



Administrative Services Committee Meeting Commission Chamber - 12/10/2019

ATTENDANCE:

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

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

ADMINISTRATIVE SERVICES

1. Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection. (Requested by Administration) **Item Action: Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Unanimous consent is given to add this item to the agenda.			

2. Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funds (\$25,000) the Community Development Collaborative to assist with rehabilitation cost of 1233 Perry Avenue. **Item Action: Approved**

Motions

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

3.

Approve the revision of Ordinance 7271 to expand and strengthen the Local Small Business Opportunity Program. The current ordinance is insufficient for a city the size of Augusta Georgia.

Item Action:
Approved

Motions

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

4. Motion to approve Housing and Community Development Department's (HCD's) contract procedural process (as presented for calendar year 2020).

Item Action:
Approved

Motions

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

5. Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process (as presented for calendar year 2020).

Item Action:
Approved

Motions

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

6. Discuss the usage of the former JLEC, 401 Walton Way building. **(Requested by Commissioner Marion Williams)**

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve postponing the demolition of this building for one	Commissioner Mary Davis	Commissioner John Clarke	Passes

year and revisit this issue
at the end of each year
with an update from the
CVB and Juvenile Court
in their continued
partnership for use of the
building.

Motion Passes 4-0.

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

Motions

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

8. Protest Discussion – A request by William J. Keogh, III, attorney with Hull Barrett representing Jackson Demolition to protest the decision of deeming their Request for Proposal as Non-Compliant in reference to RFP 19-273 401 Walton Way Demolition Augusta Central Services Department. **Item Action:**
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Deny	Motion to deny the protest request. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner John Clarke	Passes

9. Protest Discussion – A request by Flint Equipment Co. (Chuck Atkins) to protest the decision of the Environmental Services recommendation of the award of Bid Item 19-226 Waste Handler Dozer to Yancey Brothers. **Item Action:**
Disapproved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Deny	Motion to deny the protest. Motion Passes 4-0.	Commissioner Bobby Williams	Commissioner John Clarke	Passes

www.augustaga.gov



**Administrative Services Committee Meeting
12/10/2019 1:20 PM
Attendance 12/10/19**

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

Title

HCD _ Laney Walker/Bethlehem Wrightsboro / RA Dent Intersection Improvements Request

Agenda Category

Administrative Services Committee

Agenda Type

Administrative Services Committee Meeting

Create Date 11/15/2019

Department

HCD

Presenter

Hawthorne Welcher, Jr. and/or HCD Staff

Caption

Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection.

Background

In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, Housing & Community Development (HCD) 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 infrastructure improvements at Wrightsboro Road and RA Dent intersection within Laney Walker/Bethlehem.

Analysis

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

Summary Financial

Housing and Community Development (HCD) receives annual allocations from Laney Walker Bethlehem Project which will fund this contract in the amount of \$262,495.21

Alternatives

Do not approve HCD's Request.

Recommendation

Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection.

Funds

Laney Walker/Bethlehem Revitalization Project:

- Funds or SPLOST



MEMORANDUM

Date: November 25, 2019

To: Mr. Hawthorne Welcher, Director, Housing and Development

From: Columbia Ventures, LLC dba CV Foundry Apartments, LLC

Re: R.A. Dent and Wrightsboro Road Pedestrian Improvements

The purpose of this memorandum is to outline the process in which we have worked together to collectively address the unsafe and unacceptable pedestrian crossing conditions that exist between the Bethlehem neighborhood at R.A. Dent and Wrightsboro Road and the August Medical District.

For more than a year Columbia Ventures, LLC and the City of Augusta has worked collaboratively to seek to address the unsafe pedestrian conditions at R.A. Dent and Wrightsboro Road. This has included more than half a dozen meetings to discuss design, implementation and funding of a proposed solution that is meant to coincide and be delivered with the opening of the Beacon Station Apartment community. It is expected that upon opening and leasing up, the new housing community will generate substantially more daily pedestrian trips between the Bethlehem neighborhood and the Medical District thus necessitating action by the parties to improve safety of the pedestrian conditions.

Scope

The scope of the project includes new sidewalk, curb and gutter beginning from the north side of Wrightsboro Road and the east side of the railroad tracks and continuing on the east side of R.A. Dent adjacent to the railroad tracks to a new crosswalk at the signalized intersection of R.A. Dent and John Wesley Gilbert Lane. The project will include all associated and required demolition and tree removal, fine grading, street closures, curb, gutter and sidewalk as well as new streetlights, signage and an updated pedestrian cycle on the existing signalized intersection. This scope was developed and approved in collaboration with the Developer and the City of Augusta Traffic Engineering Division and Housing and Development Department as well as the regional planning authority. A copy of the for construction set of plans

approved by City of Augusta Traffic Engineering Division is included as **Exhibit A**.

Budget and Funding

In order to catalyze the improvements within the City right of way and extending significantly off site from the Beacon Station Apartment community, the Developer agreed to pay for the additional survey and civil engineering design work to facilitate the implementation of the project. The design work was provided by Cranston Engineering, local Civil Engineer and Civil Engineer of Record on the Beacon Station project. The total estimated cost of this work is \$25,000.00 and is substantially complete except for the Construction Administration portion of the work.

As a part of the overall project delivery the City of Augusta Traffic Engineering Division has agreed to provide certain in-kind services including striping and signal upgrade coordination.

We understand that the hard construction costs will be covered by the City of Augusta from SPLOST funds. The total estimated cost of construction for the improvements contained within the plans is \$225,146.21, which includes a \$3,000.00 allowance for any materials testing required for the sidewalk installation. This is based on sending the for construction set of plans to eleven different subcontractors active in the market. In addition to the cost associated with the horizontal work, there will be costs to be paid to Georgia Power for new streetlight installation which has been coordinated by City of Augusta Traffic Engineering Division. The proposal from Georgia Power totals \$37,349.00 and is included as **Exhibit B**.

Thus, the final and total estimated budget for the project is \$287,495.21 and \$25,000.00 is being paid for by the Developer, thus the remaining funding needed to move forward with the project is \$262,495.21.

Delivery Method

We understand that the City desires to use the procurement of Columbia Ventures, LLC as developer for the Beacon Station project as well as our procurement of the General Contractor, Block Builders, to implement the work. We are prepared to add this off-site scope of work to our existing Contract via Change Order with the General Contractor pending your approval of the proposed cost and scope. The Change Order is attached as **Exhibit C**.

Timeline

From the issuance of a Notice to Proceed on the work we expect the total timeline for installation to take approximately 6 - 8 weeks. We are prepared to get started immediately pending approval from the City of Augusta.

Exhibits

Exhibit A - For Construction Engineering Plans

Exhibit B - Georgia Power Street Light Proposal

Exhibit C - Block Builders Hard Cost Change Order Proposal

EXHIBIT A
CONSTRUCTION PLANS FOR

FOUNDRY PLACE OFF-SITE ROAD IMPROVEMENTS

PREPARED FOR

COLUMBIA VENTURES

1718 PEACHTREE ST. NW #604
ATLANTA, GA 30309



VICINITY MAP
N.E.S.



PROJECT DATA:

- OWNER/DEVELOPER:
CITY OF AUGUSTA
535 TILFAR STREET
AUGUSTA, GA 30602
PHONE: (706) 821-2300
24 HOUR CONTACT:
NAME: JOHN USSERY
PHONE: (706) 564-9684
- DRAINAGE AREA THIS PROJECT:
1.81 ACRES
- IMPERVIOUS AREA:
0.73 ACRES
- PERVIOUS AREA:
0.79 ACRES
- RECEIVING STREAM:
1.08 ACRES
- ULTIMATE STREAM:
1.02 ACRES
- SAVANNAH RIVER



PREPARED BY

 **CRANSTON**
ENGINEERS - PLANNERS - SURVEYORS
442 8th Street, Atlanta, Georgia 30301
Phone: (404) 525-1111
CranstonEng.com

PLANS COMPLETED:	8/20/2019
REVISIONS	
#1 ADDRESS CITY SIGNAL COMMENTS	9/24/2019



FORMS

- [illegible]

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|------|----------------------|--|--------------------|
| CP | CHILLED WATER | PROPOSED FIBROSPIC | PROPOSED FIBROSPIC |
| DP | DWTP INLET | | |
| DP | DUCTILE IRON PIPE | EXISTING GAS | |
| DWT | DOUBLE WING DAMP | PROPOSED GAS | |
| ERK | ELECTRICAL BOX | EXISTING WATER | |
| ED | ELECTRICAL FEED | PROPOSED WATER | |
| EO | ELECTRICAL OUTLET | EXISTING SANITARY SINK | |
| F | FOUNTAIN | PROPOSED SANITARY SINK | |
| F | FIBROSPIC BOX | FENCE, EXISTING | |
| FOM | FIBROSPIC MOUNT | FENCE, PROPOSED | |
| FOPS | FIBROSPIC PALLOID | FENCE, EXISTING CHIMNEY | |
| FM | FIRE MOUNTAIN | FENCE, PROPOSED CHIMNEY | |
| FP | FLUE POLE | FENCE, EXISTING STONE | |
| GP | GAS METER | FENCE, PROPOSED STONE | |
| GP | GAS PIPE | FENCE, EXISTING WIRE | |
| GUT | GUT POLE | FENCE, PROPOSED WIRE | |
| GUT | GUT WIRE | EXISTING CHIMNEY | |
| GT | GRATE TRAP | PROPOSED CHIMNEY | |
| GV | GAS VALVE | CHANGE SINKER FENCE OR C-TOP SET FENCE | |
| GV | GAS TEST PIPE | SET FENCE | |
| HOB | HOOD BACK TRAP | EXISTING BALCONY | |
| ICV | INVERT CONTROL VALVE | PROPOSED BUILDING | |
| ICV | INVERT ELEVATION | EXISTING CONCRETE/PAVING | |
| LP | LIGHT POLE | PROPOSED CONCRETE | |
| MB | MAL BOX | PROPOSED FIBROSPIC | |
| MB | MORTARING WALL | EXISTING GYPSUM PLANK | |
| OPU | OPEN TOP FOUNTAIN | PROPOSED GYPSUM PLANK | |

- | | | |
|--|----------------------------|------|
| | POWER METER | PM |
| | POWER POLE | PP |
| | POLYVINYLCHLORIDE PIPE | PVC |
| | PROPOSED BRICK PAVING | PBP |
| | PROPOSED CONCRETE PIPE | PCP |
| | PROPOSED ELECTRIC LIGHT | PEL |
| | PROPOSED FIRE HYDRANT | PFH |
| | PROPOSED GAS MAIN | PGM |
| | PROPOSED IRRIGATION VALVE | PIV |
| | PROPOSED MANHOLE | PMH |
| | PROPOSED SEWER | SPS |
| | PROPOSED STORM DRAIN | STD |
| | PROPOSED STORM PIPE | STP |
| | PROPOSED STREET | STR |
| | PROPOSED STORM VALVE | STV |
| | PROPOSED STORM WATER METER | STWM |
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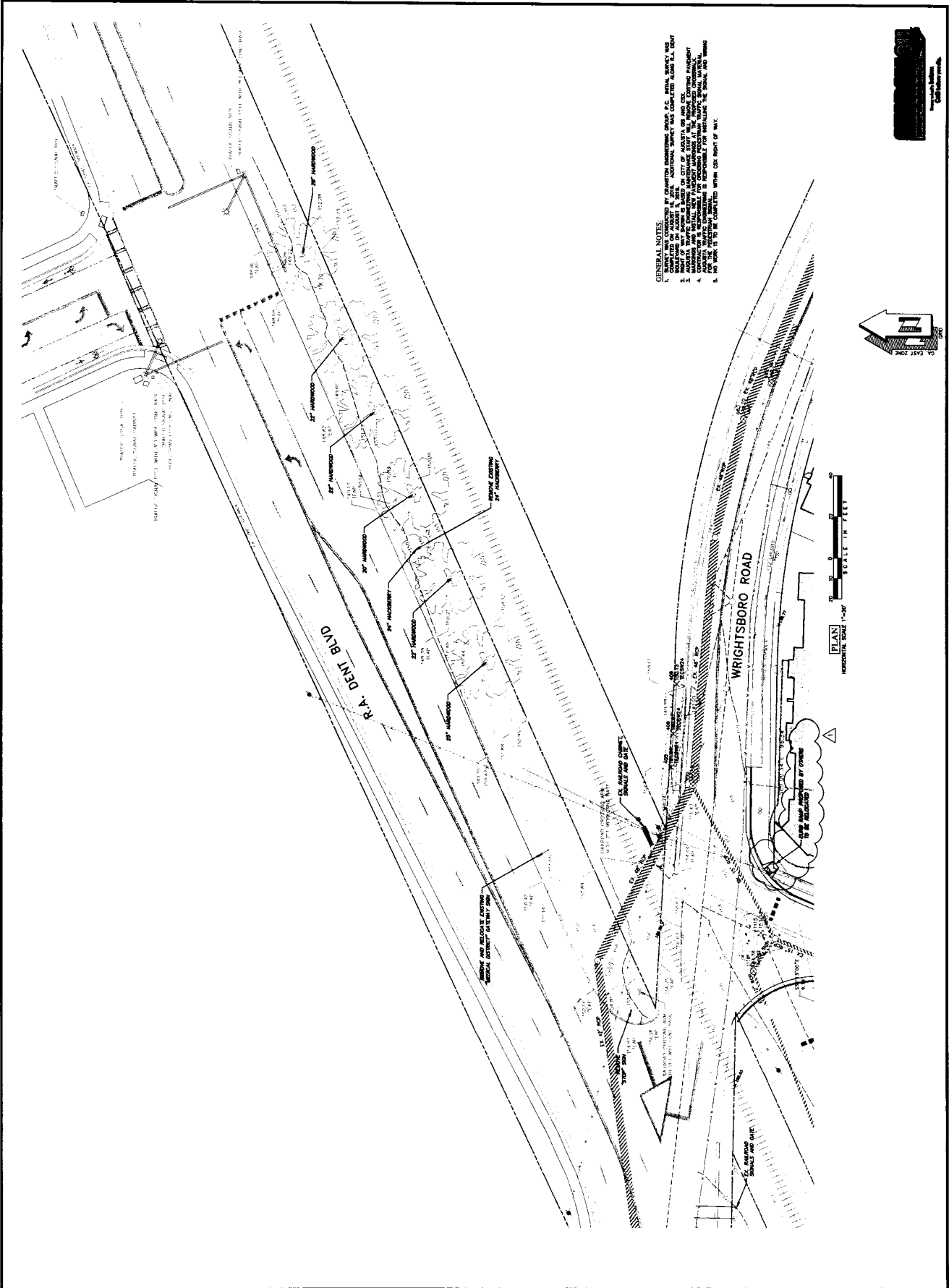
**FOUNDRY PLACE OFF-SITE
 ROAD IMPROVEMENTS**

EXISTING CONDITIONS

REV #	DATE	DESCRIPTION
1	8/24/19	ADDITION OF ROAD, CATCHMENTS



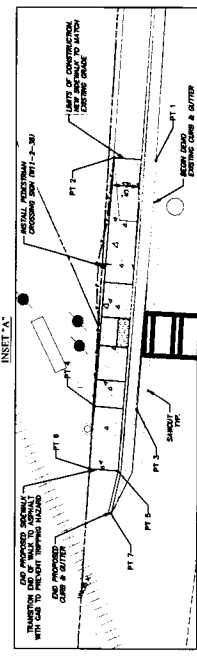
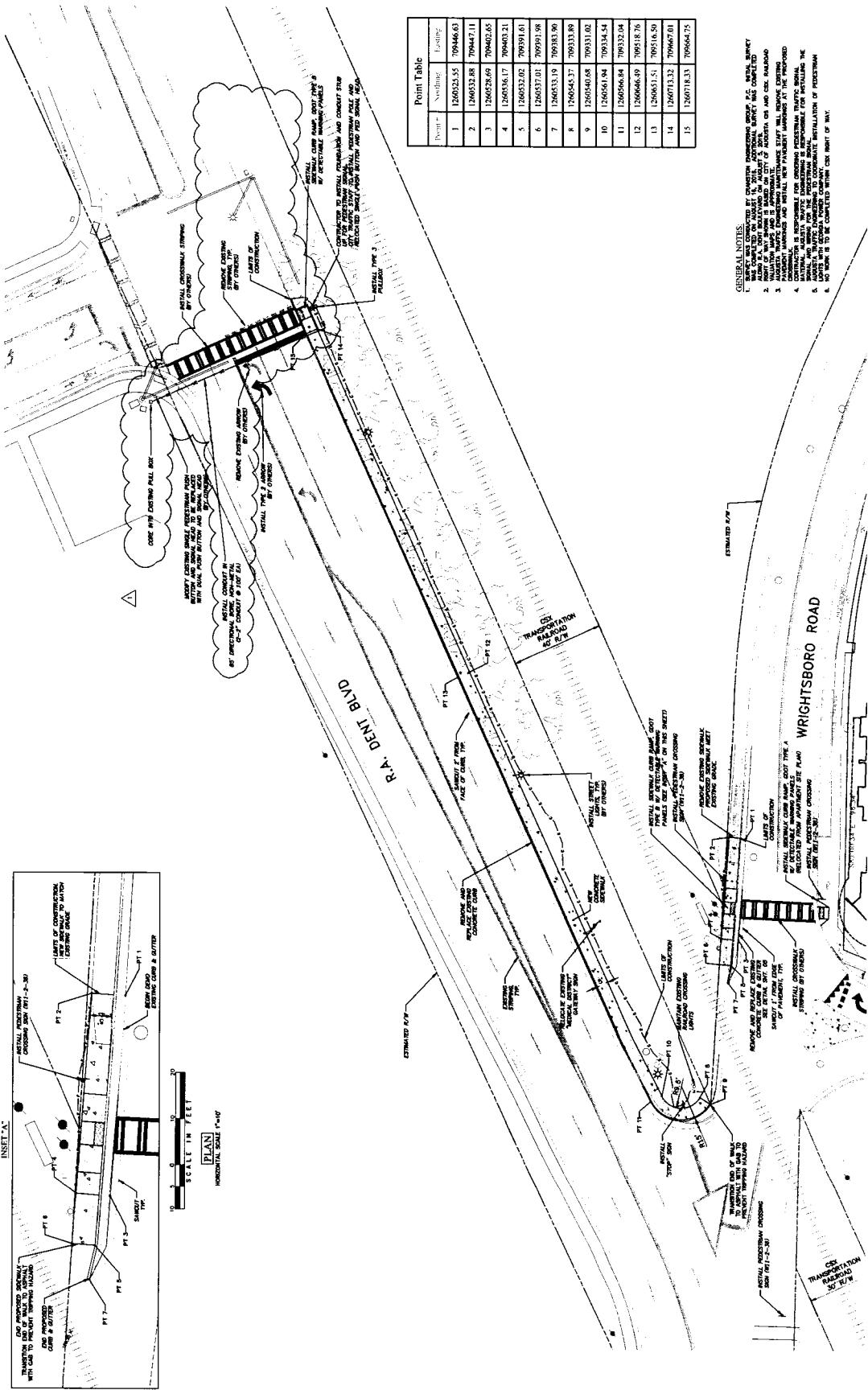
CRANSTON
 ENGINEERS - PLANNERS - SURVEYORS
 482 E. 15th Street, Augusta, Georgia 30901
 Telephone 706-722-1828
 CranstonEngineering.com



**FOUNDRY PLACE OFF-SITE
ROAD IMPROVEMENTS**
CONSTRUCTION PLANS

DRAWN BY:	MAL
CHECKED BY:	WAC
APPROVED BY:	DOM
DATE:	August 20, 2019
SCALE:	AS SHOWN
JOB NO.	2019-0199
DRAWING NO.	04

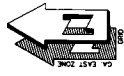
NO.	DATE	DESCRIPTION
1	9/24/19	ADDRESS OF 90' WIDE CORRIDOR

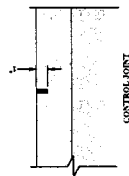
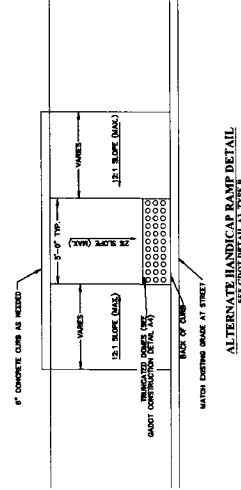
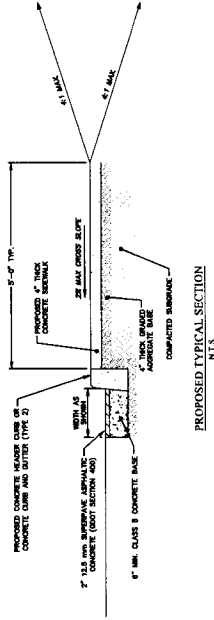


Point Table

Point	Stationing
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3	1260528.69 709402.65
4	1260516.17 709403.21
5	1260522.02 709391.61
6	1260537.01 709391.98
7	1260533.19 709383.90
8	1260443.37 709333.89
9	1260540.08 709331.02
10	1260561.94 709334.54
11	1260406.64 709332.04
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15	1260713.31 709664.75

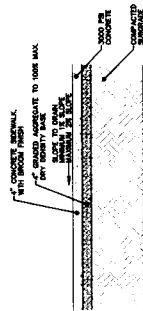
- GENERAL NOTES**
1. SURVEY WAS CONDUCTED BY CRANSTON ENGINEERING GROUP, P.C. METAL SURVEY
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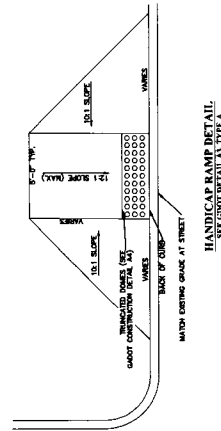
NOTES:

1. NO MORE SHALL THE CROSS SLOPE EXCEED 2%.
2. SAW JOINTS WITHIN 8 HOURS AFTER POURING CONCRETE.
3. CONTROL JOINTS SHALL BE PLACED ALONG THE PERIMETER OF THE SLAB, APPROXIMATELY EQUAL TO THE WIDTH OF THE WALLS.
4. CONTRACTOR SHALL INSTALL A CONSTRUCTION JOINT WITH 3/4" EXPANDED BOARD MATERIAL WITH SEALANT AT THE INTERFACE BETWEEN ALL CONCRETE POURES.
5. JOINTS SHALL BE FINISHED WITH A TYPICAL 5' LENGTH FOR SCHEDULES LARGER THAN THE TYPICAL 5' JOINTS FOR SCHEDULES SMALLER THAN THE TYPICAL 5' JOINTS. REPRESENTATIVE FOR APPROVAL PRIOR TO CONSTRUCTION.



CONCRETE SIDEWALK PAVING DETAIL

N.T.S.



- [illegible]

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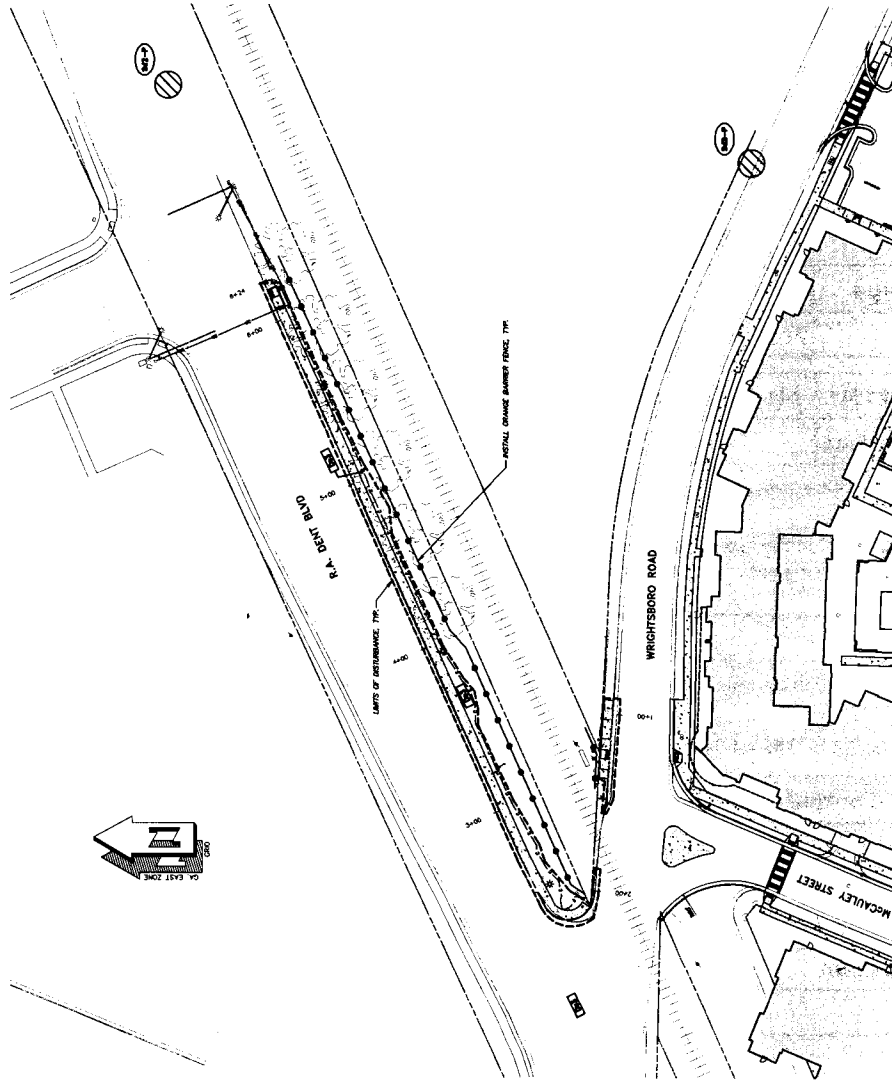
EROSION CONTROL NOTES:

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- [illegible]

- [illegible]

- STABILIZED,
AND NO WATERS OF THE STATE ARE IMPACTED ON THIS PROJECT.



STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sd2	INLET SEWAGE TRAP			A THROUGH-ROOFING DEVICE (MINOR) IS PROVIDED AS INLET TO A SEWAGE TRAP TO TRAP SEWAGE

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
D-3	DISTURBED AREA (WITH PERMANENT VEGETATION)		D-3	RESTORING PERMANENT VEGETATION OTHER THAN ASH WILDS SHALB, WILDS, GRASSES, ETC. OF LOCATIONS DISTURBED AREA



Lighting Services Agreement - Illumination

Customer Legal Name AUGUSTA RICHMOND COUNTY DBA _____
 Service Address 0 STREET LIGHTS AUGUSTA GA 30901 County Richmond - GA
 Mailing Address 535 TELFAIR ST STE 800 AUGUSTA GA 30901
 Email _____ Tel # _____ Alt Tel # _____
 Tax ID# 4274 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 09396-10170

Selected Components

Action	Qty	Wattage	Type	Description
INS	8	70	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	
\$260.56	\$19.44	\$280.00	1	

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. This estimate is based on Summer Rates in effect at the time of this proposal.

** The actual upfront sales tax will be calculated based on the taxes in effect at the time for the premise location.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content	CIAC (\$)	Pre-Payment (\$)	Estimated Taxes (\$)**	Total (\$)**
NESC	Gov	EOL		\$37,349.00	\$0.00	\$0.00	\$37,349.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Christopher Sailors
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Illumination - Governmental*)

1. **Lighting Services Agreement.** This Lighting Services Agreement (the "Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting service and, where GPC deems necessary, related electric service (collectively "Service") to the Customer identified on page 1 of this Agreement ("Customer"). Service will be provided to Customer at the Service Address set forth on page 1 of this Agreement (the "Premises"). GPC may update, modify or replace all poles, bases, wiring, conduit, fixtures, controls and related items (collectively, the "GPC Assets") as necessary or convenient in order to address regulatory requirements or for other reasons related to the provision of Service.
2. **Intent and Title.** This Agreement concerns the provision of Service to Customer by GPC and is not a sale, lease or licensing of goods, equipment, property or assets of any kind. GPC retains the sole and exclusive right, title and interest in and to all of the GPC Assets utilized in connection with the Service. Moreover, GPC may remove the GPC Assets upon termination of this Agreement. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this Agreement under any federal or state tax law. Customer enters into this Agreement in sole reliance upon Customer's own advisors.
3. **Term.** The initial Agreement term is stated on Page 1, calculated from the date of the first monthly bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party at least 30 days before the desired termination date. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's mailing address is noted on Page 1.
4. **Payment.** GPC will invoice Customer per the terms stated on Page 1, subject to any change in the electric service charge dictated by the Georgia Public Service Commission. Customer agrees to pay the amount billed by the due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer will be required to pay any and all costs associated with Customer initiated changes after the date the Agreement has been signed.
5. **Premises Activity.** Customer grants GPC and its contractors and representatives the right and license to enter the Premises and perform all manner of activities related to the provision of Service, including the right to: (i) access the Premises with vehicles, the GPC Assets and other tools or equipment in order to install and connect the GPC Assets and provide Service; (ii) remove and disconnect pre-existing equipment where it is necessary or convenient to do so for the provision of Service; (iii) inspect, maintain, test, replace, repair, and remove GPC Assets; (iv) provide electric energy in relation to the Service where GPC deems necessary; and (v) conduct any other activities reasonably related to the provision of Service, including surveying, digging and excavation with tools, mechanized equipment and other machinery (activity items (i) – (v) collectively, the "GPC Activity"). Customer represents that it has the right to permit GPC to provide the Service and perform the GPC Activity upon the Premises and, where applicable, has obtained the express authority and any required permissions from all Premises owners (and any other party with rights in the Premises) to enter into this Agreement and to authorize the GPC Activity and Service.
6. **Installation.** Customer recognizes that GPC may be required to install the GPC Assets in order to provide this service. Customer represents that: (i) the Premises' final grade will vary no more than 6 inches from the grade existing at the time of Installation; and (ii) if applicable and required for proper Installation, Premises property lines will be clearly marked before Installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer to itself or through a third party perform any part of the activities related to the installation of GPC Assets at the premises (including trenching), Customer warrants that the work will meet GPC's installation specifications (which GPC will provide to Customer and are incorporated by this reference). Customer is responsible for all reasonable additional costs arising from Customer's non-compliance with GPC's specifications or lack of timely (i.e., 10 days') notice to GPC that GPC Activity related to the installation and connection of GPC Assets can commence.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/ water/sewer line; irrigation facility; low voltage data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences the GPC Activity, Customer is responsible for all damages and any resulting delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for any subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, etc. encountered during the GPC Activity ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to the GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** During the term of this Agreement, in the event of any work or digging near the GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then current Dig Law; (ii) coordinate with the UPC and all utility facility owners or operators as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for all damages arising from failure to comply with applicable law or for damage to the GPC Assets caused by anyone other than GPC (or a GPC contractor or representative).
8. **Interruption of Service.** Customer understands Service is provided on an "as is" and "as available" basis and may be interrupted. Customer is responsible for notifying GPC if there is a Service interruption. Customer can provide such notice by either calling 1-888- 660-5890 to report the issue or by reporting the issue online at (<http://outdoorlighting.georgiapower.com>).
9. **Pole Attachments.** If Customer desires to attach or affix anything to the GPC Assets, Customer must first obtain GPC's written consent. Customer must call GPC Lighting Services Business Unit at 1-888-660-5890 to obtain such authorization.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose or of merchantability) regarding the Illumination Service or any GPC Activity. Customer also acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or GPC Assets choice, the Illumination Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the Illumination Service, GPC Assets or this Agreement, or arising from damage, hindrance, or delay involving the Illumination Service or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. Customer is solely responsible for safety of the Premises and agrees that GPC has no obligation to ensure the safety of the Premises.
11. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services within the state of Georgia. Compliance with requirements of O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit as required by O.C.G.A. § 13-10-91. GPC also agrees that, if it employs or contracts with any subcontractor(s) in connection with this Agreement, GPC will secure from each subcontractor an affidavit attesting to the subcontractor's compliance with O.C.G.A. § 13-10-91.
12. **Arbitration.** Any disputes which the parties are unable to resolve in good faith within 30 days written notice to the defaulting or breaching party, other than those disputes related to indemnity or for which a claim is filed by Customer or GPC individually in a small claims court or Customer's state's equivalent court so long as the claim remains in such court and advances as an individual (non-class, non-representative) claim for relief, will be submitted to arbitration administered by JAMS in Atlanta, Georgia in accordance with the JAMS Streamlined Arbitration Rules & Procedures before a single arbitrator, and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. The arbitrator will issue an award in a form not to exceed one page and will not include findings of fact, conclusions of law or a reasoned opinion. Customer must pay their share of the arbitration fees, as established by the arbitrator, up to a maximum of \$75. If Customer prevails in the arbitration, GPC will bear all reasonable expenses borne by Customer in connection with the arbitration. Customer will not be permitted to participate as a representative or member of any class arbitration with respect to any claim that is subject to this agreement and Customer irrevocably waives any right they may have had to participate in any such class. The arbitrator has no authority to conduct any consolidated, joint or class arbitration as to any claims and will only address and determine the individual claims of the parties. If any part of this arbitration clause is found to be unenforceable, the entire arbitration clause will be unenforceable.
13. **Default.** Customer is in default if Customer does not pay the entire amount owed within 45 days of billing or terminates this Agreement without proper notice and prior to the end of the then current term. GPC's waiver of any past default will not waive any other default. If default occurs, GPC may elect to immediately terminate this Agreement and remove any or all GPC Assets from the Premises, and shall be entitled to seek any and all available remedies provided by law, including, without limitation, the right to collect all past due amounts (including late fees if applicable) and all amounts due for the Service during the remaining term of the Agreement.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice to Customer of such modification. If Customer uses the Service or makes any payment to use the Service on or after the effective date of the modification, Customer accepts the modification. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other party. Customer will not assign, in whole or in part, this Agreement or its Agreement rights or obligations. Any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement, "including" means "including, but not limited to." Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

BLOCK

BUILDERS LLC of LA

PCO #025

Block Builders, LLC
 619 Jefferson Hwy Suite 2G
 Baton Rouge, Louisiana 70806
 Phone: (225) 930-9960
 Fax: (225) 930-9915

Project: 18.501 - The Foundry
 1400 Wrightsboro Rd.
 Augusta, Georgia 30901

CE #056 - RA Dent Improvements

TO:	CV Foundry Apartments, LLC 1718 Peachtree Street NW, Suite 684 Atlanta Georgia, 30309	FROM:	Block Builders, LLC 619 Jefferson Hwy Suite 2G Baton Rouge, Louisiana 70806
STATUS:	Pending - In Review	CREATED DATE:	11/4 /2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
SCHEDULE IMPACT:		TOTAL AMOUNT:	\$222,146.21

POTENTIAL CHANGE ORDER TITLE: CE #056 - RA Dent Improvements

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #056 - RA Dent Improvements

Improvements to RA Dent. Sidewalks, crossing, etc.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	02-7400 - Asphalt Paving	RA Dent Improvements	Subcontractors	\$ 174,586.00
2	01-1345 - Project Superintendent	Supervision/ GCs	Other	\$ 16,042.00
3	02-7400 - Asphalt Paving	Bore conduit under RA Dent	Subcontractors	\$ 10,000.00
Subtotal:				\$203,628.00
labor Burden: 33.00%				\$ 0.00
Insurance: 1.00%				\$ 3,868.93
Bond: 1.00%				\$ 2,074.97
Fee: 6.00%				\$ 12,574.31
Grand Total:				\$222,146.21

Jared Christensen (TSW)
 1389 Peachtree Street NE Suite 200
 Atlanta Georgia 30309

CV Foundry Apartments, LLC
 1718 Peachtree Street NW, Suite 684
 Atlanta Georgia 30309

Block Builders, LLC
 619 Jefferson Hwy Suite 2G
 Baton Rouge, Louisiana 70806

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Cost Proposal #22073

PROJECT NAME: Foundry Place off-Site Road Improvements						
ITEM NO.	DESCRIPTION	UNITS	..	Unit Price	Total	
	Wrightsboro Rd.					
1	Demo	LS	1	5000.00	\$5,000.00	
2	Asphalt Patching	SY	8	192.60	\$1,540.80	
3	Replace Curb & Gutter w/Rock	LF	72	106.00	\$7,632.00	
4	Sidewalk	SY	40	92.00	\$3,680.00	
5	Handicap Ramp w/Mat	LS	1	1200.00	\$1,200.00	
				Total:	\$19,052.80	
	R.A. Dent Blvd. (Curb & Sidewalk Replacement)					
1	Traffic Control	DAY	15	1500.00	\$22,500.00	
2	Demo & Grade for Sidewalk	LS	1	18000.00	\$18,000.00	
3	Saw Cut Street	CY	510	30.00	\$15,300.00	
4	Replace Curb & Gutter w/Rock	LF	510	106.00	\$54,060.00	
5	Sidewalk 5' w/Rock - 4"	SY	311	92.00	\$28,612.00	
6	Patch - R.A. Dent Blvd.	SY	62	192.60	\$11,941.20	
7	Handicap Ramp - R.A. Dent Blvd.	LS	1	1200.00	\$1,200.00	
8	Silt Fence - Grassing	LF	560	7.00	\$3,920.00	
				Total:	\$155,533.20	
Submitted by:	Georgia-Carolina Paving Company					
	P.O. Box 1404, Augusta, GA 30903					
	Contact: Bob M. Hickman, Sr.					
	Office: 706-786-3863/Cell: 706-526-0674/Fax: 706-736-3864					

CONTRACT

between

AUGUSTA, GEORGIA

And

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC

in the amount of

\$262,495.21 USD

Two-Hundred and Sixty-Two Thousand, Four-Hundred and Ninety Five Dollars and 21/100

for Fiscal Year 2019

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT

Wrightsboro / RA Dent - Intersection Improvements

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 Columbia Ventures FOUNDRY APARTMENTS, LLC, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC” 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC has requested and Augusta has approved a total of **\$262,495.21** 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: COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 Laney Walker / Bethlehem Revitalization Project which involves construction of road improvements for mixed use development project. Under this Agreement:

- ✦ Perform construction services for improvements to sidewalk, paving and infrastructure at and near the intersection of Wrightsboro Road and RA Dent as outlined in the construction documents.

B. Use of Funds: Laney Walker/Bethlehem Bond Financing funds shall be used by COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 \$262,495.21.**

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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for construction costs related to the development **Wrightsboro / RA Dent - Intersection Improvements** as part of the Laney Walker/Bethlehem Revitalization Project. The design and specifications of the property shall be approved by AHCD prior to construction (see Appendix). Funds will be used to assist with the cost of all construction related fees.

2. Profit

An amount not to exceed 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of area identified as **Wrightsboro / RA Dent - Intersection Improvements**. AHCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis.

3. Developer's Fee

N/A

C. Program Location and Specific Goals to be Achieved

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC, 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC and AHCD determine the progress is satisfactory. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall utilize the AIA Form provided by AHCD (see Appendix). For invoicing, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC'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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC and AHCD shall share in the cost and proceeds of developing the residence at Wrightsboro / RA Dent - Intersection Improvements 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for construction costs related to the development of area identified as **Wrightsboro / RA Dent - Intersection Improvements**.

Additionally, AHCD will provide one hundred percent (100%) of all change orders (where applicable) as approved by both Augusta and COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC in writing.

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

C. Timetable for Completion of Project Activities

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 90 days identified as Wrightsboro / RA Dent - Intersection Improvements .

Liquidated Damages

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. 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

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 area identified as **Wrightsboro / RA Dent - Intersection Improvements** as part of the Heritage Pine Project. AHCD will have the latitude to pay such costs directly to the procured construction contractor. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall be paid a total consideration of no more than **the contract amount** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC (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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC, or any subcontractor hereunder.
- B. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC'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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC. In such instances, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC.

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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC's publications and/or advertisements. (24 CFR 570.601).
- B. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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), COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC agrees to obtain all necessary permits for intended improvements or activities.
- O. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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.** COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will not discriminate against any person applying for shelter on the basis of religion. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC or any subcontractor of COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC cures any breach of the Agreement. If COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC fails to cure the breach, Augusta may suspend or terminate the current award of funds. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will not be eligible to receive any other funding.
- B. Notwithstanding the above, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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: Hardie Davis, Jr., Mayor
Municipal Building
535 Telfair Street, Suite 200
Augusta, Georgia 30901

With copies to:
Augusta Housing and Community Development Department
ATTN: Hawthorne Welcher, Jr., Director
510 Fenwick Street
Augusta, Georgia 30901

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC will receive all notices at the address indicated below:

Columbia Ventures Foundry Apartments, LLC
ATTN: Mr. Jakob vonTrapp
1718 Peachtree Street NW, Suite 684
Atlanta, GA 30309

ARTICLE XII. INDEMNIFICATION

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC beyond the term of this Agreement.

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC for the purpose of securing business and that COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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: **Columbia Ventures FOUNDRY APARTMENTS, LLC**

By: _____
Mr. Jakob vonTrapp, Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Columbia Ventures FOUNDRY APARTMENTS, LLC 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, Columbia Ventures FOUNDRY APARTMENTS, 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 Columbia Ventures FOUNDRY APARTMENTS, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Columbia Ventures FOUNDRY APARTMENTS, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Columbia Ventures FOUNDRY APARTMENTS, 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 Columbia Ventures FOUNDRY APARTMENTS, LLC. Columbia Ventures FOUNDRY APARTMENTS, 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. Jakob vonTrapp
Columbia Ventures FOUNDRY APARTMENTS, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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, COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 COLUMBIA VENTURES

FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC must make sure contractors obtain and post all permits on job site.
- c. COLUMBIA VENTURES FOUNDRY APARTMENTS, LLC 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 work 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 work 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

N/A



**Administrative Services Committee Meeting
12/10/2019 1:20 PM
HCD Contract with Columbia Ventures Foundry Apartments**

Department:

Presenter:

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to contract with Columbia Ventures Foundry Apartments, LLC to complete infrastructure improvements at Wrightsboro Road and RA Dent intersection. (Requested by Administration)

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN
AUGUSTA, GEORGIA
&
COMMUNITY DEVELOPMENT COLLABORATIVE, LLC
FOR
2017/2018 HOME INVESTMENT PARTNERSHIPS PROGRAM**

1233 Perry Avenue

This First Amendment to the agreement executed by and between the Parties on December 21, 2018, is made and entered into on the ____ day of _____, 2019, by and between AUGUSTA, GEORGIA, (hereafter referred to as “Augusta”), and THE COMMUNITY DEVELOPMENT COLLABORATIVE, LLC. (hereinafter referred to as the “Collaborative”).

WHEREAS, AUGUSTA desires to amend the original agreement to allow the Collaborative to effectively administer its HOME eligible affordable housing development activities;

WHEREAS, the Collaborative has determined that this Amendment is in its best interest and has agreed to the said Amendment;

NOW THEREFORE, in exchange for their mutual good and valuable consideration, the receipt and sufficiency of which each PARTY acknowledges, and intending to be legally bound, AUGUSTA and Antioch agree to amend said agreement as follows:

(1)

Article I Section B . Use of Funds. Construction shall be revised to provide additional funding in the amount of \$ 25,000.00 of HOME funding to support the construction of a single family unit located at 1233 Perry Avenue.

B. Use of Funds

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

b. Construction

An amount not to exceed \$ 165,000.00 in a grant shall be expended by the Collaborative to support the rehabilitation of an affordable single-family rental housing units to be made available for rent by HOME program eligible low and moderate home buyers.

Original contract states not to exceed \$ 140,000.00 whereas amendment adds an additional \$ 25,000.00 to support construction cost.

Article II Section D shall be revised to show the additional funding with the following:

D. Project Budget: Limitations

Collaborative shall be paid a total consideration of \$165,000.00 for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Collaborative. 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 Collaborative.

The Collaborative shall adhere to the following budget in the performance of this contract:

Acquisition & Rehabilitation	\$ 160,000.00
Management	\$ 5,000.00
Total Project Activity Cost	\$ 165,000.00

Except for the modifications made by this Amendment, the terms and conditions of the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set as of the date first written above.

The Community Development Collaborative, LLC

Date

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

ATTEST: AUGUSTA, GEORGIA
(The City)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Hardie Davis
As its Mayor

Date: _____

By: _____
Jarvis Sims
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk



Administrative Services Committee Meeting

12/10/2019 1:20 PM

HCD _ Community Development Collaborative Agreement Amendment 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 additional funds (\$25,000) the Community Development Collaborative to assist with rehabilitation cost of 1233 Perry Avenue.
Background:	Housing and Community Development (HCD) and the Community Development Collaborative is working in collaboration to construct five (5) single family homes and rehabilitate one (1) duplex on Perry Avenue. The original contract was awarded to the organization with an emphasis to construct units within the range of \$140K prior to acquisition and procurement of contractor. Once this duplex was bided out, the rehabilitation cost came in greater than the original estimated amount. Requesting Additional \$25,000.00 for rehabilitation. Original Agreement: \$140,084.00 New Agreement Amount: \$165,084.00
Analysis:	The approval of funding will allow the Community Development Collaborative to rehabilitate the duplex units to be used as rental property for Augusta, Georgia.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 165,084.00 to assist in the rehabilitation of a duplex to be used as rental property.
Alternatives:	Do not approve the funding to Community Development Collaborative, LLC.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide additional funds

(\$25,000) the Community Development Collaborative to assist with rehabilitation cost of 1233 Perry Avenue.

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

U. S. Department of Housing and Urban Development (HUD)
Funds: - Home Investment Partnership Program (HOME) funds.
- Org key/object code = 221073211 – 5211119

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Local Small Business Opportunity Program Ordinance Revision (Ordinance 7271)

Three Reasons the Ordinance Needs to be Revised:

1. Geographic & size expansion needed.
2. Lacks appropriate protests, appeals, and remedies section. **(Issue discussed 9/18/18 Commission Meeting with previous compliance director & Comm. Hasan, per that conversation issue had been identified 1.5 years ago= appx March 2017)**
3. Lacks contract compliance process.



Geographic & size expansion needed

- § **Current Geographic and Size Limits are too restrictive.**
- § Current Geographic Limit: Augusta, Richmond County
- § Suggested Geographic Limit: Richmond County, Columbia County, Aiken County, and Burke County
- § Current Size Limit: 1.5 million in annual receipts, \$750,000 personal net worth
- § Suggested Size Limit: adopt federal Small Business Administration size guidelines CFR 13 Part 121 (attached in your packets), personal net worth will remain \$750,000





Augusta's LSBOP Top NAICS codes

1. **561730- Landscaping** (14 certified businesses)- Size Standard per SBA: \$8million- Augusta, appx. 8 times less=(pg.25)
2. **237310- Highway, Street, Bridge Construction** (8 certified businesses) Size Standard per SBA: \$39.5million- Augusta, appx. 39 times less=(pg.13)
3. **238990- Other Specialty Trades** (8 certified businesses) Size Standard per SBA: \$16.5million-Augusta, appx. 16 times less=(pg.14)



Other Jurisdictions Size Limits

Atlanta

Follows SBA Size Standards

Memphis (2nd largest city
in Tennessee)

Follows SBA Size Standards

Savannah

Limits Small Business program to 3 categories: Construction Services (\$5 million); Contract Services (\$1 million); and Professional Services (\$500,000). Can't exceed 25 employees

Lacks appropriate protests, appeals, and remedies section

Ordinance defines expected behavior, but only provides a process to follow when local small businesses are denied registration. A process is needed for the other (3) major areas where possible compliance violations may occur (**1. Responsive or Non-responsive bidder pre-award; 2. Contract Compliance post-award; and 3. Prompt payment provision for subcontractors to protest untimely payments**).



Lacks a Responsive/Non-Responsive Bidder Pre Award Compliance/Post Award Contract Compliance Process and Prompt Payment Provision process

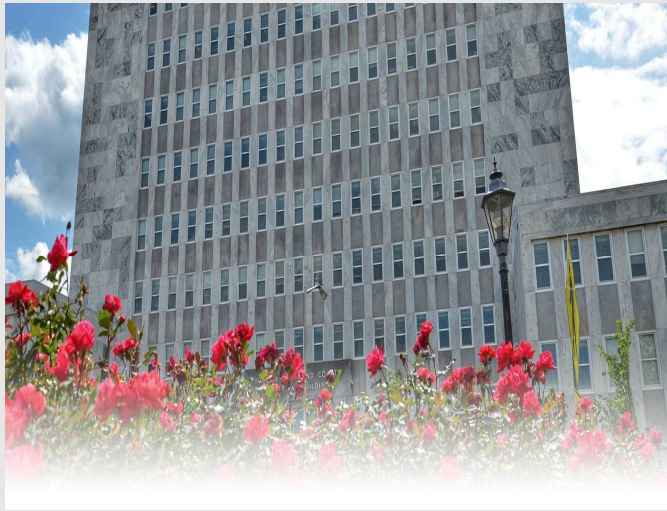
Not having a formal contract compliance monitoring section that clearly defines administrative remedies and procedures in the LSBOP Ordinance leaves only breach of contract as a remedy=no enforcement power!





Expansion will Hurt Small Businesses Not True!

1. Expanding the LSBOP will create opportunities to set goals on projects that we could not set goals on before.
2. Having larger and diverse companies in the program will allow for mentoring opportunities for smaller/less developed companies.
3. Capacity building/matching with unskilled labor and companies can take place to grow the workforce and small businesses.
4. Expanding the LSBOP will aid Augusta Georgia's major user departments to have ready, willing, and able subcontractors for their projects (**specifically Engineering, Central Services , and Utilities**).



6-30-11

Coma Presentation

ORDINANCE NO. 7271

AN ORDINANCE TO AMEND THE AUGUSTA, GEORGIA CODE, ARTICLE ONE, CHAPTER TEN, RELATING TO THE PROCUREMENT OF GOODS AND SERVICES, THE LOCAL SMALL BUSINESS OPPORTUNITIES PROGRAM AND THE DBE PROGRAM FOR FEDERALLY ASSISTED PROJECTS SO AS TO PROVIDE UPDATES AND TO ESTABLISH POLICIES, PROCEDURES AND GUIDELINES REGARDING THE PROCUREMENT PROCESS AND THE LOCAL SMALL BUSINESS OPPORTUNITIES PROGRAM; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, it is the desire of the Augusta, Georgia Commission to update Code provisions relating to the procurement of goods and services so as to reflect changes in Georgia law and to improve the efficiency of the procurement process;

WHEREAS, it is the desire of the Augusta, Georgia Commission to increase the effectiveness of the Local Small Business Opportunities Program and to broaden the number of businesses eligible to participate in the program and to implement race and general neutral measures to reduce discrimination in Augusta, Georgia;

WHEREAS, it is the desire of the Augusta, Georgia Commission to update and improve its DBE Program for Department of Transportation (DOT), Federal Transportation Administration (FTA), Federal Aviation Administration (FAA) and other federally funded projects and to ensure full compliance with state and federal regulations;

WHEREAS, the DBE Program for DOT, FTA and FAA funded projects is to be approved by the Department of Transportation before it is effective;

WHEREAS, based on the foregoing, the Augusta, Georgia Commission recommends amending Article one, Chapter ten of the AUGUSTA, GA CODE.

THE AUGUSTA, GEORGIA COMMISSION ordains as follows:

SECTION 1. AUGUSTA, GA. CODE Article one, Chapter ten as set forth in the AUGUSTA, GA. CODE, re-adopted July 10, 2007, is hereby amended by striking this

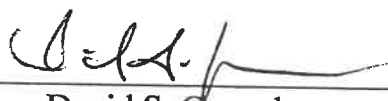
chapter in its entirety. A new Chapter ten is hereby inserted to replace the repealed Code Chapter ten as set forth in "Exhibit A" hereto.

SECTION 2. This ordinance shall become effective upon its adoption in accordance with applicable laws. ~~Chapter 10B~~ (DBE Program) shall be effective only following approval of the Department of Transportation.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted this 30 day of June, 2011.

1st reading June 21 2011

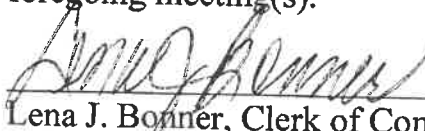

ACM David S. Copenhagen
6/30/11 As its Mayor

Attest:



CERTIFICATION

The undersigned Clerk of Commission, Lena J. Bonner, hereby certifies that the foregoing Ordinance was duly adopted by the Augusta, Georgia Commission on June 30, 2011 and that such Ordinance have not been modified or rescinded as of the date hereof and the undersigned further certifies that attached hereto is a true copy of the Ordinance which was approved and adopted in the foregoing meeting(s).


Lena J. Bonner, Clerk of Commission

Published in the Augusta Chronicle.

Date: July 14

Denial of Registration

- (b) *Program.* The LSBOP administration consists of performing vendor registration, education and outreach, and review of bid and proposal documents. Specifically, the program shall consist of:
- (1) Developing and administering local small business registration criteria and procedures.
 - (2) Establishing and maintaining a directory available to the public of registered local small businesses capable of supplying the type and quality of equipment, supplies, general services, construction, and professional services required by Augusta, Georgia.
 - (3) Regularly seeking out and registering new local small businesses to bid on Augusta, Georgia purchases and solicitations.
 - (4) Notifying vendors of their registration status and advising non-registered parties of their right to appeal the denial of registration which shall be filed with the Director of minority and small business opportunities within five (5) days of receipt of such notice.
 - (5) Developing annual forecasts and periodically updating same based on a review of anticipated purchases and registered local small businesses.
 - (6) Monitoring and reporting on legislative and judicial actions relevant to local, small business interests.
 - (7) Reviewing specifications and bid documents with the Procurement Department to ensure maximum opportunities for registered local small businesses to compete on an equal basis for contracting opportunities and to perform commercially useful functions.
 - (8) Convening and/or participating in information sessions with local small businesses regarding bid requirements and contract performance.
 - (9) Providing technical assistance, conducting seminars, visiting vendors, and performing other outreach services to encourage and increase participation in Augusta, Georgia's bidding process by local small businesses.

Denial of Registration Process

- (7) Applicant firm must be a business, including a sole proprietorship, partnership, corporations, limited liability company, or any other business or professional entity:
 - (i) which is at least fifty-one (51) percent owned by one (1) or more of the applicant individuals identified, and the ownership must have been in existence for one (1) year or more; and
 - (ii) in the case of a publicly-owned business, at least fifty-one (51) percent of all classes of stock which is owned by one (1) or more of such persons, each of whom meets the net worth criteria as defined herein.
- (8) No individual owner of an applicant firm, or if a sole proprietorship or partnership the individuals themselves, may have a personal net worth that exceeds \$750,000, as that term is defined in this Article.
- (9) No local small business shall be registered on the basis of the race or gender of its ownership regime.
- (b) *Renewal of Registration.* Local small business registration is valid for a two-year period beginning on the date Augusta, Georgia registers the business. To re-apply, a local small business must submit a new application and evidence of continuing eligibility.

It is the responsibility of the local small business to notify the Director of minority and small business opportunities of any change in its circumstances affecting its continued eligibility for the program. Failure to do so may result in the firm's de-registration and preclusion from future participation in the LSBOP;

- (1) A Local Small Business that no longer meets registration criteria shall not be re-registered by the Director of minority and small business opportunities;
- (2) Firms that have been denied registration or re-registration may protest the denial as follows:
 - (i) Within five (5) days of receipt of denial of registration or re-registration, the firm may protest such action in writing to the

Director of minority and small business opportunities. Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.

- (ii) A hearing shall be held by Augusta, Georgia Administrator (or his or her designee) at which time the firm may present additional facts and evidence in support of its eligibility. Augusta, Georgia Administrator (or his or her designee) shall control all aspects of the hearing, including scheduling, conduct, witnesses, and evidence, and may request the attendance of witnesses and production of particular documents.
 - (iii) Augusta, Georgia Administrator shall send written notice of the decision to the firm within thirty (30) days of the hearing.
 - (iv) A firm found to be ineligible cannot apply for registration or re-registration for a period of one year after the effective date of the final decision.
- (c) *Limitations.* Notwithstanding any other provision of this program except on a finding of good cause by Augusta, Georgia, a registered local small business is no longer eligible to participate in the LSBOP after being enrolled for ten (10) consecutive years regardless of whether the firm received contracts or prime contracts under the program. If a firm has been released from the program before graduation as a result of exceeding the LSBOP thresholds, it will still be eligible to receive contracts from Augusta, but such participation will not be counted toward the LSBOP goal of identifying and employing local small businesses to the greatest extent possible.

In determining whether a good cause exists for a firm to continue participation beyond ten (10) consecutive years, Augusta may review all relevant factors such as amount of business previously received by the firm, and capability of other small firms to provide goods and services, impact on a potential contract opportunity for other local businesses to compete. In no event shall a firm's participation in the program extend beyond fifteen (15) years.

Deemed (Pre-Award) Won - Responsive

- (ii) Proposed Local Small Business Subcontractor/Supplier Utilization Plan.
- (iii) Documentation of Good Faith Efforts to use local small businesses.

Failure to submit the above documentation shall result in the bid or proposal being declared non-responsive.

- (7) Before advertising and soliciting bids, the Director of minority and small business opportunities and using department will assess if large contracts can be segmented into multiple contracts. Methods to be considered include:
 - (i) The term of a contract may be shortened that results in a dual effect; the reduction of quantity required, and the risk inherent in guaranteeing prices over a longer period of time.
 - (ii) Work to be performed may be grouped according to geographic location within Augusta, Georgia.
- (8) When the Solicitation bid document contains a local small business goal, each Bidder must either: meet the local small business goal or comply with the Good Faith Effort requirement set for in section 1-10-125(b)(4). **Failure to do so constitutes grounds for rejecting the Bid.**
- (9) When the Solicitation bid document does not contain a local small business goal, each bidder must negotiate in good faith with each local small business that responds to the Bidder's solicitation and each local small business that contacts the Bidder on its own accord.
- (10) Self-Performance. Self performance does not exempt Bidders from the LSBOP requirements unless the self performer is a qualified and registered local small business. Bidders that do not meet the local small businesses goal and desire to self-perform all or part of the construction contract must nevertheless demonstrate that they complied with the Good Faith Efforts requirements as set forth in section 1-10-125(b)(4).

Prompt Payments

- (b) *Departmental Purchase Requirements (All Formal Bids over \$100,000).* User Departments making purchases or issuing solicitations for projects over \$100,000 (including project management, contract management, and/or construction, and/or design contracts) shall have the following duties and responsibilities with regard to the LSBOP:

Departments shall:

- (1) Establish Project Specific Goals on all projects \$100,000 and above.
- (2) Submit the scope of work and cost estimate evaluations to the Director of minority and small business opportunities so appropriate local small business subcontracting goals may be determined.
- (3) Assist the Director of minority and small business opportunities with setting Project Specific Goals.
- (4) Assist in identification of available local small businesses.
- (5) Gather and maintain data for those contracts which they manage.
- (6) Submit subcontracting data to the Director of minority and small business opportunities within fourteen (14) days of progress payments and thirty (30) days of contract closeout.
- (7) Submit to the Director of minority and small business opportunities, on or before the beginning of each Fiscal year, the Department's annual list of projects, listing all upcoming projects, estimating the probable monetary value, and stating the projected bid advertisement date.
- (8) Indicate goals for local small businesses in solicitations for contracts that provide opportunities for local small business participation.
- (9) Work with User Departments to monitor contracts to facilitate prompt payments to local small business and to be in compliance with Project Specific Goals and commitments.
- (10) Track and report statistics regarding the effectiveness of the LSBOP, as measured by a review of data indicating prime and subcontractor spending with local small business, as required by the policies and procedures.

Contract Compliance (Post-Award)

- (c) *Methodology for Setting Local Small Business Project Specific Goals.* The Director of minority and small business opportunities in consultation with User Department shall establish a local small business goal for all contracts through rules and guidelines for the implementation of the LSBOP. Such methodology shall take into account the reasonably known availability of subcontracting opportunities that local small businesses can perform on each contract. Local small business goals should be calculated based upon specific contracting, subcontracting, and/or supplier opportunity and the availability of local small business registered in Augusta, Georgia's directory. For federally funded projects, this will be achieved by applying the Federal Guidelines for setting Goals 49 CFR Parts 26-45.
- (d) *Post Contract Award Requirements.* The purpose of this sub-section is to establish requirements for contractor compliance with the LSBOP after a contract has been awarded. This is incorporated into all Augusta, Georgia Contracts for which a local small business goal has been established or negotiated.
- (1) Contractors shall have an affirmative, ongoing obligation to meet or exceed the committed local small business goal for the duration of the contract. The Augusta, Georgia may deem a contractor to be in violation of the LSBOP and in breach of its contract if at any time Augusta, Georgia determines that: (a) The contractor will not meet the committed local small business goals; and (b) the reasons for the contractor's failure are within the contractor's control. For example, if a contractor does not meet the local small business goal because the contractor terminated a local small business without cause or if the contractor caused and local small business to withdraw from the project without justification, then Augusta, Georgia is justified in finding the contractor to be in violation of the LSBOP.
 - (2) Exceptions. A contractor shall not be deemed in violation of this Program for failure to meet the committed local small business goal to the extent such failure is directly attributable to:
 - (i) Augusta, Georgia reducing the scope of a contract so as to eliminate or reduce work that was going to be performed by local small businesses (whether through a change order, contract amendment, force account or otherwise);

- (ii) A local small businesses voluntary withdrawal from the project, if the contract demonstrates that such withdrawal was beyond the contractor's reasonable control, so long as the contractor complied with the Good Faith Efforts to replace the local small business with another local small business; or
 - (iii) Termination or reduction in the work of a local small business, if the contractor demonstrates that such termination was consistent with the terms of this Program, and that the contractor complied with the Good Faith Efforts to replace the local small business with another local small business.
- (3) Contractors have an ongoing, affirmative obligation to ensure that local small businesses performing on the contract are performing a Commercially Useful Function. A contractor shall be in violation of the LSBOP and in breach of its contract if it lists a local small business to receive credit toward a committed local small business goal with knowledge that the local small business will be acting as a conduit or will otherwise not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the contractor will be seeking credit.
- (4) Contractors shall not terminate, replace or reduce the work of a local small business that the contractor has counted toward meeting the committed local small business unless:
 - (i) The local small business refuses to enter into a contract consistent with the local small business' Letter of Intent;
 - (ii) The local small business materially breaches its contract with the contractor;
 - (iii) Augusta, Georgia reduces the contract scope of work so as to eliminate or reduce the work that the local small business was to perform; or
 - (iv) The local small business voluntarily withdraws from the contract for reasons not within the contractor's reasonable control.

- (5) Contractor shall provide the User Department, the Director of minority and small business opportunities and the Procurement Director written notice prior to replacing or terminating a local small business on a contract. The notice shall identify the local small business and the contract; state the reason for the termination or replacement and state the proposed date on which such termination or replacement will occur. Unless the circumstances necessitate immediate termination or replacement, the contractor shall provide such notice to the User Department, and the Director of minority and small business opportunities at least five (5) Business Days before the contractor terminates the local small business. The contractor shall further provide written notice to the local small business stating the reasons for the termination. Unless circumstances dictate otherwise, the contractor shall provide such notice before termination is to occur.
- (6) Good Faith Efforts to replace a local small business to a contract. When a local small business withdraws or is terminated from a contract for any reason, the contractor shall comply with the Good Faith Efforts requirement to replace the departing local small business with another local small business. Likewise, when new opportunities for subcontracting arise on a contract and Augusta, Georgia sets a supplemental local small business goal, the contractors shall comply with the Good Faith Efforts set in an effort to meet the supplemental local small business goal.
- (7) Utilization Reports and Documentation of Payment. Contractors shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.
- (e) *Departmental purchase requirements (small purchases, quotations, or informal bids)*. Subject to the dollar limits set forth under Augusta, Georgia ordinance, departments are authorized to make small purchases using Agency Purchase Orders. Departments shall be directed by Augusta,

(1) Provide a written analysis explaining the reasoning underlying the SBDC or PTAC's determination that the covered concern, along with its affiliates, either does or does not exceed the size standard(s). This analysis must be dated and signed by an SBDC or PTAC business counselor or similarly qualified individual.

(2) Include, as an attachment, a completed copy of an SBA Form 355 for the covered concern and its affiliates.

(3) Include, as an attachment, copies of the evidence (such as payroll records, time sheets, federal income tax returns, etc.) provided by the covered concern to the SBDC or PTAC clearly documenting its annual receipts and/or number of employees as those terms are defined by §§121.104 and 121.106.

(c) *Review.* Unless a referral is made under paragraph (e) of this section, SBA will decide within 10 business days of receiving a small business status advisory opinion to accept or reject it based on its consistency with part 121. SBA will provide written notification of that decision to the SBDC or PTAC that issued the small business status advisory opinion as well as to the covered concern.

(d) *Reliance.* A concern that receives a small business status advisory opinion holding that it does not exceed the applicable size standard(s) may rely upon that determination for purposes of responding to Federal procurement opportunities from the date it is issued unless and until that advisory opinion is rejected by SBA in accordance with paragraph (c) of this section or the concern undergoes a significant change in its ownership, management, or other factors bearing on its status as a small business concern. However, the firm's size may be protested by interested parties in connection with a specific procurement.

(e) *Referral for size determination.* Nothing in this section precludes the Associate General Counsel, Office of Procurement Law from requesting a formal size determination for a concern that is the subject of a small business status advisory opinion pursuant to §121.1001(b)(9).

(f) *Penalties for misrepresentation—(1) Suspension or debarment.* The SBA suspension and debarment official may suspend or debar a person or concern for misrepresenting a concern's size for purposes of obtaining a small business size status advisory opinion pursuant to the procedures set forth in 48 CFR subpart 9.4.

(2) *Civil penalties.* Persons or concerns are subject to severe penalties under the False Claims Act, 31 U.S.C. 3729-3733, and under the Program Fraud Civil Remedies Act, 331 U.S.C. 3801-3812, and any other applicable laws.

(3) *Criminal Penalties.* Persons or concerns are subject to severe criminal penalties for knowingly misrepresenting the small business size status of a concern in connection with procurement programs pursuant to section 16(d) of the Small Business Act, 15 U.S.C. 645(d), as amended, 18 U.S.C. 1001, 18 U.S.C. 287, and any other applicable laws. Persons or concerns are subject to criminal penalties for knowingly making false statements or misrepresentations for the purpose of influencing any actions of SBA pursuant to section 16(a) of the Small Business Act, 15 U.S.C. 645(a), as amended, including failure to correct "continuing representations" that are no longer true.

[80 FR 7536, Feb. 11, 2015]

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§121.110 What must a concern do in order to be identified as a small business concern in any Federal procurement databases?

(a) In order to be identified as a small business concern in the System for Award Management (SAM) database (or any successor thereto), a concern must certify its size in connection with specific size standards at least annually.

(b) If a firm identified as a small business concern in SAM fails to certify its size within one year of a size certification, the firm will not be listed as a small business concern in SAM, unless and until the firm recertifies its size.

[78 FR 38817, June 28, 2013. Redesignated at 80 FR 7536, Feb. 11, 2015.]

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SIZE STANDARDS USED TO DEFINE SMALL BUSINESS CONCERNS

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§121.201 What size standards has SBA identified by North American Industry Classification System codes?

The size standards described in this section apply to all SBA programs unless otherwise specified in this part. The size standards themselves are expressed either in number of employees or annual receipts in millions of dollars, unless otherwise specified. The number of employees or annual receipts indicates the maximum allowed for a concern and its affiliates to be considered small.

SMALL BUSINESS SIZE STANDARDS BY NAICS INDUSTRY

NAICS codes	NAICS U.S. industry title	Size standards in millions of dollars	Size standards in number of employees
Sector 11—Agriculture, Forestry, Fishing and Hunting			
Subsector 111—Crop Production			
111110	Soybean Farming	\$1.0	
111120	Oilseed (except Soybean) Farming	\$1.0	
111130	Dry Pea and Bean Farming	\$1.0	
111140	Wheat Farming	\$1.0	
111150	Corn Farming	\$1.0	
111160	Rice Farming	\$1.0	
111191	Oilseed and Grain Combination Farming	\$1.0	
111199	All Other Grain Farming	\$1.0	
111211	Potato Farming	\$1.0	
111219	Other Vegetable (except Potato) and Melon Farming	\$1.0	
111310	Orange Groves	\$1.0	
111320	Citrus (except Orange) Groves	\$1.0	
111331	Apple Orchards	\$1.0	
111332	Grape Vineyards	\$1.0	
111333	Strawberry Farming	\$1.0	
111334	Berry (except Strawberry) Farming	\$1.0	
111335	Tree Nut Farming	\$1.0	
111336	Fruit and Tree Nut Combination Farming	\$1.0	
111339	Other Noncitrus Fruit Farming	\$1.0	
111411	Mushroom Production	\$1.0	
111419	Other Food Crops Grown Under Cover	\$1.0	
111421	Nursery and Tree Production	\$1.0	
111422	Floriculture Production	\$1.0	
111910	Tobacco Farming	\$1.0	
111920	Cotton Farming	\$1.0	
111930	Sugarcane Farming	\$1.0	
111940	Hay Farming	\$1.0	
111991	Sugar Beet Farming	\$1.0	
111992	Peanut Farming	\$1.0	
111998	All Other Miscellaneous Crop Farming	\$1.0	
Subsector 112—Animal Production and Aquaculture			
112111	Beef Cattle Ranching and Farming	\$1.0	
112112	Cattle Feedlots	\$8.0	
112120	Dairy Cattle and Milk Production	\$1.0	
112210	Hog and Pig Farming	\$1.0	
112310	Chicken Egg Production	\$16.5	
112320	Broilers and Other Meat Type Chicken Production	\$1.0	
112330	Turkey Production	\$1.0	
112340	Poultry Hatcheries	\$1.0	
112390	Other Poultry Production	\$1.0	
112410	Sheep Farming	\$1.0	
112420	Goat Farming	\$1.0	
112511	Finfish Farming and Fish Hatcheries	\$1.0	
112512	Shellfish Farming	\$1.0	
112519	Other Aquaculture	\$1.0	
112910	Apiculture	\$1.0	
112920	Horse and Other Equine Production	\$1.0	
112930	Fur-Bearing Animal and Rabbit Production	\$1.0	
112990	All Other Animal Production	\$1.0	
Subsector 113—Forestry and Logging			
113110	Timber Tract Operations	\$12.0	
113210	Forest Nurseries and Gathering of Forest Products	\$12.0	
113310	Logging		500
Subsector 114—Fishing, Hunting and Trapping			
114111	Finfish Fishing	\$22.0	
114112	Shellfish Fishing	\$6.0	
114119	Other Marine Fishing	\$6.0	
114210	Hunting and Trapping	\$6.0	
Subsector 115—Support Activities for Agriculture and Forestry			
115111	Cotton Ginning	\$12.0	
115112	Soil Preparation, Planting, and Cultivating	\$8.0	
115113	Crop Harvesting, Primarily by Machine	\$8.0	
115114	Postharvest Crop Activities (except Cotton Ginning)	\$30.0	
115115	Farm Labor Contractors and Crew Leaders	\$16.5	
115116	Farm Management Services	\$8.0	
115210	Support Activities for Animal Production	\$8.0	
115310	Support Activities for Forestry	\$8.0	
115310 (Exception 1)	Forest Fire Suppression ¹⁷	\$20.5 ¹⁷	

115310 (Exception 2)	Fuels Management Services ¹⁷		\$20.5 ¹⁷
Sector 21—Mining, Quarrying, and Oil and Gas Extraction			
Subsector 211—Oil and Gas Extraction			
211120	Crude Petroleum Extraction		1,250
211130	Natural Gas Extraction		1,250
Subsector 212—Mining (except Oil and Gas)			
212111	Bituminous Coal and Lignite Surface Mining		1,250
212112	Bituminous Coal Underground Mining		1,500
212113	Anthracite Mining		250
212210	Iron Ore Mining		750
212221	Gold Ore Mining		1,500
212222	Silver Ore Mining		250
212230	Copper, Nickel, Lead, and Zinc Mining		750
212291	Uranium-Radium-Vanadium Ore Mining		250
212299	All Other Metal Ore Mining		750
212311	Dimension Stone Mining and Quarrying		500
212312	Crushed and Broken Limestone Mining and Quarrying		750
212313	Crushed and Broken Granite Mining and Quarrying		750
212319	Other Crushed and Broken Stone Mining and Quarrying		500
212321	Construction Sand and Gravel Mining		500
212322	Industrial Sand Mining		500
212324	Kaolin and Ball Clay Mining		750
212325	Clay and Ceramic and Refractory Minerals Mining		500
212391	Potash, Soda, and Borate Mineral Mining		750
212392	Phosphate Rock Mining		1,000
212393	Other Chemical and Fertilizer Mineral Mining		500
212399	All Other Nonmetallic Mineral Mining		500
Subsector 213—Support Activities for Mining			
213111	Drilling Oil and Gas Wells		1,000
213112	Support Activities for Oil and Gas Operations	\$41.5	
213113	Support Activities for Coal Mining	\$22.0	
213114	Support Activities for Metal Mining	\$22.0	
213115	Support Activities for Nonmetallic Minerals (except Fuels)	\$8.0	
Sector 22—Utilities			
Subsector 221—Utilities			
221111	Hydroelectric Power Generation		500
221112	Fossil Fuel Electric Power Generation		750
221113	Nuclear Electric Power Generation		750
221114	Solar Electric Power Generation		250
221115	Wind Electric Power Generation		250
221116	Geothermal Electric Power Generation		250
221117	Biomass Electric Power Generation		250
221118	Other Electric Power Generation		250
221121	Electric Bulk Power Transmission and Control		500
221122	Electric Power Distribution		1,000
221210	Natural Gas Distribution		1,000
221310	Water Supply and Irrigation Systems	\$30.0	
221320	Sewage Treatment Facilities	\$22.0	
221330	Steam and Air-Conditioning Supply	\$16.5	
Sector 23—Construction			
Subsector 236—Construction of Buildings			
236115	New Single-family Housing Construction (Except For-Sale Builders)	\$39.5	
236116	New Multifamily Housing Construction (except For-Sale Builders)	\$39.5	
236117	New Housing For-Sale Builders	\$39.5	
236118	Residential Remodelers	\$39.5	
236210	Industrial Building Construction	\$39.5	
236220	Commercial and Institutional Building Construction	\$39.5	
Subsector 237—Heavy and Civil Engineering Construction			
237110	Water and Sewer Line and Related Structures Construction	\$39.5	
237120	Oil and Gas Pipeline and Related Structures Construction	\$39.5	
237130	Power and Communication Line and Related Structures Construction	\$39.5	
237210	Land Subdivision	\$30.0	
237310	Highway, Street, and Bridge Construction	\$39.5	
237990	Other Heavy and Civil Engineering Construction	\$39.5	
237900 (Exception)	Dredging and Surface Cleanup Activities ²	\$30.0 ²	
Subsector 238—Specialty Trade Contractors			
238110	Poured Concrete Foundation and Structure Contractors	\$16.5	
238120	Structural Steel and Precast Concrete Contractors	\$16.5	
238130	Framing Contractors	\$16.5	
238140	Masonry Contractors	\$16.5	
238150	Glass and Glazing Contractors	\$16.5	
238160	Roofing Contractors	\$16.5	

238170	Siding Contractors	\$16.5	
238190	Other Foundation, Structure, and Building Exterior Contractors	\$16.5	
238210	Electrical Contractors and Other Wiring Installation Contractors	\$16.5	
238220	Plumbing, Heating, and Air-Conditioning Contractors	\$16.5	
238290	Other Building Equipment Contractors	\$16.5	
238310	Drywall and Insulation Contractors	\$16.5	
238320	Painting and Wall Covering Contractors	\$16.5	
238330	Flooring Contractors	\$16.5	
238340	Tile and Terrazzo Contractors	\$16.5	
238350	Finish Carpentry Contractors	\$16.5	
238390	Other Building Finishing Contractors	\$16.5	
238910	Site Preparation Contractors	\$16.5	
238990	All Other Specialty Trade Contractors	\$16.5	
238990 (Exception)	Building and Property Specialty Trade Services ¹³	\$16.5 ¹³	
Sectors 31-33—Manufacturing			
Subsector 311—Food Manufacturing			
311111	Dog and Cat Food Manufacturing		1,000
311119	Other Animal Food Manufacturing		500
311211	Flour Milling		1,000
311212	Rice Milling		500
311213	Malt Manufacturing		500
311221	Wet Corn Milling		1,250
311224	Soybean and Other Oilseed Processing		1,000
311225	Fats and Oils Refining and Blending		1,000
311230	Breakfast Cereal Manufacturing		1,000
311313	Beet Sugar Manufacturing		750
311314	Cane Sugar Manufacturing		1,000
311340	Nonchocolate Confectionery Manufacturing		1,000
311351	Chocolate and Confectionery Manufacturing from Cacao Beans		1,250
311352	Confectionery Manufacturing from Purchased Chocolate		1,000
311411	Frozen Fruit, Juice, and Vegetable Manufacturing		1,000
311412	Frozen Specialty Food Manufacturing		1,250
311421	Fruit and Vegetable Canning ³		1,000 ³
311422	Specialty Canning		1,250
311423	Dried and Dehydrated Food Manufacturing		750
311511	Fluid Milk Manufacturing		1,000
311512	Creamery Butter Manufacturing		750
311513	Cheese Manufacturing		1,250
311514	Dry, Condensed, and Evaporated Dairy Product Manufacturing		750
311520	Ice Cream and Frozen Dessert Manufacturing		1,000
311611	Animal (except Poultry) Slaughtering		1,000
311612	Meat Processed from Carcasses		1,000
311613	Rendering and Meat Byproduct Processing		750
311615	Poultry Processing		1,250
311710	Seafood Product Preparation and Packaging		750
311811	Retail Bakeries		500
311812	Commercial Bakeries		1,000
311813	Frozen Cakes, Pies, and Other Pastries Manufacturing		750
311821	Cookie and Cracker Manufacturing		1,250
311824	Dry Pasta, Dough, and Flour Mixes Manufacturing from Purchased Flour		750
311830	Tortilla Manufacturing		1,250
311911	Roasted Nuts and Peanut Butter Manufacturing		750
311919	Other Snack Food Manufacturing		1,250
311920	Coffee and Tea Manufacturing		750
311930	Flavoring Syrup and Concentrate Manufacturing		1,000
311941	Mayonnaise, Dressing, and Other Prepared Sauce Manufacturing		750
311942	Spice and Extract Manufacturing		500
311991	Perishable Prepared Food Manufacturing		500
311999	All Other Miscellaneous Food Manufacturing		500
Subsector 312—Beverage and Tobacco Product Manufacturing			
312111	Soft Drink Manufacturing		1,250
312112	Bottled Water Manufacturing		1,000
312113	Ice Manufacturing		750
312120	Breweries		1,250
312130	Wineries		1,000
312140	Distilleries		1,000
312230	Tobacco Manufacturing		1,500
Subsector 313—Textile Mills			
313110	Fiber, Yarn, and Thread Mills		1,250
313210	Broadwoven Fabric Mills		1,000
313220	Narrow Fabric Mills and Schiffli Machine Embroidery		500
313230	Nonwoven Fabric Mills		750

313240	Knit Fabric Mills		500
313310	Textile and Fabric Finishing Mills		1,000
313320	Fabric Coating Mills		1,000
Subsector 314—Textile Product Mills			
314110	Carpet and Rug Mills		1,500
314120	Curtain and Linen Mills		750
314910	Textile Bag and Canvas Mills		500
314994	Rope, Cordage, Twine, Tire Cord, and Tire Fabric Mills		1,000
314999	All Other Miscellaneous Textile Product Mills		500
Subsector 315—Apparel Manufacturing			
315110	Hosiery and Sock Mills		750
315190	Other Apparel Knitting Mills		750
315210	Cut and Sew Apparel Contractors		750
315220	Men's and Boys' Cut and Sew Apparel Manufacturing		750
315240	Women's, Girls', and Infants' Cut and Sew Apparel Manufacturing		750
315280	Other Cut and Sew Apparel Manufacturing		750
315990	Apparel Accessories and Other Apparel Manufacturing		500
Subsector 316—Leather and Allied Product Manufacturing			
316110	Leather and Hide Tanning and Finishing		500
316210	Footwear Manufacturing		1,000
316992	Women's Handbag and Purse Manufacturing		750
316998	All Other Leather Good and Allied Product Manufacturing		500
Subsector 321—Wood Product Manufacturing			
321113	Sawmills		500
321114	Wood Preservation		500
321211	Hardwood Veneer and Plywood Manufacturing		500
321212	Softwood Veneer and Plywood Manufacturing		1,250
321213	Engineered Wood Member (except Truss) Manufacturing		750
321214	Truss Manufacturing		500
321219	Reconstituted Wood Product Manufacturing		750
321911	Wood Window and Door Manufacturing		1,000
321912	Cut Stock, Resawing Lumber, and Planing		500
321918	Other Millwork (including Flooring)		500
321920	Wood Container and Pallet Manufacturing		500
321991	Manufactured Home (Mobile Home) Manufacturing		1,250
321992	Prefabricated Wood Building Manufacturing		500
321999	All Other Miscellaneous Wood Product Manufacturing		500
Subsector 322—Paper Manufacturing			
322110	Pulp Mills		750
322121	Paper (except Newsprint) Mills		1,250
322122	Newsprint Mills		750
322130	Paperboard Mills		1,250
322211	Corrugated and Solid Fiber Box Manufacturing		1,250
322212	Folding Paperboard Box Manufacturing		750
322219	Other Paperboard Container Manufacturing		1,000
322220	Paper Bag and Coated and Treated Paper Manufacturing		750
322230	Stationery Product Manufacturing		750
322291	Sanitary Paper Product Manufacturing		1,500
322299	All Other Converted Paper Product Manufacturing		500
Subsector 323—Printing and Related Support Activities			
323111	Commercial Printing (except Screen and Books)		500
323113	Commercial Screen Printing		500
323117	Books Printing		1,250
323120	Support Activities for Printing		500
Subsector 324—Petroleum and Coal Products Manufacturing			
324110	Petroleum Refineries ⁴		1,500 ⁴
324121	Asphalt Paving Mixture and Block Manufacturing		500
324122	Asphalt Shingle and Coating Materials Manufacturing		750
324191	Petroleum Lubricating Oil and Grease Manufacturing		750
324199	All Other Petroleum and Coal Products Manufacturing		500
Subsector 325—Chemical Manufacturing			
325110	Petrochemical Manufacturing		1,000
325120	Industrial Gas Manufacturing		1,000
325130	Synthetic Dye and Pigment Manufacturing		1,000
325180	Other Basic Inorganic Chemical Manufacturing		1,000
325193	Ethyl Alcohol Manufacturing		1,000
325194	Cyclic Crude, Intermediate, and Gum and Wood Chemical Manufacturing		1,250
325199	All Other Basic Organic Chemical Manufacturing		1,250
325211	Plastics Material and Resin Manufacturing		1,250
325212	Synthetic Rubber Manufacturing		1,000
325220	Artificial and Synthetic Fibers and Filaments Manufacturing		1,000
325311	Nitrogenous Fertilizer Manufacturing		1,000
325312	Phosphatic Fertilizer Manufacturing		750

325314	Fertilizer (Mixing Only) Manufacturing		500
325320	Pesticide and Other Agricultural Chemical Manufacturing		1,000
325411	Medicinal and Botanical Manufacturing		1,000
325412	Pharmaceutical Preparation Manufacturing		1,250
325413	In-Vitro Diagnostic Substance Manufacturing		1,250
325414	Biological Product (except Diagnostic) Manufacturing		1,250
325510	Paint and Coating Manufacturing		1,000
325520	Adhesive Manufacturing		500
325611	Soap and Other Detergent Manufacturing		1,000
325612	Polish and Other Sanitation Good Manufacturing		750
325613	Surface Active Agent Manufacturing		750
325620	Toilet Preparation Manufacturing		1,250
325910	Printing Ink Manufacturing		500
325920	Explosives Manufacturing		750
325991	Custom Compounding of Purchased Resins		500
325992	Photographic Film, Paper, Plate, and Chemical Manufacturing		1,500
325998	All Other Miscellaneous Chemical Product and Preparation Manufacturing		500
Subsector 326—Plastics and Rubber Products Manufacturing			
326111	Plastics Bag and Pouch Manufacturing		750
326112	Plastics Packaging Film and Sheet (including Laminated) Manufacturing		1,000
326113	Unlaminated Plastics Film and Sheet (except Packaging) Manufacturing		750
326121	Unlaminated Plastics Profile Shape Manufacturing		500
326122	Plastics Pipe and Pipe Fitting Manufacturing		750
326130	Laminated Plastics Plate, Sheet (except Packaging), and Shape Manufacturing		500
326140	Polystyrene Foam Product Manufacturing		1,000
326150	Urethane and Other Foam Product (except Polystyrene) Manufacturing		750
326160	Plastics Bottle Manufacturing		1,250
326191	Plastics Plumbing Fixture Manufacturing		750
326199	All Other Plastics Product Manufacturing		750
326211	Tire Manufacturing (except Retreading) ⁵		1,500 ⁵
326212	Tire Retreading		500
326220	Rubber and Plastics Hoses and Belting Manufacturing		750
326291	Rubber Product Manufacturing for Mechanical Use		750
326299	All Other Rubber Product Manufacturing		500
Subsector 327—Nonmetallic Mineral Product Manufacturing			
327110	Pottery, Ceramics, and Plumbing Fixture Manufacturing		1,000
327120	Clay Building Material and Refractories Manufacturing		750
327211	Flat Glass Manufacturing		1,000
327212	Other Pressed and Blown Glass and Glassware Manufacturing		1,250
327213	Glass Container Manufacturing		1,250
327215	Glass Product Manufacturing Made of Purchased Glass		1,000
327310	Cement Manufacturing		1,000
327320	Ready-Mix Concrete Manufacturing		500
327331	Concrete Block and Brick Manufacturing		500
327332	Concrete Pipe Manufacturing		750
327390	Other Concrete Product Manufacturing		500
327410	Lime Manufacturing		750
327420	Gypsum Product Manufacturing		1,500
327910	Abrasive Product Manufacturing		750
327991	Cut Stone and Stone Product Manufacturing		500
327992	Ground or Treated Mineral and Earth Manufacturing		500
327993	Mineral Wool Manufacturing		1,500
327999	All Other Miscellaneous Nonmetallic Mineral Product Manufacturing		500
Subsector 331—Primary Metal Manufacturing			
331110	Iron and Steel Mills and Ferroalloy Manufacturing		1,500
331210	Iron and Steel Pipe and Tube Manufacturing from Purchased Steel		1,000
331221	Rolled Steel Shape Manufacturing		1,000
331222	Steel Wire Drawing		1,000
331313	Alumina Refining and Primary Aluminum Production		1,000
331314	Secondary Smelting and Alloying of Aluminum		750
331315	Aluminum Sheet, Plate, and Foil Manufacturing		1,250
331318	Other Aluminum Rolling, Drawing, and Extruding		750
331410	Nonferrous Metal (except Aluminum) Smelting and Refining		1,000
331420	Copper Rolling, Drawing, Extruding, and Alloying		1,000
331491	Nonferrous Metal (except Copper and Aluminum) Rolling, Drawing and Extruding		750
331492	Secondary Smelting, Refining, and Alloying of Nonferrous Metal (except Copper and Aluminum)		750
331511	Iron Foundries		1,000
331512	Steel Investment Foundries		1,000
331513	Steel Foundries (except Investment)		500
331523	Nonferrous Metal Die-Casting Foundries		500
331524	Aluminum Foundries (except Die-Casting)		500
331529	Other Nonferrous Metal Foundries (except Die-Casting)		500

Subsector 332—Fabricated Metal Product Manufacturing			
332111	Iron and Steel Forging		750
332112	Nonferrous Forging		750
332114	Custom Roll Forming		500
332117	Powder Metallurgy Part Manufacturing		500
332119	Metal Crown, Closure, and Other Metal Stamping (except Automotive)		500
332215	Metal Kitchen Cookware, Utensil, Cutlery, and Flatware (except Precious) Manufacturing		750
332216	Saw Blade and Handtool Manufacturing		750
332311	Prefabricated Metal Building and Component Manufacturing		750
332312	Fabricated Structural Metal Manufacturing		500
332313	Plate Work Manufacturing		750
332321	Metal Window and Door Manufacturing		750
332322	Sheet Metal Work Manufacturing		500
332323	Ornamental and Architectural Metal Work Manufacturing		500
332410	Power Boiler and Heat Exchanger Manufacturing		750
332420	Metal Tank (Heavy Gauge) Manufacturing		750
332431	Metal Can Manufacturing		1,500
332439	Other Metal Container Manufacturing		500
332510	Hardware Manufacturing		750
332613	Spring Manufacturing		500
332618	Other Fabricated Wire Product Manufacturing		500
332710	Machine Shops		500
332721	Precision Turned Product Manufacturing		500
332722	Bolt, Nut, Screw, Rivet and Washer Manufacturing		500
332811	Metal Heat Treating		750
332812	Metal Coating, Engraving (except Jewelry and Silverware), and Allied Services to Manufacturers		500
332813	Electroplating, Plating, Polishing, Anodizing and Coloring		500
332911	Industrial Valve Manufacturing		750
332912	Fluid Power Valve and Hose Fitting Manufacturing		1,000
332913	Plumbing Fixture Fitting and Trim Manufacturing		1,000
332919	Other Metal Valve and Pipe Fitting Manufacturing		750
332991	Ball and Roller Bearing Manufacturing		1,250
332992	Small Arms Ammunition Manufacturing		1,250
332993	Ammunition (except Small Arms) Manufacturing		1,500
332994	Small Arms, Ordnance, and Ordnance Accessories Manufacturing		1,000
332996	Fabricated Pipe and Pipe Fitting Manufacturing		500
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing		750
Subsector 333—Machinery Manufacturing ⁶			
333111	Farm Machinery and Equipment Manufacturing		1,250
333112	Lawn and Garden Tractor and Home Lawn and Garden Equipment Manufacturing		1,500
333120	Construction Machinery Manufacturing		1,250
333131	Mining Machinery and Equipment Manufacturing		500
333132	Oil and Gas Field Machinery and Equipment Manufacturing		1,250
333241	Food Product Machinery Manufacturing		500
333242	Semiconductor Machinery Manufacturing		1,500
333243	Sawmill, Woodworking, and Paper Machinery Manufacturing		500
333244	Printing Machinery and Equipment Manufacturing		750
333249	Other Industrial Machinery Manufacturing		500
333314	Optical Instrument and Lens Manufacturing		500
333316	Photographic and Photocopying Equipment Manufacturing		1,000
333318	Other Commercial and Service Industry Machinery Manufacturing		1,000
333413	Industrial and Commercial Fan and Blower and Air Purification Equipment Manufacturing		500
333414	Heating Equipment (except Warm Air Furnaces) Manufacturing		500
333415	Air-Conditioning and Warm Air Heating Equipment and Commercial and Industrial Refrigeration Equipment Manufacturing		1,250
333511	Industrial Mold Manufacturing		500
333514	Special Die and Tool, Die Set, Jig and Fixture Manufacturing		500
333515	Cutting Tool and Machine Tool Accessory Manufacturing		500
333517	Machine Tool Manufacturing		500
333519	Rolling Mill and Other Metalworking Machinery Manufacturing		500
333611	Turbine and Turbine Generator Set Units Manufacturing		1,500
333612	Speed Changer, Industrial High-Speed Drive, and Gear Manufacturing		750
333613	Mechanical Power Transmission Equipment Manufacturing		750
333618	Other Engine Equipment Manufacturing		1,500
333912	Air and Gas Compressor Manufacturing		1,000
333914	Measuring, Dispensing, and Other Pumping Equipment Manufacturing		750
333921	Elevator and Moving Stairway Manufacturing		1,000
333922	Conveyor and Conveying Equipment Manufacturing		500
333923	Overhead Traveling Crane, Hoist, and Monorail System Manufacturing		1,250

333924	Industrial Truck, Tractor, Trailer and Stacker Machinery Manufacturing	750
333991	Power-Driven Hand Tool Manufacturing	500
333992	Welding and Soldering Equipment Manufacturing	1,250
333993	Packaging Machinery Manufacturing	500
333994	Industrial Process Furnace and Oven Manufacturing	500
333995	Fluid Power Cylinder and Actuator Manufacturing	750
333996	Fluid Power Pump and Motor Manufacturing	1,250
333997	Scale and Balance Manufacturing	500
333999	All Other Miscellaneous General Purpose Machinery Manufacturing	500
Subsector 334—Computer and Electronic Product Manufacturing⁶		
334111	Electronic Computer Manufacturing	1,250
334112	Computer Storage Device Manufacturing	1,250
334118	Computer Terminal and Other Computer Peripheral Equipment Manufacturing	1,000
334210	Telephone Apparatus Manufacturing	1,250
334220	Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing	1,250
334290	Other Communications Equipment Manufacturing	750
334310	Audio and Video Equipment Manufacturing	750
334412	Bare Printed Circuit Board Manufacturing	750
334413	Semiconductor and Related Device Manufacturing	1,250
334416	Capacitor, Resistor, Coil, Transformer, and Other Inductor Manufacturing	500
334417	Electronic Connector Manufacturing	1,000
334418	Printed Circuit Assembly (Electronic Assembly) Manufacturing	750
334419	Other Electronic Component Manufacturing	750
334510	Electromedical and Electrotherapeutic Apparatus Manufacturing	1,250
334511	Search, Detection, Navigation, Guidance, Aeronautical, and Nautical System and Instrument Manufacturing	1,250
334512	Automatic Environmental Control Manufacturing for Residential, Commercial and Appliance Use	500
334513	Instruments and Related Products Manufacturing for Measuring, Displaying, and Controlling Industrial Process Variables	750
334514	Totalizing Fluid Meter and Counting Device Manufacturing	750
334515	Instrument Manufacturing for Measuring and Testing Electricity and Electrical Signals	750
334516	Analytical Laboratory Instrument Manufacturing	1,000
334517	Irradiation Apparatus Manufacturing	1,000
334519	Other Measuring and Controlling Device Manufacturing	500
334613	Blank Magnetic and Optical Recording Media Manufacturing	1,000
334614	Software and Other Prerecorded Compact Disc, Tape, and Record Reproducing	1,250
Subsector 335—Electrical Equipment, Appliance and Component Manufacturing⁶		
335110	Electric Lamp Bulb and Part Manufacturing	1,250
335121	Residential Electric Lighting Fixture Manufacturing	750
335122	Commercial, Industrial and Institutional Electric Lighting Fixture Manufacturing	500
335129	Other Lighting Equipment Manufacturing	500
335210	Small Electrical Appliance Manufacturing	1,500
335220	Major Household Appliance Manufacturing	1,500
335311	Power, Distribution and Specialty Transformer Manufacturing	750
335312	Motor and Generator Manufacturing	1,250
335313	Switchgear and Switchboard Apparatus Manufacturing	1,250
335314	Relay and Industrial Control Manufacturing	750
335911	Storage Battery Manufacturing	1,250
335912	Primary Battery Manufacturing	1,000
335921	Fiber Optic Cable Manufacturing	1,000
335929	Other Communication and Energy Wire Manufacturing	1,000
335931	Current-Carrying Wiring Device Manufacturing	500
335932	Noncurrent-Carrying Wiring Device Manufacturing	1,000
335991	Carbon and Graphite Product Manufacturing	750
335999	All Other Miscellaneous Electrical Equipment and Component Manufacturing	500
Subsector 336—Transportation Equipment Manufacturing⁶		
336111	Automobile Manufacturing	1,500
336112	Light Truck and Utility Vehicle Manufacturing	1,500
336120	Heavy Duty Truck Manufacturing	1,500
336211	Motor Vehicle Body Manufacturing	1,000
336212	Truck Trailer Manufacturing	1,000
336213	Motor Home Manufacturing	1,250
336214	Travel Trailer and Camper Manufacturing	1,000
336310	Motor Vehicle Gasoline Engine and Engine Parts Manufacturing	1,000
336320	Motor Vehicle Electrical and Electronic Equipment Manufacturing	1,000
336330	Motor Vehicle Steering and Suspension Components (except Spring) Manufacturing	1,000
336340	Motor Vehicle Brake System Manufacturing	1,250
336350	Motor Vehicle Transmission and Power Train Parts Manufacturing	1,500
336360	Motor Vehicle Seating and Interior Trim Manufacturing	1,500

336370	Motor Vehicle Metal Stamping		1,000
336390	Other Motor Vehicle Parts Manufacturing		1,000
336411	Aircraft Manufacturing		1,500
336412	Aircraft Engine and Engine Parts Manufacturing		1,500
336413	Other Aircraft Parts and Auxiliary Equipment Manufacturing ⁷		1,250 ⁷
336414	Guided Missile and Space Vehicle Manufacturing		1,250
336415	Guided Missile and Space Vehicle Propulsion Unit and Propulsion Unit Parts Manufacturing		1,250
336419	Other Guided Missile and Space Vehicle Parts and Auxiliary Equipment Manufacturing		1,000
336510	Railroad Rolling Stock Manufacturing		1,500
336611	Ship Building and Repairing		1,250
336612	Boat Building		1,000
336991	Motorcycle, Bicycle, and Parts Manufacturing		1,000
336992	Military Armored Vehicle, Tank, and Tank Component Manufacturing		1,500
336999	All Other Transportation Equipment Manufacturing		1,000
Subsector 337—Furniture and Related Product Manufacturing			
337110	Wood Kitchen Cabinet and Countertop Manufacturing		750
337121	Upholstered Household Furniture Manufacturing		1,000
337122	Nonupholstered Wood Household Furniture Manufacturing		750
337124	Metal Household Furniture Manufacturing		750
337125	Household Furniture (except Wood and Metal) Manufacturing		750
337127	Institutional Furniture Manufacturing		500
337211	Wood Office Furniture Manufacturing		1,000
337212	Custom Architectural Woodwork and Millwork Manufacturing		500
337214	Office Furniture (except Wood) Manufacturing		1,000
337215	Showcase, Partition, Shelving, and Locker Manufacturing		500
337910	Mattress Manufacturing		1,000
337920	Blind and Shade Manufacturing		1,000
Subsector 339—Miscellaneous Manufacturing			
339112	Surgical and Medical Instrument Manufacturing		1,000
339113	Surgical Appliance and Supplies Manufacturing		750
339114	Dental Equipment and Supplies Manufacturing		750
339115	Ophthalmic Goods Manufacturing		1,000
339116	Dental Laboratories		500
339910	Jewelry and Silverware Manufacturing		500
339920	Sporting and Athletic Goods Manufacturing		750
339930	Doll, Toy, and Game Manufacturing		500
339940	Office Supplies (except Paper) Manufacturing		750
339950	Sign Manufacturing		500
339991	Gasket, Packing, and Sealing Device Manufacturing		500
339992	Musical Instrument Manufacturing		1,000
339993	Fastener, Button, Needle, and Pin Manufacturing		750
339994	Broom, Brush and Mop Manufacturing		500
339995	Burial Casket Manufacturing		1,000
339999	All Other Miscellaneous Manufacturing		500
Sector 42—Wholesale Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal Government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 423—Merchant Wholesalers, Durable Goods			
423110	Automobile and Other Motor Vehicle Merchant Wholesalers		250
423120	Motor Vehicle Supplies and New Parts Merchant Wholesalers		200
423130	Tire and Tube Merchant Wholesalers		200
423140	Motor Vehicle Parts (Used) Merchant Wholesalers		100
423210	Furniture Merchant Wholesalers		100
423220	Home Furnishing Merchant Wholesalers		100
423310	Lumber, Plywood, Millwork, and Wood Panel Merchant Wholesalers		150
423320	Brick, Stone, and Related Construction Material Merchant Wholesalers		150
423330	Roofing, Siding, and Insulation Material Merchant Wholesalers		200
423390	Other Construction Material Merchant Wholesalers		100
423410	Photographic Equipment and Supplies Merchant Wholesalers		200
423420	Office Equipment Merchant Wholesalers		200
423430	Computer and Computer Peripheral Equipment and Software Merchant Wholesalers		250
423440	Other Commercial Equipment Merchant Wholesalers		100
423450	Medical, Dental, and Hospital Equipment and Supplies Merchant Wholesalers		200
423460	Ophthalmic Goods Merchant Wholesalers		150
423490	Other Professional Equipment and Supplies Merchant Wholesalers		150
423510	Metal Service Centers and Other Metal Merchant Wholesalers		200
423520	Coal and Other Mineral and Ore Merchant Wholesalers		100
423610	Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers		200

423620	Household Appliances, Electric Housewares, and Consumer Electronics Merchant Wholesalers		200
423690	Other Electronic Parts and Equipment Merchant Wholesalers		250
423710	Hardware Merchant Wholesalers		150
423720	Plumbing and Heating Equipment and Supplies (Hydronics) Merchant Wholesalers		200
423730	Warm Air Heating and Air-Conditioning Equipment and Supplies Merchant Wholesalers		150
423740	Refrigeration Equipment and Supplies Merchant Wholesalers		100
423810	Construction and Mining (except Oil Well) Machinery and Equipment Merchant Wholesalers		250
423820	Farm and Garden Machinery and Equipment Merchant Wholesalers		100
423830	Industrial Machinery and Equipment Merchant Wholesalers		100
423840	Industrial Supplies Merchant Wholesalers		100
423850	Service Establishment Equipment and Supplies Merchant Wholesalers		100
423860	Transportation Equipment and Supplies (except Motor Vehicle) Merchant Wholesalers		150
423910	Sporting and Recreational Goods and Supplies Merchant Wholesalers		100
423920	Toy and Hobby Goods and Supplies Merchant Wholesalers		150
423930	Recyclable Material Merchant Wholesalers		100
423940	Jewelry, Watch, Precious Stone, and Precious Metal Merchant Wholesalers		100
423990	Other Miscellaneous Durable Goods Merchant Wholesalers		100
Subsector 424—Merchant Wholesalers, Nondurable Goods			
424110	Printing and Writing Paper Merchant Wholesalers		200
424120	Stationery and Office Supplies Merchant Wholesalers		150
424130	Industrial and Personal Service Paper Merchant Wholesalers		150
424210	Drugs and Druggists' Sundries Merchant Wholesalers		250
424310	Piece Goods, Notions, and Other Dry Goods Merchant Wholesalers		100
424320	Men's and Boys' Clothing and Furnishings Merchant Wholesalers		150
424330	Women's, Children's, and Infants' Clothing and Accessories Merchant Wholesalers		100
424340	Footwear Merchant Wholesalers		200
424410	General Line Grocery Merchant Wholesalers		250
424420	Packaged Frozen Food Merchant Wholesalers		200
424430	Dairy Product (except Dried or Canned) Merchant Wholesalers		200
424440	Poultry and Poultry Product Merchant Wholesalers		150
424450	Confectionery Merchant Wholesalers		200
424460	Fish and Seafood Merchant Wholesalers		100
424470	Meat and Meat Product Merchant Wholesalers		150
424480	Fresh Fruit and Vegetable Merchant Wholesalers		100
424490	Other Grocery and Related Products Merchant Wholesalers		250
424510	Grain and Field Bean Merchant Wholesalers		200
424520	Livestock Merchant Wholesalers		100
424590	Other Farm Product Raw Material Merchant Wholesalers		100
424610	Plastics Materials and Basic Forms and Shapes Merchant Wholesalers		150
424690	Other Chemical and Allied Products Merchant Wholesalers		150
424710	Petroleum Bulk Stations and Terminals		200
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)		200
424810	Beer and Ale Merchant Wholesalers		200
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers		250
424910	Farm Supplies Merchant Wholesalers		200
424920	Book, Periodical, and Newspaper Merchant Wholesalers		200
424930	Flower, Nursery Stock, and Florists' Supplies Merchant Wholesalers		100
424940	Tobacco and Tobacco Product Merchant Wholesalers		250
424950	Paint, Varnish, and Supplies Merchant Wholesalers		150
424990	Other Miscellaneous Nondurable Goods Merchant Wholesalers		100
Subsector 425—Wholesale Electronic Markets and Agents and Brokers			
425110	Business to Business Electronic Markets		100
425120	Wholesale Trade Agents and Brokers		100
Sector 44-45—Retail Trade			
(These NAICS codes shall not be used to classify Government acquisitions for supplies. They also shall not be used by Federal Government contractors when subcontracting for the acquisition for supplies. The applicable manufacturing NAICS code shall be used to classify acquisitions for supplies. A Wholesale Trade or Retail Trade business concern submitting an offer or a quote on a supply acquisition is categorized as a nonmanufacturer and deemed small if it has 500 or fewer employees and meets the requirements of 13 CFR 121.406.)			
Subsector 441—Motor Vehicle and Parts Dealers			
441110	New Car Dealers		200
441120	Used Car Dealers	\$27.0	
441210	Recreational Vehicle Dealers	\$35.0	
441222	Boat Dealers	\$35.0	
441228	Motorcycle, ATV, and All Other Motor Vehicle Dealers	\$35.0	
441310	Automotive Parts and Accessories Stores	\$16.5	
441320	Tire Dealers	\$16.5	
Subsector 442—Furniture and Home Furnishings Stores			

442110	Furniture Stores	\$22.0	
442210	Floor Covering Stores	\$8.0	
442291	Window Treatment Stores	\$8.0	
442299	All Other Home Furnishings Stores	\$22.0	
Subsector 443—Electronics and Appliance Stores			
443141	Household Appliance Stores	\$12.0	
443142	Electronics Stores	\$35.0	
Subsector 444—Building Material and Garden Equipment and Supplies Dealers			
444110	Home Centers	\$41.5	
444120	Paint and Wallpaper Stores	\$30.0	
444130	Hardware Stores	\$8.0	
444190	Other Building Material Dealers	\$22.0	
444210	Outdoor Power Equipment Stores	\$8.0	
444220	Nursery and Garden Centers	\$12.0	
Subsector 445—Food and Beverage Stores			
445110	Supermarkets and Other Grocery (except Convenience) Stores	\$35.0	
445120	Convenience Stores	\$32.0	
445210	Meat Markets	\$8.0	
445220	Fish and Seafood Markets	\$8.0	
445230	Fruit and Vegetable Markets	\$8.0	
445291	Baked Goods Stores	\$8.0	
445292	Confectionery and Nut Stores	\$8.0	
445299	All Other Specialty Food Stores	\$8.0	
445310	Beer, Wine and Liquor Stores	\$8.0	
Subsector 446—Health and Personal Care Stores			
446110	Pharmacies and Drug Stores	\$30.0	
446120	Cosmetics, Beauty Supplies and Perfume Stores	\$30.0	
446130	Optical Goods Stores	\$22.0	
446191	Food (Health) Supplement Stores	\$16.5	
446199	All Other Health and Personal Care Stores	\$8.0	
Subsector 447—Gasoline Stations			
447110	Gasoline Stations with Convenience Stores	\$32.0	
447190	Other Gasoline Stations	\$16.5	
Subsector 448—Clothing and Clothing Accessories Stores			
448110	Men's Clothing Stores	\$12.0	
448120	Women's Clothing Stores	\$30.0	
448130	Children's and Infants' Clothing Stores	\$35.0	
448140	Family Clothing Stores	\$41.5	
448150	Clothing Accessories Stores	\$16.5	
448190	Other Clothing Stores	\$22.0	
448210	Shoe Stores	\$30.0	
448310	Jewelry Stores	\$16.5	
448320	Luggage and Leather Goods Stores	\$30.0	
Subsector 451—Sporting Good, Hobby, Book and Music Stores			
451110	Sporting Goods Stores	\$16.5	
451120	Hobby, Toy and Game Stores	\$30.0	
451130	Sewing, Needlework and Piece Goods Stores	\$30.0	
451140	Musical Instrument and Supplies Stores	\$12.0	
451211	Book Stores	\$30.0	
451212	News Dealers and Newsstands	\$8.0	
Subsector 452—General Merchandise Stores			
452210	Department Stores	\$35.0	
452311	Warehouse Clubs and Superstores	\$32.0	
452319	All Other General Merchandise Stores	\$35.0	
Subsector 453—Miscellaneous Store Retailers			
453110	Florists	\$8.0	
453210	Office Supplies and Stationery Stores	\$35.0	
453220	Gift, Novelty and Souvenir Stores	\$8.0	
453310	Used Merchandise Stores	\$8.0	
453910	Pet and Pet Supplies Stores	\$22.0	
453920	Art Dealers	\$8.0	
453930	Manufactured (Mobile) Home Dealers	\$16.5	
453991	Tobacco Stores	\$8.0	
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)	\$8.0	
Subsector 454—Nonstore Retailers			
454110	Electronic Shopping and Mail-Order Houses	\$41.5	
454210	Vending Machine Operators	\$12.0	
454310	Fuel Dealers		100
454390	Other Direct Selling Establishments	\$8.0	
Sectors 48-49—Transportation and Warehousing			
Subsector 481—Air Transportation			
481111	Scheduled Passenger Air Transportation		1,500
481112	Scheduled Freight Air Transportation		1,500

481211	Nonscheduled Chartered Passenger Air Transportation		1,500
481212	Nonscheduled Chartered Freight Air Transportation		1,500
481219	Other Nonscheduled Air Transportation	\$16.5	
Subsector 482—Rail Transportation			
482111	Line-Haul Railroads		1,500
482112	Short Line Railroads		1,500
Subsector 483—Water Transportation			
483111	Deep Sea Freight Transportation		500
483112	Deep Sea Passenger Transportation		1,500
483113	Coastal and Great Lakes Freight Transportation		750
483114	Coastal and Great Lakes Passenger Transportation		500
483211	Inland Water Freight Transportation		750
483212	Inland Water Passenger Transportation		500
Subsector 484—Truck Transportation			
484110	General Freight Trucking, Local	\$30.0	
484121	General Freight Trucking, Long-Distance, Truckload	\$30.0	
484122	General Freight Trucking, Long-Distance, Less Than Truckload	\$30.0	
484210	Used Household and Office Goods Moving	\$30.0	
484220	Specialized Freight (except Used Goods) Trucking, Local	\$30.0	
484230	Specialized Freight (except Used Goods) Trucking, Long-Distance	\$30.0	
Subsector 485—Transit and Ground Passenger Transportation			
485111	Mixed Mode Transit Systems	\$16.5	
485112	Commuter Rail Systems	\$16.5	
485113	Bus and Other Motor Vehicle Transit Systems	\$16.5	
485119	Other Urban Transit Systems	\$16.5	
485210	Interurban and Rural Bus Transportation	\$16.5	
485310	Taxi Service	\$16.5	
485320	Limousine Service	\$16.5	
485410	School and Employee Bus Transportation	\$16.5	
485510	Charter Bus Industry	\$16.5	
485991	Special Needs Transportation	\$16.5	
485999	All Other Transit and Ground Passenger Transportation	\$16.5	
Subsector 486—Pipeline Transportation			
486110	Pipeline Transportation of Crude Oil		1,500
486210	Pipeline Transportation of Natural Gas	\$30.0	
486910	Pipeline Transportation of Refined Petroleum Products		1,500
486990	All Other Pipeline Transportation	\$40.5	
Subsector 487—Scenic and Sightseeing Transportation			
487110	Scenic and Sightseeing Transportation, Land	\$8.0	
487210	Scenic and Sightseeing Transportation, Water	\$8.0	
487990	Scenic and Sightseeing Transportation, Other	\$8.0	
Subsector 488—Support Activities for Transportation			
488111	Air Traffic Control	\$35.0	
488119	Other Airport Operations	\$35.0	
488190	Other Support Activities for Air Transportation	\$35.0	
488210	Support Activities for Rail Transportation	\$16.5	
488310	Port and Harbor Operations	\$41.5	
488320	Marine Cargo Handling	\$41.5	
488330	Navigational Services to Shipping	\$41.5	
488390	Other Support Activities for Water Transportation	\$41.5	
488410	Motor Vehicle Towing	\$8.0	
488490	Other Support Activities for Road Transportation	\$8.0	
488510	Freight Transportation Arrangement ¹⁰	\$16.5 ¹⁰	
488510 (Exception)	Non-Vessel Owning Common Carriers and Household Goods Forwarders	\$30.0	
488991	Packing and Crating	\$30.0	
488999	All Other Support Activities for Transportation	\$8.0	
Subsector 491—Postal Service			
491110	Postal Service	\$8.0	
Subsector 492—Couriers and Messengers			
492110	Couriers and Express Delivery Services		1,500
492210	Local Messengers and Local Delivery	\$30.0	
Subsector 493—Warehousing and Storage			
493110	General Warehousing and Storage	\$30.0	
493120	Refrigerated Warehousing and Storage	\$30.0	
493130	Farm Product Warehousing and Storage	\$30.0	
493190	Other Warehousing and Storage	\$30.0	
Sector 51—Information			
Subsector 511—Publishing Industries (except Internet)			
511110	Newspaper Publishers		1,000
511120	Periodical Publishers		1,000
511130	Book Publishers		1,000
511140	Directory and Mailing List Publishers		1,250
511191	Greeting Card Publishers		1,500

511199	All Other Publishers			500
511210	Software Publishers ²⁰		\$41.5 ²⁰	
Subsector 512—Motion Picture and Sound Recording Industries				
512110	Motion Picture and Video Production		\$35.0	
512120	Motion Picture and Video Distribution		\$34.5	
512131	Motion Picture Theaters (except Drive-Ins)		\$41.5	
512132	Drive-In Motion Picture Theaters		\$8.0	
512191	Teleproduction and Other Postproduction Services		\$34.5	
512199	Other Motion Picture and Video Industries		\$22.0	
512230	Music Publishers			750
512240	Sound Recording Studios		\$8.0	
512250	Record Production and Distribution			250
512290	Other Sound Recording Industries		\$12.0	
Subsector 515—Broadcasting (except Internet)				
515111	Radio Networks		\$35.0	
515112	Radio Stations		\$41.5	
515120	Television Broadcasting		\$41.5	
515210	Cable and Other Subscription Programming		\$41.5	
Subsector 517—Telecommunications				
517311	Wired Telecommunications Carriers			1,500
517312	Wireless Telecommunications Carriers (except Satellite)			1,500
517410	Satellite Telecommunications		\$35.0	
517911	Telecommunications Resellers			1,500
517919	All Other Telecommunications		\$35.0	
Subsector 518—Data Processing, Hosting, and Related Services				
518210	Data Processing, Hosting, and Related Services		\$35.0	
Subsector 519—Other Information Services				
519110	News Syndicates		\$30.0	
519120	Libraries and Archives		\$16.5	
519130	Internet Publishing and Broadcasting and Web Search Portals			1,000
519190	All Other Information Services		\$30.0	
Sector 52—Finance and Insurance				
Subsector 522—Credit Intermediation and Related Activities				
522110	Commercial Banking ⁸		\$600 million in assets ⁸	
522120	Savings Institutions ⁸		\$600 million in assets ⁸	
522130	Credit Unions ⁸		\$600 million in assets ⁸	
522190	Other Depository Credit Intermediation ⁸		\$600 million in assets ⁸	
522210	Credit Card Issuing ⁸		\$600 million in assets ⁸	
522220	Sales Financing		\$41.5	
522291	Consumer Lending		\$41.5	
522292	Real Estate Credit		\$41.5	
522293	International Trade Financing		\$41.5	
522294	Secondary Market Financing		\$41.5	
522298	All Other Nondepository Credit Intermediation		\$41.5	
522310	Mortgage and Nonmortgage Loan Brokers		\$8.0	
522320	Financial Transactions Processing, Reserve, and Clearinghouse Activities		\$41.5	
522390	Other Activities Related to Credit Intermediation		\$22.0	
Subsector 523—Securities, Commodity Contracts, and Other Financial Investments and Related Activities				
523110	Investment Banking and Securities Dealing		\$41.5	
523120	Securities Brokerage		\$41.5	
523130	Commodity Contracts Dealing		\$41.5	
523140	Commodity Contracts Brokerage		\$41.5	
523210	Securities and Commodity Exchanges		\$41.5	
523910	Miscellaneous Intermediation		\$41.5	
523920	Portfolio Management		\$41.5	
523930	Investment Advice		\$41.5	
523991	Trust, Fiduciary and Custody Activities		\$41.5	
523999	Miscellaneous Financial Investment Activities		\$41.5	
Subsector 524—Insurance Carriers and Related Activities				
524113	Direct Life Insurance Carriers		\$41.5	
524114	Direct Health and Medical Insurance Carriers		\$41.5	
524126	Direct Property and Casualty Insurance Carriers			1,500
524127	Direct Title Insurance Carriers		\$41.5	
524128	Other Direct Insurance (except Life, Health and Medical) Carriers		\$41.5	
524130	Reinsurance Carriers		\$41.5	
524210	Insurance Agencies and Brokerages		\$8.0	
524291	Claims Adjusting		\$22.0	
524292	Third Party Administration of Insurance and Pension Funds		\$35.0	
524298	All Other Insurance Related Activities		\$16.5	
Subsector 525—Funds, Trusts and Other Financial Vehicles				
525110	Pension Funds		\$35.0	
525120	Health and Welfare Funds		\$35.0	

525190	Other Insurance Funds	\$35.0	
525910	Open-End Investment Funds	\$35.0	
525920	Trusts, Estates, and Agency Accounts	\$35.0	
525990	Other Financial Vehicles	\$35.0	
Sector 53—Real Estate and Rental and Leasing			
Subsector 531—Real Estate			
531110	Lessors of Residential Buildings and Dwellings ⁹	\$30.0 ⁹	
531120	Lessors of Nonresidential Buildings (except Miniwarehouses) ⁹	\$30.0 ⁹	
531130	Lessors of Miniwarehouses and Self-Storage Units ⁹	\$30.0 ⁹	
531190	Lessors of Other Real Estate Property ⁹	\$30.0 ⁹	
531210	Offices of Real Estate Agents and Brokers ¹⁰	\$8.0 ¹⁰	
531311	Residential Property Managers	\$8.0	
531312	Nonresidential Property Managers	\$8.0	
531320	Offices of Real Estate Appraisers	\$8.0	
531390	Other Activities Related to Real Estate	\$8.0	
Subsector 532—Rental and Leasing Services			
532111	Passenger Car Rental	\$41.5	
532112	Passenger Car Leasing	\$41.5	
532120	Truck, Utility Trailer, and RV (Recreational Vehicle) Rental and Leasing	\$41.5	
532210	Consumer Electronics and Appliances Rental	\$41.5	
532281	Formal Wear and Costume Rental	\$22.0	
532282	Video Tape and Disc Rental	\$30.0	
532283	Home Health Equipment Rental	\$35.0	
532284	Recreational Goods Rental	\$8.0	
532289	All Other Consumer Goods Rental	\$8.0	
532310	General Rental Centers	\$8.0	
532411	Commercial Air, Rail, and Water Transportation Equipment Rental and Leasing	\$35.0	
532412	Construction, Mining and Forestry Machinery and Equipment Rental and Leasing	\$35.0	
532420	Office Machinery and Equipment Rental and Leasing	\$35.0	
532490	Other Commercial and Industrial Machinery and Equipment Rental and Leasing	\$35.0	
Subsector 533—Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)			
533110	Lessors of Nonfinancial Intangible Assets (except Copyrighted Works)	\$41.5	
Sector 54—Professional, Scientific and Technical Services			
Subsector 541—Professional, Scientific and Technical Services			
541110	Offices of Lawyers	\$12.0	
541191	Title Abstract and Settlement Offices	\$12.0	
541199	All Other Legal Services	\$12.0	
541211	Offices of Certified Public Accountants	\$22.0	
541213	Tax Preparation Services	\$22.0	
541214	Payroll Services	\$22.0	
541219	Other Accounting Services	\$22.0	
541310	Architectural Services	\$8.0	
541320	Landscape Architectural Services	\$8.0	
541330	Engineering Services	\$16.5	
541330 (Exception 1)	Military and Aerospace Equipment and Military Weapons	\$41.5	
541330 (Exception 2)	Contracts and Subcontracts for Engineering Services Awarded Under the National Energy Policy Act of 1992	\$41.5	
541330 (Exception 3)	Marine Engineering and Naval Architecture	\$41.5	
541340	Drafting Services	\$8.0	
541350	Building Inspection Services	\$8.0	
541360	Geophysical Surveying and Mapping Services	\$16.5	
541370	Surveying and Mapping (except Geophysical) Services	\$16.5	
541380	Testing Laboratories	\$16.5	
541410	Interior Design Services	\$8.0	
541420	Industrial Design Services	\$8.0	
541430	Graphic Design Services	\$8.0	
541490	Other Specialized Design Services	\$8.0	
541511	Custom Computer Programming Services	\$30.0	
541512	Computer Systems Design Services	\$30.0	
541513	Computer Facilities Management Services	\$30.0	
541519	Other Computer Related Services	\$30.0	
541519 (Exception)	Information Technology Value Added Resellers ¹⁸		150 ¹⁸
541611	Administrative Management and General Management Consulting Services	\$16.5	
541612	Human Resources Consulting Services	\$16.5	
541613	Marketing Consulting Services	\$16.5	
541614	Process, Physical Distribution and Logistics Consulting Services	\$16.5	
541618	Other Management Consulting Services	\$16.5	
541620	Environmental Consulting Services	\$16.5	
541690	Other Scientific and Technical Consulting Services	\$16.5	
541713	Research and Technology in Nanotechnology ¹¹		1,000 ¹¹

541714	Research and Technology in Biotechnology (except Nanobiotechnology) ¹¹		1,000 ¹¹
541715	Research and Development in the Physical, Engineering, and Life Sciences (except Nanotechnology and Biotechnology) ¹¹		1,000 ¹¹
Except,	Aircraft, Aircraft Engine and Engine Parts ¹¹		1,500 ¹¹
Except,	Other Aircraft Parts and Auxiliary Equipment ¹¹		1,250 ¹¹
Except,	Guided Missiles and Space Vehicles, Their Propulsion Units and Propulsion Parts ¹¹		1,250 ¹¹
541720	Research and Development in the Social Sciences and Humanities	\$22.0	
541810	Advertising Agencies ¹⁰	\$16.5 ¹⁰	
541820	Public Relations Agencies	\$16.5	
541830	Media Buying Agencies	\$16.5	
541840	Media Representatives	\$16.5	
541850	Outdoor Advertising	\$16.5	
541860	Direct Mail Advertising	\$16.5	
541870	Advertising Material Distribution Services	\$16.5	
541890	Other Services Related to Advertising	\$16.5	
541910	Marketing Research and Public Opinion Polling	\$16.5	
541921	Photography Studios, Portrait	\$8.0	
541922	Commercial Photography	\$8.0	
541930	Translation and Interpretation Services	\$8.0	
541940	Veterinary Services	\$8.0	
541990	All Other Professional, Scientific and Technical Services	\$16.5	
Sector 55—Management of Companies and Enterprises			
Subsector 551—Management of Companies and Enterprises			
551111	Offices of Bank Holding Companies	\$22.0	
551112	Offices of Other Holding Companies	\$22.0	
Sector 56—Administrative and Support, Waste Management and Remediation Services			
Subsector 561—Administrative and Support Services			
561110	Office Administrative Services	\$8.0	
561210	Facilities Support Services ¹²	\$41.5 ¹²	
561311	Employment Placement Agencies	\$30.0	
561312	Executive Search Services	\$30.0	
561320	Temporary Help Services	\$30.0	
561330	Professional Employer Organizations	\$30.0	
561410	Document Preparation Services	\$16.5	
561421	Telephone Answering Services	\$16.5	
561422	Telemarketing Bureaus and Other Contact Centers	\$16.5	
561431	Private Mail Centers	\$16.5	
561439	Other Business Service Centers (including Copy Shops)	\$16.5	
561440	Collection Agencies	\$16.5	
561450	Credit Bureaus	\$16.5	
561491	Repossession Services	\$16.5	
561492	Court Reporting and Stenotype Services	\$16.5	
561499	All Other Business Support Services	\$16.5	
561510	Travel Agencies ¹⁰	\$22.0 ¹⁰	
561520	Tour Operators ¹⁰	\$22.0 ¹⁰	
561591	Convention and Visitors Bureaus	\$22.0	
561599	All Other Travel Arrangement and Reservation Services	\$22.0	
561611	Investigation Services	\$22.0	
561612	Security Guards and Patrol Services	\$22.0	
561613	Armored Car Services	\$22.0	
561621	Security Systems Services (except Locksmiths)	\$22.0	
561622	Locksmiths	\$22.0	
561710	Exterminating and Pest Control Services	\$12.0	
561720	Janitorial Services	\$19.5	
561730	Landscaping Services	\$8.0	
561740	Carpet and Upholstery Cleaning Services	\$6.0	
561790	Other Services to Buildings and Dwellings	\$8.0	
561910	Packaging and Labeling Services	\$12.0	
561920	Convention and Trade Show Organizers ¹⁰	\$12.0 ¹⁰	
561990	All Other Support Services	\$12.0	
Subsector 562—Waste Management and Remediation Services			
562111	Solid Waste Collection	\$41.5	
562112	Hazardous Waste Collection	\$41.5	
562119	Other Waste Collection	\$41.5	
562211	Hazardous Waste Treatment and Disposal	\$41.5	
562212	Solid Waste Landfill	\$41.5	
562213	Solid Waste Combustors and Incinerators	\$41.5	
562219	Other Nonhazardous Waste Treatment and Disposal	\$41.5	
562910	Remediation Services	\$22.0	
562910 (Exception)	Environmental Remediation Services ¹⁴		750 ¹⁴
562920	Materials Recovery Facilities	\$22.0	

562991	Septic Tank and Related Services	\$8.0
562998	All Other Miscellaneous Waste Management Services	\$8.0
Sector 61—Educational Services		
Subsector 611—Educational Services		
611110	Elementary and Secondary Schools	\$12.0
611210	Junior Colleges	\$22.0
611310	Colleges, Universities and Professional Schools	\$30.0
611410	Business and Secretarial Schools	\$8.0
611420	Computer Training	\$12.0
611430	Professional and Management Development Training	\$12.0
611511	Cosmetology and Barber Schools	\$8.0
611512	Flight Training	\$30.0
611513	Apprenticeship Training	\$8.0
611519	Other Technical and Trade Schools	\$16.5
611519 (Exception)	Job Corps Centers ¹⁶	\$41.5 ¹⁶
611610	Fine Arts Schools	\$8.0
611620	Sports and Recreation Instruction	\$8.0
611630	Language Schools	\$12.0
611691	Exam Preparation and Tutoring	\$8.0
611692	Automobile Driving Schools	\$8.0
611699	All Other Miscellaneous Schools and Instruction	\$12.0
611710	Educational Support Services	\$16.5
Sector 62—Health Care and Social Assistance		
Subsector 621—Ambulatory Health Care Services		
621111	Offices of Physicians (except Mental Health Specialists)	\$12.0
621112	Offices of Physicians, Mental Health Specialists	\$12.0
621210	Offices of Dentists	\$8.0
621310	Offices of Chiropractors	\$8.0
621320	Offices of Optometrists	\$8.0
621330	Offices of Mental Health Practitioners (except Physicians)	\$8.0
621340	Offices of Physical, Occupational and Speech Therapists and Audiologists	\$8.0
621391	Offices of Podiatrists	\$8.0
621399	Offices of All Other Miscellaneous Health Practitioners	\$8.0
621410	Family Planning Centers	\$12.0
621420	Outpatient Mental Health and Substance Abuse Centers	\$16.5
621491	HMO Medical Centers	\$35.0
621492	Kidney Dialysis Centers	\$41.5
621493	Freestanding Ambulatory Surgical and Emergency Centers	\$16.5
621498	All Other Outpatient Care Centers	\$22.0
621511	Medical Laboratories	\$35.0
621512	Diagnostic Imaging Centers	\$16.5
621610	Home Health Care Services	\$16.5
621910	Ambulance Services	\$16.5
621991	Blood and Organ Banks	\$35.0
621999	All Other Miscellaneous Ambulatory Health Care Services	\$16.5
Subsector 622—Hospitals		
622110	General Medical and Surgical Hospitals	\$41.5
622210	Psychiatric and Substance Abuse Hospitals	\$41.5
622310	Specialty (except Psychiatric and Substance Abuse) Hospitals	\$41.5
Subsector 623—Nursing and Residential Care Facilities		
623110	Nursing Care Facilities (Skilled Nursing Facilities)	\$30.0
623210	Residential Intellectual and Developmental Disability Facilities	\$16.5
623220	Residential Mental Health and Substance Abuse Facilities	\$16.5
623311	Continuing Care Retirement Communities	\$30.0
623312	Assisted Living Facilities for the Elderly	\$12.0
623990	Other Residential Care Facilities	\$12.0
Subsector 624—Social Assistance		
624110	Child and Youth Services	\$12.0
624120	Services for the Elderly and Persons with Disabilities	\$12.0
624190	Other Individual and Family Services	\$12.0
624210	Community Food Services	\$12.0
624221	Temporary Shelters	\$12.0
624229	Other Community Housing Services	\$16.5
624230	Emergency and Other Relief Services	\$35.0
624310	Vocational Rehabilitation Services	\$12.0
624410	Child Day Care Services	\$8.0
Sector 71—Arts, Entertainment and Recreation		
Subsector 711—Performing Arts, Spectator Sports and Related Industries		
711110	Theater Companies and Dinner Theaters	\$22.0
711120	Dance Companies	\$12.0
711130	Musical Groups and Artists	\$12.0
711190	Other Performing Arts Companies	\$30.0
711211	Sports Teams and Clubs	\$41.5

711212	Racetracks	\$41.5
711219	Other Spectator Sports	\$12.0
711310	Promoters of Performing Arts, Sports and Similar Events with Facilities	\$35.0
711320	Promoters of Performing Arts, Sports and Similar Events without Facilities	\$16.5
711410	Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	\$12.0
711510	Independent Artists, Writers, and Performers	\$8.0
Subsector 712—Museums, Historical Sites and Similar Institutions		
712110	Museums	\$30.0
712120	Historical Sites	\$8.0
712130	Zoos and Botanical Gardens	\$30.0
712190	Nature Parks and Other Similar Institutions	\$8.0
Subsector 713—Amusement, Gambling and Recreation Industries		
713110	Amusement and Theme Parks	\$41.5
713120	Amusement Arcades	\$8.0
713210	Casinos (except Casino Hotels)	\$30.0
713290	Other Gambling Industries	\$35.0
713910	Golf Courses and Country Clubs	\$16.5
713920	Skiing Facilities	\$30.0
713930	Marinas	\$8.0
713940	Fitness and Recreational Sports Centers	\$8.0
713950	Bowling Centers	\$8.0
713990	All Other Amusement and Recreation Industries	\$8.0
Sector 72—Accommodation and Food Services		
Subsector 721—Accommodation		
721110	Hotels (except Casino Hotels) and Motels	\$35.0
721120	Casino Hotels	\$35.0
721191	Bed-and-Breakfast Inns	\$8.0
721199	All Other Traveler Accommodation	\$8.0
721211	RV (Recreational Vehicle) Parks and Campgrounds	\$8.0
721214	Recreational and Vacation Camps (except Campgrounds)	\$8.0
721310	Rooming and Boarding Houses, Dormitories, and Workers' Camps	\$8.0
Subsector 722—Food Services and Drinking Places		
722310	Food Service Contractors	\$41.5
722320	Caterers	\$8.0
722330	Mobile Food Services	\$8.0
722410	Drinking Places (Alcoholic Beverages)	\$8.0
722511	Full-Service Restaurants	\$8.0
722513	Limited-Service Restaurants	\$12.0
722514	Cafeterias, Grill Buffets, and Buffets	\$30.0
722515	Snack and Nonalcoholic Beverage Bars	\$8.0
Sector 81—Other Services (Except Public Administration)		
Subsector 811—Repair and Maintenance		
811111	General Automotive Repair	\$8.0
811112	Automotive Exhaust System Repair	\$8.0
811113	Automotive Transmission Repair	\$8.0
811118	Other Automotive Mechanical and Electrical Repair and Maintenance	\$8.0
811121	Automotive Body, Paint and Interior Repair and Maintenance	\$8.0
811122	Automotive Glass Replacement Shops	\$12.0
811191	Automotive Oil Change and Lubrication Shops	\$8.0
811192	Car Washes	\$8.0
811198	All Other Automotive Repair and Maintenance	\$8.0
811211	Consumer Electronics Repair and Maintenance	\$8.0
811212	Computer and Office Machine Repair and Maintenance	\$30.0
811213	Communication Equipment Repair and Maintenance	\$12.0
811219	Other Electronic and Precision Equipment Repair and Maintenance	\$22.0
811310	Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	\$8.0
811411	Home and Garden Equipment Repair and Maintenance	\$8.0
811412	Appliance Repair and Maintenance	\$16.5
811420	Reupholstery and Furniture Repair	\$8.0
811430	Footwear and Leather Goods Repair	\$8.0
811490	Other Personal and Household Goods Repair and Maintenance	\$8.0
Subsector 812—Personal and Laundry Services		
812111	Barber Shops	\$8.0
812112	Beauty Salons	\$8.0
812113	Nail Salons	\$8.0
812191	Diet and Weight Reducing Centers	\$22.0
812199	Other Personal Care Services	\$8.0
812210	Funeral Homes and Funeral Services	\$8.0
812220	Cemeteries and Crematories	\$22.0
812310	Coin-Operated Laundries and Drycleaners	\$8.0
812320	Drycleaning and Laundry Services (except Coin-Operated)	\$6.0
812331	Linen Supply	\$35.0

812332	Industrial Launderers	\$41.5
812910	Pet Care (except Veterinary) Services	\$8.0
812921	Photofinishing Laboratories (except One-Hour)	\$22.0
812922	One-Hour Photofinishing	\$16.5
812930	Parking Lots and Garages	\$41.5
812990	All Other Personal Services	\$8.0
Subsector 813—Religious, Grantmaking, Civic, Professional and Similar Organizations		
813110	Religious Organizations	\$8.0
813211	Grantmaking Foundations	\$35.0
813212	Voluntary Health Organizations	\$30.0
813219	Other Grantmaking and Giving Services	\$41.5
813311	Human Rights Organizations	\$30.0
813312	Environment, Conservation and Wildlife Organizations	\$16.5
813319	Other Social Advocacy Organizations	\$8.0
813410	Civic and Social Organizations	\$8.0
813910	Business Associations	\$8.0
813920	Professional Organizations	\$16.5
813930	Labor Unions and Similar Labor Organizations	\$8.0
813940	Political Organizations	\$8.0
813990	Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)	\$8.0
Sector 92—Public Administration¹⁹		
(Small business size standards are not established for this sector. Establishments in the Public Administration sector are Federal, state, and local government agencies which administer and oversee government programs and activities that are not performed by private establishments.)		

Footnotes

1. [Reserved]
2. *NAICS code 237990—Dredging:* To be considered small for purposes of Government procurement, a firm must perform at least 40 percent of the volume dredged with its own equipment or equipment owned by another small dredging concern.
3. *NAICS code 311421—*For purposes of Government procurement for food canning and preserving, the standard of 1,000 employees excludes agricultural labor as defined in 3306(k) of the Internal Revenue Code, 26 U.S.C. 3306(k).
4. *NAICS code 324110—*To qualify as small for purposes of Government procurement, the petroleum refiner, including its affiliates, must be a concern that has either no more than 1,500 employees or no more than 200,000 barrels per calendar day total Operable Atmospheric Crude Oil Distillation capacity. Capacity includes all domestic and foreign affiliates, all owned or leased facilities, and all facilities under a processing agreement or an arrangement such as an exchange agreement or a throughput. To qualify under the capacity size standard, the firm, together with its affiliates, must be primarily engaged in refining crude petroleum into refined petroleum products. A firm's "primary industry" is determined in accordance with 13 CFR 121.107.
5. *NAICS code 326211—*For Government procurement, a firm is small for bidding on a contract for pneumatic tires within Census NAICS Product Classification codes 3262111 and 3262113, provided that:
 - (a) The value of tires within Census NAICS Product Classification codes 3262111 and 3262113 that it manufactured in the United States during the previous calendar year is more than 50 percent of the value of its total worldwide manufacture,
 - (b) The value of pneumatic tires within Census NAICS Product Classification codes 3262111 and 3262113 comprising its total worldwide manufacture during the preceding calendar year was less than 5 percent of the value of all such tires manufactured in the United States during that period, and
 - (c) The value of the principal product that it manufactured, produced, or sold worldwide during the preceding calendar year is less than 10 percent of the total value of such products manufactured or otherwise produced or sold in the United States during that period.
6. *NAICS Subsectors 333, 334, 335 and 336—*For rebuilding machinery or equipment on a factory basis, or equivalent, use the NAICS code for a newly manufactured product. Concerns performing major rebuilding or overhaul activities do not necessarily have to meet the criteria for being a "manufacturer" although the activities may be classified under a manufacturing NAICS code. Ordinary repair services or preservation are not considered rebuilding.
7. *NAICS code 336413—*Contracts for the rebuilding or overhaul of aircraft ground support equipment on a contract basis are classified under NAICS code 336413.
8. *NAICS Codes 522110, 522120, 522130, 522190, and 522210—*A financial institution's assets are determined by averaging the assets reported on its four quarterly financial statements for the preceding year. "Assets" for the purposes of this size standard means the assets defined according to the Federal Financial Institutions Examination Council 041 call report form for NAICS codes 522110, 522120, 522190, and 522210 and the National Credit Union Administration 5300 call report form for NAICS code 522130.
9. *NAICS codes 531110, 531120, 531130, and 531190—*Leasing of Building Space to the Federal Government by Owners: For Government procurement, a size standard of \$41.5 million in gross receipts applies to the owners of building space leased to the Federal Government. The standard does not apply to an agent.
10. *NAICS codes 488510 (part) 531210, 541810, 561510, 561520, and 561920—*As measured by total revenues, but excluding funds received in trust for an unaffiliated third party, such as bookings or sales subject to commissions. The commissions received are included as revenues.
11. *NAICS code 541713, 541714, and 541715—*
 - (a) "Research and Development" means laboratory or other physical research and development. It does not include economic, educational, engineering, operations, systems, or other nonphysical research; or computer programming, data processing, commercial and/or medical laboratory testing.



Administrative Services Committee Meeting

12/10/2019 1:20 PM

Permission to request Law Department to Revise Ordinance 7271 Local Small Business Opportunity Program

Department: Compliance

Presenter: Treza Edwards

Caption: Approve the revision of Ordinance 7271 to expand and strengthen the Local Small Business Opportunity Program. The current ordinance is insufficient for a city the size of Augusta Georgia.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Housing and Community Development Department

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

HOUSING AND COMMUNITY DEVELOPMENT (HCD) CONTRACT PROCEDURAL PROCESS

Recommended Motion:

Motion to approve Housing and Community Development Department's (HCDs) contract procedural process (as presented for calendar year 2020)

1. Annually, Augusta, GA is notified of receipt of a direct allocation of federal funds, Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA), from the U.S. Department of Housing and Urban Development (HUD).
 - a. Augusta, GA (through HCD via Commission approval) also applies for HUD funding on behalf of local nonprofit community partners under the Continuum of Care competitive grant process. These funds are used to provide services to local citizens experiencing homelessness.
2. Housing and Community Development (HCD) holds an annual HUD Application Workshop.
3. HCD solicits applications from agencies, reviews these applications and recommends eligible agencies for funding that are in accordance with the Consolidated Plan's Goals and Priorities. These recommendations are then incorporated into CDBG, ESG, HOME and HOPWA budgets; and constitutes Augusta GA's Annual Action Plan.
4. HCD engages local citizens through our HUD-approved Citizen Participation process to present the Annual Action Plan for a 30-Day Public Comment Period.
5. HCD presents to the Augusta, GA Commission (Committee-Commission cycle) the Annual Action Plan for review, approval/denial and requests that the Mayor be granted the authority to execute documents required for submission as Augusta, GA's Certifying Official (Federal statutory submission deadline: November 15th).
6. HUD notifies Augusta, GA that the submitted Annual Action Plan is approved.
 - a. For Fiscal Year 2019, the Action Plan contains thirty-two (32) projects. To carry out these projects, HUD requires Augusta, GA to have agreements with each agency carrying out the activities described in the Annual Action Plan (see Step 8-9).
7. City of Augusta receives Annual Grant Agreements from HUD for review and execution by Law Department, and Mayor as Augusta, GA's HUD Certifying Official.

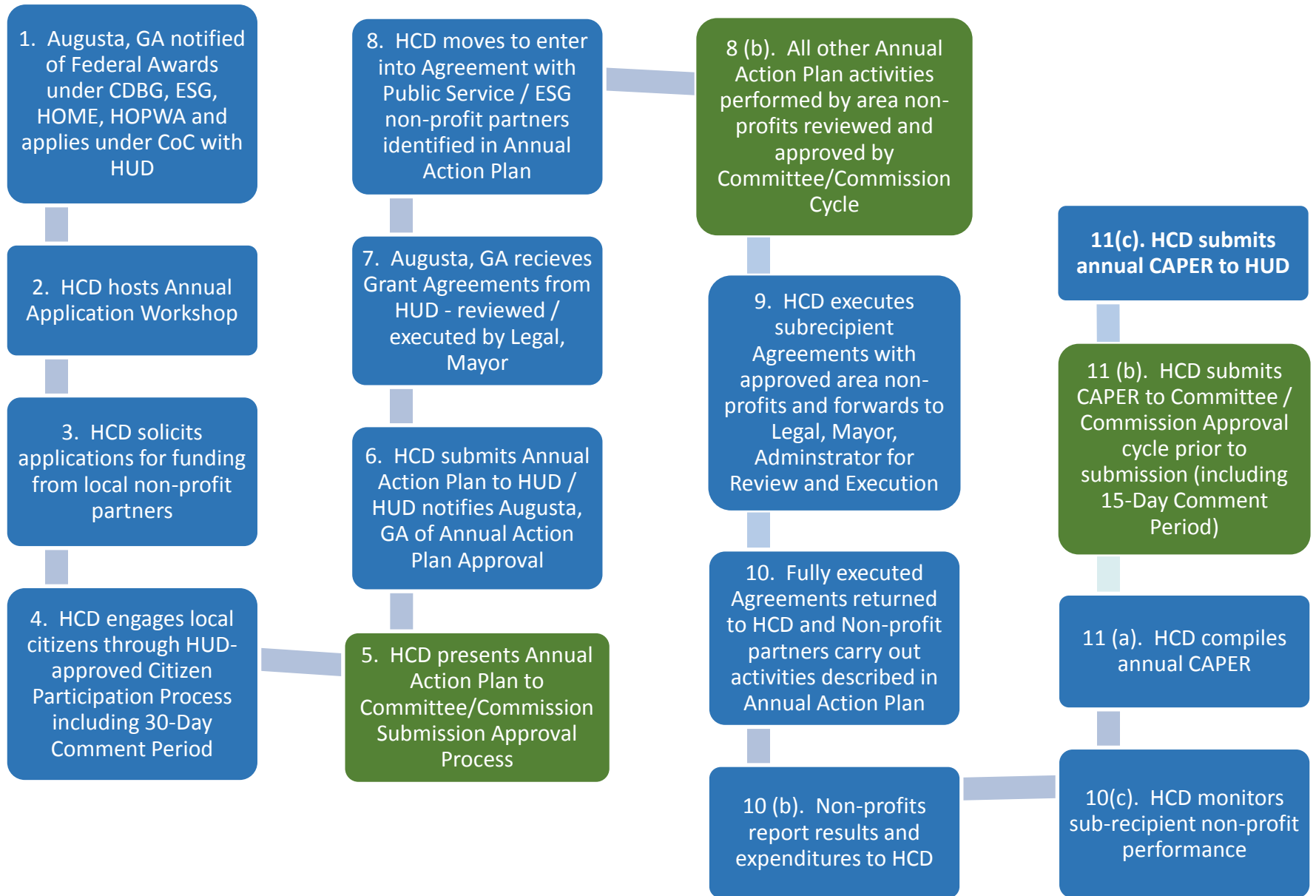


8. Upon Augusta, GA Commission approval, the sub-recipient non-profit partners move to execute their Agreements; the Agreements are signed by the HCD Director, and then submitted to Law Department for review and approval as to form; the Agreements are then forwarded to the Administrator and Mayor for execution on behalf of Augusta, GA.
9. Sub-recipient non-profit partners move to carry out the activities described in their agreement and report performance to HCD on an on-going basis, and are monitored for compliance periodically throughout the Program Year.
10. HCD compiles the Consolidated Annual Performance and Evaluation Report (CAPER) of all outcomes / results and financial expenditures of activities carried out under that Program Year's Annual Action Plan. The CAPER is then presented to the Augusta, GA Commission for review and HCD requests permission to submit to HUD after a 15-Day Public Notification Period (March 15 Federal statutory submission deadline).

Recommended Motion:

Motion to approve Housing and Community Development Department's (HCDs) contract procedural process (as presented for calendar year 2020)

HCD CONTRACT PROCEDURAL PROCESS FLOW CHART





Administrative Services Committee Meeting

12/10/2019 1:20 PM

HCD_ Request to Approve HCD's FY 2020 Contract Procedural Process

Department: HCD

Presenter:

Caption: Motion to approve Housing and Community Development Department's (HCD's) contract procedural process (as presented for calendar year 2020).

Background: Each year the Augusta, Georgia receives Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnerships (HOME) and Housing Opportunities for Persons with AIDS (HOPWA) funds from the U.S. Department of Housing & Urban Development (HUD). These funds are used to fund agencies and projects to assist low-income persons and revitalize low-income neighborhoods. The Housing and Community Development (HCD) Department annually solicits for proposals from agencies and develops CDBG, ESG, HOME and HOPWA budgets which are incorporated into the City's Annual Action Plan. To carry out these projects, HUD requires the City to have agreements with the agencies carrying out the activities described in the Annual Action Plan. Furthermore, there are a couple HUD forms /Banking Documents that only require a single authorized official signature. These documents, specifically a) Forms HUD-7082, and b) HUD-40093 shall be authorized for execution by the Mayor (as Augusta, GA's HUD Certified Official). To facilitate the execution of agreements/contract process, we propose the utilization of our attached Agreement/Contract procedural process (see attached).

Analysis: The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged of Housing and Community Development's (HCDs) progress and projects.

Financial Impact: The City receives funding from the US Housing and Urban Development Department on an annual basis. Last year's HUD agreements granted the City the use of CDBG funds in the

amount of \$1,773,043, HOME Investment Partnership funds in the amount of \$992,568, Emergency Solutions Grant funds in the amount of \$148,479, and Housing Opportunities for Persons with AIDS funds in the amount of \$1,059,712.

Alternatives:	Do not approve HCD's agreement/contract procedural process ask.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) contract procedural process (as presented for calendar year 2020).
Funds are Available in the Following Accounts:	Housing and Urban Development (HUD) Funds: - Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Grant (HOME) and, Housing Opportunities for Persons with AIDS (HOPWA) funds.

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



Housing and Community Development Department

Hawthorne E. Welcher, Jr.
Director

Shauntia Lewis
Deputy Director

LANEY WALKER/BETHLEHEM CONTRACT PROCEDURAL PROCESS

Recommended Motion:

Motion to approve the Laney Walker/Bethlehem Revitalization Project contract procedural process (as presented for calendar year 2020)

1. Laney Walker/Bethlehem Revitalization Bond Issuance Commenced
 - a. First Bond Issuance (\$8M)_2010 (approved by Augusta, GA Commission/URA)
 - b. Second Bond Issuance (\$2M)_2015 (approved by Augusta, GA Commission/URA)
 - c. Bond funds are expended to a)facilitate commercial and residential development, b)maintenance and marketing incentives, c)construction & construction related activities, d)other
2. HCD presented to the Augusta, GA Commission (Committee-Commission cycle), the Laney Walker/Bethlehem Redevelopment Plan for review, approval/denial
 - a. Approved by Augusta, GA Commission_2009
3. HCD engaged local citizens through a Citizen Participation process to present and provide annual updates to the Laney Walker/Bethlehem Redevelopment Plan (continued annually)
4. HCD submitted RFQ/RFP/ITB solicitation (via the Augusta, GA Procurement Office) to procure a certifiable service (development, construction, A&E, marketing, real estate services, property management, etc.) within the LW/B Area. If RESIDENTIAL, HCD (through partnerships) strategically implements Community Economic Development developmental activities in accordance with the Laney Walker/Bethlehem Redevelopment Plan
 - a. HCD/Procured Developer identify potential projects, funding and set budgets
 - b. Procured Developer submit bids for specified projects of interest (via defined project task order)
 - c. Lowest/Best Bid is reviewed/vetted appropriately (internally)
 - d. If Augusta, GA Commission approved, HCD moves forward with entering into a contract agreement for residential development/construction
5. If COMMERCIAL/RETAIL, HCD (through partnerships) strategically implements Community Economic Development commercial/retail/small business activities in accordance with the Laney Walker/Bethlehem Redevelopment Plan,
 - a. HCD/Procured Developer/Real Estate Brokerage Services Company identify potential project(s)
 - b. Potential Project is reviewed/vetted appropriately (internally)



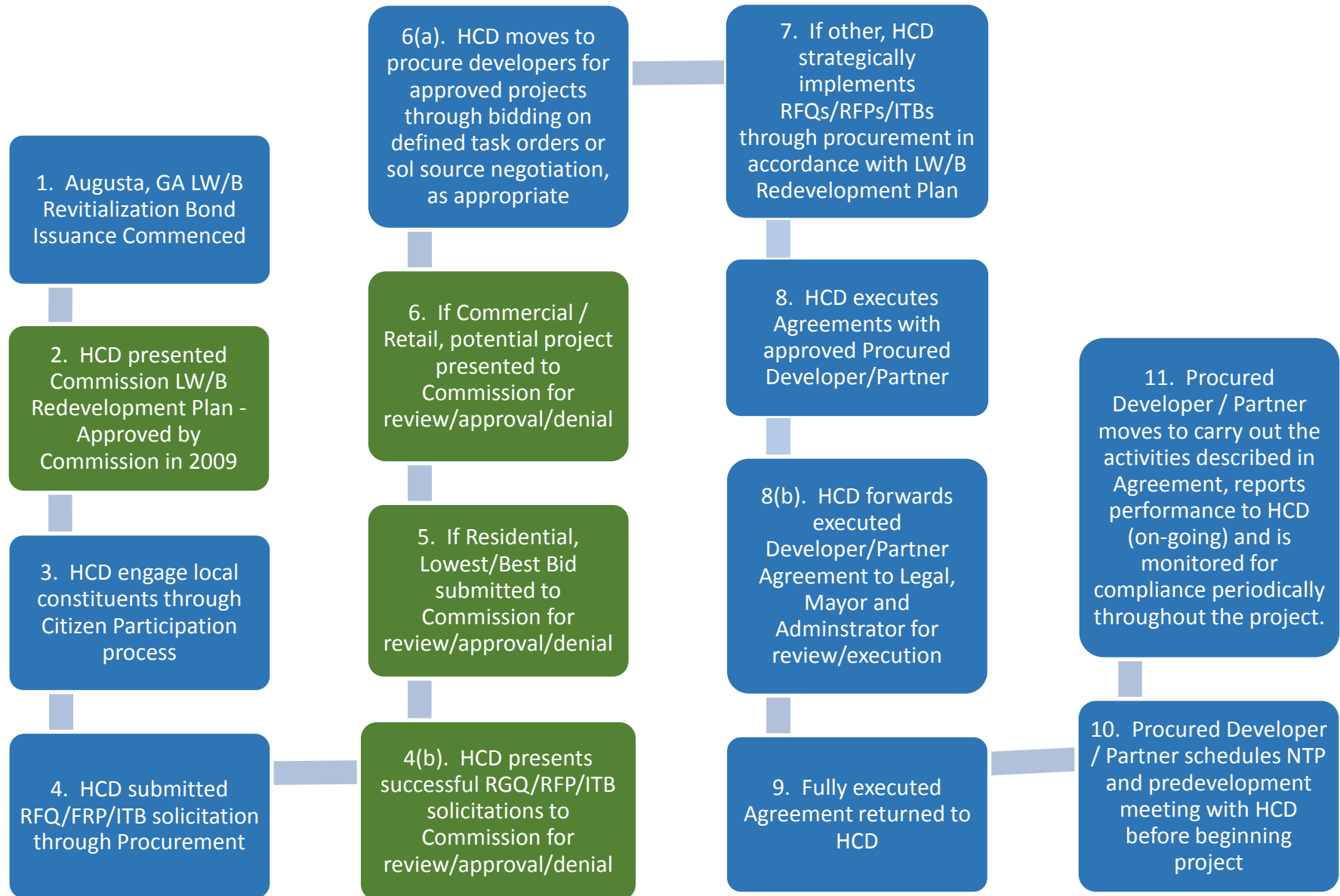
LW/B_ Contract Procedural Approval Process Page 2

- i. HCD invites procured developers to bid on specified project (via defined project task order), or
 - ii. HCD begins negotiations (sole source) with procured developer that has project concept expertise
 - e. HCD moves forward with the lowest/best bid/sole sourced developer and enters into a contract agreement for commercial/retail/small business development
7. If OTHER, HCD strategically implements RFQs/RFPs/ITBs (via Augusta, GA Procurement Department) in accordance with the Laney Walker/Bethlehem Redevelopment Plan
 - a. If respective RFQ/RFP/ITB is Augusta, GA Commission approved, HCD moves forward with proper execution of the contract agreement, led by the RFQs/RFPs/ITBs Scope of Service
 - b. Other: A&E, Marketing Services, Real Estate Brokerage Services, Property Management, etc.
8. Once the LW/B Procured Developer/Partner has executed their Agreement, the Agreement is returned/signed by HCD Director, then submitted to Law Department for review and approval as to form; then forwarded to the Administrator and Mayor for execution on behalf of Augusta, GA
9. The fully executed agreement is then returned to HCD and a copy is provided to the procured developer/partner
10. The procured developer/partner will schedule a NTP and pre-development meeting with HCD before beginning
11. Procured Developer/Partner moves to carry out the activities described in their agreement, reports performance to HCD on an on-going basis, and is monitored for compliance periodically throughout the project.

Recommendation Motion:

Motion to approve the Laney Walker/Bethlehem Revitalization Project contract procedural process (as presented for calendar year 2020)

HCD LW/B CONTRACT PROCEDURAL PROCESS FLOW CHART





Administrative Services Committee Meeting

12/10/2019 1:20 PM

HCD_ Request to Approve HCD's LW/B 2020 Contract Approval Process

Department:	HCD
Presenter:	Hawthorne Welcher Jr. and/or HCD Staff
Caption:	Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process (as presented for calendar year 2020).
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 homebuyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. To date, HCD (via partnership) continues impactful community developmental activities in seven (7) developmental nodes with continued focus on a Community Economic Development strategy centered around housing, commercial, retail, job creation, and a wraparound supportive service network. To facilitate the execution of our agreements/contract process, we propose the utilization of our attached Agreement/Contract procedural process (see attached).
Analysis:	The submitted procedural process provides fluency and keeps the Augusta, GA Commission engaged of Housing and Community Development's (HCDs) progress and projects. Approval of the proposed procedural process will enable continued redevelopment within the Laney Walker/Bethlehem neighborhoods.
Financial Impact:	Not Applicable
Alternatives:	Do not approve HCD's LW/B Agreement/Contract procedural process ask.

Recommendation: Motion to approve HCD's Laney Walker/Bethlehem Revitalization Project contract procedural process (as presented for calendar year 2020).

Funds are Available in the Following Accounts: Laney Walker/Bethlehem Project Funding. - BOND Fund 298000000

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



**Administrative Services Committee Meeting
12/10/2019 1:20 PM
401 Walton Way**

Department:

Presenter: Commissioner Marion Williams

Caption: Discuss the usage of the former JLEC, 401 Walton Way building. **(Requested by Commissioner Marion Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting 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.

Commissioner
Mary Davis

Commissioner
Bobby Williams

Motion Passes 4-0.

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

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**Administrative Services Committee Meeting
12/10/2019 1:20 PM
Minutes**

Department:

Presenter:

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

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Request for Proposals

RFP Item #19-273

401 Walton Way Demolition

For

Augusta, Georgia – Central Services Department – Facilities Maintenance

RFP Due: Thursday, September 12, 2019 @ 3:00 p.m.

One Original and Seven (7) Copies of RFP shall be submitted

Thanks for doing business with us . . .

Geri A. Sams, Procurement Director

535 Telfair Street, Room 605

Augusta, Georgia 30901

Request for Proposal

The Augusta, invites qualified contractors to submit a proposal for the 401 Walton Way Demolition project for the Augusta Central Services Department herein referred to as CSD. Your submittal should respond to, and be based on, the information included in this Request for Proposals.

Responses will be received in the office of the Director of Procurement at 535 Telfair Street, Suite 605, Augusta, GA 30901 until **Thursday, September 12, 2019 @ 3:00 p.m.** The RFP must be submitted in a sealed package and labeled with firm's name and the name of the project - **RFP 19-273 401 Walton Way Demolition. No RFP will be accepted by fax, all must be received by mail or hand delivered. Vendors are required to submit one (1) marked unbound original, (7) seven copies of the RFP.**

The RFP shall be addressed and delivered accordingly to:

Ms. Geri Sams, Director of Procurement
Procurement Department
535 Telfair Street, Room 605
Augusta, Georgia 30901

A Mandatory Pre Proposal Conference will be held on Friday, August 16, 2019 @ 11:00 a.m. in the Procurement Department, 535 Telfair Street, Room 605, Augusta, GA 30901.

All vendors responding are cautioned to read this RFP carefully for understanding and request clarification from Augusta, Georgia on any questions pertaining to this RFP. **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, August 23, 2019 @ 5:00 P.M.** No RFP will be accepted by fax; all must be received by mail or hand delivered. Issues and responses addressed in any other manner will not be considered valid or binding in consideration of proposals or any subsequent contract negotiations.

Failure to provide all of the requested information may cause the proposal to be rejected as non-responsive.

Interested and qualified firm(s) and/or party(ies) are requested to make a response to accomplish the Scope of Services described herein. The response is to be signed by a duly authorized official of the firm and must be submitted in the time, manner, and form prescribed. For a proposal to be considered it must remain valid for at least 90 days after RFPs have been opened, pending the execution of contract with the successful vendor.

If an award of contract is awarded as a result of this solicitation, the contract will be made on the basis of the response which best satisfies the intent of this RFP and other factors considered in the best interest of the Owner. Negotiations may be undertaken with the firm whose proposal shows them to be the most qualified, responsible, and capable of performing the work. In addition to cost, the Owner will consider professional qualifications and related experience to determine which proposal would be in the Owner's best interest if a contract were made.

Additionally, appropriate professional registration and significant prior experience in projects of similar scope are considered minimal qualifications.

The Owner reserves the right to consider proposals or modification thereof received at any time before the award is made, if such action is in the interest of the Owner.

The Owner reserves the right to reject any or all proposals received as the result of this RFP. The Owner also maintains the right to negotiate with any firm, as necessary, to serve the best interests of the Owner. The Owner will not be liable for any costs incurred by any firm prior to the execution of a contract and approval by the Board of Commissioners.

Services must be provided by experienced personnel. Any sub consultants/contractors the proponent will be using to perform any part of the requested service shall be evaluated on the same criteria.

5. Submittal requirements include:

5.1. Contractor's experience in design and demolition of structures.

Ratings will be based on the contractor's team experience and performance on similar projects listed and references checked on those projects. It is the goal of the Owner that the Contractor has a minimum of three (3) past similar projects completed in Georgia completed within the past five (5) years. **These projects shall be listed in accordance with Part 1 of the Contractor's Qualification Form (Exhibit 1). Exhibit 1 is to be included under Tab B and requested in Section 7**

5.2. Capacity/Ability to respond

Rating will be based on contractor's team ability to design, permit, and complete demolition projects of similar scope. Contractor shall provide, as **Tab C**, a listing of the required items:

- Personnel resources – include resumes of key team members that will be assigned to this particular project.
- Equipment resources
- Material resources
- Equipment rental arrangements
- Proposed Subcontractors – include assigned scope and experience as well as experience with your team.

5.3. Ability to meet insurance and required bonding

Rating will be based on contractor's ability to provide insurance and bonding capacity. Insurance requirements will be as specified in **EXHIBIT 3** to this RFP. Provide the information requested to include:

- Statements of insurance providers approved in the State of Georgia that the Contractor has the ability to obtain coverage as specified in **Exhibit 3** to the RFP.
- Statements from bonding agencies for projects between \$500,000.00 and \$1,500,000.00 constructed within the past two (2) years

6. OWNERSHIP OF DATA

OWNERSHIP OF DATA: The ownership of all data, drawings, charts, etc., which are prepared or produced under this contract shall be that of the Augusta, Georgia.

7. RFP Submittal Format

Qualified contractors interested in providing the services described herein are invited to submit a complete Request for Proposal package for consideration. The submittal shall address the items listed below. Failure to provide all requested information may be sufficient cause for rejection of the proposal. **The overall submittal shall not surpass 35 8 1/2x11 single sided pages.** Submittal should be organized and tabbed as outlined in this **Section 5 Submittal requirements and Section 7 RFP Submittal Format** (Cover letter, Required Forms and tabs are not a part of the 35 page limit). **Vendors are required to submit one (1) marked unbound original and (7) seven copies of the RFP.**

Vendors are required to include proposed timeline to complete the task referenced in the specifications. Indicate staffing availability to work on this proposed project. Time is a consideration in completion of this project. Firms shall provide a proposed project schedule for completion of all task included in the RFP specifications.

6. FINANCIAL STABILITY:

TAB F - Provide financial information that would allow proposal evaluators to ascertain the financial stability of the Proposer.

- a. If a public company, include a recap of the most recent audited financial report.
- b. If a private company, provide a recap of the most recent internal financial statement; and a letter, on the financial institution's letterhead, stating financial stability.

7. REFERENCES:

TAB G - All proposers shall include the name, address, e-mail, fax and telephone numbers of at least three clients for whom projects similar in size and scope have been performed. References should include name of contact, e-mail, fax and phone number, and should be current.

Tab H – Liability insurance and specified bonding (Exhibit 3)

A 10% bid bond is required to be submitted with your RFP (please submit bid bond in a separately sealed envelope).

Fee Proposal

Fee Proposal is to submitted in a separately sealed envelope. Fee Proposal must be sealed and labeled on the outside of the package to clearly Indicate that it is in response to RFP #19-273 401 Walton Way Demolition - Exhibit 2.

8. RESPONSE CONTENTS

An official authorized to bind the offeror must sign all statements. Any document received after this time and date will not be considered and will be returned unopened to the firm.

Firms that wish to join in a consortium must designate one firm as principal or lead firm. Consortiums will be evaluated according to the same requirements as a single firm.

All proposals should be complete and carefully worded and must convey all information requested by Augusta. In addition to the Procurement Documents and the Proposal Submission form, **the overall submittal shall not surpass 35 8 1/2x11 single sided pages**. Submittal should be organized and tabbed (Cover letter, tabs and required forms are not a part of the thirty five (35) page limit). Firms shall outline the scope of work, elements and tasks therein and the means of execution.

1. The vendors are required to **submit one (1) marked unbound original and seven (7) copies of their RFP**. Original is to be unbound. Copies may be bound Stapled, ring bound or spiral bound.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP.
3. Each copy of the proposal should be bound in a single volume, including any documentation.
4. If the proposal includes any information in addition to the specific information requested in the RFP, it should be included as an appendix to the proposal.
5. **A 10% bid bond is required to be submitted with your RFP (please submit bid bond in a separately sealed envelope) and the awarded project is proposed to include both a 100% performance and payment bonds.**
6. **Fee Proposal must be sealed and labeled on the outside of the package to clearly Indicate that it is in response to RFP #19-273 401 Walton Way Demolition.**

Mandatory Pre-Proposal Conference Sign-in Sheet
RFP Item #18-273 401 Walton Way Demolition
For Augusta, Georgia – Central Services Department-Facilities Maintenance Division
Friday, August 16, 2019 @ 11:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
1. Darrell White <i>[Signature]</i>	Procurement <i>[Signature]</i>	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-2423	706-821-2811	probidandcontract @augustaga.gov	
2. Nancy Williams <i>[Signature]</i>	Procurement <i>[Signature]</i>	535 Telfair Street, Suite 605 Augusta, GA 30901	706-821-28883	706-821-2811	probidandcontract @augustaga.gov	
3. Curtis Jackson <i>[Signature]</i>	Atlantic Demolition Excavation & Grading	P O Box 2666 Stockbridge GA 30281	404 205 1401		curtisj@ smcill.com	Prime
4. Debra PEARSON	GAT-CONSTRUCTION HAULING AND ENVIRONMENTAL	310 BELAIR RD NORTH AUGUSTA, SC 29841	803-624-9735		gpcconstruction 2018@gmail.com	Prime
5. BOB Chaplin	Chaplin and Sons Clearing & Demolition Inc	514 NATIONAL AVE Augusta, GA 30901	706-945-0838 706-831-9225		ChaplinAndSons AOL.Bn	Prime
6. Robert Chaplin Jr	Chaplin and Sons Clearing and Demolition, Inc	514 National Ave Augusta, GA 30901	706-945-0838 706-339-3181		ChaplinandSons @aol.com	Prime
7. Marcus Mitchell Bobby L. Baykin	THE M. MITCHELL GROUP, LLC	128 Newnan St Caccolton, GA 30117	404-886-4338	678-664-0465	themitch group.com	Prime

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Mandatory Pre-Proposal Conference Sign-in Sheet

RFP Item #18-273 401 Walton Way Demolition

For Augusta, Georgia – Central Services Department-Facilities Maintenance Division

Friday, August 16, 2019 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
8. Carlos Mejia	1 Priority Env.	216 West Eastbrook Gonzales LA 70337	225-647- 1708		mkauffman @optpriority .com	Sub
9. Dylan McNaughten	DT Specialized Services Inc	12037 E Pine St Tulsa, OK 74116	405.220.7252	918.949 4219	dmcnaughten @dtwreckit.com	Prime
10. JEAN-PAUL Goslet	Thompson Building Wrecking	631 11th St Augusta GA 30901	706-722-1432	706-722-4253	JPO ThompsonWrecking .com	PRIME
11. Tyson Thompson	Thompson Bldg Wrecking Co.	631 11th St Augusta, GA 30901	706-722-1432	706-722-4253	Tyson@ ThompsonWrecking .com	Prime
12. John Wilcox	In his NAME LAWN CARE	3530 CRAUFORDVILLE DR, AUGUSTA GA 30907	706 951-5063	—	MMMAIL711@ GMAIL.COM	Prime
13. Dana Hopkins	Augusta Industrial Services	15 Lovers Lane Augusta GA 30901	(706) (726) 84657		D.hopkins@ augusta industrial .com	Sub.
14. John Partridge	Marks Demolition and Env Group	4704 Fulcher Rd. Hephzibah, GA 30815	706 799 8574		john@ marksdemolitiongroup.com	Prime
15. Donald Pollock	D.H. Griffin Wrecking Company Inc	2305 Mobras Ind Blvd, Ellenwood, GA 30094	404-360-3012	803-739- 9790	dpollock@ dhgriffin.com	Prime

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Mandatory Pre-Proposal Conference Sign-in Sheet
RFP Item #18-273 401 Walton Way Demolition
For Augusta, Georgia – Central Services Department-Facilities Maintenance Division
Friday, August 16, 2019 @ 11:00 a.m.
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NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
16. Southern Site Development, LLC (SSD)	Dan Tuttle	5591 Peachtree Rd Chamblee, GA 30341	770-951-0464	404-795-0946	dtuttle@ssdco.us	Prime
17. Charles Patterson	Env. Solutions Services	790 Wyndham Place Circle Lawrenceville, GA 30044	404-924-9962		Charles.Solutions@ services@yahoo.com	SSD
18. JACOB SMITH	RHINO DEMOLITION + ENVIRONMENTAL SERVICES CORP.	11004 AMERICAN WAY, MYRTLE BEACH SC, 29577	(843) 839-1380	(843) 839-1381	JMSMITH@ RHINODEMOLITION. COM	Prime
19. Mark Brown	Complete Demolition Services	1943 S. 16th St Louisville, KY 40210	(502) 822- 3480	(502) 822- 3481	Mark@ demolition services.us	Prime
20. Steve Pollock	DH Griffin Wrecking Company	2365 Madras Industrial Parkway Elkwood Ga. 30294	404-561-9717	404-362 3613	sapollock@ dhgriffin.com	Prime
21. Robert Pope	United Rental	2325 Tubman Home Rd. Augusta GA 30906	706-796-6402	706-790-1575	rpope@ur.com	Vendor
22. Chad Muns	United Rental	2325 Tubman Home Rd. Augusta, GA 30906	706-853-1543	706-790-1575	rmuns@ur.com	Vendor
23. Yolanda Jackson	Compliance DBE/LSBOP	535 Telfair St. Ste. 530 Augusta GA 30901	(106) 841-2406	—	yjackson@ augustaga.gov	

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Mandatory Pre-Proposal Conference Sign-in Sheet

RFP Item #18-273 401 Walton Way Demolition

For Augusta, Georgia – Central Services Department-Facilities Maintenance Division

Friday, August 16, 2019 @ 11:00 a.m.

PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
24. Suwanette Jones	Compliance Dept WSBOP/DRE	595 Telford St. Ste 500 Augusta, GA 30901	706-432-5879	—	sjones2@augustaga.gov	
25. Dean Wilkie	J.J. Morley Inc.	17560 Industrial Court Alpharetta GA 30004	828-312-8021	—	dean.wilkie@morley.com	
26. James Morehead	Complete Demolition Serv.	P.O. Box 176 Carnolton GA 30112	770-757-7749	—	james.cds@caff.net	
27. Bruce Turner	ARC ABATEMENT	259 COUNTRYWOOD TRAIL SKY VALLEY, GA 30537	(706) 982-4454		bruce.turner@ARCA-BATEMENT.COM	Sub X
28. Preston Tuttle	J.B. Const. & Services, Inc.	3550 GORDON HWY GREENTOWN, GA 30913	706 650-1512	706 650-1513	JBconst@paol.com	X
29. Danielle Beatty	Dore & Associates Contracting, Inc.	900 Harry S. Truman Pkwy Boy City, MI 48706	989-684-8358	989-684-6663	est@cloreassoc.com	
30. Aubree Morris	Morris Insulation Environmental Inc.	1465 Broad St. Augusta, GA 30901	706-364-2946	706-364-2949	gmorris@mi-e.us	
31. Natalie Langlois	Morris Insulation Environmental Inc.	1465 Broad St. Augusta, GA 30901	706-364-2946	706-364-2949	gmorris@mi-e.us	

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Mandatory Pre-Proposal Conference Sign-in Sheet
RFP Item #18-273 401 Walton Way Demolition
For Augusta, Georgia – Central Services Department-Facilities Division
Friday, August 16, 2019 @ 11:00 a.m.
PLEASE PRINT

NAME	COMPANY/DEPT.	ADDRESS/CITY/STATE/ ZIP CODE	TELEPHONE NUMBER	FAX NUMBER	EMAIL	Prime/Sub
32. JOSH FREDERICK	JACKSON DEMOLITION SERVICE, INC.	2754 AQUEDUCT ROAD SCHENECTADY, NY 12309	518-374-3366	518-372-1116	jfrederick@ jacksondemolition .com	Prime
33. Michael Kelly	Jackson Demolition Service, Inc	2754 Aqueduct Rd. Scheneectady NY 12309	518-374-3366	518-372-1116	mKelly@ jacksondemolition .com	Prime
34. G.L. HARVEY	JACKSON DEMOLITION SERVICE, INC	2754 AQUEDUCT RD, SCHENECTADY, NY 12309	518-374-3366	518-372-1116	GLHARVEY@ GPMALL.COM	PRIME
35. DOUG PHELPS	TARGET CONTRACTORS, LLC	9797 HWY 78 LADSON, SC 29456	704 724 8666	888-270-1517	DPHELPS@ TARGETCONTRACTORS LLC.COM	PRIME
36. RICK ACREE	CENTRAL SERVICES		706-821- 1595		racree@ augustaga. gov	
37. Tywanne E Scott	Procurement		706821 2355			
38.						
39.						

5085



**Administrative Services Committee Meeting
12/10/2019 1:20 PM
Protest for RFP 19-273 - 401 Walton Way Demolition**

Department:	Procurement
Presenter:	Geri Sams
Caption:	Protest Discussion – A request by William J. Keogh, III, attorney with Hull Barrett representing Jackson Demolition to protest the decision of deeming their Request for Proposal as Non-Compliant in reference to RFP 19-273 401 Walton Way Demolition Augusta Central Services Department.
Background:	On Thursday, September 12, 2019, 3:00 p.m., the Procurement Department opened all RFPs received on RFP 19-273. The department received seven (7) responses. Five (5) of the responses were received as compliant. Two (2) vendors submitted packages, which were deemed as non-compliant for not including the correct number of copies. Each vendor was required to submit one (1) original and seven (7) copies of their proposal. Due to the lack of the required number of copies being submitted the vendor was deemed as non-compliant. After review of the RFP process and review of the specifications, RFP 19-273 clearly state on the cover page, page 10, page 14 and page 16 that vendors were required to submit an original and seven copies. A mandatory pre-proposal conference was also held on Friday, August 16, 2019 where this requirement was reiterated by the Procurement Department's representative during the pre-proposal conference.
Analysis:	The RFP documents were reviewed by the Procurement Department for completeness. The RFP package received from Jackson Demolition was reviewed and deemed as non-compliant because they did not submit the correct number of copies as required.
Financial Impact:	None
Alternatives:	Waiver his non-compliant status as a technicality and accept the RFP to be included in the evaluation process.

Recommendation: Deem the RFP submittal from Jackson Demolition as non-compliant and resume the RFP process for the five (5) submittals that were considered compliant for evaluation and recommendation of award to the Commission.

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

REVIEWED AND APPROVED BY:



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	



Procurement Department

Mrs. Geri Sams, Director

November 7, 2019

Certified Mailed/EMAIL/FAX - 70181130000153393139
(706-855-5447) / catkins@flintequipco.com

Chuck Atkins
Flint Equipment Co.
1206 Blaylock St.
Albany, GA 31705

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

Dear Mr. Atkins:

Please be advised that on October 25, 2019, the Procurement Department received your letter in reference to your submittal for ITB 19-226 Waste Handler-Dozer. In your letter, you are protesting the award of bid item 19-226. You include in your letter the following reasons for your protest.

- 1) We were told that the recommendation from the Procurement Department is to purchase the Caterpillar D8T machine.
- 2) The John Deere 1050k is \$105,517.00 less than Caterpillar D8T. Both machines are in the same size class and are head to head competitors.
- 3) The specifications for the bid were written completely around the Caterpillar D8T machine so no other manufacturer's machine could meet the specifications.
- 4) The exceptions on the bid that we had to take do not keep the John Deere 1050K machine from performing the tasks that are needed at the landfill.
- 5) We furnished references of other landfills running the John Deere machine that are completely satisfied with the performance of the John Deere machine in a landfill application.

You also included in your letter a list of all the exceptions that were taken by your company with a redlined justification for each item. You have also included a Product Comparison Bulletin PCCR1604 dated 13 June 2016 from John Deere which includes the top reasons to own the Deere 1050K. Please allow me the opportunity to address your concerns.

The Procurement Department has carefully reviewed your submittal and the requirements of the Augusta, Georgia ITB process. We have reviewed your protest and have determined that it is timely. Therefore, this item has been placed on hold until the protest has been resolved. Please allow me to address your protest.

- 1) In reference to the recommendation of award, the recommendation does not come from the Procurement Department. The recommendation of award for department items are presented by the User Department as a recommendation to the Commission for award. The Procurement Department does not issue recommendation of award for department bid items.

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

www.augustaga.gov

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



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

- 2) You have stated that John Deere 1050k unit is \$105,517.00 less than the Caterpillar D8T unit and that they are head to head competitors. Please be advised that price is not the leading factor in the recommendation of award for a bid item. The award recommendation is to the lowest most responsive bidder meeting the specifications.
- 3) You have stated that the specifications for the bid were written completely around the Caterpillar D8T machine so no other manufacturer's machine could meet the specifications. Please be advised on page 17 of the bid specification, it state the following:

SPECIFICATIONS FOR: Caterpillar D8T T4F (with SU Waste blade - with a weight in excess of 90,000 lbs.) or approved equivalent

1.00 BIDDER INSTRUCTIONS

- 1.01 For the purpose of continuity and to simplify the review process, a particular manufacturer's brand and model may be used for bid quoting. Use of a manufacturer's brand and model in gathering bid quotations does not eliminate consideration of other brands or models from the selection process. It is the intent of Augusta to accept bid quotes from all qualified manufacturers then select the best item(s) that meets or exceeds required specifications.

The request was for a Caterpillar D8T or approved equivalent machine. The specifications also state in section 1.01 the brand and model used is for gathering bid quotes and does not eliminate consideration of other brands or models. The intent of the bid was to accept bid quotes from all manufacturers and select the best item that meets or exceeds required specifications.

- 4) You have stated that the exceptions listed for the John Deere 1050K machine do not keep it from performing the tasks that are needed at the landfill. As stated before, the award for this item is to the lowest most responsive bidder meeting the specifications. The user department has determined from the expectations your company listed that the Caterpillar D8T is the lowest most responsive bidder.
- 5) You have furnished references of other landfills running the John Deere machine that are completely satisfied with the performance of the John Deere machine in a landfill application. The user department is aware of the information you have provided, they have also reviewed current and past usage of the John Deere products in our landfill and again has recommended the Caterpillar D8T as the lowest most responsive bidder.

We have reviewed your letter and the reasons you have listed for your protest and also reviewed the Environmental Services Department recommendation of award. From your protest response, we are not able to determine that your product would be the lowest most responsive bidder and concur with the Environmental Services Department recommendation of award. Regretfully, the Procurement Department has no choice but to deny your protest request.

Your protest was received in a timely matter; therefore in accordance to the rules and regulations governing this process, pursuant to Augusta, Georgia Guidelines and Procedures, Chapter 10 Article 9 (the "Procedures"), this ITB item is being placed on hold per the following code:

"...Stay of Procurements During Protests or Appeals. In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing."

1.00 BIDDER INSTRUCTIONS

- 1.01 For the purpose of continuity and to simplify the review process, a particular manufacturer's brand and model may be used for bid quoting. Use of a manufacturer's brand and model in gathering bid quotations does not eliminate consideration of other brands or models from the selection process. It is the intent of Augusta to accept bid quotes from all qualified manufacturers then select the best item(s) that meets or exceeds required specifications.

I wish to call your attention to **ARTICLE 6, Sec. 1-10-50 and ARTICLE 9, 1-10-81 and 1-10-82** of our Augusta, Georgia Code as it relates to handling claims. **The protest process for this item will follow Article 9 as listed below:**

ARTICLE 9: APPEALS, PROTESTS AND REMEDIES:

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies. Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. (Ordinance 7439 - Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of

Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.

(c) *Procedure to Speak to Full Commission Regarding Protest.*

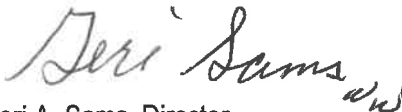
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

(d) *Effect of Failure to Appear at Hearing.* Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies. The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

We would like to thank you for your interest in doing business with Augusta and look forward to your company participating in future projects. Any correspondence concerning this matter or questions concerning future procurements 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
Or
Fax: 706-821-2811
Email: procbidandcontract@augustaga.gov

Sincerely,



Geri A. Sams, Director
Procurement Department

GAS/nw

Attachments

cc: Jarvis Sims, Interim Administrator
Wayne Brown, General Counsel
Mark Mehall, Environmental Services Department
Becky Padgett, Environmental Services Department
Treza Edwards, Compliance Department
Lena Bonner, Clerk of Commission

SECTION TWO

SPECIFICATIONS FOR: Caterpillar D8T T4F (with SU Waste blade - with a weight in excess of 90,000 lbs.) or approved equivalent

1.00 BIDDER INSTRUCTIONS

- 1.01 For the purpose of continuity and to simplify the review process, a particular manufacturer's brand and model may be used for bid quoting. Use of a manufacturer's brand and model in gathering bid quotations does not eliminate consideration of other brands or models from the selection process. It is the intent of Augusta to accept bid quotes from all qualified manufacturers then select the best item(s) that meets or exceeds required specifications.
- 1.02 Bidders will use the area in parenthesis provided at left margin, a check mark therein will be considered by Augusta as indication that bidders are meeting or exceeding that portion of the specification
- 1.03 Bidders will list the single unit price offered for each item, if required
- 1.04 Order quantity for this model year equipment is estimated at *one (1) unit*.
-

2.00 WARRANTY, EXTENDED WARRANTY AND MACHINE MONITORING

- 2.01 [] Warranty – standard vehicle warranty (Bidder will provide 2 copies of literature)
- 2.02 [] Extended warranty - Purchase price shall include full machine coverage warranty (parts, labor, travel time & mileage) for (5) Years or 10,000 operating hours, whichever occurs first.
- 2.03 [] Undercarriage Warranty – The machines will be operated in a sanitary landfill, as such, the undercarriage/track warranty shall not exclude such applications.
- 2.04 [] Two (2) hard copies and two (2) CD copies of the machine maintenance and parts manuals shall be included in the purchase price.
- 2.05 [] Two (2) copies of electrical and hydraulic schematics shall be included in the purchase price.
- 2.06 [] Two engine manuals and electronic copies shall be included in the purchase price.
- 2.07 [] A minimum of 8 hours of on-site operator and maintenance training shall be provided at time of machine delivery.
- 2.08 [] Auxiliary Equipment – bidder will provide a one year on-site warranty for all emergency equipment installed, response time will be no later than 12 hours of reported deficiency.
- 2.09 [] Warranty Replacement – bidder will provide a comparable machine, at no charge, if the equipment is inoperable for more than 72 hours, during the warranty period, due to unavailability of parts or failure of workmanship by the dealer.

THIS FORM MUST BE RETURNED WITH YOUR SUBMITTAL

ARTICLE 6

PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-50. Sealed bids selection method.

- (a) *Conditions for use.* All contracts of Augusta, Georgia shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-52-Sealed Proposals; 1-10-53-Professional Services; 1-10-54-Quotations; 1-10-56-Sole Source Procurement; and 1-10-57-Emergency Procurements, of this chapter).
- (b) *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.
- (c) *Public notice and bidder's list.* Adequate public notice of the invitation for bids shall be given in reasonable time, not less than ten (10) working days prior to the date set forth therein for the receipt of bids.
 - (1) Public works type contracts with values that equal or exceed one-hundred thousand dollars (\$100,000), shall be advertised at least once weekly for at least four (4) weeks prior to opening of bids.
 - (2) Public notice shall include publication for three (3) days within a ten (10) day period in the legal gazette or newspaper. The public notice minimally shall state the place, date, and time of pre-bid conference and/or bid opening, where specification documents may be obtained, and a brief description of the purchase or sale.

- (3) The Procurement Director shall also directly solicit sealed bids from all responsible prospective suppliers whose names appear on the Augusta, Georgia Bidders' List which the Procurement Director shall maintain.
- (d) *Pre-bid conference and addendum.* A conference to be conducted by the Procurement Director and using agency head, if appropriate, hearing will be scheduled at least five (5) working days before receipt of bids. While the pre-bid conference is not a requirement, it is strongly recommended and widely used to further acquaint interested bidders with the bid requirements and items to be purchased and vendor input. Any substantive changes to specifications resulting from the pre-bid conference or other vendor/contractor sessions shall be documented in an addendum and communicated to all bidders registered for the procurement action.
- (e) *Bid opening.* Sealed Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the public notice and invitation for bids. The amount of each bid, and such other relevant information as the Procurement Director deems appropriate, together with the name of each bidder shall be recorded; the record, and each bid, shall be open to public inspection in accordance with Section 1-10-5 (Public Access to Procurement Information).
- (f) *Bid acceptance and bid evaluation.* Provided that the bids are delivered to the Procurement Director at the time, place, and under the conditions contained in the Invitation for Bids, the bids shall be conditionally accepted without alteration or correction pending evaluation.
- (g) Bids shall be evaluated based on the requirements set forth in the invitation for bids, which may include bidder responsibility and responsiveness, capability and past performance, and criteria to determine acceptability such as inspection, testing, quality workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objective and clearly measurable, including but not limited to discounts, transportation costs, and total or life cycle costs.
- (h) *Correction or withdrawal of bids.* Correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted under the circumstances described below:

- (1) Mistakes discovered before bid opening may be modified or withdrawn by written or telegraphic notice received in the Procurement Office prior to the time set for bid opening.
- (2) The bidder may withdraw the bid, prior to bid opening, without revealing the amount of the bid, by submitting a new sealed bid and providing written notice of such withdrawal.
- (3) After the bid opening, corrections to bids shall be permitted only as to bid price and only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. Otherwise, no changes in bid prices or other provisions of bids shall be permitted.
- (4) In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 - (i) Such error in the calculation of the bid can be documented by clear and convincing written evidence;
 - (ii) Such error can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, or materials used in the preparation of the bid sought to be withdrawn;
 - (iii) The bidder serves written notice upon the Procurement Director either prior to the award of the contract or not later than forty-eight (48) hours after the opening of bids, excluding Saturdays, Sundays and legal holidays;
 - (iv) The bid was submitted in good faith and the mistake was due to a calculation or clerical error, an inadvertent omission or typographical error as opposed to an error in judgment; and
 - (v) The withdrawal of the bid will not result in undue prejudice to Augusta, Georgia or other bidders by placing them in a materially worse position than they would have occupied if the bid had never been submitted.

- (5) In the event that an apparent successful bidder has withdrawn his or her bid as provided in subsection (3) of this Code section, action on the remaining bids should be considered as though the withdrawn bid had not been received. In the event the project is re-let for bids, under no circumstances shall a bidder who has filed a request to withdraw a bid be permitted to resubmit a bid for the work.
- (6) No bidder who is permitted to withdraw a bid pursuant to subsection (3) of this Code section shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. (O.C.G.A. § 13-10-22).
- (7) All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported in a written report made by the Procurement Director.
- (8) Withdrawal after receipt of bids is cause to forfeit bid security unless substantial evidence was presented clearly evidencing the mistake and hardship that would occur to either Augusta, Georgia or the bidder in the event of award.
- (i) *Tie bids.* In the event two or more bidders are tied in price while otherwise meeting all of the required conditions, the bid shall be awarded to the business which is located within Augusta, Georgia, or if not within the above, within the State of Georgia. Where this method does not result in the awarding of a bid, the Procurement Director shall call a public forum, cause each bidder or stand-in to write the name of the bidder on paper and placed in a container, the winner to be determined by drawing lots.
- (j) *Letting the contract.* The contract shall be awarded or let in accordance with procedures set forth herein. Award shall occur with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- (k) In addition to price and other material factors, the Procurement Director, in consultation with the using agency, shall consider the following in the context of award recommendations:

- (1) The ability, capacity, and skill of the bidder to perform the contract or provide the services required,
 - (2) The capability of the bidder to perform the contract or provide the service promptly or within the time specified, without delay or interference,
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the bidder,
 - (4) The quality of performance on previous contracts,
 - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services,
 - (6) The sufficiency of the financial resources of the bidder relating to his ability to perform the contract,
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required, and
 - (8) The number and scope of conditions attached to the bid by the bidder.
- (l) *Award to other than low bidder.* When the award is not given to the lowest most responsive and responsible bidder, a full and complete statement of the reasons for awarding the purchase order or other contract shall be prepared and signed by the Procurement Director and/or Administrator and made part of the record file.

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:
 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee

Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

- (a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and
 - (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. (Ordinance 7439 – Commission Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) **Procedure to Speak to Full Commission Regarding Protest.**
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the

Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) Effect of Failure to Appear at Hearing. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

Sec. 1-10-89. Authority of Administrator to participate in procurement matters.

The Augusta, Georgia Administrator has the authority to:

- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

- (b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
- (b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

- (c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:
- (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
 - (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
 - (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.



CONSTRUCTION & FORESTRY DIVISION

1900 William Few Parkway
Augusta, Georgia 30912



PROCUREMENT DEPT.
GERI A. SAMS, Director
Room 605/535 Telfair Street
Augusta, Georgia 30901
(706) 821-2422

Date 19 OCT 75 2:48

NG BID

Company Name Flint Const. & Forestry Div

ta Procure

Bid Item # 19-226

Geri A. Sams, Di

Sign [Signature]

i Telfair Str

Comments Hand Delivered

Augusta,

PROTEST BID ITEM #19-226

BMoss



Protesting Bid Item #: 19-226

Waste Handler – Dozer

Flint Equipment

1900 William Few Parkway

Grovetown, Ga. 30813

Contact: Chuck Atkins

Email: catkins@flintequipco.com

Office 706-855-8554 / Cell 706-836-9900

We are protesting the awarding of the bid. Bid Item # 19-226

Reasons for protest:

- 1) We were told that the recommendation from the Procurement Department is to purchase the Caterpillar D8T machine.
- 2) The John Deere 1050k is \$106,517.00 less than Caterpillar D8T. Both machine are in the same size class and are head to head competitors.
- 3) The specifications for the bid were written completely around the Caterpillar D8T machine so no other manufacturer's machine could meet the specifications.
- 4) The exceptions on the bid that we had to take do not keep the John Deere 1050K machine from performing the tasks that are needed at the landfill.
- 5) We furnished references of other landfills running the John Deere machine that are completely satisfied with the performance of the John Deere machine in a landfill application.

Sincerely,

A handwritten signature in blue ink that reads 'Chuck Atkins'.

CHUCK ATKINS

Branch Manager

Flint Equipment Company



Richmond Co. 1050K Exceptions

5.02 The overall length of the LGP tractor shall not exceed 258 inches (6,551mm) when equipped with an SU WH bulldozer. 6678mm (That is only 127mm or 5 in.)

5.04 Ground clearance per SAE J1234 shall be at least 24.1 in (613mm) when measured from the face of the track shoes for the LGP tractor. 537mm (That is 76mm or 3 in.)

5.08 Engine shall develop at least 363 net fwhp under SAE J1995 standard conditions. Standard equipment shall include turbocharger, after-cooler, fan, air cleaner, water pump, fuel pump, muffler, lubricating oil pump, diesel oxidation catalyst and diesel particulate filter. 350hp (This is only 13hp and does Cat meet this specification?)

5.09 Alternator shall provide a minimum of 150 amps. 130 amps (This is 20Amps)

5.15 Engine Radiator shall be equipped with 6 FINS per inch on CORE to allow debris to pass through and help reduce plugging. 8 FINS (This is only 2 FINS)

5.17 Transmission shall be a planetary type power shift with lock-up clutch torque converter. Hydrostatic Transmission (The happens when a bid is written for a CAT machine. The Caterpillar has a torque converter Transmission and a Deere has Hydrostatic.)

5.20 Transmission shall have a reverse ground speed of at least 8.8 mph. 6.8 mph (This is 2mph in reverse.)?

5.36 Blade width shall be a minimum of 14 feet. 13 feet (This is 1 ft. less on width but we are 1ft. higher on the height with more Blade Capacity)

5.78 8SU LGP Landfill bulldozer shall have a minimum 48.35 in (1228 mm) ground clearance. 1099 mm (This is 129mm or 5 1/4 in.)

5.117 Cooling system capacity shall not be less than 22.7 gal (86 L). 19.4 gal (This is a good thing 3.3 gal of less coolant.)

5.121 Powertrain capacity shall not be less than 41 gals (155 L). 39.4 gal (This is the difference in the Deere and Cat Transmissions. The Deere uses less oil.)

5.123 Diesel Exhaust Fluid tank capacity shall not be less than 6.3 gal (24 L). 6.1 gal (0.2 gal The Deere uses less DEF so the tank is smaller)

Bulletin

PCCR1604 | 13 June 2016



Deere 1050K (FT4) vs. Caterpillar D8T (FT4)



REGION: United States and Canada

Top Reasons to Own the Deere 1050K (FT4)

Productivity

- The 1050K is **7% more productive** in a slot trenching operation and **22% more productive** in a backfilling operation than the D8T.
- **Dual-path hydrostatic transmission** on the 1050K provides infinitely variable speed control, power management, full power turns, on-the-go counter-rotation, dynamic braking, and hill hold allowing the operator to focus on blade control, not the transmission.
- **Total Machine Control** settings for transmission, steering, and electro-hydraulic controls on the Deere 1050K give operators unsurpassed one-of-a-kind control
- The 1050K has **superior visibility** with a clear, unobstructed view to the back of the blade, sides of the machine, and the ripper.

Uptime

- Operator station **tilts a full 70 degrees in only minutes**, for wide-open drivetrain-component access.
- Cooling package with **standard reversing fan** designed for high ambient temperatures. Fan reverses at preset intervals or on-demand.
- The 1050K uses **common** hydraulic and transmission filters with 2000 hour service intervals versus a 1000 hour hydraulic and 500 hour transmission filter interval on the D8T.

Low Daily Operating Cost

- The 1050K is **22% more fuel efficient (m³/L, yd³/gal)** in a backfilling operation than the D8T.
- The 1050K is **9% more fuel efficient (m³/L, yd³/gal)** in a slot trenching operation than the D8T when using EcoMode.
- The 1050K has **standard fuel saving features** like EcoMode, Auto Idle, and Auto Shutdown.

Backfilling

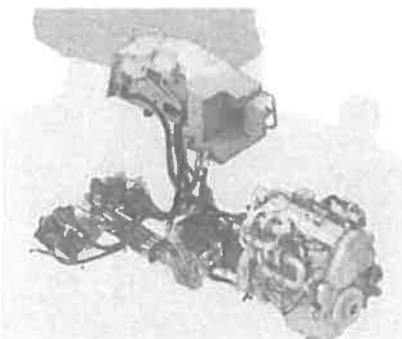
Test machines were comparably equipped outside dozers with Semi-U blades and Final Tier 4 engines. The 1050K speed settings (2.1F / 2.5R) were set to match the maximum speed the D8T could run while accurately backfilling material (2F / 2R).

The material that was excavated during the slot trenching test was shaped into a berm for the backfill operation and divided into equal run lanes. The machine pushed through each berm spreading the material in the corresponding run lane. Operators made passes until all the material was spread. Material moved, cycle times, and fuel consumption were measured for each machine.



	Deere	CAT	Deere is better by:
Fuel Consumption, L/hr (gal/hr)	58.8 (15.5)	58.4 (15.4)	Similar
Fuel Efficiency, m ³ /L (yd ³ /gal)	7.42 (36.7)	6.09 (30.1)	22%
Productivity, m ³ /hr (yd ³ /hr)	436 (570)	356 (465)	22%
% Blade Fill	85%	74%	14%
m ³ /cycle (yd ³ /cycle)	7.63 (10.0)	6.68 (8.7)	14%
Cycles/hr	57.1	53.3	7%

TRANSMISSION



The 1050K's dual-path hydrostatic transmission allows for smooth, infinite speed control.

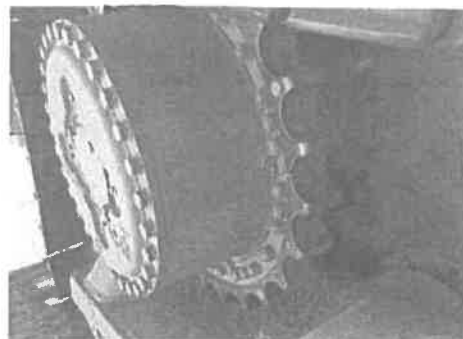
"Hydrostatic transmission is very intuitive... The operator can set machine at their preferred speed and leave it"

The 1050K is rated at 261 kW (350 hp) and weighs more than the D8T. The 1050K's hydrostatic transmission is more efficient than a power shift transmission at getting the power and weight to the ground for maximum productivity.

Load sensing transmission automatically reduces tractor speed under load and increases speed when shedding load. This allows the operator to focus on controlling the blade and not the transmission.

"The 1050K generally feels more powerful than the D8T"

"The additional weight of the 1050K was very apparent... The raw force the 1050K would develop was clearly higher than the D8 when pushing loose material"



The D8T uses a 3-speed power shift transmission with torque converter.

"There were many times when I wanted a speed between first and second, or a speed a little faster than second but not as fast as third gear"

The D8T is rated at 252 kW (335 hp) and is lighter than the 1050K. A torque converter transmission is less efficient at transferring power to the ground due to slippage, lowering productivity and increasing heat.

Auto Down Shift is a standard feature which, if enabled, will automatically downshift the transmission under load.

"Machine will down shift, but the operator would have to manually upshift all the time. This adds one more thing for the operator to do"

TRANSMISSION



The 1050K uses a single decel pedal to control engine speed and transmission speed or engine speed only. Dynamic braking and hill-hold make operation on slopes precise and controllable.

"Braking on slopes is smooth and never jerky"

The hydrostatic transmission allows for on-the-go counter rotation. The operator does not have to shift to neutral in order to counter rotate. This feature is useful for quick repositioning and to fight a side draft when corner loading the blade during a slot trenching operation.



The D8T uses two pedals to control the transmission – one to decelerate the machine and another as a service brake.

"Service brakes are VERY jerky and harsh"

"The machine will coast, making the use of service brakes important on slopes. This combined with the jerky nature of the brakes makes it a challenge to work on a slope"

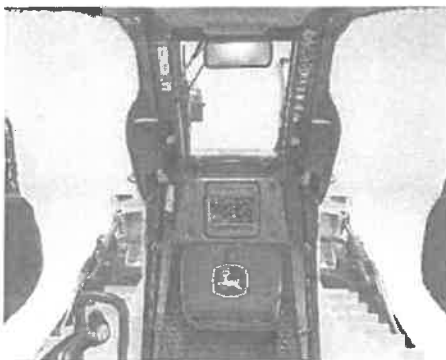
The D8T cannot counter rotate on-the-go. The operator must shift to neutral before counter rotating, lowering productivity.

CAB



The 1050K features viscous cab mounts and insulation for a smooth, comfortable ride. Integrated ROPS provide operator protection without compromising visibility. The 1050K has excellent visibility to the back of the blade and rear implement.

"Good forward visibility, better than the CAT D8T"



"Good over hood visibility, straight mounted monitor... make judging machine tilt attitude easy"

"Good visibility to the back of the cutting edge made it easy to tell when the blade was out of material"

The 1050K comes standard with a radio and storage space for an auxiliary MP3 player.



The D8T does not use viscous cab mounts. Large external ROPS posts on each side of the cab obstruct operator visibility to the side of the machine. Visibility to the back of the blade is obstructed by the blade linkage.

"Overhood visibility is mediocre. Not as good as the Deere"

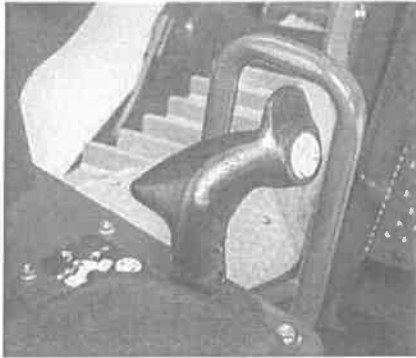


"Angled monitor... and poor visibility make it difficult to keep the blade level with respect to the tractor"

"Visibility to the back of the blade made it difficult to tell when the blade was out of material"

The D8T does not come standard with a radio.

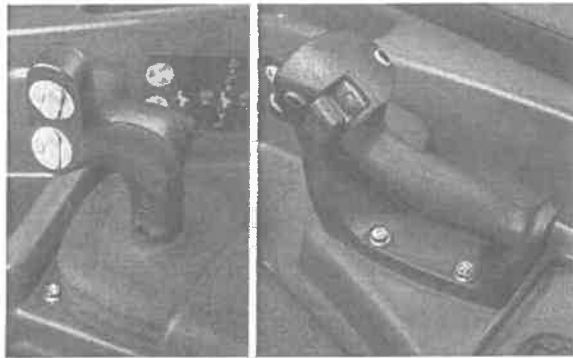
CONTROLS



The 1050K comes standard with electro-hydraulic (EH) controls for the transmission and steering.

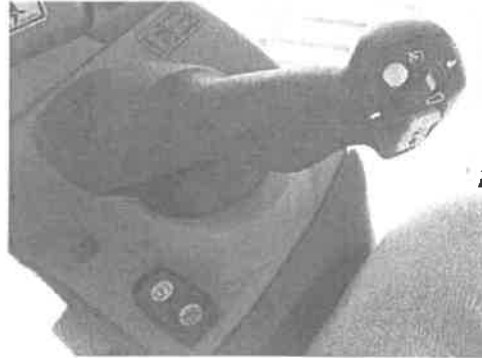
Direction of travel is controlled by the detented FNR with low effort steering controls. Speed-in-Grip (SIG) buttons are conveniently located on the joystick to control machine speed.

"Steering is responsive and predictable"



The 1050K comes standard with Grade Control Ready, EH hydraulics. John Deere's open architecture allows the customer to install their grade control system of choice.

The 1050K has available power pitch for applications where the operator adjusts blade pitch more frequently. Power pitch allows for programmable return-to-pitch settings that can be changed with the touch of a button.

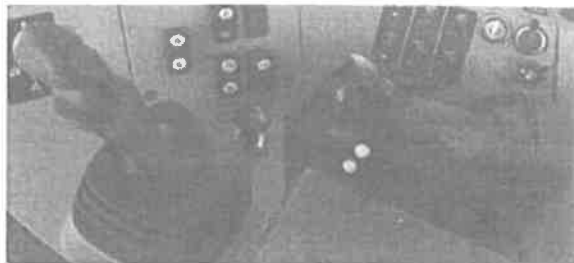


The D8T comes standard with electro-hydraulic controls (EH) for the transmission and differential steering.

Direction of travel is controlled by a yellow FNR rocker switch. The tiller steer configuration requires rotating the entire base for steering. A thumb roller controls gear selections and an additional button allows for-gear recall.

"FNR switch is in an awkward spot... it seemed a little low"

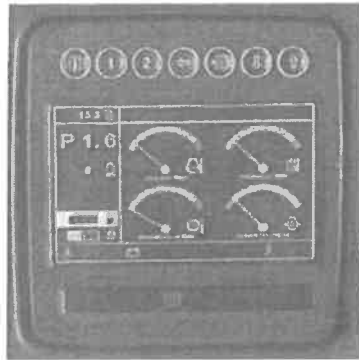
"Steering was jerky, but maneuverable"



The D8T comes standard with EH hydraulics to control the blade and rear implement.

The D8T has available power pitch with a dual tilt configuration. Power pitch allows for programmable settings for Load, Carry, and Spread modes.

UPTIME MONITOR



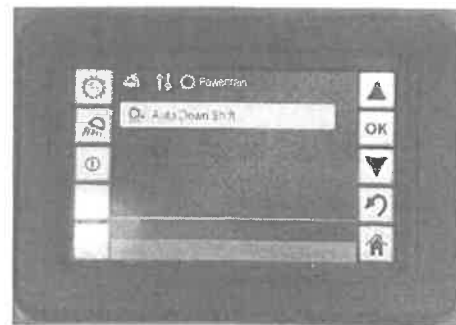
The 1050K comes standard with a 7" color monitor. This monitor provides the customer with menus to monitor machine information and access diagnostic menus for easy troubleshooting.



The monitor also contains menus to adjust transmission and hydraulic settings to the operator's preference including reverse ratio, aggressiveness, decelerator response, FNR shift rate, steering rate and modulation, maximum ground speeds, and hydraulic metering.



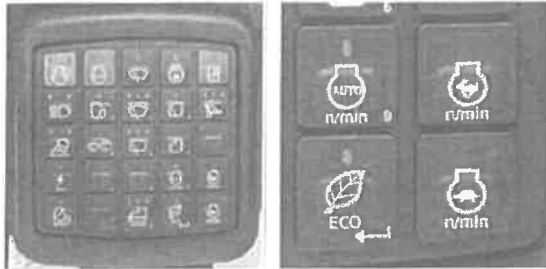
The D8T has a standard monitor with manual gauges for machine information display.



An additional color touch screen monitor is standard on the D8T which allows for adjustment of programmable features and display of diagnostics. The color screen is located off to the side in the cab.

The D8T has a Slope Indicate feature which displays the current percentage machine pitch and machine roll on the color screen.

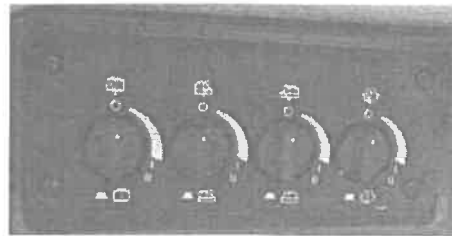
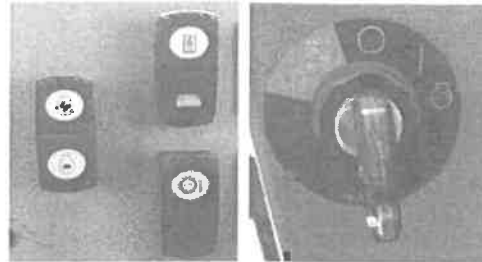
SWITCHES



The 1050K has switches centrally located in the Sealed Switch Module (SSM) on the right side of the cab.

The SSM provides a keyless start feature with a coded-security start feature.

"Like having most of the machine functions on the SSM"



The D8T has several rocker switches in different locations of the cab to control lights, wipers, engine speed, hydraulic enable, and engine regeneration.

"Did not like how the switches that control the various functions are all over the cab"

Use of a key to start the machine does not allow for a coded start feature.

COOLING PACKAGE



The 1050K cooling package was designed for maximum uptime. The 1050K has a hydraulically driven fan with standard reversing. The fan can be set to reverse at preset intervals or any time by pressing a button on the Sealed Switch Module (SSM).

The 1050K coolers are in a stacked arrangement. Access for cleanout is possible through the engine side doors with an additional cleanout between the coolers by removing side panels.

The fan and coolers are protected by a heavy duty grille with an additional metal screen designed to stop debris. Each grille door can be opened by removing 4 bolts.

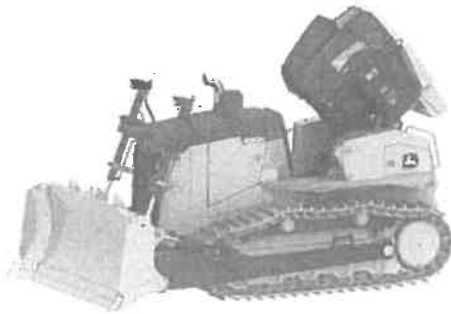


The D8T uses a hydraulically driven fan. A reversing fan is available as an option. If equipped, the reversing fan automatically reverses at preset intervals or when commanded by the operator.

The D8T coolers are arranged in a side-by-side configuration. Access for cleanout is possible from the engine side doors.

The fan and coolers are protected by a front grille. Each grille door can be opened by removing 4 bolts.

SERVICEABILITY



The 1050K cab tilts 70 degrees for excellent access to major components. Cab tilt reduces downtime during repairs and adjustments.

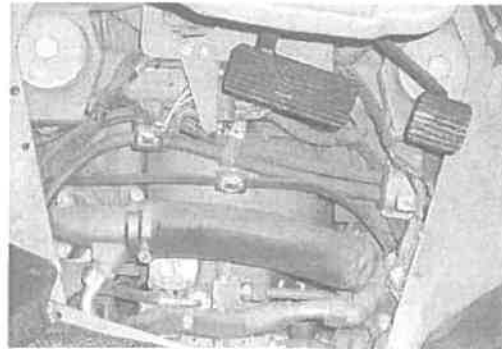


The engine oil fill and dipstick are located on the left side of the machine. A standard engine compartment light illuminates for easier service.

The 1050K uses separate, vented reservoirs for the transmission and hydraulic systems. Separate reservoirs help reduce the risk of cross contamination between each system, reducing downtime.



Fuel filters are grouped in the left service compartment, along with the transmission oil filter and transmission sight gauge. The right rear service compartment contains hydraulic oil filters and hydraulic sight gauge. All transmission and hydraulic filters are on a 2000 hour service interval.



The D8T does not have a tilting cab. Limited access to components is available by removal of the floorplate within the cab.



The engine oil fill, dipstick, and fuel filters are located in the left engine compartment.



The transmission oil filter and hydraulic oil filter are located on the right side of the machine. The transmission filter has a 500 hour service interval and the hydraulic filter has a 1000 hour service interval.

LOW DAILY OPERATING COSTS

UNDERCARRIAGE



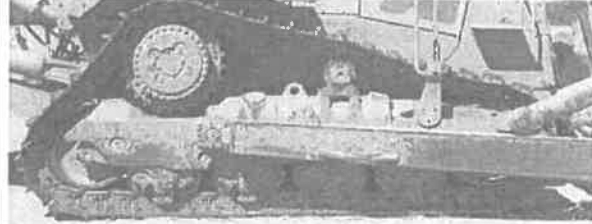
The 1050K uses an oval track undercarriage with four sets of bogies per side to cushion the ride and keep the undercarriage in contact while travelling over uneven terrain. The 1050K uses 2 carrier rollers to support the track chain and has 134.6 inches of track on ground.

The 1050K undercarriage uses components that are interchangeable with the D8 for customers with mixed fleets. Interchangeable components include;

- Bottom rollers
- Bogie pins
- Track pads
- Track chain (1050 has 2 additional links)

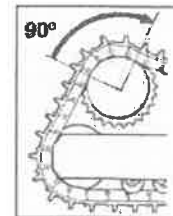


The 1050K features double reduction planetary final drives that are a full machine class larger than the D8T. The final drives utilize an oil-filled seal cavity to capture debris. The seal cavity has a 500 hour flushing interval with an integrated final drive flushing system.

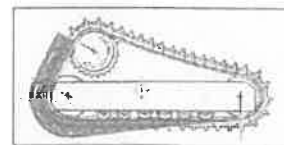


The D8T uses a high drive undercarriage with four sets of bogies per side to cushion the ride and keep the undercarriage in contact while travelling over uneven terrain. The D8T uses 1 carrier roller to support the track chain and has 126 inches of track on ground.

The high drive undercarriage has several disadvantages compared to the oval track design. High drive has more components and more wear points than an oval track design.



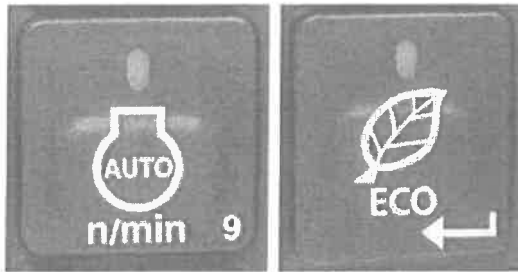
High drive distributes the sprocket load over a smaller segment of the chain, increasing motion and wear.



Due to the elevated sprocket design, an additional 60% of the track chain is under tension in forward, causing increased motion and wear.

The elevated final drive on the D8T positions the sprocket away from mud and material. The D8T does not have a seal cavity or flushing system.

FUEL ECONOMY



The 1050K comes standard with fuel saving features such as Auto Idle, EcoMode, and Auto Shutdown.

Auto Idle lowers the engine speed to idle when no functions are being commanded. When a function is commanded, auto idle returns to the previous engine speed setting.

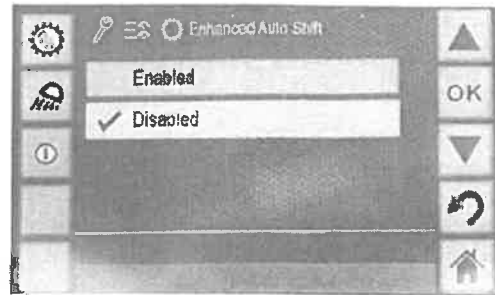
EcoMode works in both forward and reverse directions. EcoMode lowers engine speed and upshifts the hydrostatic transmission in light load applications such as backing up or spreading material.

When a load is applied, EcoMode seamlessly increases engine speed and downshifts the transmission to deliver maximum power with no loss in productivity.

Machine Preferences	
1: Transmission Settings	
2: Hydraulic Settings	
3: Courtesy Lights	Off
4: Auto Shutdown	5 min
5: Auto Fan Reversing	30 min
6: Auto Idle	3 Sec
7: Brake Mode	Normal

Auto Shutdown is a feature that shuts down the machine after a period of inactivity. Both Auto Idle and Auto Shutdown have selectable timers in the monitor.

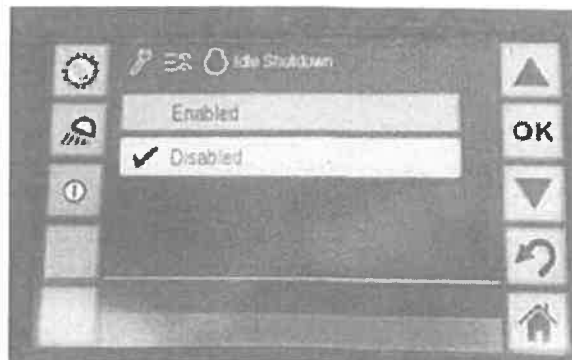
Fuel economy features can be locked on by machine owners through the monitor.



The D8T comes standard with Enhanced Auto Shift, a feature that controls engine speed and gear shifting to choose the most efficient gear based on the application.

The Enhanced Auto Shift feature decreases engine speed and upshifts the transmission under light loads. In Deere's slot trenching tests, the D8T did not save any additional fuel with this feature enabled.

Because the D8T uses a 3 speed transmission, combinations of engine speed and gear are limited. These limited speed ranges result in limited fuel savings.



The D8T has an optional Engine Idle Shutdown feature which will shut down the machine after it has been idling for a pre-set period of time.



CONSTRUCTION & FORESTRY DIVISION

1900 William Few Parkway
Grovetown, Georgia 30813



PROCUREMENT DEPT.
GERI A. SAMS, Director
Room 605/535 Telfair Street
Augusta, Georgia 30901
(706) 821-2422

Date 19NOV12 4:55

Company Name Flint

Bid Item # 19-000

Sign [Signature]

Comments Hand Delivered

Approved

S. Hill

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CONSTRUCTION & FORESTRY DIVISION

Appeal of the Decision to Deny the Protest Bid Item #: 19-226

Waste Handler – Dozer

Flint Equipment

1900 William Few Parkway

Grovetown, Ga. 30813

Contact: Chuck Atkins

Email: catkins@flintequipco.com

Office 706-855-8554 / Cell 706-836-9900

We are appealing the decision to deny our protest of bid item # 19-226.

Reasons for Appeal:

- 1) The Yancey Brothers bid should be rejected for not taking an exception on the horsepower of their D8T which is 354 Net Horsepower.
5.08 Engine shall develop at least 363 net fwhp under SAE J1995 standard conditions.
- 2) The John Deere 1050k is \$106,517.00 less than the Caterpillar D8T with minimal exceptions. All the specifications for the bid were written based on the Caterpillar specification sheet so no other manufacturer could bid without taking exceptions. I'm sure the tax payers of Augusta/Richmond County would not understand spending \$106,517 more for the CAT when the John Deere machine is in the same size class and is the head to head competitor. The John Deere 1050K also will have a 5 year /10,000 hour Full Machine Warranty. Flint Equipment's 1050K John Deere Bulldozer bid is definitely the lowest most responsive bid when you consider a lower selling price by \$106,517, a 5 Year / 10,000 Hour Full Machine Warranty, and minimal exceptions that will not affect the performance and production of the machine in the landfill application.



3) The exceptions that the user department highlighted:

Section Two 5.04 Track shoe Ground Clearance

The Deere 1050K is only 3 inches lower which will not affect the performance of the machine in the landfill application. Flint Equipment sold (3) 850K John Deere Bulldozers to the Richmond County Landfill that have been working there for 5 years now with superior uptime in the landfill application. In the words of the Environmental Services “the three dozers currently operating are reaching their normal life expectancy”. They also go on to say that the Deere 850K’s breakdowns are based on the effects of the lower undercarriage. **(NOT TRUE)** Looking back at the service records of the three 850K’s, they have never had any breakdowns based on final drive repairs. The reason the John Deere Bulldozers don’t have final drive failures in the landfill application is because they use a double seal and also have extreme duty trash guards that prevent wire, tape, etc from wrapping. The top of the track frame is sloped to aid in material shedding during operation which helps the track stay cleaner. The carrier rollers are located to the inside of the frame also providing easier cleanout of dirt and debris. John Deere’s waste handler package is designed to maximize undercarriage life and prevent failures.

Section Two Engine 5.08 Horsepower

As stated before, the Caterpillar does not meet the 363 net horsepower requirement. The CAT D8T has 354 net horsepower and the John Deere 1050K has 350 net horsepower.

Section Two Engine 5.09 Alternator

The Caterpillar D8T is designed for a 150-amp alternator and the Deere 1050K is designed for a 130-amp alternator. This is a manufacturer design and not all manufactures will have the same.

Section Two 5.17 Transmission

The Deere 1050K is designed with a hydrostatic transmission and the Caterpillar is designed with a planetary type power shift transmission. The hydrostatic transmission is more operator friendly, gives the operator more control over the dozer, and is more productive. Different manufacturers have different designs.

Section Two 5.36 Blade

The Deere 1050K is 1 foot shorter in width but the Deere is 1 foot taller in height. This means that the Deere will push as much if not more that the Caterpillar.

Section Two 5.78 Work Tool Specifications

The Deere 1050K is 5 ¼ inches lower on blade ground clearance than the Caterpillar D8T. The will have no effect on the production of the machine in a landfill application because the blade stays down in the debris in order to move the trash or dirt.

Section Two Undercarriage 5.49

Flint with the Deere 1050K **DID NOT** take an exception on this.





As stated earlier, Flint Equipment's 1050K John Deere Bulldozer bid is definitely the lowest most responsive bid when you consider a lower selling price by \$106,517, a 5 Year / 10,000 Hour Full Machine Warranty, and minimal exceptions that will not affect the performance and production of the machine in the landfill application.

Sincerely,

CHUCK ATKINS

Branch Manager

Flint Equipment Company

AG & TURF DIVISION
CONSTRUCTION & FORESTRY DIVISION
POWER SYSTEMS DIVISION

1900 William Few Parkway
Grovetown, Georgia 30813

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JOHN DEERE



**Administrative Services Committee Meeting
12/10/2019 1:20 PM
Request to deny the protest from Flint Equipment Co.**

Department:	Procurement
Presenter:	Geri A. Sams
Caption:	Protest Discussion – A request by Flint Equipment Co. (Chuck Atkins) to protest the decision of the Environmental Services recommendation of the award of Bid Item 19-226 Waste Handler Dozer to Yancey Brothers.
Background:	On Thursday, May 17, 2019 11:00 a.m., the Procurement Department opened all bids received on Bid 19-226. The department received two (2) responses and one (1) no bid response. The two (2) responses were received as compliant bids. Flint Equipment Company took twelve (12) exceptions to the dozer bid specifications. The Procurement Department received a protest letter from Flint Equipment on October 25, 2019 protesting the award recommendation. Procurement denied the protest on November 7, 2019. An appeal request was received by Flint on November 11, 2019.
Analysis:	The bid documents were reviewed by the Procurement Department for completeness. The responsive bid packages received was sent to the Environmental Services for review and recommendation of award. After review, the Environmental Services made a recommendation that the award be to Yancey Brothers.
Financial Impact:	None
Alternatives:	None
Recommendation:	Deny the bid protest and move forward with the department recommendation of award of Bid Item 19-226 Waste Handler Dozer to Yancey Bros.

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

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission
