Total packages submitted: 2
Total Non-Compliant: 0

VENDORS	UNITED RENTALS 2425 MIKE PADGETT HWY AUGUSTA, GA 30906	DITCH WITCH OF GEORGIA 5430 GA HIGHWAY 85 FOREST PARK, GA 30297	BOBCAT OF AUGUSTA 2803 WYLDs ROAD AUGUSTA, GA 30909	TECHNOLOGY INTERNATIONAL, INC 1349 S. INTERNATIONAL PKWY LAKE MARY, FL 32746
Attachment B	NO BID	NO BID	Yes	Yes
E-Verify Number			705362	Affidavit
SAVE Form			Yes	Yes

11.00 Specialty Items

11.01 Turf and Sand Tires			\$2,911.68	Included
11.02 Quick Connect Root Grapple Attachment			\$2,887.12	\$4,080.00
11.03 Backup alarm			\$126.17	Included
11.04 Fire extinguisher			\$120.15	\$550.00
11.05 Extra User's Manual (2 EA Total)			\$93.75	Included
11.06 Parts Manual 1 EA (If applicable)			\$125.00	Included
11.07 Maintenance Manual 1 EA (If applicable)			\$140.63	Included
11.08 Technical services			Included	Included
11.09 Keys			Included	Included
11.10 Delivery Charge			\$150.00	Included

Enclosed Cab

Enclosed Cab			\$5,404.00	
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2019/2020 Compact All-Wheel Steer Loader

Unit Price			\$56,080.00	\$83,500.00
Year			2019	2019
Make			BOBCAT	Bobcat
Model			A770	A770
Approximate Delivery Time			90 Days ARO	14 Weeks ARO



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
THROUGH: Takiyah A. Douse, Director, Central Services Department
FROM: Ron Crowden, Fleet Manager, Central Services Department
DATE: May 13, 2019
SUBJECT: Recommendation for Bid #19-207 – Compact All Wheel Steer Loader

Fleet Management would like to recommend the award of bid #19-207, Compact All Wheel Steer Loader, to Bobcat 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

 Bid Opening Item #19-207 2019/2020 Compact All Wheel Steer Loader for Augusta, Georgia- Central Services Department-Fleet Maintenance Division Bid Due: Friday, April 26, 2019 @ 11:00 a.m.				
Total Number Specifications Mailed Out: 22 Total Number Specifications Download (Demandstar): 3 Total Electronic Notifications (Demandstar): 30 Georgia Procurement Registry: 223 Mandatory Pre-Bid/Telephone Conference: NA Total packages submitted: 2 Total Non-Compliant: 0				
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E-Verify Number			705362	Affidavit
SAVE Form			Yes	Yes
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11.03 Backup alarm			\$126.17 ✓	Included
11.04 Fire extinguisher			\$120.15 ✓	\$550.00
11.05 Extra User's Manual (2 EA Total)			\$93.75 ✓	Included
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11.07 Maintenance Manual 1 EA (If applicable)			\$140.63 ✓	Included
11.08 Technical services			Included	Included
11.09 Keys			Included	Included
11.10 Delivery Charge			\$150.00 ✓	Included
2019/2020 Compact All-Wheel Steer Loader				
Unit Price			\$56,080.00 ✓	\$83,500.00
Year			2019	2019
Make			BOBCAT	Bobcat
Model			A770	A770
Approximate Delivery Time			90 Days ARO	14 Weeks ARO

FOR ALL DEPARTMENTS-COMPACT ALL WHEEL STEER LOADER - ENGINEERING MAINTENANCE- BID OPENING 4/26/19 @ 11:00

BID 19-207	Specialty Item Description	Bobcat of Augusta, GA	Technology International, Lake Mary, FL
Year		2019	2019
Make		Bobcat	Bobcat
Model		A770	A770
Base Price (5.00)		\$56,080.00	\$83,500.00
Delivery Date		90 DAYS ARO	14 Weeks ARO
Item # 11.01	Turf and Sand Tires	\$2,911.68	Included
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Item # 11.07	Maintenance Manual	\$140.63	Included
Item # 11.08	Initial Instruction	Included	Included
Item # 11.09	Extra Set of Keys	Included	Included
Item # 11.10	Delivery Charge	\$150.00	Included
TOTALS:		\$62,634.50	\$83,500.00

User: Daniels, Tabitha

Organization:

City of Augusta, GA (Augusta Commission)

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

Planholders List

Member Name City of Augusta, GA (Augusta Commission)**Bid Number** ITB-19-207-0-2019/nw**Bid Name** 2019/2020 Compact All Wheel Steer Loader

1 Document(s) found for this bid

3 Planholder(s) found.

Add Planholder

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Atlanta JCB / Atlanta Equipment	7707949993	7707941099	1			Documents
Dodge Data	4133767032		1			Documents
Low Country Machinery	9126630228		1			Documents

Page 1 of 1

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BLANCHARD EQUIPMENT CO
4266 BELAIR FRONTAGE ROAD
AUGUSTA, GA, 30909

JENKINS TRACTOR COMPANY
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

BOBCAT OF AUGUSTA
2803 WYLDs ROAD
AUGUSTA, GA 30909-4449

YANCEY BROTHERS COMPANY
4165 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

DITCH WITCH OF GEORGIA
5430 GA HIGHWAY 85
FOREST PARK, GA 30297-2486

AG-PRO
1377 DOGWOOD DRIVE SW
CONYERS, GA 30012

UNITED RENTALS
4316 BELAIR FRONTAGE ROAD
AUGUSTA GA 30906

STITH TRACTOR & EQUIP CO.
3809 OLD SAVANNAH ROAD
AUGUSTA, GA 30809

FLINT CONSTRUCTION & FORESTRY
1900 WILLIAM FEW PARKWAY
GROVETOWN, GA 30813

HILLS MACHINERY
1014 ATLAS WAY
COLUMBIA, SC 29209

RELIABLE EQUIPMENT RENTAL
4001 WASHINGTON RD
AUGUSTA, GA 30907

LOW COUNTRY JCB
1008 HIGHWAY 80E
POOLER, GA 31322

ASCENDUM - COLUMBIA
2303 AIRPORT RD
CAYCE, SC 29033

BOBCAT OF ATLANTA
6972 BEST FRIEND ROAD
ATLANTA, GA 30340

RHINEHART EQUIPMENT CO.
3556 MARTHA BERRY HWY
ROME, GA 30165-7730

J & B TRACTOR COMPANY
3585 MIKE PADGETT HWY
AUGUSTA, GA 30906

NEFF EQUIPMENT COMPANY
2325 TUBMAN HOME RD
AUGUSTA, GA 30906

RENTAL SERVICE CORP.
3521 MIKE PADGETT HWY
AUGUSTA, GA 30906

SUNBELT EQUIPMENT CO.
2530 PEACH ORCHARD RD
AUGUSTA, GA 30906

TRACTOR & EQUIPMENT CO.
3809 OLD SAVANNAH RD
AUGUSTA, GA 30809

U.S EQUIPMENT, INC.
4318 WHEELER RD
MARTINEZ, GA 30907

BORDER EQUIPMENT CO., INC
2804 WYLDs RD
AUGUSTA, GA 30909

RON CROWDEN
CENTRAL SERVICES DEPARTMENT

TAKIYAH DOUSE
CENTRAL SERVICES DEPARTMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

BID ITEM# 19-207
2019/2020 COMPACT ALL WHEEL
STEER LOADER FOR AUGUSTA-CENTRAL
SERVICES- FLEET MAINTENANCE DIVISION
BID DUE: 4/26/19 @ 11:00 A.M.

BID ITEM# 19-207
2019/2020 COMPACT ALL WHEEL
STEER LOADER FOR AUGUSTA-CENTRAL
SERVICES- FLEET MAINTENANCE DIVISION
BID MAILED: 3/21/2019

252115248	procurement for professional people 2019-03-22	luvandacurrie@yahoo.com currie, luvanda	Y	AFA
214787398	stephen`s mecnanical service 2019-03-22	stephen.hills@ymail.com Hills, stephen	Y	AFA
202475086	thomas allen 2019-03-22	tom@kaslinfrared.com allen, thomas	N	NOM
010777955	usregistryconnect 2019-03-22	rfq@usregistryconnect.com usregistry, usregistry	N	NOM

ETHNIC GROUP	COUNT
African American	32
Asian American	5
Native American	5
Hispanic/Latino	1
Pacific Island/American	1
Non Minority	180
Not Classified	0
Total Number of Vendors	224
Total Number of Contacts	407

PR_bid_email_list

Bid Item 19-207

Georgia Procurement Registry Vendor Summary



Administrative Services Committee Meeting
11/12/2019 1:05 PM
2019 - Engineering-Maintenance Bobcat

Department:	Central Services Department - Fleet Management Division
Presenter:	Ron Crowden
Caption:	The Engineering Department-Maintenance Division requests the purchase of one new Compact, All-Wheel Steer Loader at a cost of \$68,038.50 from Bobcat of Augusta, GA. Bid Item 19-207
Background:	The steer loader will support tree removal operations. It allows for a tight turning radius, compact transportability and the functionality necessary to perform tree removal tasks. The bid tab sheet for Bid 19-207: Compact All-Wheel Steer Loader is attached for your review.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a Compact All-Wheel Steer Loader. Invitations to bid were sent to twenty-two (22) vendors to include seven (7) qualified local vendors. The vendor, Bobcat of Augusta, from Augusta, GA was able to offer the requested product with necessary specifications at the lowest price. Bid 19-207: Compact All-Wheel Steer Loader: 2019 Bobcat A770 – Bobcat of Augusta: \$68,038.50 (Augusta, GA); 2019 Bobcat A770 – Technology International, Inc: \$83,500.00 (Lake Mary, FL)
Financial Impact:	One (1) – 2019 Bobcat A770 Compact All-Wheel Steer Loader @ \$68,038.50 each. The equipment will be purchased with capital funds (ACCT# 272-01-6440/54-21110).
Alternatives:	(1) Approve the request; (2) Do not approve the request
Recommendation:	Approve the purchase of one – 2019 Bobcat A770 Compact All-Wheel Steer Loader at a cost of \$68,038.50 from Bobcat of Augusta, GA for the Engineering Department-Maintenance Division

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

ACCT# 272-01-6440/54-21110

REVIEWED AND APPROVED BY:

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



Bid Opening
Bid Item #19-260 2019/2020 Utility Truck 31,000 GWR
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: 7

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 Milner, GA 30257	Alan Jay Fleet Sales 5330 US Hwy 27 S Sebring, FL 33871	Nextran Truck Center 2855 Broadway Macon, GA 31206	Rush Truck Center 2925 Gun Club Rd. Augusta, GA 30907
Attachment B	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E-Verify Number	No	8733249	593835	474167	1201859	204765	1255460
SAVE Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5.00 Chassis Options Required							
5.01 2019/2020 Truck Chassis w/31,000 GWR	\$101,911.00 / Non-Compliant	\$108,658.00	\$108,000.00	Service Body Only \$43,090.00	\$111,070.00	\$103,794.00	\$112,916.00 / Non-Compliant
5.02 Reg Cab with Doors	N/A	N/A	N/A		N/A	N/A	No Bid
5.03 Crew Cab Option with 4 Doors	\$104,134.00 / Non-Compliant	N/A	\$115,500.00		\$4,000.00	\$105,764.00	\$7,200.00
2019/2020 Truck 31,000 GWR Enclosed Service Body							
Year	2020	2020	2020		2019	2019	2020
Make	Ford	Hino	Freightliner		Ford	Ford	International
Model	F750	338	MZ106		F750	F750	MV607
Approximate Delivery Time	18-20 Weeks ARO	18-20 Weeks ARO	90-150 Days ARO	19-20 Weeks ARO	32 Weeks ARO	120 Days ARO	Nov-Dec

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

Department Name: Utilities-Facilities Maintenance		Department Number 506-04-3580		Date: 10/21/2019	
Vehicle Description: 2002 Ford F-450			Asset #:		F02059
Assigned Use: Was used by the Utilities Construction Division for responding to job sites with the necessary equipment					
Actual Age: 17		Current miles/hours: 124,927		Purchase Price: \$41,054.00	
Life Expectancy Criteria Requirements -(Policy Evaluation)					
Age: 17	Miles or Hours 12	Type of Service 3	Reliability 1	Maint/Repair 5	Condition: 5
Evaluation Points 43			Policy Evaluation Results: Needs immediate consideration for replacement		
Fleet Managers Recommendation:					
This is a 17 year old truck that requires a transmission at a cost of over \$3,200.00. Discussion Assistant Director of Utilities-Facilities Maintenance Division was not to repair. Vehicle will be disposed of through GovDeals.					
 Ron Crowden Fleet Manager					
Replacement Date: 2020			Fiscal Year Replacement: 2020		
Estimated Replacement Cost: \$105,764.00			Funding Source: Utilities-Capital-(506-04-3580/54.22210)		

RANGES

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

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.

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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



Central Services Department

Takiyah A. Douse, Director
Ron Crowden, Fleet Manager

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

MEMORANDUM

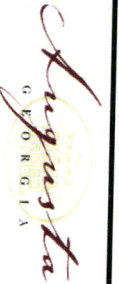
TO: Geri Sams, Director, Procurement Department
THROUGH: Takiyah A. Douse, Director, Central Services Department
FROM: Ron Crowden, Fleet Manager, Central Services Department
DATE: October 2, 2019
SUBJECT: Recommendation for Bid #19-260 –Utility Truck

Fleet Management would like to recommend the award of bid # 19-260, Utility Truck 31,000 GVWR, to Nextran Truck Center of Macon, 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



Bid Opening
Bid Item #19-260 2019/2020 Utility Truck 31,000 GWR
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): 21
 Georgia Procurement Registry: 0
 Mandatory Pre-Bid/Telephone Conference: NA
 Total packages submitted: 7
 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 Milner, GA 30257	Alan Jay Fleet Sales 5330 US Hwy 27 S Sebring, FL 33871	Nexttran Truck Center 2855 Broadway Macon, GA 31206	Rush Truck Center 2925 Gun Club Rd. Augusta, GA 30907
Attachment B	Yes	Yes	Yes	Yes	Yes	Yes	Yes
E-Verify Number	No Non-Compliant	873249	593835	474167	1201859	204765	1255460
SAVE Form	Yes	Yes	Yes	Yes	Yes	Yes	Yes Non-Compliant
5.00 Chassis Options Required							
5.01 2019/2020 Truck Chassis w/31,000 GWR	\$101,911.00 / Non-Compliant	\$108,658.00	\$108,000.00	Service Body Only \$43,090.00	\$111,070.00	\$103,794.00	\$112,916.00 / Non-Compliant
5.02 Reg Cab with Doors	N/A	N/A	N/A		N/A	N/A	No Bid
5.03 Crew Cab Option with 4 Doors	\$104,134.00 / Non-Compliant	N/A	\$115,500.00		\$4,000.00	\$105,764.00	\$7,200.00
2019/2020 Truck 31,000 GWR Enclosed Service Body							
Year	2020	2020	2020		2019	2019	2020
Make	Ford	Hino	Freightliner		Ford	Ford	International
Model	F750	338	MZ106		F750	F750	MV607
Approximate Delivery Time	18-20 Weeks ARO	18-20 Weeks ARO	90-150 Days ARO	19-20 Weeks ARO	32 Weeks ARO	120 Days ARO	Nov-Dec

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-19-260-0-2019/nw**Bid Name** 2019/2020 Utility Truck, 31,000 GVWR

1 Document(s) found for this bid

3 Planholder(s) found.

[Add Planholder](#)

Supplier Name 	Phone	Fax	Doc Count	Attributes	Programs	Actions
Dodge Data	4133767032		1			Documents
Duval Ford Fleet	9043882144	9043816556	1			Documents
Versalift Southeast	6783957430		1			Documents

Page 1 of 1

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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



5160

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BID ITEM# 19-260
UTILITY TRUCK 31,000 GVWR-AUGUSTA, GA -
FOR CENTRAL SERVICES DEPARTMENT-FLEET
MAINTENANCE
BID DUE: FRIDAY 7/26/19 @ 11:00 A.M.

BID ITEM# 19-260
UTILITY TRUCK 31,000 GVWR-AUGUSTA, GA -
FOR CENTRAL SERVICES DEPARTMENT-FLEET
MAINTENANCE
BID MAILED: 6/20/19



State Purchasing Bid Posting System

CREATE EMAIL MESSAGE

RETURN TO MENU

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

PR_bid_email_list

Bid Hm 19- 260
Georgia Procurement Registry Vendor Summary



Administrative Services Committee Meeting
11/12/2019 1:05 PM
2019 - Utilities-Facilities Maintenance F750

Department:	Central Services Department - Fleet Management Division
Presenter:	Ron Crowden
Caption:	The Utilities Department-Facilities Maintenance Division requests the purchase of one replacement truck, with a utility service body, at a cost of \$105,764.00 from Nextran Truck Center, Macon, Georgia. Bid Item 19-260
Background:	The Utilities Department-Facilities Maintenance Division is requesting to replace a 2002 Ford F-450 with a newer truck. The vehicle being replaced, asset # F02059, was a Ford F-450, with a service body, that was initially acquired in 2002 at a cost of \$41,054. The vehicle was disposed of and sold on the GovDeals.com after the transmission failed on the vehicle in February 2019. The cost to repair the truck exceeded the value of the truck. An evaluation of the truck is attached for review.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a Truck, Utility Service Body 31,000 GVWR. Invitations to bid were sent to twenty-seven (27) vendors to include four (4) qualified local vendors. The vendor, Nextran Truck Center, from Macon, GA was able to offer the requested product with necessary specifications at the lowest price. Bid 19-260: Truck, Utility Service Body 31,000 GVWR: 2019 Ford F750 – Nextran Truck Center: \$105,764.00 (Macon, GA); 2020 Hino 338 – CSRA Fleetcare: \$108,658.00 (Augusta, GA); 2020 Freightliner MZ106 – Freightliner of Augusta: \$115,500.00 (Augusta, GA); 2019 Ford F750 – Alan Jay Fleet Sales: \$115,070.00 (Sebring, FL)
Financial Impact:	One (1) – 2019 Ford F750 Truck, Utility Service Body 31,000 GVWR for \$105,764.00 each. The equipment will be purchased with capital funds (ACCT# 506-04-3580/54.22210).
Alternatives:	(1) Approve the request; (2) Do not approve the request

Recommendation: Approve the purchase of one – 2019 Ford F750 Truck, Utility Service Body for the Utilities-Facilities Maintenance Division.

**Funds are
Available in the
Following
Accounts:** ACCT# 506-04-3580/54-22210

REVIEWED AND APPROVED BY:

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



ENVIRONMENTAL SERVICES DEPARTMENT

Becky Padgett
Interim Deputy Director

MEMORANDUM

TO: Geri Sams
Director - Procurement

FROM: Becky Padgett *BP*
Interim Deputy Director

DATE: August 16, 2019

SUBJECT: Bid Item #19-226 Waste Handler Dozer - Award Recommendation

In response to Bid Item 19-226 Waste Handler Dozer, two bids were received by Yancey Brothers for the Caterpillar model D-8T WH/W GPS and Flint Equipment Company for the John Deere model 1050K W/GPS. The bids were opened on May 17, 2019 and the results and specific pricing are listed on the attached page. Upon careful consideration and analysis, it is my recommendation to award the bid to Yancey Brothers for the Caterpillar Model D8T WH based on the following:

I. Flint Equipment Company took 12 exceptions to the dozer bid specifications. Several exceptions include:

Section Two 5.04 Track Shoe Ground Clearance.

Flint Equipment Company took exception to the track shoe ground clearance specifications. The John Deere dozer sets lower to the ground at 21.14 inches (537 mm) with the final drives, rollers, and sprockets coming in contact with more landfill material, which would cause more under carriage wear and tear at a faster rate. The Caterpillar dozer has a high track at 24.1 inches (613 mm) with the final drive above the bottom of the track allowing less landfill material to come in contact with the rollers and sprockets resulting in less wear and tear, down time, maintenance and repair costs. The repair and maintenance costs from wear and tear on the lower track John Deere dozer at 21.14 inches would be greater than wear and tear and repairs costs for the high track Caterpillar dozer at 24.1 inches.

Section Two Engine 5.08 Horsepower

Flint Equipment Company took exception to the horsepower specifications. The John Deere dozer has lower net horsepower at 350 compared to Caterpillar dozer with 363 horsepower. The extra horsepower allows the dozer to operate more effectively when pulling and pushing loads. In a landfill environment the more material moved at a quicker rate increases productivity and revenue.

Section Two Engine 5.09 Alternator

Flint Equipment Company took exception to the alternator specifications. John Deere has an alternator with 130 amps compared to the Caterpillar alternator with 150 amps. The higher amps allow extra systems to run without maximizing the alternator's effectiveness to charge the battery. The extra 20 amps means that the battery does not drain as fast.

Section Two 5.17 Transmission

Flint Equipment Company took exception to the transmission specifications. John Deere has hydrostatic type power shift, which is hydraulic driven power. The Caterpillar has a planetary type power shift, which is gear driven. Gears provide a consistent, stable, reliable power source whereas as hydrostatic is fluid driven under psi.

Section Two 5.36 Blade

Flint Equipment Company took exception to the blade specifications. John Deere dozer has a blade width of 13 feet. Caterpillar has a blade width of 14 feet, which provides more pushing surface. A dozer with more pushing surface allows more materials to be moved at a faster rate in a more cost efficient manner.

Section Two 5.78 Work Tool Specifications

Flint Equipment Company took exception to the work tool specifications. Caterpillar ground clearance is 48.35 inches (1228 mm) compared to John Deere at 43.26 (1099 mm). This puts the dozier higher above the debris encountered at the landfill, which reduces wear and tear, maintenance costs, down time, and repair costs.

Section Two Undercarriage 5.49 Trapezoidal PPR Track

Flint Equipment Company took exception to the trapezoidal PPR track. The tracks on the Caterpillar are set out further from the main body of the dozer than the tracks on the John Deere. This allows for easier cleaning of the track, roller and sprockets areas. The Caterpillar offset tracks allow the debris to fall to the ground instead of being compacted against the main body of the machine during operations and the cleaning process, which reduces wear and tear on the undercarriage. Maintenance and repair costs would be less with the high, offset tracks on the Caterpillar dozer.

Thank you in advance for your time and attention. Please feel free to contact me at 706-821-1079, should you have any questions or require any additional information.

BP/tgh

Attachment

Cc: Nancy Williams



Bid Opening Item #19-226 Waste Handler-Dozer
for Augusta, Georgia-Environmental Services Department
Bid Due: Friday, May 17, 2019 @ 11:00 a.m.

Total Number Specifications Mailed Out: 22
 Total Number Specifications Download (Demandstar): 0
 Total Electronic Notifications (Demandstar): 21
 Georgia Procurement Registry: 647
 Mandatory Pre-Bid/Telephone Conference: N/A
 Total packages submitted: 2
 Total Non-Compliant: 0

VENDORS	YANCEY BROTHERS 4165 MIKE PADGETT HWY AUGUSTA, GA 30906	FLINT EQUIPMENT CO 1206 BLAYLOCK STREET ALBANY, GA 31705	UNITED RENTAL 2425 MIKE PADGETT HWY AUGUSTA, GA 30906
Attachment B	Yes	Yes	No Bid
E-Verify Number	686717	344722	
SAVE Form	Yes	Yes	
Waste Handler-Dozer			
Year	2019	2019	
Brand	Caterpillar	John Deere	
Model	D8T WH	1050K	
Bid Price	\$899,900.00	\$793,383.00	
Approximate Delivery Time	19-20 Weeks ARO	90-120 Days ARO	
Optional Equipment			
Exceptions Noted		Yes	
Carlson GPS System	\$50,550.00	\$47,205.00	

Invitation to Bid

Sealed bids will be received at this office until **Friday, May 17, 2019 @ 11:00 a.m.** for furnishing for:

Bid Item #19-226 Waste Handler – Dozer for Augusta, GA – Environmental 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 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, May 3, 2019 @ 5:00 P.M. No bid will be accepted by fax, all must be received by mail or hand delivered.

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

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

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	April 11, 18, 25, May 2, 2019
Metro Courier	April 11, 2019



**Bid Opening Item #19-226 Waste Handler-Dozer
for Augusta, Georgia-Environmental Services Department
Bid Due: Friday, May 17, 2019 @ 11:00 a.m.**

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 Total Number Specifications Download (Demandstar): 0
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 Total Non-Compliant: 0

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Year	2019	2019	
Brand	Caterpillar	John Deere	
Model	D8T WH	1050K	
Bid Price	\$899,900.00	\$793,383.00	
Approximate Delivery Time	19-20 Weeks ARO	90-120 Days ARO	
Optional Equipment			
Exceptions Noted		Yes	
Carlson GPS System	\$50,550.00	\$47,205.00	



ENVIRONMENTAL SERVICES DEPARTMENT

Becky Padgett
Interim Deputy Director

MEMORANDUM

TO: Geri Sams
Director - Procurement

FROM: Becky Padgett *BP*
Interim Deputy Director

DATE: August 16, 2019

SUBJECT: Bid Item #19-226 Waste Handler Dozer - Award Recommendation

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Thank you in advance for your time and attention. Please feel free to contact me at 706-821-1079, should you have any questions or require any additional information.

BP/tgh

Attachment

Cc: Nancy Williams



Bid Opening Item #19-226 Waste Handler-Dozer
for Augusta, Georgia-Environmental Services Department
Bid Due: Friday, May 17, 2019 @ 11:00 a.m.

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 Total Number Specifications Download (Demandstar): 0
 Total Electronic Notifications (Demandstar): 21
 Georgia Procurement Registry: 647
 Mandatory Pre-Bid/Telephone Conference: N/A
 Total packages submitted: 2
 Total Non-Compliant: 0

VENDORS	YANCEY BROTHERS 4165 MIKE PADGETT HWY AUGUSTA, GA 30906	FLINT EQUIPMENT CO 1206 BLAYLOCK STREET ALBANY, GA 31705	UNITED RENTAL 2425 MIKE PADGETT HWY AUGUSTA, GA 30906
Attachment B	Yes	Yes	No Bid
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SAVE Form	Yes	Yes	
Waste Handler-Dozer			
Year	2019	2019	
Brand	Caterpillar	John Deere	
Model	D8T WH	1050K	
Bid Price	\$899,900.00	\$793,383.00	
Approximate Delivery Time	19-20 Weeks ARO	90-120 Days ARO	
Optional Equipment			
Exceptions Noted		Yes	
Carlson GPS System	\$50,550.00	\$47,205.00	

BLANCHARD EQUIPMENT CO
4266 BELAIR FRONTAGE ROAD
AUGUSTA, GA, 30909

JENKINS TRACTOR COMPANY
3585 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

BOBCAT OF AUGUSTA
2803 WYLDs ROAD
AUGUSTA, GA 30909-4449

YANCEY BROTHERS COMPANY
4165 MIKE PADGETT HIGHWAY
AUGUSTA, GA 30906

DITCH WITCH OF GEORGIA
5430 GA HIGHWAY 85
FOREST PARK, GA 30297-2486

AG-PRO
1377 DOGWOOD DRIVE SW
CONYERS, GA 30012

UNITED RENTALS
4316 BELAIR FRONTAGE ROAD
AUGUSTA GA 30906

STITH TRACTOR & EQUIP CO.
3809 OLD SAVANNAH ROAD
AUGUSTA, GA 30809

FLINT CONSTRUCTION & FORESTRY
1900 WILLIAM FEW PARKWAY
GROVETOWN, GA 30813

HILLS MACHINERY
1014 ATLAS WAY
COLUMBIA, SC 29209

RELIABLE EQUIPMENT RENTAL
4001 WASHINGTON RD
AUGUSTA, GA 30907

LOW COUNTRY JCB
1008 HIGHWAY 80E
POOLER, GA 31322

ASCENDUM - COLUMBIA
2303 AIRPORT RD
CAYCE, SC 29033

BOBCAT OF AUGUSTA
2803 WYLDs ROAD
AUGUSTA GA 30909

RHINEHART EQUIPMENT CO.
3556 MARTHA BERRY HWY
ROME, GA 30165-7730

J & B TRACTOR COMPANY
3585 MIKE PADGETT HWY
AUGUSTA, GA 30906

NEFF EQUIPMENT COMPANY
2325 TUBMAN HOME RD
AUGUSTA, GA 30906

RENTAL SERVICE CORP.
3521 MIKE PADGETT HWY
AUGUSTA, GA 30906

SUNBELT EQUIPMENT CO.
2530 PEACH ORCHARD RD
AUGUSTA, GA 30906

TRACTOR & EQUIPMENT CO.
3809 OLD SAVANNAH RD
AUGUSTA, GA 30809

U.S EQUIPMENT, INC.
4318 WHEELER RD
MARTINEZ, GA 30907

BORDER EQUIPMENT CO., INC
2804 WYLDs RD
AUGUSTA, GA 30909

BETTY PADGETT
ENVIRONMENTAL SERVICES
DEPARTMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE

BID ITEM# 19-226
WASTE HANDLER-DOZER FOR
AUGUSTA, GA-ENVIRONMENTAL
SERVICES DEPARTMENT
BID DUE: 5/17/19 @ 11:00 A.M.

BID ITEM# 19-226
WASTE HANDLER-DOZER FOR
AUGUSTA, GA-ENVIRONMENTAL
SERVICES DEPARTMENT
BID MAILED: 4/11/19

341566847	Winter Equipment Company, Inc 2019-04-15	rayanna@winterequipment.com Modzelewski, Rayanna	N	NOM
364089646	Wise Equipment and Rentals 2019-04-15	bids@wisesales.com Zawilla, Dennis	N	NOM
371320088	XCESSORIES SQUARED INC 2019-04-15	gkirchgesner@x-sqrd.com Kirchgesner, Greg	N	NOM
	XCESSORIES SQUARED INC 2019-04-15	mleahy@x-sqrd.com Leahy, Matt		
	XCESSORIES SQUARED INC 2019-04-15	sbeck@x-sqrd.com Beck, Scott		
580515740	YANCEY BROTHERS COMPANY 2019-04-15	Govsales@yanceybro.com Sales, Governmental	N	NOM
	YANCEY BROTHERS COMPANY 2019-04-15	Tyler_swayne@yanceybro.com TSWAYNE, TSWAYNE		
	YANCEY BROTHERS COMPANY 2019-04-15	brantley_sims@yanceybus.com BSIMS, BSIMS		
	YANCEY BROTHERS COMPANY 2019-04-15	deanne_little@yanceybro.com D_LITTLE, D_LITTLE		
	YANCEY BROTHERS COMPANY 2019-04-15	gregg_reid@yanceybro.com GREGGREID, GREGGREID		
	YANCEY BROTHERS COMPANY 2019-04-15	misty_johnson@yanceybro.com YTC2018, YTC2018		
	YANCEY BROTHERS COMPANY 2019-04-15	nick.cooper@yanceyrents.com COOPER, NICK		
	YANCEY BROTHERS COMPANY 2019-04-15	rob_shiver@yanceybro.com ROBSHIVER, ROBSHIVER		
	YANCEY BROTHERS COMPANY 2019-04-15	robin_lockard@yanceybro.com YBC, YBC		
	YANCEY BROTHERS COMPANY 2019-04-15	ryan_swertfager@yanceybro.com Swertfager, Ryan		
	YANCEY BROTHERS COMPANY 2019-04-15	susan_armstrong@yanceybro.com SARMSTRONG, SARMSTRONG		
	YANCEY BROTHERS COMPANY 2019-04-15	tom_duncan@yanceybro.com YANCEY1, YANCEY1		
307101255	YANCEY TRUCK CENTER 2019-04-15	RAY_ADAMS@MAYSTRUCKS.COM ADAMS, RAY	N	NOM
121176782	YANCEY TRUCK CENTER 2019-04-15	ray_adams@yanceytruck.com ADAMS, RAY	N	NOM
308375455	courtesy chrysler, dodge, jeep, ram 2019-04-15	rhuggins@courtesyautogrp.com huggins, rusty	N	NOM
272109435	dnk enterprises 2019-04-15	dnkent@att.net lockett, nate	Y	AFA
272709302	equipment maintenance contractors 2019-04-15	equipmc@gmail.com deveaux, douglas	Y	AFA
305449975	heavyquip 2019-04-15	hvandeford@yahoo.com vandeford, hugh	N	NOM
260026278	JOHNSONqREG 2019-04-15	greg421960@yahoo.com JOHNSON, qREG	N	NOM
984708676	ic enterprises 2019-04-15	juzercassim@hotmail.com juzer, rashida	Y	ASA
709103364	kissberg construction inc 2019-04-15	construcion@kissberg.com Kisseha, Henrietta	Y	AFA
160785808	ogungbadejohn 2019-04-15	ogungbade_john@yahoo.com ogungbade, john	Y	AFA
651180979	publicforce 2019-04-15	publicforce@hotmail.com Jackson, Kenneth	Y	AFA
832416914	rlc farms llc 2019-04-15	Rlc farms1062@gmail.com Stallings, Julia	N	NOM
667368959	sowukomi 2019-04-15	komi_so@caramail.com sowu, komi	Y	AFA
214787398	stephen`s mecnanical service 2019-04-15	stephen.hills@ymail.com Hills, stephen	Y	AFA

ETHNIC GROUP	COUNT
African American	108
Asian American	8
Native American	6
Hispanic/Latino	9
Pacific Island/American	1

Georgia Procurement Registry Vendor Summary
Bid 19-226

Non Minority	515
Not Classified	0
Total Number of Vendors	647
Total Number of Contacts	1072

PR_bid_email_list



Administrative Services Committee Meeting

11/12/2019 1:05 PM

Approve the purchase of Caterpillar model D-8T WH/W GPS Dozer, bid item #19-226, from Yancey Brothers as the compliant bidder with no exceptions

Department: Environmental Services

Presenter:

Caption: Motion to **approve** the purchase of Caterpillar model D-8T WH/W GPS Dozer, bid item #19-266, from Yancey Brothers as the compliant bidder with no exceptions. **(No recommendation from Engineering Services Committee October 29, 2019 - referred from November 5 Commission meeting)**

Background: Over the years, the Environmental Services Department (ESD) has operated a variety of sizes and types of dozers. We have used large dozers that are designed for high volume operations. We have also used mid-sized dozers designed for medium and lower sized operations. Currently, the ESD operates with three mid-sized dozers. They operate on the working face of the landfill. They were bought as a package deal in 2014. They were purchased due to the cost and operational effectiveness three mid-sized dozers would give us at that time. The three dozers currently operating are reaching their normal life expectancy. It is now time to examine all options to effectively replace this equipment. Upon examining landfill operations over the past year, it has become apparent we need to move to operating large dozers in order to maintain our current operations. The volume of trash received has increased in recent years to a point where a mid-size dozer is no longer adequate. In addition, equipment breakdowns based on the effects of the lower undercarriage of the mid-size dozer and the need to seek replacement rental equipment have accentuated this move. The ESD is proposing a two-stage transition process in order to address this need. Over a two-year period, two larger dozers will replace the current three mid-sized dozers. A large dozer will be purchased in FY 2019 followed by another purchase in FY 2020. The ESD in conjunction with the Procurement Department released bid #19-266 in an effort to procure a large dozer. There were two responsive bidders to the solicitation. The initial low bidder was Flint Equipment with a John Deere 1050

K. This bid did not meet several specifications as set forth in the bid. (See attached award memo.) Therefore, it was determined that the bid was not compliant with the requested specifications. The ESD recommends we accept the Yancey Brothers bid of a Caterpillar D-8T WH/W GPS. It was the second lowest bid. It meets the requirements set forth in the bid specifications.

Analysis:

The daily cover needs of the landfill necessitate the phasing out of the three mid-sized 2014 John Deere 850 K dozers. We are proposing a two-stage transition process. We are moving forward with the purchase of an initial large dozer. We are proposing the purchase of a Caterpillar D-8T. Next year we will implement the 2nd stage with the purchase of an additional large dozer. The three existing John Deere 850 K's will be sold on government deals to help offset the purchase costs. A further cost saving benefit of this transition will be the inclusion of a GPS system in each new large dozer. This will allow us to achieve additional cost effectiveness through advanced location capabilities. It will also improve communication with the compactor. This will help us achieve better compaction of the cell. This in turn will lead to less need for additional airspace.

Financial Impact:

The purchase price of the Caterpillar D-8T dozer is \$950,450.00 with the GPS system installed prior to onsite delivery.

Alternatives:

1. Approve the purchase of the Caterpillar D-8T WH/W GPS. 2. Do not approve.

Recommendation:

Approve the purchase of the Caterpillar D-8T WH/W GPS.

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

Funds are available in 541-04-4210 / 54.22510

REVIEWED AND APPROVED BY:



**Administrative Services Committee Meeting
11/12/2019 1:05 PM
Discuss 401 Walton Way**

Department:

Presenter: Commissioner Brandon Garrett

Caption: Discuss with CVB and Film Augusta and other film industry experts about 401 Walton Way importance to the filming industry. **(Requested by Commissioner Brandon Garrett)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

AGENDA ITEM REQUEST FORM**Commission meetings: First and third Tuesdays of each month – 2:00 p.m.****Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.****Commission/Committee: (Please check one and insert meeting date)**

☐ Commission	Date of Meeting _____
☐ Public Safety Committee	Date of Meeting _____
☐ Public Services Committee	Date of Meeting _____
☒ Administrative Services Committee	Date of Meeting <u>11-12-19</u>
☐ Engineering Services Committee	Date of Meeting _____
☐ Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Donald E. D'Antignac
 Address: 3506 Davis Drive, Augusta GA 30906
 Telephone Number: 706-832-9043
 Fax Number: _____
 E-Mail Address: ddantignac@augustaga.gov

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

Employee Pension Benefits and Augusta Richmond County
Municipal laws, Charter, Codes, ordinances and obligations.
Questions to present to the governing authority.
Threats and intimidation and committing felonies.

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Room 806 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
530 Greene Street	
Augusta, GA 30901	

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



**Administrative Services Committee Meeting
11/12/2019 1:05 PM
Donald D'Antignac**

Department:

Presenter: Mr. Donald E. D'Antignac

Caption: Mr. Donald E. D'Antignac regarding employee pension benefits and other issues as stated on the attached AIRF.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Contract Agreement Process Timeline

	Process	Duration	Start	Finish	
	Application Submitted via Neighborly	1 day	10/1/2019	10/1/2019	
	HCD staff reviews application for eligibility, inspects property for compliance, interview applicant and signs agreement	2 weeks	10/2/2019	10/11/2019	Depending upon the availability of potential homebuyer and outcome of inspection
	HCD submits request for funding through Novus Agenda approval process	3 weeks	10/14/2019	11/1/2019	Varies due to Agenda submission dates.
	Commission Approval	1 day	11/5/2019	11/5/2019	
	Approval Letter from Administrator's Office	1 week	11/5/2019	11/12/2019	
	Process of Agreement Signing				
	Finance	3 days	11/18/2019	11/21/2019	
	Law Office	2-3 days	11/27/2019	12/3/2019	Varies depending Attorney's schedule
	Administrator's	2 days	12/6/2019	12/9/2019	
	Mayor's Office	7 days	12/10/2019	12/20/2019	
	Clerk's Office	2-3 days	12/23/2019	12/27/2019	
	Return to HCD		12/30/2019	12/30/2019	
				Total 61 days	



Administrative Services Committee Meeting
11/12/2019 1:05 PM
HCD _ Homebuyer Assistance Agreement Process Request

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to give the Administrator permission to approve and sign off on all Homebuyer Assistance Program (DPA, Homebuyer Subsidy, Employee Incentive, and Next Door program) funding requests from Housing and Community Development Department. These requests will provide downpayment assistance, closing cost and gap finance to individuals that purchases homes in Augusta, Georgia. This will provide residents within Augusta, Georgia to become a part of the American Dream.

Background: The City of Augusta's Homebuyer Assistance Programs are provided as a loan in the form of a second mortgage. This financial assistance is combined with a primary loan (first mortgage loan) from a participating lending institution and enables a qualified first-time home buyer to become a homeowner. The buyer must be a first-time home buyer and the home must become the buyer's primary residence. The program is funded by The Department of Housing and Urban Development (HUD) and administered by Augusta's Housing and Community Development Department (HCD). The program promotes neighborhood stability by assisting with the gap financing toward the purchase price and closing costs for homes located within the city limits of Augusta and in conjunction with local Community Housing Development Organizations (CHDOs). There has been a significant decrease in the usage of these programs since the new contract process began in October 2018, HCD processed 36 DPAs, 5 Homebuyer Subsidies, and 2 Employee Incentives. Thus far in 2019, HCD has processed 10 DPAs and 4 Homebuyer Subsidies. The reasoning for the decrease in numbers is because potential homebuyers, lenders and realtors are not utilizing the program due to the length of time it takes to complete the process. Once the application is received in the Neighborly portal it takes approximately sixty (60) days to go through the current contract process. The

homebuyer normally have thirty (30) days from the time of submission to the sale of the property. Several homebuyers have lost the opportunity to become a homeowner because they could not get the funds in a timely manner.

Analysis: If authorization is given to the Administration to approve and execute (via signature) all Homebuyer Assistance Applications, this will ease the burden for potential homebuyers and will also have a positive impact on the community by increasing the tax base for Augusta, Georgia

Financial Impact: The City receives funding from the US Housing and Urban Development Department (HUD) on an annual basis and allocates HOME funds to assist potential homebuyers with downpayment assistance, closing cost and gap financing. There is also funding allocated within the Laney Walker Bethlehem Bond funds to assist with homeownership.

Alternatives: Do not approve Subsidy's Agreement.

Recommendation: Motion to give the Administrator permission to approve and sign off on all Homebuyer Assistance Program (DPA, Homebuyer Subsidy, Employee Incentive, and Next Door program) funding requests from Housing and Community Development Department. These requests will provide downpayment assistance, closing cost and gap finance to individuals that purchases homes in Augusta, Georgia. This will provide residents within Augusta, Georgia to become a part of the American Dream.

Funds are Available in the Following Accounts: Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) The org keys involved now and future years are 221073212-5211119 and/or 221073212-5225110. and Laney Walker Bethlehem Bond funds. 298077340-5211119

REVIEWED AND APPROVED BY:

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



Administrative Services Committee Meeting

11/12/2019 1:05 PM

HCD_ Boys and Girls Club: 2018 CDBG Grant Amendment Request

Department: HCD

Presenter: Hawthorne Welcher Jr. and/or HCD Staff

Caption: Motion to authorize amending the 2018 Community Development Block Grant (CDBG) Agreement between Augusta, Georgia and the Boys and Girls Club of the CSRA – Heritage Academy site, specifically \$3,700 in expenses from the Training line item to the Personnel line item in the Agreement.

Background: Each year, Augusta, Georgia receives a direct allocation of funds for the Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD). Subsequently, Augusta Housing and Community Development (HCD) solicits applications for funding under the CDBG grant from local non-profits to administer Public Service programs and recommends eligible applicants to the Augusta, Georgia Commission as part of the Annual Action Plan to provide services to low and low to moderate income residents of Augusta, Georgia. Occasionally, these non-profit sub recipients experience obstacles in expending funds in a timely manner and may require an amendment to their contract agreement with Augusta, Georgia to ensure they are able to meet the regulatory requirements of expenditure eligibility in a timely manner. This sub recipient, Boys and Girls Club of the CSRA – Heritage Academy site, deemed it more beneficial to their agency budget to allocate funds for staffing needs in support of their program. Thus, the agency is requesting to amend their agreement to support economic development through employment compensation for program staff supporting the activities covered under the terms of their Agreement. Boys and Girls Club is requesting to move funds allocated under the agreement in the amount of \$3,700 from the Training line item to the Personnel line item to facilitate the timely expenditure of these funds in compliance with HUD requirements. This request does not represent a change in the overall contract amount.

Analysis:	Approval of amending the 2018 Community Development Block Grant (CDBG) Agreement between Augusta, Georgia and the Boys and Girls Club of the CSRA – Heritage Academy site, to move \$3,700 in expenses from the Training line item to the Personnel line item, will allow the Boys and Girls Club of the CSRA to expend funds in an timely manner in compliance with the applicable regulations for Public Service costs under the HUD-funded CDBG program for youth services provided within Augusta-Richmond County.
Financial Impact:	The requested amendment represents a reallocation of existing budget across line item categories. The amendment requests to move \$3,700 in expenses from the 2018 CDBG Agreement with Boys and Girls Club of the CSRA– Heritage Academy site from the Training line item into the Personnel line item. This request does not represent a change in the overall contract amount.
Alternatives:	Deny HCD’s request to authorize amending the 2018 Community Development Block Grant (CDBG) Agreement between Augusta, Georgia and Boys and Girls Club of the CSRA – Heritage Academy to move \$3,700 in expenses from the Training line item into Personnel costs.
Recommendation:	Motion to authorize amending the 2018 Community Development Block Grant (CDBG) Agreement between Augusta, Georgia and the Boys and Girls Club of the CSRA – Heritage Academy site, specifically \$3,700 in expenses from the Training line item to the Personnel line item in the Agreement.
Funds are Available in the Following Accounts:	Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG). Org key and object code: 221073211-5211119

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

1246 Pine Street—Driveway Reconfiguration



J Lovett Homes & Construction, LLC

1544 Flagler Rd.

Estimate

Date	Estimate #
10/7/2019	89

Name / Address
Augusta Housing & Community Development 925 Laney Walker Blvd Augusta, GA 30901

				Project
Description	Qty	U/M	Rate	Total
demo & 2 Dumpster fee	1		2,250.00	2,250.00
replace Bermuda sod and clean up	1		625.00	625.00
concrete material	1		1,875.00	1,875.00
DRIVEWAY - LABOR	1		1,500.00	1,500.00
			Total	\$6,250.00



Administrative Services Committee Meeting
11/12/2019 1:05 PM
HCD_ Laney Walker/Bethlehem Driveway Reconstruction 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 Laney Walker/Bethlehem Revitalization Funding to contract with J. Lovett Homes & Construction for the reconstruction of driveway at 1246 Pine Street.
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 reconstruction of a driveway at 1246 Pine Street.
Analysis:	The approval of the contract will allow for development activities on these sites to begin.
Financial Impact:	Augusta Housing and Community Development Department's Laney Walker Bethlehem Project funding will fund this contract. Contract Amount 1246 Pine Street \$6,250.00
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with J. Lovett Homes & Construction for the reconstruction of driveway at 1246 Pine Street.

Laney Walker/Bethlehem Revitalization Project funds

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

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT

between

AUGUSTA, GEORGIA

And

ANTIOCH MINISTRIES, INC.

in the amount of
\$73,435.29 USD

Seventy-Three Thousand, Four-Hundred and Thirty-Five Dollars and 45/100
for Fiscal Year **2019**
Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

1216 Perry Avenue

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2019 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 510 Fenwick Street, 2nd Floor, Augusta, Georgia 30901, as party of the first part, and Antioch Ministries, Inc., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "ANTIOCH MINISTRIES, INC." 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 ANTIOCH MINISTRIES, INC. 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, ANTIOCH MINISTRIES, INC. has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

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

WHEREAS, ANTIOCH MINISTRIES, INC. has requested and Augusta has approved a total of **\$73,435.29** 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: ANTIOCH MINISTRIES, INC. 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 **1216 Perry Avenue**.
- ✚ Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
- ✚ Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. ANTIOCH MINISTRIES, INC. 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 ANTIOCH MINISTRIES, INC. 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 \$69,435.29.**

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 ANTIOCH MINISTRIES, INC. for construction costs related to the development of one single family detached home identified as **1216 Perry Avenue** 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.

1

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 ANTIOCH MINISTRIES, INC. 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 **1216 Perry Avenue**. 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 **1216 Perry Avenue**.

3. Developer's Fee

An amount not to exceed **\$4,000.00** in a grant shall be expended to ANTIOCH MINISTRIES, INC. in support of the project development fees. Drawdowns are to be requested after sale of the single family detached home identified as **1216 Perry Avenue**.

C. Program Location and Specific Goals to be Achieved

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

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

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

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided ANTIOCH MINISTRIES, INC. and AHCD determine the progress is satisfactory. ANTIOCH MINISTRIES, INC. shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, ANTIOCH MINISTRIES, INC. will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
2. AHCD will monitor the progress of the project and ANTIOCH MINISTRIES, INC.'s performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. ANTIOCH MINISTRIES, INC. and AHCD shall share in the cost and proceeds of developing the residence at 1216 Perry Avenue as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any ANTIOCH MINISTRIES, INC. and AHCD deemed satisfactorily progress made within the contracted construction only amount.
7. AHCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until ANTIOCH MINISTRIES, INC. and AHCD determine that all AHCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by ANTIOCH MINISTRIES, INC. for construction costs related to the development of one single family detached home identified as **1216 Perry Avenue**.

Additionally, AHCD will provide one hundred percent (100%) of all change orders (where applicable) as approved by both Augusta and ANTIOCH MINISTRIES, INC. in writing.

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

C. Timetable for Completion of Project Activities

ANTIOCH MINISTRIES, INC. 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 1216 Perry Avenue.

Liquidated Damages

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

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by ANTIOCH MINISTRIES, INC. 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 **1216 Perry Avenue** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. ANTIOCH MINISTRIES, INC. shall be paid a total consideration of no more than **\$4,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of ANTIOCH MINISTRIES, INC.. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and ANTIOCH MINISTRIES, INC..

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

ARTICLE III. TERM OF CONTRACT

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

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to ANTIOCH MINISTRIES, INC., or any subcontractor hereunder.
- B. ANTIOCH MINISTRIES, INC. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to ANTIOCH MINISTRIES, INC.'s compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by ANTIOCH MINISTRIES, INC. for payment shall be accompanied by proper documentation and shall be submitted to AHCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. ANTIOCH MINISTRIES, INC. shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by ANTIOCH MINISTRIES, INC..
- 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 **1216 Perry Avenue**, AHCD is to provide ANTIOCH MINISTRIES, INC. with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

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

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

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

ARTICLE VI. OTHER REQUIREMENTS

- A. ANTIOCH MINISTRIES, INC. agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in ANTIOCH MINISTRIES, INC.'s publications and/or advertisements. (24 CFR 570.601).
- B. ANTIOCH MINISTRIES, INC. agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

- C. ANTIOCH MINISTRIES, INC. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. ANTIOCH MINISTRIES, INC. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), ANTIOCH MINISTRIES, INC. agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. ANTIOCH MINISTRIES, INC. agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. ANTIOCH MINISTRIES, INC. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. ANTIOCH MINISTRIES, INC. will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. ANTIOCH MINISTRIES, INC. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. ANTIOCH MINISTRIES, INC. will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. ANTIOCH MINISTRIES, INC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, ANTIOCH MINISTRIES, INC. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. ANTIOCH MINISTRIES, INC. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, ANTIOCH MINISTRIES, INC. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by ANTIOCH MINISTRIES, INC. 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. ANTIOCH MINISTRIES, INC. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. ANTIOCH MINISTRIES, INC. agrees to obtain all necessary permits for intended improvements or activities.
- O. ANTIOCH MINISTRIES, INC. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

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

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

Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.

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

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

ANTIOCH MINISTRIES, INC. is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor

shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

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

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event ANTIOCH MINISTRIES, INC. materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until ANTIOCH MINISTRIES, INC. cures any breach of the Agreement. If ANTIOCH MINISTRIES, INC. fails to cure the breach, Augusta may suspend or terminate the current award of funds. ANTIOCH MINISTRIES, INC. will not be eligible to receive any other funding.
- B. Notwithstanding the above, ANTIOCH MINISTRIES, INC. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to ANTIOCH MINISTRIES, INC. for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay ANTIOCH MINISTRIES, INC. for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, ANTIOCH MINISTRIES, INC. shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to Laney Walker Bond Financing funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by ANTIOCH MINISTRIES, INC. 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
510 Fenwick Street, 2nd Floor
Augusta, Georgia 30901

ANTIOCH MINISTRIES, INC. will receive all notices at the address indicated below:

Antioch Ministries, Inc.
ATTN: Mr. Scylance Scott
1378 Laney Walker Boulevard
Augusta, GA 30901

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

ANTIOCH MINISTRIES, INC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ANTIOCH MINISTRIES, INC. for the purpose of securing business and that ANTIOCH MINISTRIES, INC. 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: **Antioch Ministries, Inc.**

By: _____
Mr. Scylance Scott, Director

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Mr. Scylance Scott
Antioch Ministries, Inc., LLC. Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

the completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. ANTIOCH MINISTRIES, INC. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. ANTIOCH MINISTRIES, INC. must make sure contractors obtain and post all permits on job site.
- c. ANTIOCH MINISTRIES, INC. 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

ANTIOCH MINISTRIES, INC.

in the amount of
\$71,862.32USD

Seventy-One Thousand, Four-Hundred and Thirty-Five Dollars and 45/100
for Fiscal Year **2019**
Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

1220 Perry Avenue

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2019 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Antioch Ministries, Inc., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "ANTIOCH MINISTRIES, INC." 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 ANTIOCH MINISTRIES, INC. 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, ANTIOCH MINISTRIES, INC. has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

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

WHEREAS, ANTIOCH MINISTRIES, INC. has requested and Augusta has approved a total of **\$71,862.32** 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: ANTIOCH MINISTRIES, INC. 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 **1220 Perry Avenue**.
- ✚ Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
- ✚ Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. ANTIOCH MINISTRIES, INC. 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 ANTIOCH MINISTRIES, INC. 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 \$67,435.29.**

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 ANTIOCH MINISTRIES, INC. for construction costs related to the development of one single family detached home identified as **1220 Perry Avenue** 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.

1

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 ANTIOCH MINISTRIES, INC. 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 **1220 Perry Avenue**. 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 **1220 Perry Avenue**.

3. Developer's Fee

An amount not to exceed **\$4,000.00** in a grant shall be expended to ANTIOCH MINISTRIES, INC. in support of the project development fees. Drawdowns are to be requested after sale of the single family detached home identified as **1220 Perry Avenue**.

C. Program Location and Specific Goals to be Achieved

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

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

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

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided ANTIOCH MINISTRIES, INC. and AHCD determine the progress is satisfactory. ANTIOCH MINISTRIES, INC. shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, ANTIOCH MINISTRIES, INC. will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
2. AHCD will monitor the progress of the project and ANTIOCH MINISTRIES, INC.'s performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. ANTIOCH MINISTRIES, INC. and AHCD shall share in the cost and proceeds of developing the residence at 1220 Perry Avenue as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any ANTIOCH MINISTRIES, INC. and AHCD deemed satisfactorily progress made within the contracted construction only amount.
7. AHCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until ANTIOCH MINISTRIES, INC. and AHCD determine that all AHCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by ANTIOCH MINISTRIES, INC. for construction costs related to the development of one single family detached home identified as **1220 Perry Avenue**.

Additionally, AHCD will provide one hundred percent (100%) of all change orders (where applicable) as approved by both Augusta and ANTIOCH MINISTRIES, INC. in writing.

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

C. Timetable for Completion of Project Activities

ANTIOCH MINISTRIES, INC. 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 1220 Perry Avenue.

Liquidated Damages

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

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by ANTIOCH MINISTRIES, INC. 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 **1220 Perry Avenue** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. ANTIOCH MINISTRIES, INC. shall be paid a total consideration of no more than **\$4,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of ANTIOCH MINISTRIES, INC.. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and ANTIOCH MINISTRIES, INC..

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

ARTICLE III. TERM OF CONTRACT

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

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to ANTIOCH MINISTRIES, INC., or any subcontractor hereunder.
- B. ANTIOCH MINISTRIES, INC. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to ANTIOCH MINISTRIES, INC.'s compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by ANTIOCH MINISTRIES, INC. for payment shall be accompanied by proper documentation and shall be submitted to AHCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. ANTIOCH MINISTRIES, INC. shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by ANTIOCH MINISTRIES, INC..
- 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 **1220 Perry Avenue**, AHCD is to provide ANTIOCH MINISTRIES, INC. with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

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

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

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

ARTICLE VI. OTHER REQUIREMENTS

- A. ANTIOCH MINISTRIES, INC. agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in ANTIOCH MINISTRIES, INC.'s publications and/or advertisements. (24 CFR 570.601).
- B. ANTIOCH MINISTRIES, INC. agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

- C. ANTIOCH MINISTRIES, INC. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. ANTIOCH MINISTRIES, INC. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), ANTIOCH MINISTRIES, INC. agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. ANTIOCH MINISTRIES, INC. agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. ANTIOCH MINISTRIES, INC. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. ANTIOCH MINISTRIES, INC. will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. ANTIOCH MINISTRIES, INC. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. ANTIOCH MINISTRIES, INC. will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. ANTIOCH MINISTRIES, INC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, ANTIOCH MINISTRIES, INC. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. ANTIOCH MINISTRIES, INC. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, ANTIOCH MINISTRIES, INC. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by ANTIOCH MINISTRIES, INC. 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. ANTIOCH MINISTRIES, INC. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. ANTIOCH MINISTRIES, INC. agrees to obtain all necessary permits for intended improvements or activities.
- O. ANTIOCH MINISTRIES, INC. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

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

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

Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.

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

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

ANTIOCH MINISTRIES, INC. is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor

shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

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

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event ANTIOCH MINISTRIES, INC. materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until ANTIOCH MINISTRIES, INC. cures any breach of the Agreement. If ANTIOCH MINISTRIES, INC. fails to cure the breach, Augusta may suspend or terminate the current award of funds. ANTIOCH MINISTRIES, INC. will not be eligible to receive any other funding.
- B. Notwithstanding the above, ANTIOCH MINISTRIES, INC. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to ANTIOCH MINISTRIES, INC. for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay ANTIOCH MINISTRIES, INC. for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, ANTIOCH MINISTRIES, INC. shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to Laney Walker Bond Financing funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by ANTIOCH MINISTRIES, INC. 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
510 Fenwick Street
Augusta, Georgia 30901

ANTIOCH MINISTRIES, INC. will receive all notices at the address indicated below:

Antioch Ministries, Inc.
ATTN: Mr. Scylance Scott
1378 Laney Walker Boulevard
Augusta, GA 30901

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

ANTIOCH MINISTRIES, INC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ANTIOCH MINISTRIES, INC. for the purpose of securing business and that ANTIOCH MINISTRIES, INC. 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: **Antioch Ministries, Inc.**

By: _____
Mr. Scylance Scott, Director

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Mr. Scylance Scott
Antioch Ministries, Inc., LLC. Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

the completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. ANTIOCH MINISTRIES, INC. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. ANTIOCH MINISTRIES, INC. must make sure contractors obtain and post all permits on job site.
- c. ANTIOCH MINISTRIES, INC. 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

ANTIOCH MINISTRIES, INC.

in the amount of
\$71,862.32USD

Seventy-One Thousand, Four-Hundred and Thirty-Five Dollars and 45/100
for Fiscal Year **2019**
Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

1222 Perry Avenue

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2019 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “AHCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Antioch Ministries, Inc., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "ANTIOCH MINISTRIES, INC." 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 ANTIOCH MINISTRIES, INC. 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, ANTIOCH MINISTRIES, INC. has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

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

WHEREAS, ANTIOCH MINISTRIES, INC. has requested and Augusta has approved a total of **\$71,862.32** 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: ANTIOCH MINISTRIES, INC. 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 **1222 Perry Avenue**.
- ✚ Perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta;
- ✚ Perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. ANTIOCH MINISTRIES, INC. 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 ANTIOCH MINISTRIES, INC. 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 \$67,435.29.**

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 ANTIOCH MINISTRIES, INC. for construction costs related to the development of one single family detached home identified as **1222 Perry Avenue** 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.

1

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 ANTIOCH MINISTRIES, INC. 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 **1222 Perry Avenue**. 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 **1222 Perry Avenue**.

3. Developer's Fee

An amount not to exceed **\$4,000.00** in a grant shall be expended to ANTIOCH MINITRIES, INC. in support of the project development fees. Drawdowns are to be requested after sale of the single family detached home identified as **1222 Perry Avenue**.

C. Program Location and Specific Goals to be Achieved

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

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

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

1. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, shall be on a pay for performance basis provided ANTIOCH MINISTRIES, INC. and AHCD determine the progress is satisfactory. ANTIOCH MINISTRIES, INC. shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, ANTIOCH MINISTRIES, INC. will include documentation showing proof of completion of work in accordance with the amount requested, inspected and accepted by AHCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
2. AHCD will monitor the progress of the project and ANTIOCH MINISTRIES, INC.'s performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. ANTIOCH MINISTRIES, INC. and AHCD shall share in the cost and proceeds of developing the residence at 1222 Perry Avenue as follows:
4. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any ANTIOCH MINISTRIES, INC. and AHCD deemed satisfactorily progress made within the contracted construction only amount.
7. AHCD will retain five percent (5%) of an amount of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until ANTIOCH MINISTRIES, INC. and AHCD determine that all AHCD punchlist items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development Department (AHCD) will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by ANTIOCH MINISTRIES, INC. for construction costs related to the development of one single family detached home identified as **1222 Perry Avenue**.

Additionally, AHCD will provide one hundred percent (100%) of all change orders (where applicable) as approved by both Augusta and ANTIOCH MINISTRIES, INC. in writing.

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

C. Timetable for Completion of Project Activities

ANTIOCH MINISTRIES, INC. 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 1222 Perry Avenue.

Liquidated Damages

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

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

Specified excuses

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

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by ANTIOCH MINISTRIES, INC. 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 **1222 Perry Avenue** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. ANTIOCH MINISTRIES, INC. shall be paid a total consideration of no more than \$4,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of ANTIOCH MINISTRIES, INC.. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta – unless otherwise agreed to by Augusta and ANTIOCH MINISTRIES, INC..

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

ARTICLE III. TERM OF CONTRACT

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

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to ANTIOCH MINISTRIES, INC., or any subcontractor hereunder.
- B. ANTIOCH MINISTRIES, INC. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to ANTIOCH MINISTRIES, INC.'s compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by ANTIOCH MINISTRIES, INC. for payment shall be accompanied by proper documentation and shall be submitted to AHCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. ANTIOCH MINISTRIES, INC. shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by ANTIOCH MINISTRIES, INC..
- 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 **1222 Perry Avenue**, AHCD is to provide ANTIOCH MINISTRIES, INC. with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

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

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

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

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

ARTICLE VI. OTHER REQUIREMENTS

- A. ANTIOCH MINISTRIES, INC. agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in ANTIOCH MINISTRIES, INC.'s publications and/or advertisements. (24 CFR 570.601).
- B. ANTIOCH MINISTRIES, INC. agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.

- C. ANTIOCH MINISTRIES, INC. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. ANTIOCH MINISTRIES, INC. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by AHCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), ANTIOCH MINISTRIES, INC. agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. ANTIOCH MINISTRIES, INC. agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. ANTIOCH MINISTRIES, INC. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. ANTIOCH MINISTRIES, INC. will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. ANTIOCH MINISTRIES, INC. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. ANTIOCH MINISTRIES, INC. will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. ANTIOCH MINISTRIES, INC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.

- J. In accordance with Section 570.608 of the CDBG Regulations, ANTIOCH MINISTRIES, INC. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. ANTIOCH MINISTRIES, INC. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by AHCD.
- L. In accordance with 24 CFR part 24, subpart F, ANTIOCH MINISTRIES, INC. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- M. Any publicity generated by ANTIOCH MINISTRIES, INC. 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. ANTIOCH MINISTRIES, INC. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. ANTIOCH MINISTRIES, INC. agrees to obtain all necessary permits for intended improvements or activities.
- O. ANTIOCH MINISTRIES, INC. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

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

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

Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractors are retained to perform such physical services.

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

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

ANTIOCH MINISTRIES, INC. is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor

shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee.

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

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event ANTIOCH MINISTRIES, INC. materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until ANTIOCH MINISTRIES, INC. cures any breach of the Agreement. If ANTIOCH MINISTRIES, INC. fails to cure the breach, Augusta may suspend or terminate the current award of funds. ANTIOCH MINISTRIES, INC. will not be eligible to receive any other funding.
- B. Notwithstanding the above, ANTIOCH MINISTRIES, INC. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to ANTIOCH MINISTRIES, INC. for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay ANTIOCH MINISTRIES, INC. for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, ANTIOCH MINISTRIES, INC. shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to Laney Walker Bond Financing funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by ANTIOCH MINISTRIES, INC. 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
510 Fenwick Street
Augusta, Georgia 30901

ANTIOCH MINISTRIES, INC. will receive all notices at the address indicated below:

Antioch Ministries, Inc.
ATTN: Mr. Scylance Scott
1378 Laney Walker Boulevard
Augusta, GA 30901

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. PRIOR AND FUTURE AGREEMENTS

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

ANTIOCH MINISTRIES, INC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ANTIOCH MINISTRIES, INC. for the purpose of securing business and that ANTIOCH MINISTRIES, INC. 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: **Antioch Ministries, Inc.**

By: _____
Mr. Scylance Scott, Director

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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

Mr. Scylance Scott
Antioch Ministries, Inc., LLC. Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

the completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. ANTIOCH MINISTRIES, INC. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. ANTIOCH MINISTRIES, INC. must make sure contractors obtain and post all permits on job site.
- c. ANTIOCH MINISTRIES, INC. 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.

AHCD	
Augusta Housing & Community Development	
925 Laney Walker Blvd., 3rd Floor, Augusta, GA 30901	
(706) 821-1797 Office	(706) 821-1784 Fax www.augustaga.gov Hawthorne Welcher - Director

Homeowner Name:		Contractor Name:	
Homeowner's Address	1220 & 1222 Perry Avenue	Contractor Address	
City, State, Zip		City, State, Zip	
Phone		Phone	

Home Model Name:	Heated SF	1328	Total Construction Cost	\$ 135,724.63	Cost per Heated SF	\$	102.20
Home Model Address:	Total SF	1428			Cost per Total SF	\$	95.05

DESCRIPTION OF MATERIAL	UNIT	QUANTITY	MATERIAL COSTS PER UNIT	TOTAL MATERIAL COSTS	LABOR COST PER UNIT	TOTAL LABOR COST	TOTAL COST LABOR & MATERIAL
DEMOLITION							
Remove tree			\$ -	\$ -	\$ -	\$ -	\$ -
Lot Clearing & grading			\$ -	\$ -	\$ -	\$ -	\$ -
Demolish Fence			\$ -	\$ -	\$ -	\$ -	\$ -
Section Total				\$ -		\$ -	\$ -

FOUNDATION & MASONRY							
EXCAVATE FTG PERIMETER		145	\$ -	\$ -	\$	6.50	\$ 942.50
CONCRETE FOOTER		9	\$ 130.00	\$ 1,170.00		\$	\$ 500.00
6 MIL POLY		2	\$ 98.00	\$ 196.00		\$	\$ -
HOUSE/GARAGE FILL & TAMP		8	\$ 150.00	\$ 1,200.00	\$	50.00	\$ 400.00
CONCRETE PAD FOR STEP		2	\$ 130.00	\$ 260.00	\$	50.00	\$ 100.00
CONCRETE DRIVE WAY AND SIDE WALK		15	\$ 130.00	\$ 1,950.00	\$	50.00	\$ 750.00
							\$ 2,700.00

REINFORCEMENT BARS HORIZONTAL		1	\$	600.00	\$	600.00	\$	50.00	\$	50.00	\$	650.00
REINFORCEMENT BARS VERTICAL					\$	-	\$	-	\$	-	\$	-
ANCHOR BOLT		100	\$	1.50	\$	150.00	\$	3.00	\$	300.00	\$	450.00
BUILD BLOCK WALL		217	\$	1.50	\$	325.50	\$	1.75	\$	379.75	\$	705.25
HEADER BLOCKS		100	\$	1.80	\$	180.00	\$	1.75	\$	175.00	\$	355.00
BLOCKS MORTAR MIX		28	\$	8.00	\$	224.00			\$	-	\$	224.00
MORTAR SAND		1	\$	250.00	\$	250.00			\$	-	\$	250.00
BRICK VANEER		2	\$	280.00	\$	560.00	\$	400.00	\$	800.00	\$	1,360.00
ROLOCK BRICK		0.5	\$	280.00	\$	140.00	\$	400.00	\$	200.00	\$	340.00
BRICK MORTAR		24	\$	8.00	\$	192.00			\$	-	\$	192.00
SLAB		10	\$	130.00	\$	1,300.00	\$	150.00	\$	1,500.00	\$	2,800.00
PORCH SLAB		1	\$	130.00	\$	130.00	\$	50.00	\$	50.00	\$	180.00
BRICK STEP		5	\$	50.00	\$	250.00	\$	50.00	\$	250.00	\$	500.00
WATER/SEWERAGE TAP		0	\$	-	\$	-			\$	-	\$	-
UTILITIES FEE		1	\$	300.00	\$	300.00			\$	-	\$	300.00
ELECTRICAL FEE		1	\$	300.00	\$	300.00			\$	-	\$	300.00
BUILDERS RISK		1	\$	500.00	\$	500.00			\$	-	\$	500.00
LAYOUT BATTER BOARD		1	\$	400.00	\$	400.00			\$	-	\$	400.00
SILT FENCE		250			\$	-	\$	2.75	\$	687.50	\$	687.50
TERMITE TREATMENT		1			\$	-	\$	650.00	\$	650.00	\$	650.00
PORT-O-LET		4	\$	90.00	\$	360.00	\$	-	\$	-	\$	360.00
Section Total					\$	10,957.50			\$	7,794.75	\$	18,672.25

EXTERIOR												
COLUMNS		2	\$	200.00	\$	400.00	\$	100.00	\$	200.00	\$	600.00
GUTTERS & DOWN SPOUTS		1	\$	800.00	\$	800.00	\$	-	\$	-	\$	800.00
LANDSCAPING		1	\$	-	\$	-	\$	4,200.00	\$	4,200.00	\$	4,200.00
GRADING/SITE PREPARATION		1			\$	-	\$	-	\$	-	\$	-
Section Total					\$	1,200.00			\$	4,400.00	\$	5,600.00

SIDING & PORCH												
SIDING PACKAGE .44 OR BETTER		1			\$	-	\$	7,500.00	\$	7,500.00	\$	7,500.00
	If		\$	-	\$	-	\$	-	\$	-	\$	-
Section Total					\$	-			\$	7,500.00	\$	7,500.00

ROOFING									
			24	\$	80.00	\$	1,920.00	\$	4,320.00
	If					\$	-	\$	-
Section Total						\$	1,920.00	\$	4,320.00

FRAMING & FINISH CARPENTRY									
FRAMING PACKAGE & LABOR			1428	\$	7.50	\$	10,710.00	\$	16,065.00
WINDOWS BLINDS			14	\$	65.00	\$	910.00	\$	910.00
WINDOW & EXTERIOR DOORS			1	\$	2,500.00	\$	2,500.00	\$	2,500.00
INTERIOR DOOR & TRIM			1328	\$	1.25	\$	1,660.00	\$	3,320.00
LOCKSET PACKAGE			1	\$	600.00	\$	600.00	\$	600.00
GARAGE DOOR W /OPENER			0	\$	-	\$	-	\$	-
ATTIC STAIRWAYS			1	\$	250.00	\$	250.00	\$	250.00
MAIL BOX			1	\$	75.00	\$	75.00	\$	75.00
HOUSE NUMBERS			1	\$	20.00	\$	20.00	\$	20.00
CLOSET SHELVES			1	\$	600.00	\$	600.00	\$	600.00
	0		0	\$	-	\$	-	\$	-
Section Total						\$	17,325.00	\$	24,340.00

FINISHED FLOORING & TILE									
CARPET			75	\$	12.00	\$	900.00	\$	1,200.00
EVT			635	\$	2.50	\$	1,587.50	\$	3,175.00
CERAMIC TILE		If	261	\$	6.00	\$	1,566.00	\$	2,479.50
Section Total						\$	4,053.50	\$	6,854.50

INSULATION									
			1	\$	-	\$	-	\$	2,200.00
	If			\$	-	\$	-	\$	-
Section Total						\$	-	\$	2,200.00

SHEETROCK/PLASTER									
			110	\$	15.50	\$	1,705.00	\$	4,400.00
	If			\$	-	\$	-	\$	-

Section Total					\$	1,705.00		\$	2,695.00	\$	4,400.00		
HEATING & AIR													
HEATING & AIR 14 SEER			2.5	\$	-	\$	-	\$	2,300.00	\$	5,750.00		
VENT HOOD			1	\$	107.94	\$	107.94	\$	-	\$	107.94		
A/C CAGE	If		1	\$	-	\$	-	\$	450.00	\$	450.00		
Section Total						\$	107.94		\$	6,200.00	\$	6,307.94	
ELECTRICAL													
ELECTRICAL			1328	\$	-	\$	-	\$	3.50	\$	4,648.00	\$	4,648.00
ALARM SYSTEM			1	\$	-	\$	-	\$	650.00	\$	650.00	\$	650.00
LIGHT FIXTURE ALLOWANCE	If		1	\$	1,275.00	\$	1,275.00	\$	-	\$	-	\$	1,275.00
Section Total						\$	1,275.00		\$	5,298.00	\$	6,573.00	
PLUMBING													
PLUMBING PACKAGE			1	\$	7,857.00	\$	7,857.00	\$	-	\$	-	\$	7,857.00
	If		0	\$	-	\$	-	\$	-	\$	-	\$	-
Section Total						\$	7,857.00		\$	-	\$	7,857.00	
CABINETS & APPLIANCES													
BASE WALL CABINET			1	\$	7,000.00	\$	7,000.00	\$	-	\$	-	\$	7,000.00
APPLIANCE PACKAGE	If		1	\$	2,475.00	\$	2,475.00	\$	-	\$	-	\$	2,475.00
Section Total						\$	9,475.00		\$	-	\$	9,475.00	
PAINTING EXTERIOR/INTERIOR													
INTERIOR			1328	\$	-	\$	-	\$	2.25	\$	2,988.00	\$	2,988.00
EXTERIOR	If		0	\$	-	\$	-	\$	-	\$	-	\$	-
Section Total						\$	-		\$	2,988.00	\$	2,988.00	
SPECIAL TIES													
Bathroom accessories			1	\$	650.00	\$	650.00	\$	200.00	\$	200.00	\$	850.00
	If		0	\$	2.00	\$	-	\$	-	\$	-	\$	-
Section Total						\$	650.00		\$	200.00	\$	850.00	

CLEAN-UP & MISC.									
CLEAN HOUSE		1328	\$	-	\$	-	\$	0.25	\$ 332.00 \$ 332.00
DUCK & BLOWER DOOR TEST		1			\$	-	\$	450.00	\$ 450.00 \$ 450.00
DUMPSTER FEE		1			\$	-	\$	450.00	\$ 450.00 \$ 450.00
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
	If	40	\$	2.00	\$	80.00	\$	50.00	\$ 2,000.00 \$ 2,080.00
Section Total					\$	80.00	\$		\$ 3,232.00 \$ 3,312.00

SUMMARY					Total Material Costs	Total Labor Costs	Total Costs Labor & Materials
DEMOLITION					\$ -	\$ -	\$ -
FOUNDATION & MASONRY					\$ 10,937.50	\$ 7,794.75	\$ 18,672.25
EXTERIOR					\$ 1,200.00	\$ 4,400.00	\$ 5,600.00
SIDING & PORCH					\$ -	\$ 7,500.00	\$ 7,500.00
ROOFING					\$ 1,920.00	\$ 2,400.00	\$ 4,320.00
FRAMING & FINISH CARPENTRY					\$ 17,325.00	\$ 7,015.00	\$ 24,340.00
FINISH FLOORING & TILE					\$ 4,053.50	\$ 2,801.00	\$ 6,854.50
INSULATION					\$ -	\$ 2,200.00	\$ 2,200.00
SHEETROCK/PLASTER					\$ 1,705.00	\$ 2,695.00	\$ 4,400.00
HEATING & AIR					\$ 107.94	\$ 6,200.00	\$ 6,307.94
ELECTRICAL					\$ 1,275.00	\$ 5,298.00	\$ 6,573.00
PLUMBING					\$ 7,857.00	\$ -	\$ 7,857.00
CABINETS & APPLIANCES					\$ 9,475.00	\$ -	\$ 9,475.00
PAINTING					\$ -	\$ 2,988.00	\$ 2,988.00
SPECIALTIES					\$ 650.00	\$ 200.00	\$ 850.00
CLEAN-UP & MISC.					\$ 80.00	\$ 3,232.00	\$ 3,312.00
TOTAL CONSTRUCTION COST					\$ 56,585.94	\$ 54,663.75	\$ 111,249.69
CONTINGENCY		0%					\$ -
OVERHEAD/PROFITS		18%					\$ 20,024.94
INTEREST @ MONTH							\$ 3,200.00

PERMITS		\$	750.00
2/10 WARRANTY		\$	500.00
TOTAL CONSTRUCTION COST		\$	135,724.63

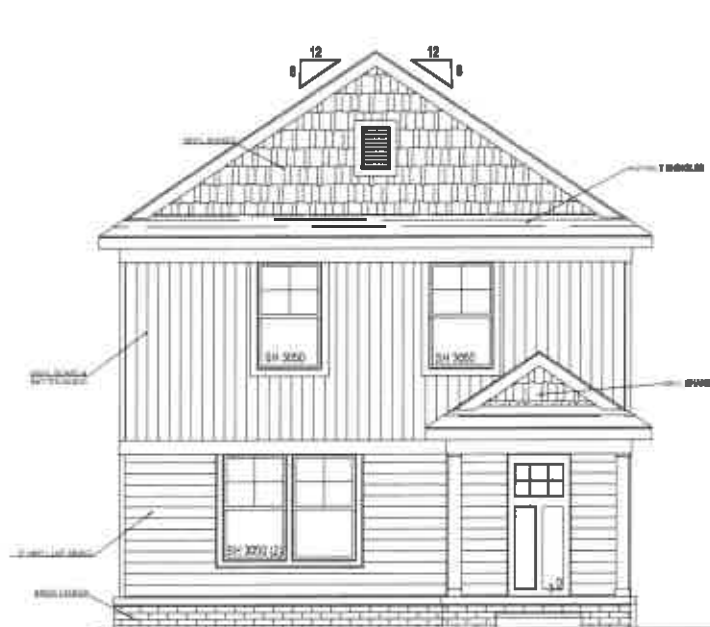
DEVELOPER FEE

\$4,000.00

Contract Amount

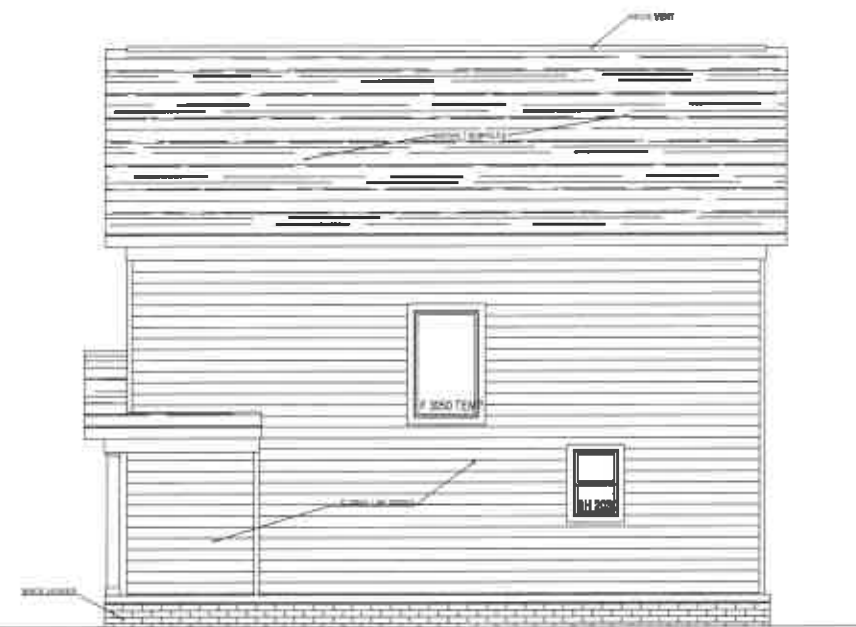
WD Communities (50% Construction Costs)	\$	67,862.32
LWB Revitalization (50% Construction Costs + Dev. Fee)	\$	71,862.32

Date Created:	5/10/2019
Date Revised:	8/28/2019



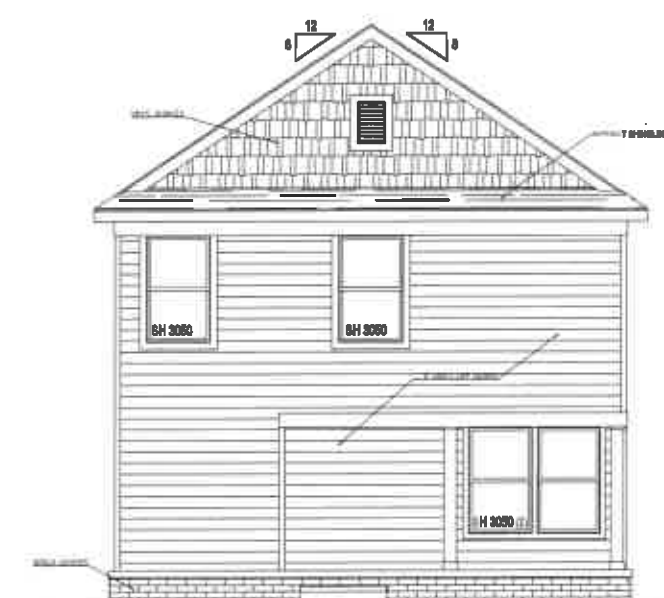
FRONT ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



RIGHT SIDE ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



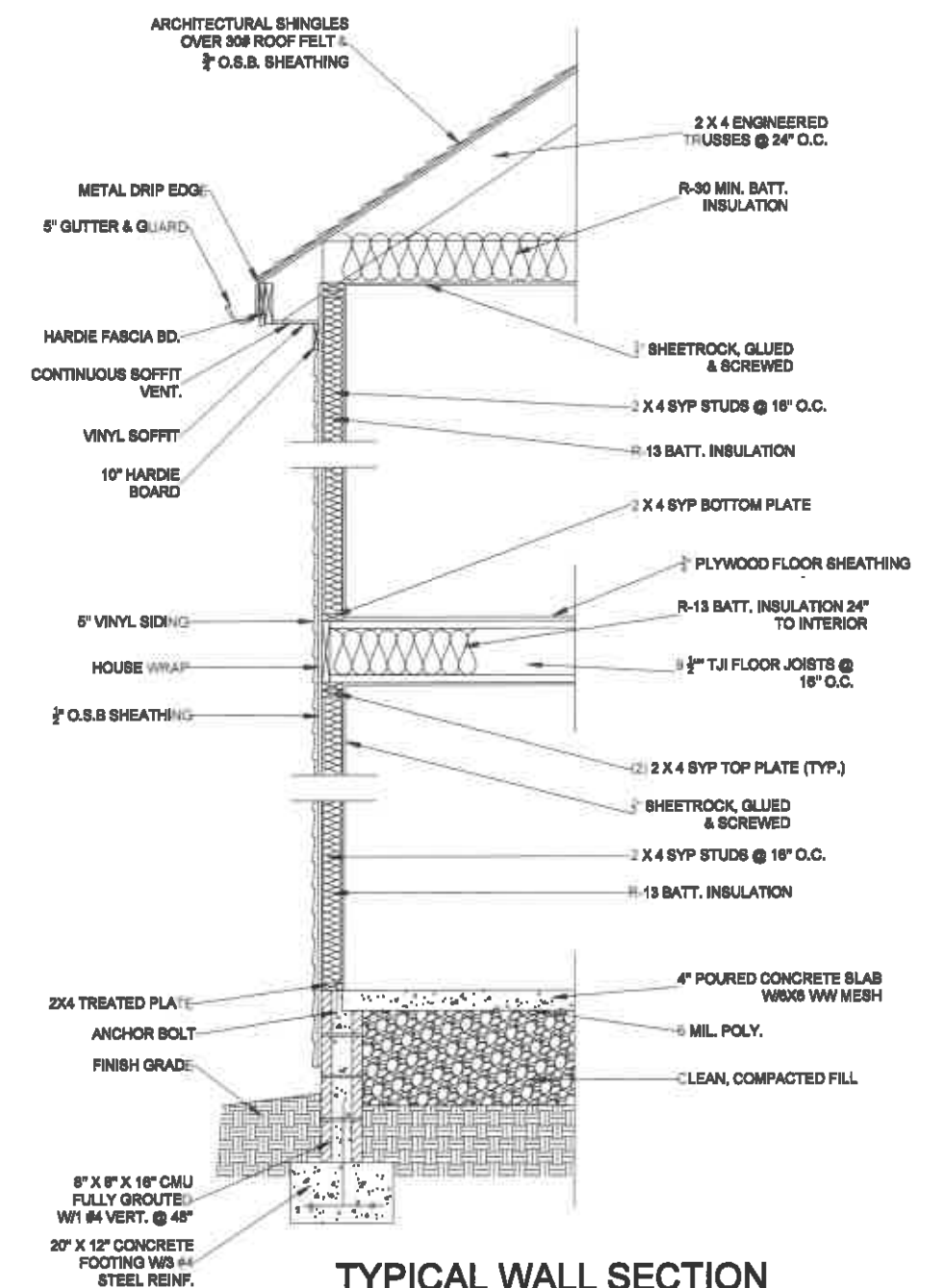
REAR ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



LEFT SIDE ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



TYPICAL WALL SECTION

SCALE: $\frac{3}{4}" = 1'-0"$

DATE: 5-3-2019

REV.:

A-2

Augusta Housing & Community Development	
925 Laney Walker Blvd., 3rd Floor, Augusta, GA 30901	
(706) 821-1797 Office	(706) 821-1784 Fax www.augustaga.gov
Hawthorne Welcher - Director	

AHCD

Homeowner Name:		Contractor Name:	
Homeowner's Address	1220 & 1222 Perry Avenue	Contractor Address	
City, State, Zip		City, State, Zip	
Phone		Phone	

Home Model Name:	Heated SF	1328	Total Construction Cost	\$ 135,724.63	Cost per Heated SF	\$ 102.20
Home Model Address:	Total SF	1428			Cost per Total SF	\$ 95.05

DESCRIPTION OF MATERIAL	UNIT	QUANTITY	MATERIAL COSTS PER UNIT	TOTAL MATERIAL COSTS	LABOR COST PER UNIT	TOTAL LABOR COST	TOTAL COST LABOR & MATERIAL
DEMOLITION							
Remove tree			\$ -	\$ -	\$ -	\$ -	\$ -
Lot Clearing & grading			\$ -	\$ -	\$ -	\$ -	\$ -
Demolish Fence			\$ -	\$ -	\$ -	\$ -	\$ -
Section Total				\$ -		\$ -	\$ -

FOUNDATION & MASONRY							
EXCAVATE FTG PERIMETER		145	\$ -	\$ -	\$ 6.50	\$ 942.50	\$ 942.50
CONCRETE FOOTER		9	\$ 130.00	\$ 1,170.00		\$ 500.00	\$ 1,670.00
6 MIL POLY		2	\$ 98.00	\$ 196.00		\$ -	\$ 196.00
HOUSE/GARAGE FILL & TAMP		8	\$ 150.00	\$ 1,200.00	\$ 50.00	\$ 400.00	\$ 1,600.00
CONCRETE PAD FOR STEP		2	\$ 130.00	\$ 260.00	\$ 50.00	\$ 100.00	\$ 360.00
CONCRETE DRIVE WAY AND SIDE WALK		15	\$ 130.00	\$ 1,950.00	\$ 50.00	\$ 750.00	\$ 2,700.00

ROOFING									
			24	\$	80.00	\$	1,920.00	\$	4,320.00
	If					\$	-	\$	-
Section Total						\$	1,920.00	\$	4,320.00

FRAMING & FINISH CARPENTRY									
FRAMING PACKAGE & LABOR			1428	\$	7.50	\$	10,710.00	\$	16,065.00
WINDOWS BLINDS			14	\$	65.00	\$	910.00	\$	910.00
WINDOW & EXTERIOR DOORS			1	\$	2,500.00	\$	2,500.00	\$	2,500.00
INTERIOR DOOR & TRIM			1328	\$	1.25	\$	1,660.00	\$	3,320.00
LOCKSET PACKAGE			1	\$	600.00	\$	600.00	\$	600.00
GARAGE DOOR W /OPENER			0	\$	-	\$	-	\$	-
ATTIC STAIRWAYS			1	\$	250.00	\$	250.00	\$	250.00
MAIL BOX			1	\$	75.00	\$	75.00	\$	75.00
HOUSE NUMBERS			1	\$	20.00	\$	20.00	\$	20.00
CLOSET SHELVES			1	\$	600.00	\$	600.00	\$	600.00
	0		0	\$	-	\$	-	\$	-
Section Total						\$	17,325.00	\$	24,340.00

FINISHED FLOORING & TILE									
CARPET			75	\$	12.00	\$	900.00	\$	1,200.00
EVT			635	\$	2.50	\$	1,587.50	\$	3,175.00
CERAMIC TILE		If	261	\$	6.00	\$	1,566.00	\$	2,479.50
Section Total						\$	4,053.50	\$	6,854.50

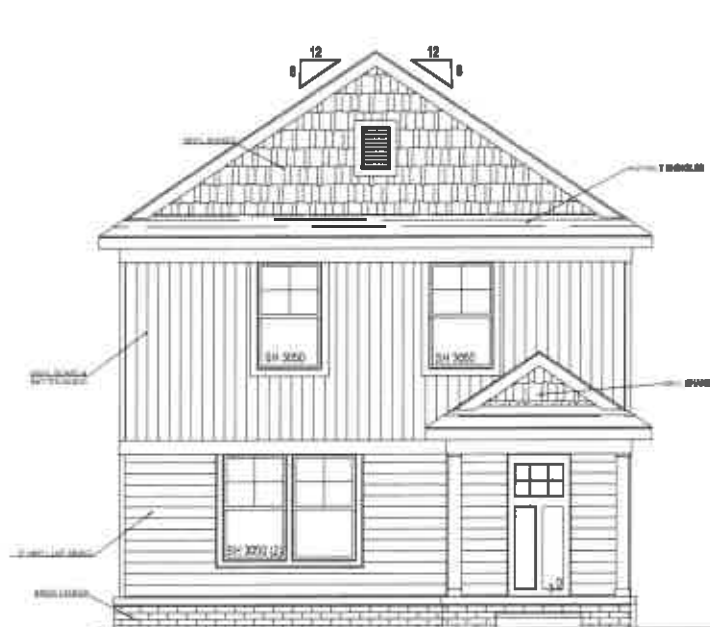
INSULATION									
			1	\$	-	\$	-	\$	2,200.00
	If			\$	-	\$	-	\$	-
Section Total						\$	-	\$	2,200.00

SHEETROCK/PLASTER									
			110	\$	15.50	\$	1,705.00	\$	4,400.00
	If			\$	-	\$	-	\$	-

Section Total					\$	1,705.00		\$	2,695.00	\$	4,400.00	
HEATING & AIR												
HEATING & AIR 14 SEER			2.5	\$	-	\$	-	\$	2,300.00	\$	5,750.00	
VENT HOOD			1	\$	107.94	\$	107.94	\$	-	\$	107.94	
A/C CAGE	If		1	\$	-	\$	-	\$	450.00	\$	450.00	
Section Total						\$	107.94		\$	6,200.00	\$	6,307.94
ELECTRICAL												
ELECTRICAL			1328	\$	-	\$	-	\$	3.50	\$	4,648.00	
ALARM SYSTEM			1	\$	-	\$	-	\$	650.00	\$	650.00	
LIGHT FIXTURE ALLOWANCE	If		1	\$	1,275.00	\$	1,275.00	\$	-	\$	1,275.00	
Section Total						\$	1,275.00		\$	5,298.00	\$	6,573.00
PLUMBING												
PLUMBING PACKAGE			1	\$	7,857.00	\$	7,857.00	\$	-	\$	7,857.00	
	If		0	\$	-	\$	-	\$	-	\$	-	
Section Total						\$	7,857.00		\$	-	\$	7,857.00
CABINETS & APPLIANCES												
BASE WALL CABINET			1	\$	7,000.00	\$	7,000.00	\$	-	\$	7,000.00	
APPLIANCE PACKAGE	If		1	\$	2,475.00	\$	2,475.00	\$	-	\$	2,475.00	
Section Total						\$	9,475.00		\$	-	\$	9,475.00
PAINTING EXTERIOR/INTERIOR												
INTERIOR			1328	\$	-	\$	-	\$	2.25	\$	2,988.00	
EXTERIOR	If		0	\$	-	\$	-	\$	-	\$	-	
Section Total						\$	-		\$	2,988.00	\$	2,988.00
SPECIAL TIES												
Bathroom accessories			1	\$	650.00	\$	650.00	\$	200.00	\$	850.00	
	If		0	\$	2.00	\$	-	\$	-	\$	-	
Section Total						\$	650.00		\$	200.00	\$	850.00

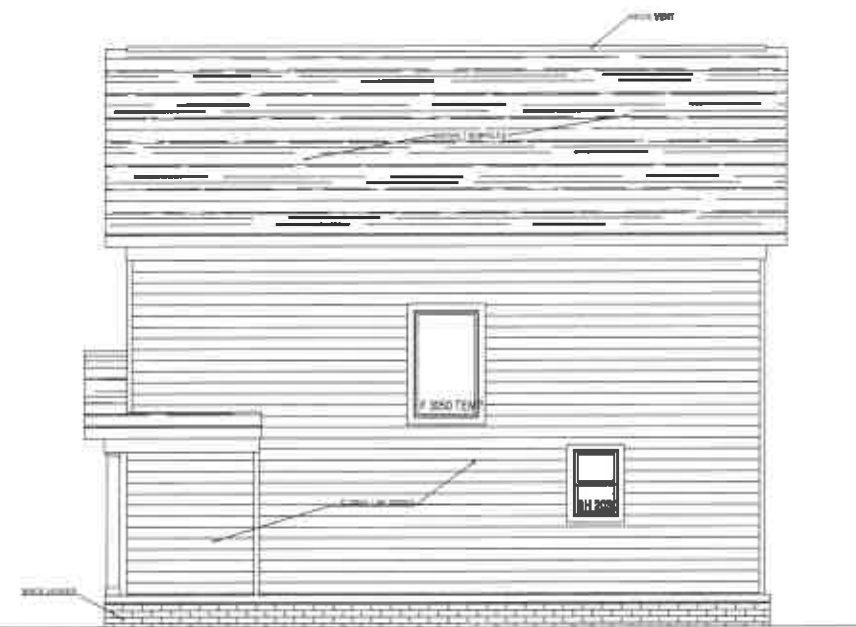
CLEAN-UP & MISC.									
CLEAN HOUSE		1328	\$	-	\$	-	\$	0.25	\$ 332.00 \$ 332.00
DUCK & BLOWER DOOR TEST		1			\$	-	\$	450.00	\$ 450.00 \$ 450.00
DUMPSTER FEE		1			\$	-	\$	450.00	\$ 450.00 \$ 450.00
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
					\$	-	\$		\$ - \$ -
	If	40	\$	2.00	\$	80.00	\$	50.00	\$ 2,000.00 \$ 2,080.00
Section Total					\$	80.00	\$		\$ 3,232.00 \$ 3,312.00

SUMMARY					Total Material Costs	Total Labor Costs	Total Costs Labor & Materials
DEMOLITION					\$ -	\$ -	\$ -
FOUNDATION & MASONRY					\$ 10,937.50	\$ 7,794.75	\$ 18,672.25
EXTERIOR					\$ 1,200.00	\$ 4,400.00	\$ 5,600.00
SIDING & PORCH					\$ -	\$ 7,500.00	\$ 7,500.00
ROOFING					\$ 1,920.00	\$ 2,400.00	\$ 4,320.00
FRAMING & FINISH CARPENTRY					\$ 17,325.00	\$ 7,015.00	\$ 24,340.00
FINISH FLOORING & TILE					\$ 4,053.50	\$ 2,801.00	\$ 6,854.50
INSULATION					\$ -	\$ 2,200.00	\$ 2,200.00
SHEETROCK/PLASTER					\$ 1,705.00	\$ 2,695.00	\$ 4,400.00
HEATING & AIR					\$ 107.94	\$ 6,200.00	\$ 6,307.94
ELECTRICAL					\$ 1,275.00	\$ 5,298.00	\$ 6,573.00
PLUMBING					\$ 7,857.00	\$ -	\$ 7,857.00
CABINETS & APPLIANCES					\$ 9,475.00	\$ -	\$ 9,475.00
PAINTING					\$ -	\$ 2,988.00	\$ 2,988.00
SPECIALTIES					\$ 650.00	\$ 200.00	\$ 850.00
CLEAN-UP & MISC.					\$ 80.00	\$ 3,232.00	\$ 3,312.00
TOTAL CONSTRUCTION COST					\$ 56,585.94	\$ 54,663.75	\$ 111,249.69
CONTINGENCY		0%					\$ -
OVERHEAD/PROFITS		18%					\$ 20,024.94
INTEREST @ MONTH							\$ 3,200.00



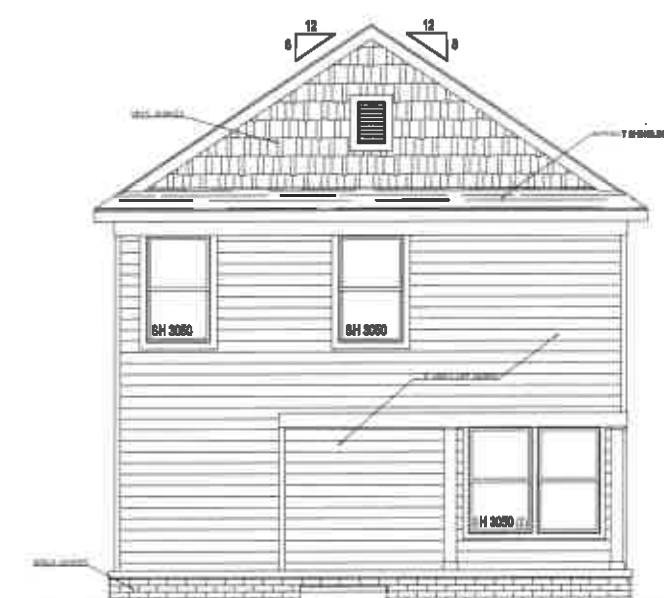
FRONT ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



RIGHT SIDE ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



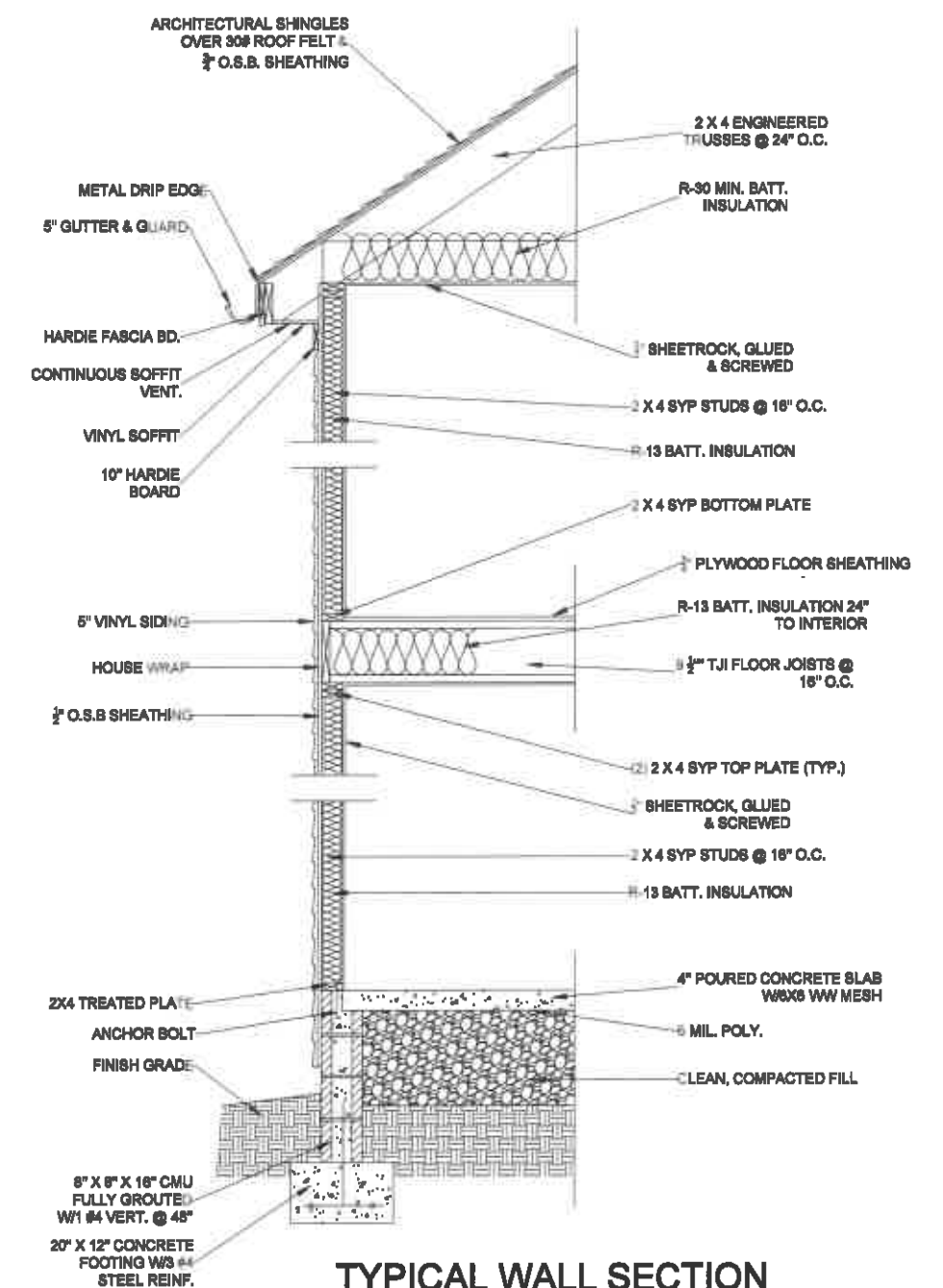
REAR ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



LEFT SIDE ELEVATION

SCALE: $\frac{1}{4}" = 1'-0"$



TYPICAL WALL SECTION

SCALE: $\frac{3}{4}" = 1'-0"$

DATE: 5-3-2019

REV.:

A-2



Administrative Services Committee Meeting

11/12/2019 1:05 PM

HCD_ Laney Walker/Bethlehem New Construction Homes (3) 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 contract with Antioch Ministries to construct three (3) affordable, residential units on Perry Avenue (within Laney Walker Bethlehem) Warrick Dunn (WD) Communities.
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 three (3) new residential units on Perry Avenue 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 Laney Walker Bethlehem Project funding will fund this contract. 1. Contract Amount 1216 Perry Avenue - \$73,435.29 2. Contract Amount 1220 Perry Avenue - \$71,862.32 3. Contract Amount 1222 Perry Avenue - \$71,862.32
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide contract with Antioch Ministries to construct three (3) affordable, residential units on

Perry Avenue (within Laney Walker Bethlehem) Warrick Dunn
(WD) Communities.

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

Laney Walker/Bethlehem Revitalization Project funds.
298077343-5413150

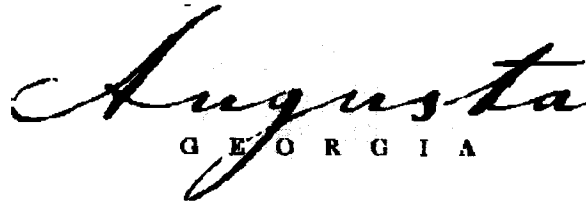
REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting Commission Chamber - 10/29/2019

ATTENDANCE:

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

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.. **Item Action:** Approved

Motions

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

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

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the purchase of the vehicles and ask Mr. Crowden to bring back a report on the status of the Ford Rangers currently still in service. Mr. Clarke votes No. Ms. Davis out. Motion Fails 2-1.	Commissioner Bobby Williams	Commissioner Sammie Sias	Fails

Motions

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

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve the purchase of the trucks only and to come back to the Commission in 30 days with a report regarding the status of the Ford Ranger trucks. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner Mary Davis	Passes

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
- Item Action:**
Approved

Motions

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

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
- Item Action:**
Approved

Motions

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

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. **Item Action:** Approved

Motions

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

6. Motion to approve Housing and Community Development Department's (HCD's) request to provide Housing Opportunities for Persons with AIDS (HOPWA) funding to Family Initiative of the CSRA, Inc. to carry out program. **Item Action:** Approved

Motions

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

7. 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. **Item Action:** Approved

Motions

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

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. **Item Action:** Approved

Motions

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

9. Discuss city properties held in abeyance for specific entities for extended periods of time by the Land Bank Authority. **(Requested by Commissioner Marion Williams)** **Item Action:** Approved

Motions

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

10. Mr. Preston Tutt regarding the Land Bank Authority's processes for disbursements of city owned properties. **(Requested by Commissioner Marion Williams)** **Item Action:** Approved

Motions

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

11. Motion to approve the minutes of the Administrative Services Committee held on October 8, 2019. **Item Action:** Approved

Motions

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

Motion to
approve.
Motion Passes 4-0.

12. Motion to Approve the Decommissioning of DRE Voting System.

**Item
Action:**
Approved

Motions

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

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

**Item
Action:**
Approved

Motions

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

www.augustaga.gov



**Administrative Services Committee Meeting
11/12/2019 1:05 PM
Minutes**

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on October 29, 2019.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:
