



ADMINISTRATIVE SERVICES

1. Motion to approve the purchase of one 2024 Truck, Single Axle Dump, at a total cost of \$109,227.00 from CSRA Fleetcare, Inc. of Augusta, GA (Bid #22-229) for the Engineering Department –Maintenance Division. [Attachments](#)
2. Motion to approve due to purchases on the individual purchase orders will exceed \$25,000.00 per order. The following annual bid item: Fire Department: 22-038 Firefighter Work Uniforms and Accessories. The recommendation of award is for two (2) years with the option to extend for three (3) additional one (1) year upon mutual consent of both parties. [Attachments](#)
3. Discuss the financial needs of the Augusta Richmond County Library System and how the commission can assist. **(Requested by Commissioner Dennis Williams)** [Attachments](#)
4. Motion to approve the Administrator's recommendations as stated in the Employee Retention Plan presentation. [Attachments](#)
5. Motion to approve development of four (4) Affordable single-family homes, new construction. [Attachments](#)
6. Request to approve submission of the FY2022 Annual Action Plans and authority for the Mayor, as Augusta, Georgia's Certifying Official, to execute the documents, including but not limited to, the SF-424s and Certifications and Assurances required to be included with this submission, as well as Certifications of Consistency with the Consolidated Plan for HUD CoC Grant Applications for 2022. [Attachments](#)
7. Motion to approve the minutes of the Administrative Services Committee held on July 12, 2022. [Attachments](#)



Administrative Services Committee Meeting
7/26/2022 1:10 PM
2022 Engineering - Truck, Single Axle Dump

Department:	Central Services
Presenter:	Ron Lampkin
Caption:	Motion to approve the purchase of one 2024 Truck, Single Axle Dump, at a total cost of \$109,227.00 from CSRA Fleetcare, Inc. of Augusta, GA (Bid #22-229) for the Engineering Department –Maintenance Division.
Background:	The Engineering Department –Maintenance Division is requesting to purchase this truck as a replacement asset #043042 for operations requiring the movement of bulk soil, gravel, or other materials. This asset is vital for the Engineering-Maintenance Division to effectively perform day to day duties.
Analysis:	The Procurement Department published a competitive bid using the Demand Star application for a 2024 Truck, Single Axle Dump. Invitations to bid were sent to 26 vendors and only one responsive bid was received. CSRA Fleetcare, Inc. of Augusta, GA offered the requested equipment and provided all the necessary specifications for the desired equipment. Bid 22-229: Truck, Single Axle Dump Truck: 2024 Isuzu Hino L-6 – CSRA Fleetcare, Inc: \$109,227.00 (Augusta, GA)
Financial Impact:	\$109,227.00 using the Capital Outlay Fund account; 272-01-6440/54.21110
Alternatives:	(1) Approve the request; (2) Do not approve the request
Recommendation:	Motion to approve the purchase of one 2024 Hino L-6 Truck, Single Axle Dump at a total cost of \$109,227.00 from CSRA Fleetcare, Inc of Augusta, GA (Bid 22-229) for the Engineering Department – Engineering Maintenance Division.
Funds are Available in the Following Accounts:	272-01-6440/54.21110

Cover Memo

Item # 1

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission



**Bid Opening Bid Item #22-229 2023/2024 Non-CDL Single Axle Dump Truck
for Augusta, Georgia- Central Services Department-Fleet Maintenance Division
Bid Due: Friday, May 27, 2022 @11:00 a.m.**

Total Number Specifications Mailed Out: 26
Total Number Specifications Download (Demandstar): 0
Total Electronic Notifications (Demandstar): 443
Georgia Registry: 298
Total packages submitted: 2
Total Non-Compliant: 0

VENDORS	CSRA Fleetcare Inc DBA Matthews Motors 1351 Gordon Hwy Augusta, GA 30901	Nichols Fleet Equipment 2401 E. 31st Chatt. TN 37407
Attachment B	Yes	NO BID RESPONSE
E-Verify Number	873249	
SAVE Form	Yes	
5.00 - VEHICLE REQUIREMENTS		
5.00 Vehicle Requirements	\$109,227.00	
8.00 - OPTIONAL ITEM		
8.01 4x4 Drivetrain	n/a	
8.02 Clutch Shift PTO	n/a	
BIDDER OFFER		
Year:	2024	
Make:	Hino	
Model:	L-6 Formerly 268A	
Bid Price:	\$109,227.00	
Approximate Delivery Time:	12/31/2023	Item # 1



GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT: GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered. For additional information or to enroll your company, visit the State of Georgia website: <https://e-verify.uscis.gov/enroll/> and/or http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf

CONTRACTOR'S NAME:	no sub contractors
SUBCONTRACTOR'S (YOUR) NAME	
SOLICITATION/BID NUMBER/CONTRACT NUMBER OR PROJECT DESCRIPTION:	

SUBCONTRACTOR AFFIDAVIT under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with CSRA Fleetcare Inc. DBA Matthews Motors (name of contractor) on behalf of AUGUSTA, GEORGIA RICHMOND COUNTY CONSOLIDATED GOVERNMENT has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number: 6-VERIFY REQUIRED FOR ALL CONTRACTS O/PD \$2,499.00

873249
**** (Provide E-Verify Number Here) ****

4-27-2015
Date of Authorization
(NOTE: Registered date can be found on MOU)

no sub contractors
Name of Subcontractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Robert Griffin
Printed Name of Authorized Officer or Agent of Contractor

So Account Mgr
Title (of Authorized Officer or Agent of Contractor)

[Signature]
Signature (of Authorized Officer or Agent of Contractor)

6-15-2015
Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 15th DAY OF June, 20 22

Tanya Matthews
Notary Public

2/27/24
My Commission Expires:

NOTARY SEAL
Tanya Matthews
NOTARY PUBLIC
Richmond County, GEORGIA
My Commission Expires 02/27/2024

The undersigned further agrees to submit a notarized copy and any required documentation noted as part of the Augusta, Georgia Board of Commissions specifications which govern this process. I further understand that my submittal will be deemed non-compliant if any part of this process is violated.

Note: The successful vendor will submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A. Notarize and Return the form as requested.

REV. 4/09/2021



In accordance with the Laws of Georgia, the following affidavit is required by all vendors

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

I, Robert G. Iffla certify that this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), CSRA Fleetcare Inc has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of CSRA Fleetcare Inc is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

[Signature]
Signature of Authorized Company Representative

SA Acct Manager
Title

Sworn to and subscribed before me this 15th day of June, 2022

[Signature]
Notary Signature

Notary Public: Tanya Matthews (Print Name)

County: Richmond

Commission Expires: Tanya Matthews 2/27/24 NOTARY SEAL

NOTARY PUBLIC

Richmond County, GEORGIA

NOTE: The successful bidder must submit the above forms to the Procurement Department no later than five (5) days after receiving the "Letter of Recommendation" (Vendor's letter will denote the date forms are to be received). If Subcontractor's are NOT used, write N/A. Notarize and Return the form as requested.

Rev. 4/09/21



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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and CSRA FLEETCARE INC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

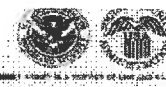
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

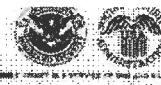
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



Company ID Number: 873249

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 873249

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



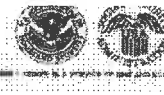
Company ID Number: 873249

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



Company ID Number: 873249

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 873249

Approved by:

Employer CSRA FLEETCARE INC.	
Name (Please Type or Print) Robert G Matthews	Title
Signature Electronically Signed	Date 04/27/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/27/2015

Company ID Number: 873249

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	CSRA FLEETCARE INC.
Company Facility Address	1351 GORDON HWY AUGUSTA, GA 30901
Company Alternate Address	PO Box 127 Augusta, GA 30903
County or Parish	RICHMOND
Employer Identification Number	581948666
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 873249

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

GA	1
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Company ID Number: 873249

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name AARON C Matthews
Phone Number 7067223997221
Fax 7068492209
Email aaron.m@matthewsmotors.org

Name Stacy Wilson
Phone Number 7067223997205
Fax 7068492209
Email stacy.fleetcare@gmail.com

Name TANYA C MATTHEWS
Phone Number 7067223997210
Fax 7068492209
Email tanvafct@gmail.com



Company ID Number: 873249

This list represents the first 20 Program Administrators listed for this company.

THIS CERTIFICATE IS TO BE POSTED IN A CONSPICUOUS PLACE IN THE BUSINESS HEREIN DESCRIBED.

**BUSINESS
CERTIFICATE**

AUGUSTA 2022

MAILING ADDRESS INFORMATION

CSRA FLEETCARE INC. dba MATTHEWS MOTORS
P O BOX 127
AUGUSTA, GA 30903

THIS CERTIFICATE EXPIRES
12/31/2022

BUSINESS LICENSE # LCB19990008732

ISSUE DATE: 01/27/2022

CERTIFICATE ISSUED IN THE NAME OF: CSRA FLEETCARE INC. dba MATTHEWS MOTORS

CLASSIFICATION(S):

44111 - NEW CAR DEALERS (1)

BUSINESS TYPE: BUSINESS

BUSINESS LOCATION: 1351 Gordon Hwy, Augusta, GA 30901

CERTIFICATE HOLDER INFORMATION:

ROBERT MATTHEWS

THIS OCCUPATIONAL TAX CERTIFICATE IS VALID FOR CALENDAR YEAR ENDING 12/31/2022 AND IS SUBJECT TO RENEWAL BY 1/31/2023. THE PLANNING AND DEVELOPMENT DEPARTMENT SHALL HAVE THE RIGHT TO SUSPEND ANY CERTIFICATE IF THE BUSINESS VIOLATES ANY LAW OR ORDINANCE OF THE UNITED STATES, THE STATE OF GEORGIA, OR AUGUSTA, GEORGIA.



Robert H. Sherman III
Director



Administrative Services Committee Meeting
7/26/2022 1:10 PM
2022 Firefighter Work Uniforms and Accessories - Bid 22-038

Department: Procurement

Presenter: Geri Sams

Caption: Motion to approve due to purchases on the individual purchase orders will exceed \$25,000.00 per order. The following annual bid item: Fire Department: 22-038 Firefighter Work Uniforms and Accessories. The recommendation of award is for two (2) years with the option to extend for three (3) additional one (1) year upon mutual consent of both parties.

Background: Each item has been bid through the sealed bid process as directed in the Augusta Procurement Code. The User Departments have reviewed the submittals and has presented a recommendation of award to the Procurement Department. The recommendation of award is for two (2) years with the option to extend for three (3) additional one (1) year upon mutual consent of both parties.

Analysis: The Fire Departments is responsible for the purchase of the items listed on the individual bids.

Financial Impact: Purchases will be made on an as needed basis.

Alternatives: Not to award and make purchase per the Augusta Procurement Code.

Recommendation: Approve the recommendation as submitted by the User Departments.

Funds are Available in the Following Accounts: 274-03-4110 / 5311410

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Cover Memo

Item # 2

PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS

Sec. 1-10-48. Generally.

The following sections provide detailed information concerning the use of the seven (7) source selection methods available for use for the procurement of commodities, services and construction products for Augusta, Georgia. The seven methods are:(1) sealed bids, (2) sealed proposals, (3) special services, (4) quotations or informal bids, (5) sole source, (6) emergency procurement and (7) annual contracts.

Purpose:
A significant portion of the Augusta, Georgia Annual Budget is committed each year to various purchase contracts such as raw materials, equipment, equipment parts or components, general supplies, and professional and non-professional services. Therefore, it is essential that maximum value be obtained for each public tax dollar spent. A proven technique for obtaining this goal is through the annual bid contract process,

Sec. 1-10-58. Annual contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Purchases on the following annual bid items will exceed \$25,000.00 per order:

	Description	Recommended Vendors	Local Vendors	2021	Budget	Comments
Recreation						
22-038	Firefighter Work Uniforms and Accessories	NAFECO		\$155,160.34	\$188,500.00	
Total				\$155,160.34		

Sec. 1-10-58. Annual Contracts.

Upon approval of an annual contract by the Board of Commissioners (or the Administrator for annual bids of up to \$25,000), any using agency may order supplies or services under such annual contract as needed up to the maximum amount approved in the annual bid.

Purchases on the following annual bid items will exceed \$25,000.00 per order:

Invitation To Bid

Sealed bids will be received at this office until Thursday, April 21, 2022 @ 11:00 a.m. **via ZOOM Meeting ID: 818 342 2642; Passcode: 164731** for furnishing:

BID ITEM FIRE DEPARTMENT - ANNUAL CONTRACT

COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE (Bid Items may have more parent codes)
1.	22-038 Firefighter Work Uniforms and Accessories	CLO-200-72; CLO-200-85; CLO-200-86; CLO-200-87 CLO-200-88; CLO-201-37

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

Gerri A. Sams Procurement Department
535 Telfair Street - Room 605, Augusta, Georgia 30901
706-821-2422

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

All questions must be submitted in writing by fax to 706 821-2811 or email to annualbids@augustaga.gov to the office of the Augusta, Georgia Procurement Department by Friday, April 8, 2022 @ 5:00 P.M. No bid will be accepted by fax; all must be received by mail or hand delivered.

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of sixty (60) days after bids have been opened.

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

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

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

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

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle March 17, 24, 31, 2022 and April 7, 2022
Metro Courier March 17, 2022

OFFICIAL



Extended Tab
Bid Opening - Bid Item #22-038
Firefighter Work Uniforms & Accessories
for Augusta, Georgia - Fire Department
Bid Due: Thursday, April 21, 2018 at 11:00 a.m.

Total Number Specifications Mailed Out: 19

Total packages submitted: 3

Total Noncompliant: 0

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Attachment B	Yes	Yes	No Bid Submitted
E-Verify Number	272348	163356	
SAVE Form	Yes	Yes	
Addendum 1	Yes	Yes	
Section II - Dress Uniforms			
Item 1 - Men’s White Long Sleeve Zippered Front Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
Neck sizes: 14-1/2 to 18-1/2	\$46.22	\$54.00	
Neck Size: 19	\$60.22	\$56.00	
Neck Size: 20	\$60.22	\$56.00	
Neck Size: 21	\$60.22	\$56.00	
Neck Size: 22	\$60.22	\$58.00	
Item 2 - Men’s White Short Sleeve Zippered Front Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
Neck sizes: 14-1/2 to 18-1/2	\$45.22	\$48.00	
Neck Size: 19	\$59.22	\$48.00	
Neck Size: 20	\$59.22	\$48.00	
Neck Size: 21	\$59.22	\$50.00	
Neck Size: 22	\$59.22	\$50.00	
Item 3 – Women’s White Zippered Front Long Sleeve Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
Bust Size: 28 - 46	\$46.22	\$54.00	
Bust Size: 48 - 52	\$60.22	\$54.00	
Item 4 – Women’s White Short Sleeve Zippered Front Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
Bust Size: 28 - 46	\$45.22	\$48.00	
Bust Size: 48 - 52	\$59.22	\$48.00	
Item 5 – Men’s Flying Cross Dress Trouser (or equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
28 - 42	\$37.22	\$46.00	
44 - 50	\$41.22	\$46.00	
52 - 54	\$44.66	\$48.00	

Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
56 - 58	\$48.22	\$48.00	
Item 6 – Women’s Flying Cross Dress Trouser (or equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
4-18	\$37.22	\$46.00	
20 - 24	\$41.22	\$46.00	
26 - 28	\$48.22	\$48.00	
Item 7 – Women’s Postal Skirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
2 – 4 (even only)	\$49.22	N/A	
Item 8 – Flying Cross Men’s Dress Coat (or equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
36 - 50	\$175.22	\$185.00	
50 – 60	\$227.22	\$185.00	
Item 9 – Flying Cross Women’s Dress Coat (or equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
4-18	\$175.22	\$185.00	
20 - 24	\$227.22	\$185.00	
Item 10 – Midway Officer’s Bell Crown Cap (or equivalent)	\$57.22	\$62.00	
Item 11 – Midway Firefighter’s Bell Crown Cap (or equivalent)	\$50.22	\$62.00	
Item 12 – Midway Chief Officer’s Bell Crown Cap (or equivalent)	\$107.22	\$98.00	
Total Bid Section II (unit prices)	\$2,146.82	\$2,018.00	\$0.00
Section III – Work Uniform			
Item 1 – Men’s White Long Sleeve Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
14 ½ - 18 ½	\$42.22	\$42.00	
19	\$55.22	\$42.00	
20	\$55.22	\$42.00	
21	\$55.22	\$42.00	
22	\$55.22	\$42.00	
Item 2 – Men’s Navy Blue Long Sleeve Work Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
38-54	\$215.22	\$94.00	
Item 3 – Men’s White Poplin Short Sleeve Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
14 ½ - 18 ½	\$37.22	\$42.00	
19	\$49.22	\$44.00	
20	\$49.22	\$44.00	
21	\$49.22	\$44.00	
22	\$49.22	\$46.00	
Item 4 – Men’s Navy Blue Short Sleeve Work Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
38-54	\$185.22	\$80.00	
Item 5 – Women’s Poplin Long Sleeve Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
28 - 46	\$42.22	\$42.00	
48 – 52	\$55.22	\$46.00	
Item 6 – Women’s Navy Blue Long Sleeve Work Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
38-54	\$215.22	\$94.00	
Item 7 - Women’s White Poplin Short Sleeve Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
Bust Size: - 28 - 46	\$37.22	\$42.00	
Bust Size: - 48 - 52	\$49.22	\$44.00	
Item 8 – Women’s Navy Blue Short Sleeve Work Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
Bust Size: - 38 - 54	\$185.22	\$80.00	
Item 9 – Men’s Tencate Tecasafe 700 A1 4 Pocket FR Pants (or equivalent	UNIT PRICE	UNIT PRICE	UNIT PRICE
Sizes: 28 – 34	\$193.57	\$100.00	
35 - 42	\$193.57	\$100.00	
44 - 50	\$240.22	\$109.00	
Item 10 – Men’s Tencate Tecasafe 700 A1 6 Pocket FR Pants (or equivalent	UNIT PRICE	UNIT PRICE	UNIT PRICE
Sizes: 28 – 34	\$254.22	\$109.00	
35 - 42	\$254.22	\$109.00	
44 - 50	\$342.22	\$119.00	
Item 11 – Women’s Tencate Tecasafe 700 A1 4 Pocket FR Pants (or equivalent	UNIT PRICE	UNIT PRICE	UNIT PRICE
Sizes: 28 – 34	\$194.22	\$100.00	
35 - 42	\$194.22	\$100.00	
44 - 50	\$242.22	\$109.00	

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Item 12 – Women’s Tencate Tecasafe 700 A1 6 Pocket FR Pants (or equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Sizes: 28 – 34	\$254.22	\$109.00	
35 - 42	\$342.22	\$109.00	
44 - 50	\$342.22	\$119.00	
Item 13 – Women’s Work Trouser (or equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Sizes: 2 - 18	\$194.22	\$100.00	
20 - 24	\$242.22	\$109.00	
Total Bid Section III (unit prices)	\$4,965.74	\$2,453.00	\$0.00
Section IV – Outer Wear			
Item 1 – Unisex Work Jacket	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XLarge	\$145.22	\$220.00	
2XLarge	\$145.22	\$220.00	
3XLarge	\$145.22	\$230.00	
4XLarge	\$145.22	N/A	
Item 2 – Wind Champ Navy Blue	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XLarge	\$109.22	\$110.00	
2XLarge	\$109.22	\$110.00	
3XLarge	\$131.22	\$120.00	
4XLarge	\$142.22	\$120.00	
Item 3 – Nylon V-Neck Pullover Wind Shirt (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XLarge	\$60.22	\$30.00	
2XLarge	\$70.22	\$30.00	
3XLarge	\$80.22	\$36.00	
4XLarge	\$90.22	\$36.00	
Item 4 – ANSI Class 3 Rain Jacket	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small – 2XLarge	\$32.22	\$110.00	
3XLarge - 6XLarge	\$42.22	\$120.00	
Item 5 Rib Knit Commando Sweater (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XLarge	\$67.22	\$50.00	
2XLarge	\$75.22	\$50.00	
3XLarge	\$75.22	\$50.00	
4XLarge	\$85.22	\$56.00	

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Total Bid Section IV (unit prices)	\$1,750.96	\$1,698.00	\$0.00
Section V – Active Wear			
Item 1 – Tactical Polo Shirt (Men and Woman’s) (Navy Blue & White)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small	\$62.22	\$50.00	
Medium	\$62.22	\$50.00	
Large	\$62.22	\$50.00	
XLarge	\$62.22	\$50.00	
2XLarge	\$82.22	\$50.00	
3XLarge	\$82.22	\$53.00	
Item 2 – T-Shirt (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XLarge	\$15.22	\$12.50	
2XLarge	\$15.22	\$14.50	
3XLarge	\$25.22	\$16.50	
Item 3 – Sweat Shorts (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XLarge	\$30.22	\$15.75	
2XLarge	\$30.22	\$17.25	
3Xlarge	\$35.22	\$17.25	
Item 4 – Sweatshirt (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small - XL	\$30.22	\$22.00	
2Xlarge	\$30.22	\$25.00	
3XLarge	\$35.22	\$27.50	
Item 5 – Sweatpants (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
S	\$28.22	\$23.50	
M	\$28.22	\$23.50	
L	\$28.22	\$23.50	
2XL	\$30.22	\$23.50	
3XL	\$39.22	\$27.00	
Item 6 – The Firefighter's Work Shirt Without Denim (Navy Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
	80.22	\$54.00	
Total Bid Section V (unit prices)	\$894.62	\$646.25	\$0.00
Section VI - Accessories			

Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Item 1 – Summer Baseball Cap (Navy Blue)	\$12.22	\$8.50	
Item 2 – Winter Baseball Cap (Navy Blue)	\$13.22	\$15.50	
Item 3 – Knit Cap (Black)	\$8.22	\$5.00	
Item 4 – Survival Belt (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Small up to 34"	\$45.22	\$44.00	
Regular 34" – 41"	\$45.22	\$44.00	
Large 41" – 51"	\$45.22	\$44.00	
Item 5 – Dress Belt (Black)	\$26.22	\$26.00	
Item 6 – 4 in Hand Tie (Midnight Blue)	UNIT PRICE	UNIT PRICE	UNIT PRICE
18" of 20"	\$5.22	\$6.50	
Item 7 – Clip on Tie	UNIT PRICE	UNIT PRICE	UNIT PRICE
18" of 20"	\$5.22	\$6.50	
Item 8 – Ladies' Crossover Tie (Navy Blue)	\$5.22	\$6.50	
Item 9 – Health Socks (Black/White Toe)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Size 8 - 12	\$4.22	\$7.50	
Item 10 – Uniform Socks (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Size 8 - 12	\$4.22	\$10.50	
Item 11 – Safety Glasses	UNIT PRICE	UNIT PRICE	UNIT PRICE
Color - Clear	\$11.22	\$6.50	
Item 12 – Safety Glasses	UNIT PRICE	UNIT PRICE	UNIT PRICE
Color - Grey	\$11.22	\$6.50	
Item 13 – Safety Eyewear Case	UNIT PRICE	UNIT PRICE	UNIT PRICE
7-3/8" H x 3-7/8" W x 3-1/8" D	\$6.22	\$6.00	
Color - Black			
Nylon			
Item 14 – Safety Eyewear Case	UNIT PRICE	UNIT PRICE	UNIT PRICE
6-3/4" H x 3/58" W x 2-1/2" D	\$6.22	\$6.00	Item # 2
Color - Black			
Plastic			

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Item 15 – Mechanics Gloves	UNIT PRICE	UNIT PRICE	UNIT PRICE
Sizes: Small - Large	\$21.22	\$18.00	
Item 16 – Ear Plugs Corded, Reusable	UNIT PRICE	UNIT PRICE	UNIT PRICE
Size: Universal	\$8.22	\$3.00	
Item 17 – P. P. E. Pouch	UNIT PRICE	UNIT PRICE	UNIT PRICE
Color: Black	\$9.22	\$20.00	
Item 18 – Uncle Mike’s Compact Duffel Bag (or Equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Color: Black	\$55.22	\$48.00	
Total Bid Section VI (unit prices)	\$348.40	\$338.50	\$0.00
Section VII – Badges & Insignia			
Item 1 – Blackinton Rank Insignia – Fire Chief Five Crossed Bugles (No Substitutions)	\$11.22	\$6.00	
Item 2 – Blackinton Rank Insignia – Deputy Chief Four Crossed Bugles (No Substitutions)	\$11.22	\$6.00	
Item 3 – Blackinton Rank Insignia – Assistant Chief Three Crossed Bugles (No Substitutions)	\$11.22	\$6.00	
Item 4 – Blackinton Rank Insignia – Battalion Chief Two Crossed Bugles (No Substitutions)	\$11.22	\$6.00	
Item 5 – Blackinton Rank Insignia – Captain Double Bugles (No Substitutions)	\$11.22	\$6.00	
Item 6 – Blackinton Rank Insignia – Lieutenant Single Bugle (No Substitutions)	\$11.22	\$6.00	
Item 7 – Blackinton Rank Insignia – Sergeant Chevrons (No Substitutions)	\$6.22	\$8.00	
Item 8 – Blackinton B38 Shirt Badge (No Substitutions)	\$83.22	\$82.00	
Item 9 – Blackinton B1009-EO Hat Badge (No Substitutions)	\$83.22	\$86.00	Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Item 10 – Blackinton 96 Coat Badge (No Substitutions)	\$83.22	\$86.00	
Item 11 – Blackinton Fire Department Tie Bar (No Substitutions)	\$10.22	\$20.00	
Item 12 – Hookfast Nameplate (No Substitutions)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$19.22	\$20.00	
13			
14			
Item 15 – Deputy Chief Four Crossed Bugle Seal with a Rope Edge			
A4280 Color: Plain Size: 15/16"	\$11.22	\$12.00	
Item 16 – Plain Seal With Five Crossed Horns			
A2871 Color: Plain Size 15/16"	\$11.22	\$12.00	
Item 17 – Three Crossed Horn Seal			
A2873 Color: Plain Size 15/16"	\$11.22	\$12.00	
Item 18 – Two Crossed Horn Seal			
A2874 Color Plain Size 15/16"	\$11.22	\$12.00	
Item 19 – Two Vertical Horn Plain Seal			
A2875 Color Plain Size 15/16"	\$11.22	\$12.00	
Item 20 – Single Horn Seal With Rope Border			
A2876 Color Plain Size 15/16"	\$11.22	\$12.00	
Total Bid Section VII (unit prices)	\$419.96	\$410.00	\$0.00
Section VIII – Shoes & Boots			
Item 1 – Men’s Thorogood Oxford Work Shoe (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$143.22	\$134.00	
13	\$143.22	\$134.00	
14	\$150.22	\$134.00	
XW 7 1/2	\$150.22	\$134.00	
13	\$150.22	\$134.00	
14	\$150.22	\$134.00	
Item 2 – Women’s Thorogood Oxford Work Shoe (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6 – 12	\$143.22	\$134.00	
13	\$143.22	\$134.00	
14	\$150.22	\$134.00	
XW 6 - 12	\$150.22	\$134.00	Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
13	\$150.22	\$134.00	
14	\$150.22	\$134.00	
Item 3 – Men’s Thorogood Poromeric Oxford (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$129.22	\$122.00	
13	\$129.22	\$122.00	
14	\$138.22	\$122.00	
15	\$138.22	\$122.00	
16	\$138.22	\$122.00	
XW 7 - 12	\$138.22	\$122.00	
13	\$138.22	\$122.00	
14	\$138.22	\$122.00	
15	\$138.22	\$122.00	
Item 4 – Women’s Thorogood Poromeric Oxford (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6 – 12	\$129.22	\$122.00	
13	\$129.22	\$122.00	
14	\$138.22	\$122.00	
15	\$138.22	\$122.00	
16	\$138.22	\$122.00	
XW 6 - 12	\$138.22	\$122.00	
13	\$138.22	\$122.00	
14	\$138.22	\$122.00	
15	\$138.22	\$122.00	
Item 5 – Men’s Bates Lites Black High Gloss Oxford Shoes (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$91.22	\$118.00	
13	\$91.22	\$118.00	
14	\$91.22	\$118.00	
Item 6 – Women’s Bates Lites Black High Gloss Oxford Shoes (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6 – 12	\$91.22	\$118.00	
13	\$91.22	\$118.00	
14	\$91.22	\$118.00	
Item 7 – Men’s Thorogood Code 3 Shoe (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$124.22	\$118.00	
13	\$124.22	\$118.00	
14	\$131.22	\$118.00	
Item 8 – Women’s Thorogood Code 3 Shoe (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6 – 12	\$124.22	\$118.00	Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
13	\$124.22	\$118.00	
14	\$131.22	\$118.00	
Item 9 – Men’s Thorogood Plain Toe Oxford (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$136.22	\$118.00	
13	\$136.22	\$118.00	
14	\$141.22	\$118.00	
Item 10 – Women’s Thorogood Plain Toe Oxford	UNIT PRICE	UNIT PRICE	UNIT PRICE
6-11	\$136.22	\$132.00	
Item 11 – Men’s Thorogood Double Track Oxford (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
Men 7 - 12	\$140.22	\$132.00	
13	\$140.22	\$132.00	
14	\$150.22	\$132.00	
Women 7 - 12	\$150.22	\$132.00	
13	\$150.22	\$132.00	
14	\$150.22	\$132.00	
XW 7 - 12	\$150.22	\$132.00	
13	\$150.22	\$132.00	
Item 12 – Women’s Thorogood Double Track Oxford (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6-11	\$140.22	\$132.00	
Item 13 – Capps Deck Pumps (Or Equivalent) (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6-11	\$150.22	N/A	
Item 14 – Men’s Thorogood 6” Work Boot (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7-12	\$154.22	\$145.00	
13	\$154.22	\$145.00	
14	\$160.22	\$145.00	
Item 15 Women’s Thorogood 6” Work Boot (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6-12	\$154.22	\$145.00	
13	\$154.22	\$145.00	
14	\$160.22	\$145.00	
Item 16 – Men’s Bates E02905 Delta-6 GORE-TEX (r) Side Zip Boot (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$123.22	N/A	
13	\$123.22	N/A	
14	\$129.22	N/A	

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Item 17 – Women’s Bates E02746 Delta-6 GORE TEX (r) Side Zip Boot (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6 – 12	\$123.22	N/A	
13	\$123.22	N/A	
14	\$129.22	N/A	
Item 18 – Men’s Bates E02900 Delta-9 GORE-TEX (r) Side Zip Boot (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
7 – 12	\$139.22	N/A	
13	\$139.22	N/A	
14	\$129.22	N/A	
Item 19 – Women’s Bates E02748 Delta-8 GORE-TEX (r) Side Zip Boot (Black)	UNIT PRICE	UNIT PRICE	UNIT PRICE
6 – 12	\$139.22	\$110.00	
13	\$149.22	\$110.00	
14	\$149.22	\$110.00	
Total Bid Section VIII (unit prices)	\$10,089.28	\$7,949.00	\$0.00
Section IX – Vehicle Maintenance Work Uniforms			
Item 1 – Long Sleeve Enhance Visibility Industrial Work Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
S-XL	\$40.22	\$48.00	
2XL	\$40.22	\$48.00	
3XL	\$48.22	\$48.00	
4XL	\$48.22	\$48.00	
5XL	\$48.22	\$48.00	
6XL	\$48.22	N/A	
Item 2 – Short Sleeve Enhance Visibility Industrial Work Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
S-XL	\$35.22	\$44.00	
2XL	\$35.22	\$44.00	
3XL	\$42.22	\$44.00	
4XL	\$42.22	\$44.00	
5XL	\$42.22	\$44.00	
6XL	\$42.22	N/A	
Item 3– Enhanced Visibility Industrial Perma-Lined Jacket	UNIT PRICE	UNIT PRICE	UNIT PRICE
S-XL	\$61.22	\$75.00	
2XL	\$71.22	\$75.00	
3XL	\$71.22	\$75.00	
4XL	\$71.22	\$75.00	
5XL	\$80.22	\$75.00	Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
6XL	\$80.22	N/A	
Item 4 – Men's Industrial Cargo Pant	UNIT PRICE	UNIT PRICE	UNIT PRICE
28 - 42	\$26.22	\$28.00	
44 - 50	\$31.22	\$28.00	
52 - 54	\$35.22	\$28.00	
56 - 58	\$40.22	N/A	
Item 5 – Women's Short Sleeve Poplin Dress Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
S - XL	\$19.22	\$36.00	
2XL	\$19.22	\$36.00	
3XL	\$25.22	\$36.00	
4XL	\$29.22	N/A	
Item 6 – Woman's Industrial Cargo Pant	UNIT PRICE	UNIT PRICE	UNIT PRICE
4 - 18	\$28.22	\$28.00	
20	\$28.22	\$28.00	
22	\$30.22	\$28.00	
24	\$35.22	\$28.00	
Item 7 – Men's Short Sleeve Executive Oxford Dress Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
14 ½ - 18 ½	\$24.22	\$38.00	
19 - 22	\$30.22	\$38.00	
Item 8 – Men's Long Sleeve Executive Dress Shirt	UNIT PRICE	UNIT PRICE	UNIT PRICE
14 ½ - 18 ½	\$27.22	\$40.00	
19 - 22	\$30.22	\$40.00	
Item 9 - Men's Deluxe Soft Shell Jacket	UNIT PRICE	UNIT PRICE	UNIT PRICE
S - XL	\$86.22	\$76.00	
2XL	\$96.22	\$76.00	
3XL	\$106.22	\$76.00	
4XL	\$126.22	\$78.00	
Item 10 - Women's Deluxe Soft Shell Jacket	UNIT PRICE	UNIT PRICE	UNIT PRICE
S - XL	\$86.22	\$76.00	
2XL	\$96.22	\$76.00	
3XL	\$106.22	\$76.00	
4XL	\$126.22	\$78.00	
Item 11 - Dickies Indigo Bib Overall (or Equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
	\$49.22	\$46.00	

Item # 2

OFFICIAL

Vendors	UNIFORMS BY JOHN 511 BROAD ST. AUGUSTA, GA 30901	NAFECO 715 PARK NORTH BLVD. SUITE 120 CLARKSTON, GA 30021	CINTAS 529 Laney Walker Blvd. Ext. AUGUSTA, GA 30901
Item 12 - Red Kap Speed Suite Short Sleeve (or Equivalent)	UNIT PRICE	UNIT PRICE	UNIT PRICE
	\$49.22	\$46.00	
Item 13 - Enhanced Visibility Twill Action Back Coverall	UNIT PRICE	UNIT PRICE	UNIT PRICE
	\$73.22	\$76.00	
Total Bid Section IX (unit prices)	\$2,408.90	\$2,075.00	\$0.00
Annual Increase:			
YEAR	Annual Percentage Increase		
Second (2nd) Year Increase	4%	5%	
Third (3rd) Year Increase	4%	5%	



**Fire Department/Emergency Management Agency****Antonio Burden, Fire Chief/EMA Director**

May 26, 2022

Ms. Geri Sams, Procurement Director

Ref: Bid Item 22-038 Firefighter Work Uniforms & Accessories for Augusta, GA – Fire Department

Dear Ms. Sams:

After careful review of the bids submitted for Bid Item 22-038 Firefighter Work Uniforms & Accessories for Augusta, GA – Fire Department, I would like to recommend the award to NAFECO. NAFECO was the most responsive and lowest bid returned.

If you require further information or have questions, do not hesitate to call me at 706-821-1640 or 706-821-2933.

Sincerely,

Antonion Burden
Fire Chief/EMA Director

AVERY

5160

Easy Peel Address Labels
Bend along line to expose Pop-up EdgeGo to avery.com/templates
Use Avery Template 5160

COMMAND UNIFORMS BY JOHN
ATTN: JOHNNY HOOVER, JR
511 BROAD STREET
AUGUSTA, GA 30901

NAFECO
6215 REGENCY PKWY
SUITE
DECATUR, AL 35601

ASR-COMMAND
1025 RIVERSIDE DRIVE
MACON, GA 31206

ARTISTIC DESIGNS
1809 GORDON HWY
AUGUSTA, GA 30904

PIPELINE WORK CLOTHES
3843 WRIGHTSBORO RD
AUGUSTA, GA 30909

SMYRNA POLICE DIST.
630 B WINDY HILLS RD
SMYRNA, GA 30080

CINTAS UNIFORM SERVICES
529 LANEY WALKER BLVD.
AUGUSTA, GA 30901

PUBLIC SAFETY OUTFITTERS
4268 A. BELAIR FRONTAGE RD
AUGUSTA, GA 30909

UNIFIRST UNIFORM SERVICES-
AUGUSTA
1823 WILLIAM FEW PKWY
GROVETOWN, GA 30813

HARTLEYS UNIFORM SHOP
1010 DRUID PARK AVE
AUGUSTA, GA 30904

ARAMARK UNIFORM SERVICES
3302 COMMERCE DR.
AUGUSTA, GA 30909

PERFECT FIT UNIFORMS
ATN: KEITH HOWARD
2049 MARTIN LUTHER KING JR. BLVD
AUGUSTA, GA 30901

GALLS MARIETTA OFFICE
ATTN: RYAN WILSON
1395 SOUTH MARIETTA PKWY SE #220
MARIETTA, GA 30067

1ST RESPONDERS
1649-B GORDON HIGHWAY
AUGUSTA, GA 30906

DANA SAFETY SUPPLY
4729 NELSON BROGDON
BUFORD, GA 30518

GT DISTRIBUTORS OF GEORGIA
100 MCFARLAND AVE.
ROSSVILLE, GA 30741

INTERNATIONAL UNIFORMS
1216 BROAD STREET
AUGUSTA, GA 30901

KEEPERS
110 ATHENS WEST PKWY.
ATHENS, GA 30606

GEORGIA CORRECTIONAL
INDUSTRIES
2984 CLIFTON SPRINGS RD
DECATUR GA 30034

Antonio Burden
Fire Administration

Lea Rigdon
Fire Administration

PHYLLIS JOHNSON
Compliance Dept.

Bid Item #22-038
Firefighter Work Uniforms &
Accessories
for Fire Department
Bid Due: Tue 4/21/22 @ 11:00 AM

Bid Item #22-038
Firefighter Work Uniforms &
Accessories
for Fire Department
Bid Mailed: Thur. 03/17/2022

Item # 2



Fire Department/Emergency Management Agency

Antonio Burden, Fire Chief/EMA Director

June 21, 2022

Ms. Geri Sams, Procurement

*OK
GAS*

'22 JUL 7 12:04PM

Ref: Award Recommendation Bid Item #22-038 Firefighter Work Uniforms and Accessories

Dear Ms. Sams:

After careful review of the bids submitted for Bid Item #22-038 Firefighter Work Uniforms and Accessories for Augusta, GA Fire Department, I would like to recommend the award to NAFECO. NAFECO was the most responsive and lowest bid returned.

Although the specification states, "Bidders must quote prices on all individual items in each section in order for their bid to be considered", and NAFECO failed to bid on several items, we can justify awarding to the bid to NAFECO for the following reasons:

- Section II, Item 7 – Women's Postal Skirt & Section VII, Item 13, Capps Deck Pumps.
 - Since these items were included in the specifications over eight years ago, no one has ever purchased a postal skirt or the deck pumps. In the event an employee would like to purchase these items we would obtain a separate PO with quotes from three vendors.
- Section III, Item 1, Unisex Work Jacket size 4xl, Section IX, Item 1, Long Sleeve Enhance Visibility Industrial Work Shirt, Size 6xl, Section IX, Item 3, Enhanced Visibility Industrial Perma-Lined Jacket, Size 6xl, Section IX, Item 4, Men's Industrial Cargo Pant, Size 56-58, Section IX, Item 5 Women's Short Sleeve Poplin Dress Shirt, Size 4x
 - The Fire Department does not have employees currently employed that require the excessively large sizes listed above. These are not stock sizes and would have to be custom made. In the event an employee requires this type of sizing in the future, we will obtain a separate PO with quotes from three vendors.
- Section VII, Item 16, Men's Bates Delta a6 Side Zip Boot", Section VII, Item 17, Women's Bates Delta 6 Side Zip Boot, Section VII, Item 18, Men's Bates Delta 9 Side Zip Boot.
 - According to Devin McNeil, Sales Manager for Bates, the Bates boots listed in our specifications have been discontinued (see attached letter) This information was not available to us at the time the specifications went out for bid. Our specification includes alternative Thorogood boots that are interchangeable with the Bates boots listed above.

Uniforms by John – Was not the lowest overall bidder and does not meet the specification for Section I Website Ordering Capability.

- An informational email dated May 19, 2022, was received from Uniforms by John addressing the online ordering portion of our specifications. (See attached)
 - Specification states, "Upon award of contract a roster will be provided consisting of the following information: Name, Employee Number, Rank/Position, Individual Account Limit, Email Address, Number of orders allowed". The screenshots provided in the email showing what the administrator will see upon logging in, and individual accounts do not include such information as rank/position, email address, or number of orders allowed.

- Specification states that “Several real-time reports will be provided to the Administrator on a separate page accessible only to the Administrator. Reports will include orders placed, orders needing approval, employee lists (including current balance, allotment, rank, etc..) and other reports needed for the Administrator to effectively manage the ordering process”. According to the email, the Administrator will not be able to access reports that show adequate information on separate pages to manage or monitor the ordering process such as current rank or items needing approval.
- Specification states, “No order will be placed without Administrator approval, unless otherwise directed by this contract.” and “The Administrator can select orders to approve or deny individually. Orders that are denied will have an area designated so the Administrator can specify why the order was denied. When an order is denied, the employee will automatically be notified and will be provided the reasoning that was selected by the Administrator.”. Vendor states *“Administrator cannot deny orders, though they can approve or deny employee access to link to the contract containing the items relative to that group.”* The feature they are describing would only be used for employees who have separated from our employment. It does not address current employee orders or give the Administrator leeway to have final approval/denial rights.
- Specification states “The web-based ordering system should be available 24 hours a day, 7 days a week, and 365 days a year including holidays, excluding minor downtime for required maintenance.” Vendor will not guarantee availability and states *“The availability of the webstore is dependent on the local server hosting it.”*
- On May 25, 2022, a demonstration of Uniforms by John’s online ordering system was conducted via zoom meeting. Members of the Fire Department in attendance included, Fire Chief Antonio Burden, Training Chief William Wolf, Battalion Chief Alan Kneece, Logistics Captain Stephen Weddle, and Administrative Assistant Lea Rigdon. After careful review of the online system members deemed it to be not “user friendly”. During the demo, it was revealed that Uniforms by John cannot limit the time frame for ordering, which means that Firefighters would be able to purchase uniforms all year round. Placing orders once a year enables the Department to audit and keep up with specific items purchased with fire Department Logos. They cannot limit the quantities or sizes of specific items. This practice would allow a firefighter to purchase sizes that are not their own with Fire Department Logos for others outside the Department creating a security issue. It would also allow them to spend their entire allotment on T-shirts, for example, instead of focusing on the items they actually need to fulfill the dress code requirements. In addition, this online system does not afford the Administrator enough leeway to manage the online ordering process efficiently and effectively in comparison with the system previously used.

If you have questions or require further information, do not hesitate to contact me at 706-821-2909 or 706-821-2933.

Sincerely,



Antonio Burden
Fire Chief/EMA Director



BATES FOOTWEAR
9341 COURTLAND DR. NE
ROCKFORD, MI 49341

SKU VERIFICATION: 06/28/2022

To whom it may concern,

Please be advised that the styles listed below are inactive/discontinued within the current Bates Footwear collection. Style Number Request:

- E02746 - INACTIVE
- E02900 - INACTIVE
- E02905 - INACTIVE

I apologize for any inconvenience this may have caused.

Please reach out if you have any questions or concerns.



Devin McNeil
Sales Manager

C: 5172564095

9341 Courtland Dr. NE, Rockford, MI 49351



Empowering Uniform Retailers and Dealers

From: ubiflorence@aol.com <ubiflorence@aol.com>
Sent: Thursday, May 19, 2022 9:26 AM
To: Rick Munguia <Rick@ddsus.net>; hooover4@aol.com
Subject: Re: Bid questions

Please contact me the customer wants a zoom meeting next week

-----Original Message-----

From: Rick Munguia <Rick@ddsus.net>
To: hooover4@aol.com <hooover4@aol.com>
Cc: ubiflorence@aol.com <ubiflorence@aol.com>
Sent: Tue, May 17, 2022 1:59 pm
Subject: Bid questions

Hello John,

Please see below. Answers are in red.

Hope this helps you.

Rick

22-038 Firefighter Work Uniforms and Accessories (Copy of Specifications Pages 14 – 15)

Section I – Website Ordering Capability

Technology

Vendor shall provide a web-based ordering system with this contract. The system shall be user friendly and will facilitate the ordering of uniforms through a web browser interface. The web-based ordering system shall function properly on any modern web browser for employee convenience.

Each employee will have a login and password for ordering uniforms. The login and password will be exclusive to the individual. The ordering system will be secure, and password protected. After login, each individual will be presented with a specific home page based on the employee rank and login. The home page will include such information as previous orders, allotment, balance remaining and links for ordering only the uniform garments they are entitled to.

Individual Login – The password can be changed via password request change on the site.

Changing Customer (Ayers, Steve) Acct No. 8-1

1. General 2. Notes 3. Billing 4. Sales & Taxes 5. Ship To 6. Card & Contact 7. Rewards 8. WebStore 9. Logs

Access Logs

WebStore Access

Email:

Password:

WebStore Order Store

☐ Create WebStore orders for a specific "local" store

OK

Cancel

Select Image

☐ Set inactive

Billing terms including allowance and remaining allowance is displayed in the customer login.

My Billing Information

[Edit](#)

Armando Chavez

10000 10000 10000 10000

10000 10000 10000 10000

10000 10000 10000 10000

My Shipping Information

[Edit](#)

Same as billing address

3rd Party / Employer Billing

[Remove](#)

Bill To

Baylor Medical Center
Foundation 401 W Campbell
Richardson TX 75081

My Billing ID

*****Z-10

Billing terms

Spending Allowance: 250.00
Amount Available: 87.54
Active: 5/17/23 to 5/17/23

The Uniform Solution has the ability to limit displaying necessary items to either the contract sign-in or the employee sign-in.

1. Items 2. More/Shipping 3. WebStore 4. WebStore II 5. Log

WebStore

☒ Include in WebStore

Display Name: Baylor Health Care System

Sign-in Code**:

☒ Limit items displayed in the WebStore to items on this Contract on Group Sign in

☒ Limit items displayed in the WebStore to items on this contract on Customer sign in

Item # 2

The system will provide the correct garment pricing based upon the contract prices which will carry over to the orders when placed by the individuals. The system will allow the employee to check back on the status of each order they place. A confirmation screen will be presented at the time of order to verify and double check all aspects of the order. With each successful order entered the system will deduct the appropriate amount of available money from the employee's allotment. The system will prevent any orders from being placed that would exceed the allotment provided to the employee, unless otherwise directed by this contract. Individuals will be able to go over the allotment amount and will be responsible for that amount at the time of check out.

The customer can see previous orders, open orders, and shipped orders. As noted above, they can see their allowance and balance as well.

[My Sales](#) [My Payments](#) [My Account Settings](#) [My Items Purchased](#)

My Sales

Search for:

☒ Sales History ☐ Open Orders ☐ Shipped Orders

Sold To:

Baylor Medical Center

From:

1/01/2022

To:

5/17/2022

Date	Invoice No.	Sold To	Ordered	Shipped	Open	Total	Balance
No records found							

Items per page

25

Order confirmation screen. The customer also receives an email from the store confirming the order.

Thank you for Submitting an Order

Your Order was accepted. An email with your order details has been sent to **armando@gmail.com**. You will find your order along with all of your open orders listed below. Please review the order you just placed for accuracy.

▼ Date	Invoice No.	Sold To	Ordered	Shipped	Open	Total	Balance	
5/17/22	170	Baylor Medical Center	3	0	3	53.55	53.55	Print

Items per page

10

Filter by date:

The customer is prompted to pay by credit card once the allowance is reached.

Checkout Step 3 of 4 - Billing Information

Order Total: \$124.95

Billing Options —

☒ Bill to Baylor Medical Center (use 3rd Party Billing)☐ Pay for the entire order now

Billing Terms: Spending Allowance: 250.00

Available: 87.54

Active 5/16/22 5/17/23

Amount to Bill

87.54**Cart Summary**[Show Details](#)

7 Items \$124.95

In-Store Pickup \$0.00

Tax (Exempt) \$0.00

Total Cost of this Order \$124.95

Payments to Submit

Bill Baylor Medical Center \$87.54

Credit Card \$37.41

Pickup Address**Availability**

The web-based ordering system should be available 24 hours a day, 7 days a week and 365 days a year including holidays, excluding minor downtime for required maintenance. If the system is down for maintenance for any reason, notification should be made to the Administrator before maintenance begins. The system would be designed so it can be modified while still being fully operational. Changes such as employee additions, employee removals, employee changes, product changes, product additions, product removals, report modifications or design changes will be able to be performed without limiting availability.

The availability of the webstore is dependent on the local server hosting it. We've set power settings for it to never go to sleep and encourage website edits to be done after normal shopping hours. Any edits to customers, including additions and removals do not affect the uptime of the webstore.

Since the Administrator will rely on this system to provide accurate information concerning employee orders, allotments, balances and more, the entire system will be backed up daily. Full back-up of the system will be performed by the Vendor. This backup system will be tested regularly to make sure it is functioning as required.

Backups are done automatically every morning and can be done manually at any time.

Ordering process

Personnel will place orders through the use of the web-based electronic ordering system as follows:

Only active-duty personnel are authorized to utilize this contract. Personnel not indicated on the roster are not allowed to receive goods or services as outlined in this contract. Upon award of contract a roster will be provided consisting of the following information:

Name
Employee Number
Rank/Position
Individual Account Limit
Email Address (for notification purposes and order confirmations)
number of orders allowed

All updates to the personnel roster or account limit will be provided to the vendor in writing.

Each individual will receive a specific Individual Account Limit based on the rank and position of the individual. All orders placed by the individual will be deducted from their specific Individual Account Limit at the time the order is placed.


The Internet based ordering system will function in real-time allowing the employee to immediately see their balance at all times as they select items for purchase or remove items for purchase. The design of the system will function as an e-commerce shopping cart allowing the user to add items to their cart, remove items from their cart and update quantities while always displaying their current balance available.

These items are noted in the above screenshots.

All contracted items on the system will have clear, sharp photographs for easy identification. Photographs for each item will show on each page of the ordering system where the item is listed including the shopping cart. This will allow the employee easy recognition of the products they are ordering.

Each item ordered through the system will have a consistent description and product number. The item will be decorated, embroidered, or altered per the contract before delivery. The system will be programmed to automatically configure these products based on the contract so item accuracy can be maintained throughout the process.

Item pictures are determined between the vendor and/or the retailer. Below is an example of what a typical item page looks like.



[+] Larger image

Accessories

10013 by 5.11 Tactical
YEAR ROUND OTC SOCK
Price \$17.85

Step 1. Select Color

COYOTE (120) ▼

Step 2. Select Size

--- Select --- ▼

Step 3. Enter Quantity

1

Add to cart

Administration

An administrator account will be established for use exclusively by the Contract Administrator. The Administrator account will have the capability to perform unlimited transactions throughout each contract year and have view rights to each individual account.

Several real-time reports will be provided to the Administrator on a separate page accessible only to the Administrator. Reports will include orders placed, orders needing approval, employee lists (including current balance, allotment, rank, etc.) and other reports needed for the Administrator to effectively manage the ordering process.

Below is what the administrator can see upon logging in.

My Sales My Payments My Account Settings My Items Purchased

My Sales

Search for:

☒ Sales History ☐ Open Orders ☐ Shipped Orders

Sold To:

Baylor Medical Center

From:

1/01/2022

To:

5/17/2022

Date	Invoice No.	Sold To	Ordered	Shipped	Open	Total	Balance	
4/13/22	166	Donsky, Richard	1	1	0	14.44	0.00	Print
5/17/22	170	Chavez, Armando	3	0	3	53.55	53.55	Print

Items per page

10

Accounts - Employees for Baylor Medical Center (Allowance Available includes orders not delivered)

Name	ID	Address	Phone	Term - Limits	Purchased	Remove
Chavez, Armando	CHAVEZ-10	5000 Mantissa Dr Richardson, TX 75081	(972)434-0562 (Home)	Allowance \$250.00 Available \$33.99 Edit	Items	Remove
Donsky, Richard		4234 Keller Springs Rd Richardson, TX 75083	(972)235-5678 (Home)	No Limit Edit	Items	Remove
Estes, Glen	ESTES-15	5947 Parker Rd Plano, TX 75063	(972)517-8509 (Home)	Allowance \$250.00 Available \$79.51 Edit	Items	Remove
Field, Timothy	FIELD-05	3308 Sherrye Dr Plano, TX 75088	(972)517-7784 (Home)	Allowance \$250.00 Available \$196.77 Edit	Items	Remove
Garza, Rachel		1807 Winestone Dr Plano, TX 75089	(972)633-8344 (Home)	Allowance \$500.00 Available \$314.90 Edit	Items	Remove

No order will be placed without Administrator approval, unless otherwise directed by this contract. The system will be designed so the Administrator will receive notification via email confirmation with the placement of each employee order. This is in addition to the email confirmation sent to the individual placing the order. After notification, the Administrator can login and view all orders needing approval. The Administrator can select orders to approve or deny individually. Orders that are denied will have an area designated so the Administrator can specify why the order was denied. When an order is denied, the employee will automatically be notified and will be provided the reasoning that was selected by the Administrator. The system should be quick and easy for the Administrator providing a minimal amount of interaction while still providing the functionality listed in these specifications.

Administrator cannot deny orders, though they can approve or deny employee access to link to the contract containing the items relative to that group.

WebStore Linking Options

☒ Allow customers to link to this account

Expires: 12/31/13 ☐

Group Name: baylor

Password: 1233

☒ **Require email approval of sub-accounts (most secure)**

Email: bmc@gmail.com

Lea Rigdon

From: Nancy M. Williams
Sent: Wednesday, June 22, 2022 12:01 PM
To: Lea Rigdon
Subject: FW: 22-038 Firefighter Work Uniforms and Accessories - Software Demonstration

See if this is it!

From: Nancy M. Williams
Sent: Thursday, May 19, 2022 11:10 AM
To: Lea Rigdon <lrigdon@augustaga.gov>
Cc: Darrell White <DWhite2@augustaga.gov>; Tywana Scott <TScott@augustaga.gov>
Subject: 22-038 Firefighter Work Uniforms and Accessories - Software Demonstration

Please see the response below. The software company will actually be the one that is putting the presentation on. He has included some information (and pictures) below in reference to the system.

From: ubjflorence@aol.com <ubjflorence@aol.com>
Sent: Thursday, May 19, 2022 11:05 AM
To: Rick@ddsus.net; hoover4@aol.com; Nancy M. Williams <NWilliams@augustaga.gov>; Darrell White <DWhite2@augustaga.gov>
Cc: jlemons@ddsus.net; Joel@ddsus.net
Subject: [EXTERNAL] Re: Bid questions

Rick
 They would like to do a zoom meeting at 2:00 pm on wednesday.

Please respond

Johnny Hoover
 843-621-0616

-----Original Message-----

From: Rick Munguia <Rick@ddsus.net>
To: ubjflorence@aol.com <ubjflorence@aol.com>; hoover4@aol.com <hoover4@aol.com>
Cc: Jon Lemons <jlemons@ddsus.net>; Joel De La Garza <Joel@ddsus.net>
Sent: Thu, May 19, 2022 10:57 am
Subject: RE: Bid questions

Hello John,

We definitely can do a zoom meeting next week on either Wednesday, Thursday, or Friday.

Please let us know what day/time is best for you and I'll get the meeting scheduled.

Warm regards

Rick Munguia

TECHNICAL SUPPORT SPECIALIST
 Office: (972) 235-2800 ext. 125
rick@ddsus.net

Item # 2



Administrative Services Committee Meeting
7/26/2022 1:10 PM
ARC Library System

Department: Augusta Commission

Presenter: Commissioner Dennis Williams

Caption: Discuss the financial needs of the Augusta Richmond County Library System and how the commission can assist. **(Requested by Commissioner Dennis Williams)**

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting
7/26/2022 1:10 PM
Employee Retention Plan

Department: Office of the Administrator

Presenter: Interim Administrator Douse

Caption: Motion to approve the Administrator's recommendations as stated in the Employee Retention Plan presentation.

Background: Augusta, Ga is currently experiencing higher turnover rates, than normal, in regards to employee retention. While strides have been made to address this issue, the proposal as presented recommends next steps in retaining and attracting Augusta, Ga municipal government talent.

Analysis: The three stepped approach will begin in October

Financial Impact:

Alternatives: 1) Motion to approve the Administrator's recommendations as stated in the Employee Retention Plan presentation 2) Do not approve

Recommendation: Motion to approve the Administrator's recommendations as stated in the Employee Retention Plan presentation

Funds are Available in the Following Accounts:

REVIEWED AND APPROVED BY:

Clerk of Commission



Administrative Services Committee Meeting
7/26/2022 1:10 PM

HCD_ Laney Walker/Bethlehem new construction of four (4) Affordable single family homes

Department: HCD

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

Caption: Motion to approve development of four (4) Affordable single-family homes, new construction.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort. This project involves the new construction of four (4) Affordable single family homes identified as 1109, 1111, 1113, and 1115 Cedar Street, within Laney Walker/Bethlehem.

Address	Budget	Project Type	
1109 Cedar Street	\$131,655.00	New Construction	
1111 Cedar Street	\$131,655.00	New Construction	
1113 Cedar Street	\$131,655.00	New Construction	
1115 Cedar Street	\$131,655.00	New Construction	

Augusta, Ga. 30901
(labor/material)

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

Financial Impact: HCD utilizes Laney Walker/Bethlehem Revitalization funding. Contract Amount: 1109 Cedar Street- \$131,655.00 Contract Amount: 1111 Cedar Street- \$131,655.00 Contract Amount: 1113 Cedar Street- \$131,655.00 Contract Amount- 1115 Cedar Street- \$131,655.00

Alternatives: Deny HCDs Request

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop new construction of four (4) single family units, identified as 1109, 1111, 1113, and 1115 Cedar Street, within Laney Walker/Bethlehem.

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

Funding: Laney Walker/Bethlehem Revitalization funding GL Code: 298-
07-7343-5413150

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****VETTED INVESTMENTS AND ACQUISITIONS, LLC**

in the amount of

\$131,655.00 USD

One Hundred Twenty-One Thousand Dollars and 00/100for Fiscal Year **2021**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1109 Cedar Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2022 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Vetted Investments & Acquisitions, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "VIA" 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, VIA, a procured developer and contractor with HCD 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 VIA 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, VIA 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, VIA has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, VIA has requested, and Augusta has approved a total of **\$131,655.00** 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: VIA agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. VIA agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ VIA will perform new construction for one (1) single family detached home identified as property number **1109 Cedar Street**.
- ✚ VIA will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ VIA will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. VIA is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

- B. Use of Funds:** Laney Walker/Bethlehem Bond funds shall be used by VIA 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 \$131,655.00**

1. Profit

An amount not to exceed percent (50%) of the construction cost 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 VIA for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1109 Cedar Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1109 Cedar Street**.

2. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

VIA 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 VIA 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, VIA 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

VIA 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 HCD. In addition, and upon approval by Augusta, VIA 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 funds available in the following manner:
 1. Augusta agrees to pay VIA, a maximum of **\$131,655.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to VIA's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$131,655.00** and shall be on a pay for performance basis provided VIA and HCD determine the progress is satisfactory. VIA shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, VIA will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
 3. When nearing 50%, the Developer, VIA, should be prepared to pay their 50%: **\$60,500.00** as agreed to HCD for material and labor only.
 4. HCD will monitor the progress of the project and VIA's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

5. 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. VIA and HCD shall share in the cost and proceeds of developing the residence at **1109 Cedar Street** as follows:
6. 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.
7. 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 VIA deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to VIA.
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) 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 VIA and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development 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 VIA for construction costs related to the development of one single family detached home identified as **1109 Cedar Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and VIA in writing.

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

C. Timetable for Completion of Project Activities

VIA shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1109 Cedar Street**.

Liquidated Damages

VIA agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) 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 VIA. 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 VIA. 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

VIA 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 VIA under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1109 Cedar Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. VIA shall be paid a total consideration of no more than **\$131,655.000** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. 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 VIA.

Augusta 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 VIA (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 HCD provide advance funding to VIA, or any subcontractor hereunder.
- B. VIA shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to VIA'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 VIA for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. VIA 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 VIA.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1109 Cedar Street**, HCD is to provide VIA with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

VIA 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 VIA. 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. VIA 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 VIA. In such instances, VIA shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and VIA.

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. VIA 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 VIA publications and/or advertisements. (24 CFR 570.601).
- B. VIA agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. VIA 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. VIA agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), VIA 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. VIA 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. VIA 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. VIA 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. VIA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. VIA 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. VIA 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, VIA 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. VIA agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, VIA 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 VIA 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 HCD 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. VIA 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. VIA agrees to obtain all necessary permits for intended improvements or activities.
- O. VIA shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. VIA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, 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.** VIA agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. 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 HCD at the time the subcontractors are retained to perform such physical services.

- R. VIA 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 Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. VIA 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.
- T. VIA 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. VIA will not discriminate against any person applying for shelter on the basis of religion. VIA 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.
- U. Indirect costs will only be paid if VIA has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to VIA with funds provided under this.

W. 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.

VIA 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 fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of VIA or any subcontractor of VIA or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event VIA 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, Georgia may withhold cash payments until VIA cures any breach of the Agreement. If VIA fails to cure the breach, Augusta may suspend or terminate the current award of funds. VIA will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to VIA 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 VIA for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, VIA shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD 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 VIA under this contract.

ARTICLE VIII. 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: Takiyah Douse, Interim Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

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

Vetted Investments & Acquisitions, LLC. will receive all notices at the address indicated below:

Vetted Investments & Acquisitions
 ATTN: Jeremy Johnson
 2333 Woodsman Drive
 Augusta, GA. 30906

With copies to:
 Larry McCord Design Build, LLC
 2016 Highland Avenue
 Augusta, GA. 30904

ARTICLE IX. INDEMNIFICATION

VIA 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, VIA 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 X. 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. HCD is not obligated to provide funding of any kind to VIA beyond the term of this Agreement.

VIA 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 VIA for the purpose of securing business and that VIA has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD 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 XI. 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 XII. 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 XIII. 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.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

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

Date: _____

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

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **VIA**

By: _____
Jeremy Johnson, VIA

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, Georgia- 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. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. 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).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Larry L. McCord Design Build, 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, Larry L. McCord Design Build, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Larry L. McCord Design Build, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Larry L. McCord Design Build, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Larry L. McCord Design Build, 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 Larry L. McCord Design Build, LLC. Larry L. McCord Design Build, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), 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.

 Name

Larry L. McCord Design Build, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

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

CONTRACT**between****AUGUSTA, GEORGIA****And****VETTED INVESTMENTS AND ACQUISITIONS, LLC**

in the amount of

\$131,655.00 USD

One Hundred Twenty-One Thousand Dollars and 00/100for Fiscal Year **2021**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1111 Cedar Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2022 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Vetted Investments & Acquisitions, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "VIA" 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, VIA, a procured developer and contractor with HCD 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 VIA 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, VIA 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, VIA has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, VIA has requested, and Augusta has approved a total of **\$131,655.00** 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: VIA agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. VIA agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ VIA will perform new construction for one (1) single family detached home identified as property number **1111 Cedar Street**.
- ✚ VIA will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ VIA will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. VIA is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

- B. Use of Funds:** Laney Walker/Bethlehem Bond funds shall be used by VIA 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 \$131,655.00**

1. Profit

An amount not to exceed percent (50%) of the construction cost 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 VIA for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1111 Cedar Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1111 Cedar Street**.

2. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

VIA 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 VIA 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, VIA 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

VIA 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 HCD. In addition, and upon approval by Augusta, VIA 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 funds available in the following manner:
 1. Augusta agrees to pay VIA, a maximum of **\$131,655.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to VIA's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$131,655.00** and shall be on a pay for performance basis provided VIA and HCD determine the progress is satisfactory. VIA shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, VIA will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
 3. When nearing 50%, the Developer, VIA, should be prepared to pay their 50%: **\$60,500.00** as agreed to HCD for material and labor only.
 4. HCD will monitor the progress of the project and VIA's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

5. 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. VIA and HCD shall share in the cost and proceeds of developing the residence at **1111 Cedar Street** as follows:
6. 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.
7. 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 VIA deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to VIA.
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) 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 VIA and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development 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 VIA for construction costs related to the development of one single family detached home identified as **1111 Cedar Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and VIA in writing.

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

C. Timetable for Completion of Project Activities

VIA shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1111 Cedar Street**.

Liquidated Damages

VIA agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) 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 VIA. 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 VIA. 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

VIA 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 VIA under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1111 Cedar Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. VIA shall be paid a total consideration of no more than **\$131,655.000** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. 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 VIA.

Augusta 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 VIA (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 HCD provide advance funding to VIA, or any subcontractor hereunder.
- B. VIA shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to VIA'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 VIA for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. VIA 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 VIA.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1111 Cedar Street**, HCD is to provide VIA with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

VIA 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 VIA. 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. VIA 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 VIA. In such instances, VIA shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and VIA.

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. VIA 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 VIA publications and/or advertisements. (24 CFR 570.601).
- B. VIA agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. VIA 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. VIA agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), VIA 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. VIA 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. VIA 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. VIA 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. VIA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. VIA 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. VIA 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, VIA 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. VIA agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, VIA 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 VIA 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 HCD 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. VIA 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. VIA agrees to obtain all necessary permits for intended improvements or activities.
- O. VIA shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. VIA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, 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.** VIA agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. 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 HCD at the time the subcontractors are retained to perform such physical services.

- R. VIA 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 Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. VIA 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.
- T. VIA 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. VIA will not discriminate against any person applying for shelter on the basis of religion. VIA 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.
- U. Indirect costs will only be paid if VIA has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to VIA with funds provided under this.

W. 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.

VIA 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 fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of VIA or any subcontractor of VIA or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event VIA 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, Georgia may withhold cash payments until VIA cures any breach of the Agreement. If VIA fails to cure the breach, Augusta may suspend or terminate the current award of funds. VIA will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to VIA 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 VIA for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, VIA shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD 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 VIA under this contract.

ARTICLE VIII. 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: Takiyah Douse, Interim Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

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

Vetted Investments & Acquisitions, LLC. will receive all notices at the address indicated below:

Vetted Investments & Acquisitions
 ATTN: Jeremy Johnson
 2333 Woodsman Drive
 Augusta, GA. 30906

With copies to:
 Larry McCord Design Build, LLC
 2016 Highland Avenue
 Augusta, GA. 30904

ARTICLE IX. INDEMNIFICATION

VIA 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, VIA 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 X. 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. HCD is not obligated to provide funding of any kind to VIA beyond the term of this Agreement.

VIA 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 VIA for the purpose of securing business and that VIA has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD 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 XI. 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 XII. 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 XIII. 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.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

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

Date: _____

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

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **VIA**

By: _____
Jeremy Johnson, VIA

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, Georgia- 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. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. 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).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Larry L. McCord Design Build, 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, Larry L. McCord Design Build, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Larry L. McCord Design Build, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Larry L. McCord Design Build, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Larry L. McCord Design Build, 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 Larry L. McCord Design Build, LLC. Larry L. McCord Design Build, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), 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.

 Name

Larry L. McCord Design Build, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

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

2 BEDROOM

CEDAR STREET ADDRESS:	1109	1111	1113	1115	1117
AUGUSTA, GEORGIA 30901					
Clearing lot/rough grading/excavation /permits	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Public water taps or private well	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Public sewer taps or septic tank	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Concrete footings	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Foundation walls and piers	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
Floor framing, subflooring, slab	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Framing: Outside studs, inside studs, sheathing	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00
Roof framing: tuss, joists, sheathing, felt	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00
Plumbing rough-in/tub set	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Electrical rough-in	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Heat/cool rough-in --duct & airhandler	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
Window units set/outside doors	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Permanent roof shingles	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Insulation: Walls, ceilings, floors	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00
Exterior paint primed	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Siding and /or brick veneer	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00
Sheetrock- interior Windows, doors, closets	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Trim - Interior Windows, doors, closets	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Trim - Exterior	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
Plumbing complete: Sinks, toilets, fauc, water htr	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Millwork: Kitchen/Bath cabinest, stairs	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Counter tops - kit & Bath	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Interior paint primed	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
Bathroom tile: floors & walls	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Concrete: Basement, porch walks, drive	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Exterior paint complete	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Interior paint complete	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Hardware: Doors, windows, cabinets	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Wiring complete: fixtures & trim	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Build-in appliances	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Deck, porch, rails	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Floor finish: Carpet, wood, etc	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
A/C unit installed	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Outside finish: gutters, screens, garage door	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Finish grade & landscaping	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Water & sewer hookup	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	2-10 currently	700	700	700	700
Total:	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00

\$131,655 each home

PROJECT INFORMATION

ZONING:
LEGAL DESCRIPTION:
CONSTRUCTION TYPE: IIIA

PROJECT OCCUPANCY GROUP:
GROUP R (RESIDENTIAL SINGLE FAMILY
DETACHED) (IBC 310.1)

PROJECT ADDRESS:
1117 Cedar St, Augusta, GA 30901
Vetted Investments & Acquisitions, LLC
PO BOX 8076
Fort Gordon, GA 30905

TYPE OF CONSTRUCTION:
TYPE V WOOD FRAMING, NON-SPRINKLERED

HEIGHT:
1 STORY 15'-8"
AREA: 1,280 SQUARE FEET / 1 STORY / 15'-8" (IBC
406.1.2)

BUILDING CODE:
IBC 2021 INTERNATIONAL BUILDING CODE

IRC 2021 INTERNATIONAL RESIDENTIAL CODE

VICINITY MAP
FOR REFERENCE ONLY

SQUARE FOOTAGE

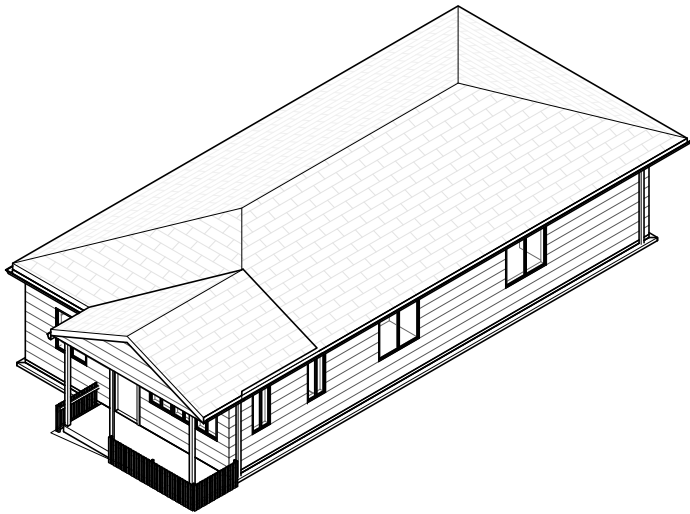
FIRST FLOOR
TOTAL A/C
COV. PORCH
GARAGE
TOTAL SQ. FT.

LOT USAGE

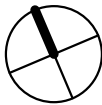
FOOTPRINT
LOT SIZE
NON ROOF AREA
% OF LOT

SHEET INDEX

A101	Foundation and Ground Floor Plan
A201	Elevations
A401	Details - Window Assembly
A203	Sections
A102	Enlarged Plans
A001	General Notes and Index
A301	Utilities Plan
A302	Framing Drawings
A204	RCP
A202	Elevations



Attachment number 4 inPage 1 of 10



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Atelier Honnete
Drawn by: RobertsRivera
Consultants: N.A

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PO BOX 8076
Fort Gordon, GA 30905

Rev.	AMENDMENT	DATE

1117 Cedar St, Augusta, GA 30901

General Notes and Index

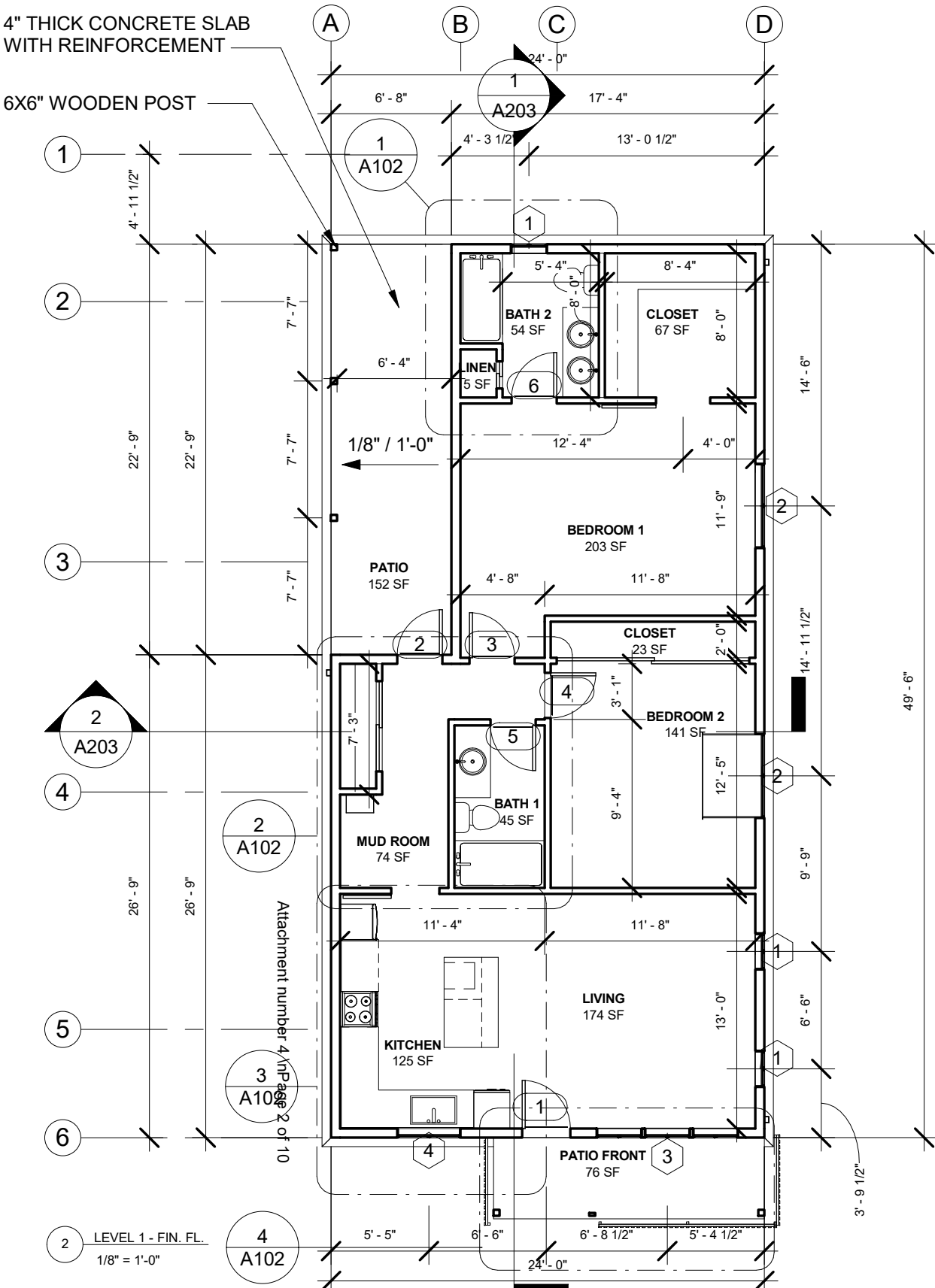
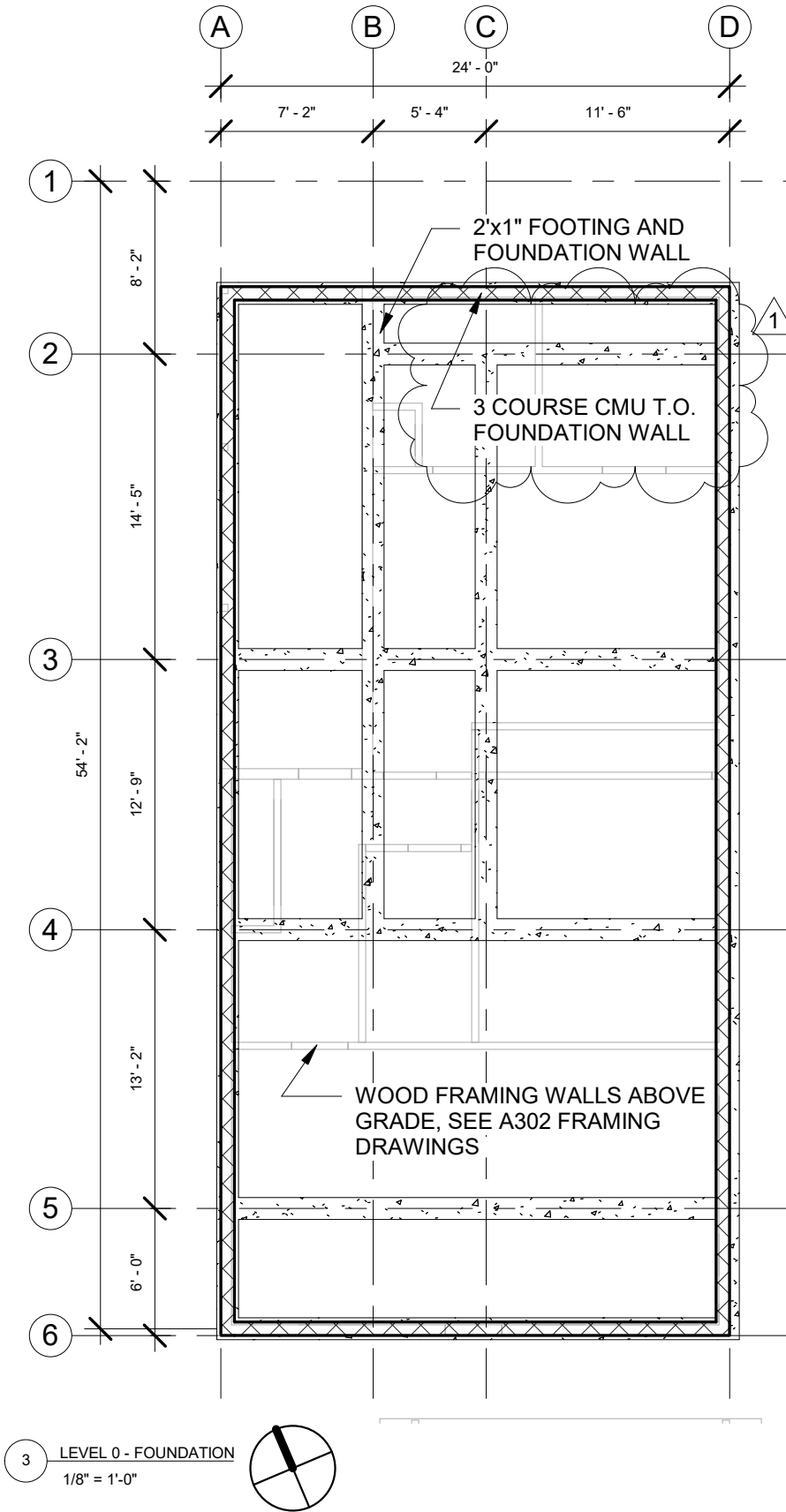
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E:
DRAWN: Author

DRAWING No.

A001

FOUNDATION NOTES

- 1. OWNER SHALL HAVE ALL FOOTING SIZES VERIFIED BASED ON SURVEY AND SOIL ANALYSIS AT SITE PRIOR TO CONSTRUCTION.
- 2. FOUNDATION SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
- 3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS WITH FOUNDATION PLAN AND MAKE NECESSARY ADJUSTMENTS.
- 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER DRAINAGE AT SITE.
- 6. ALL FOUNDATION DETAILS ARE TYPICAL. SOME VARIATIONS MAY OCCUR.
- 7. ALL WOOD SILL PLATE SHALL BE ANCHORED TO THE FOUNDATION WITH ANCHOR BOLTS SPACED A MAXIMUM OF 48" ON CENTER.



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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

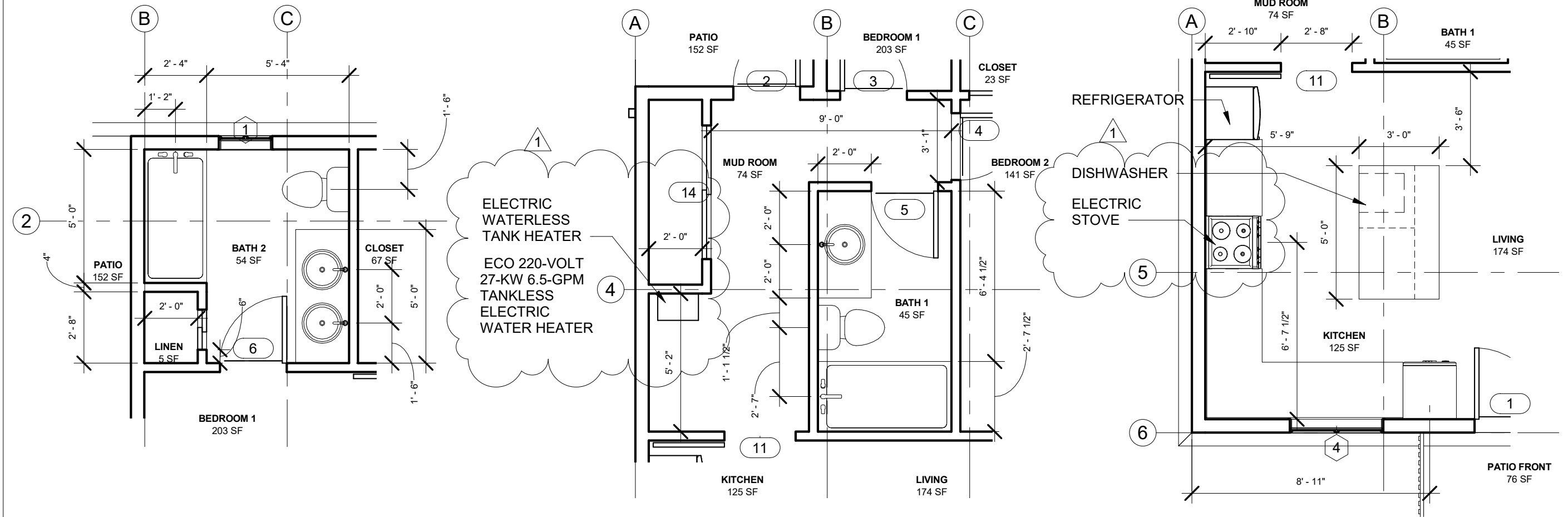
1117 Cedar St, Augusta, GA 30901

Foundation and Ground Floor Plan

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DRAWN: Author

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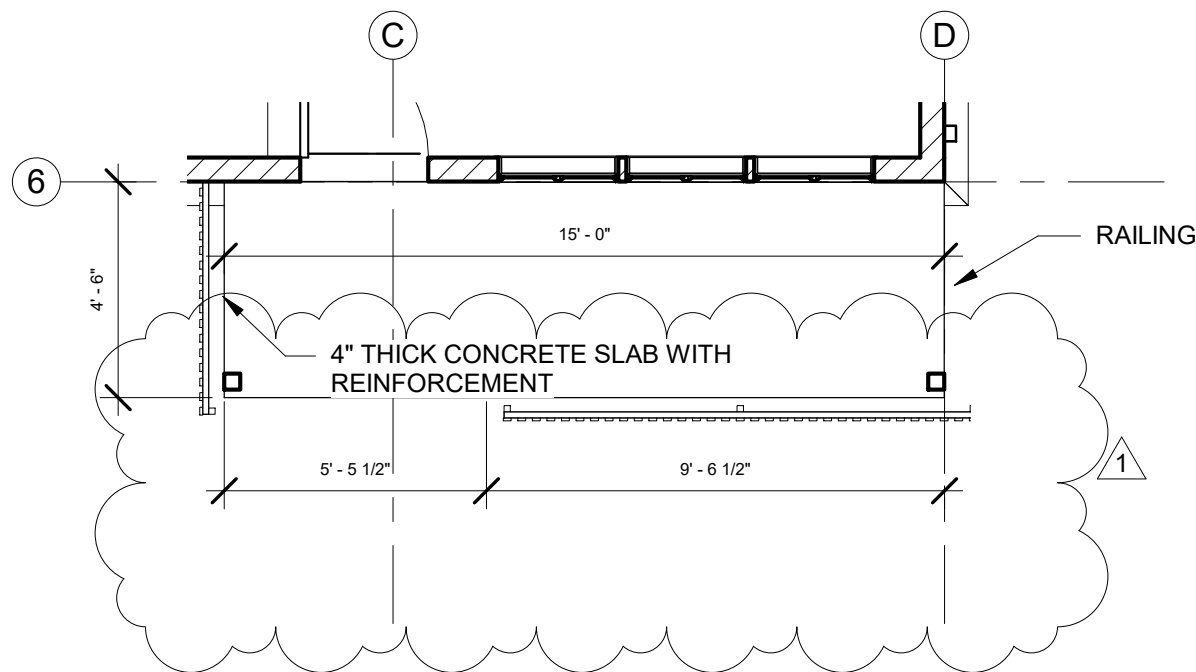
A101



1 BATH 2 ENLARGED PLAN
1/4" = 1'-0"

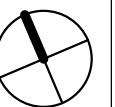
2 BATH 1 ENLARGED PLAN
1/4" = 1'-0"

3 KITCHEN ENLARGED PLAN
1/4" = 1'-0"



4 PORCH CONCRETE SLAB
1/4" = 1'-0"

Attachment number 4 in Page 3 of 10



Item # 5

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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

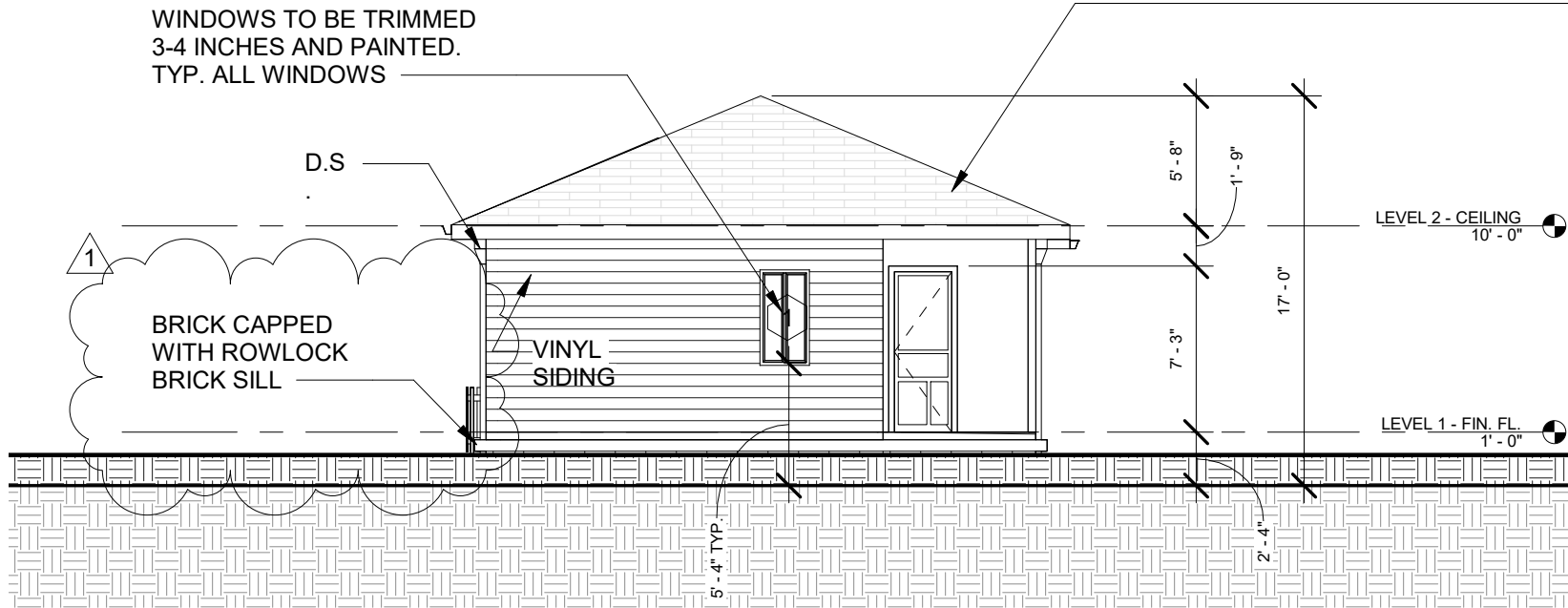
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Enlarged Plans

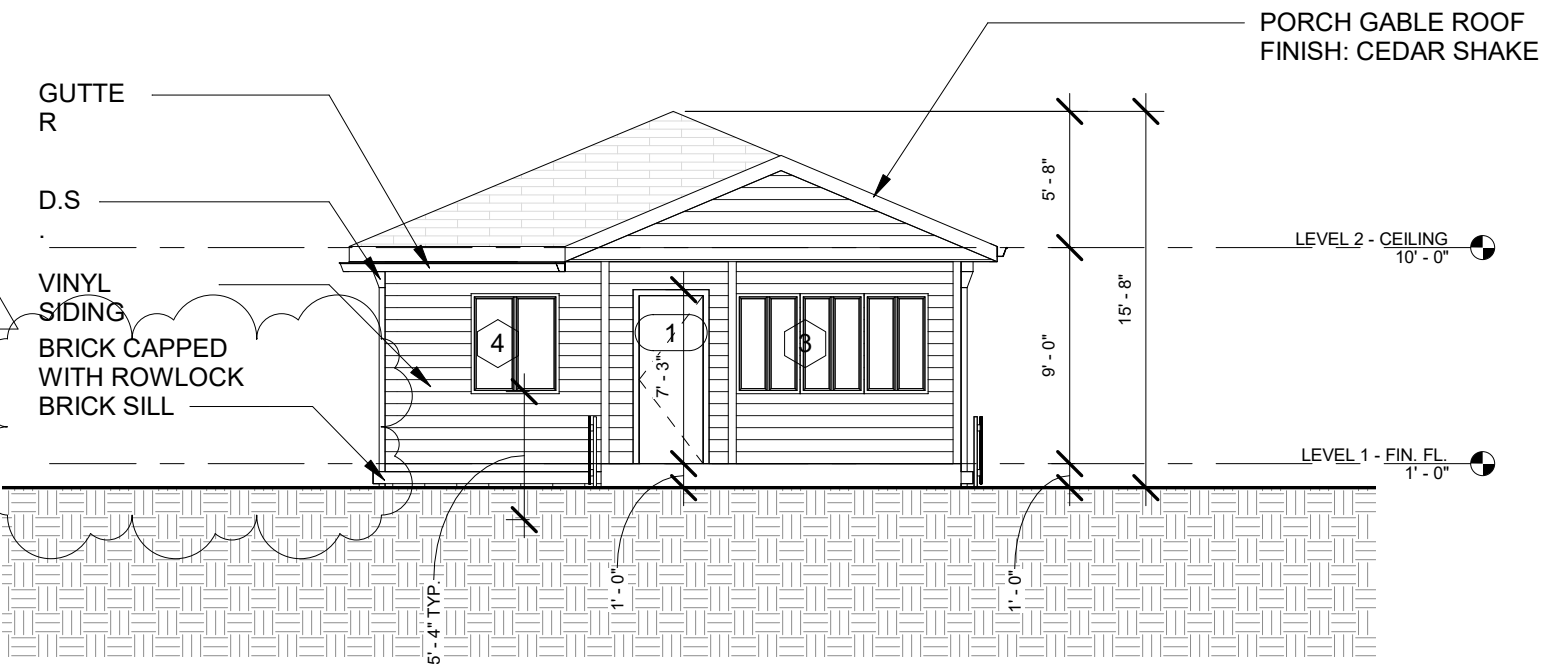
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E:
DRAWN: Author

DRAWING No.

A102



1 NORTH ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

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1	BUILDING DEPT COMMENTS	5/18/22

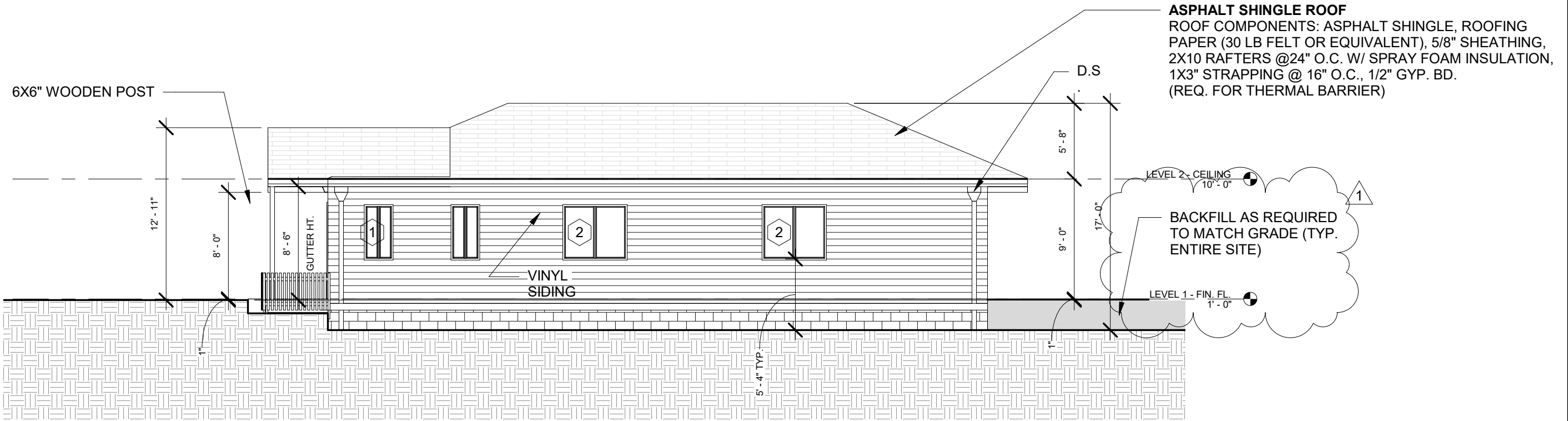
1117 Cedar St, Augusta, GA 30901

Elevations

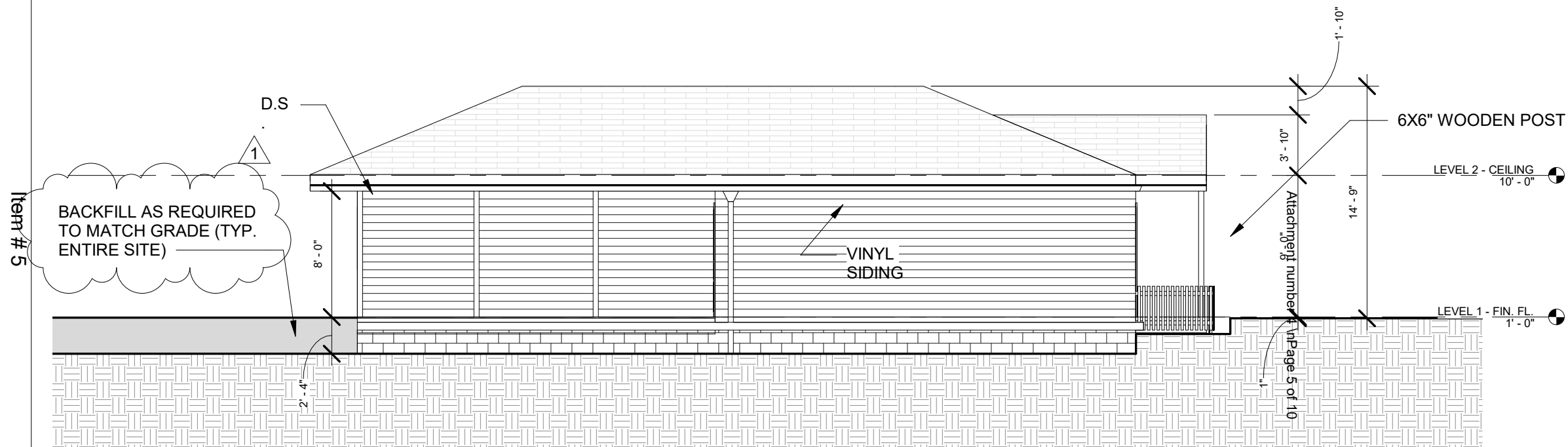
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E:
DRAWN: Author

DRAWING No.

A201



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

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1	BUILDING DEPT COMMENTS	5/18/22

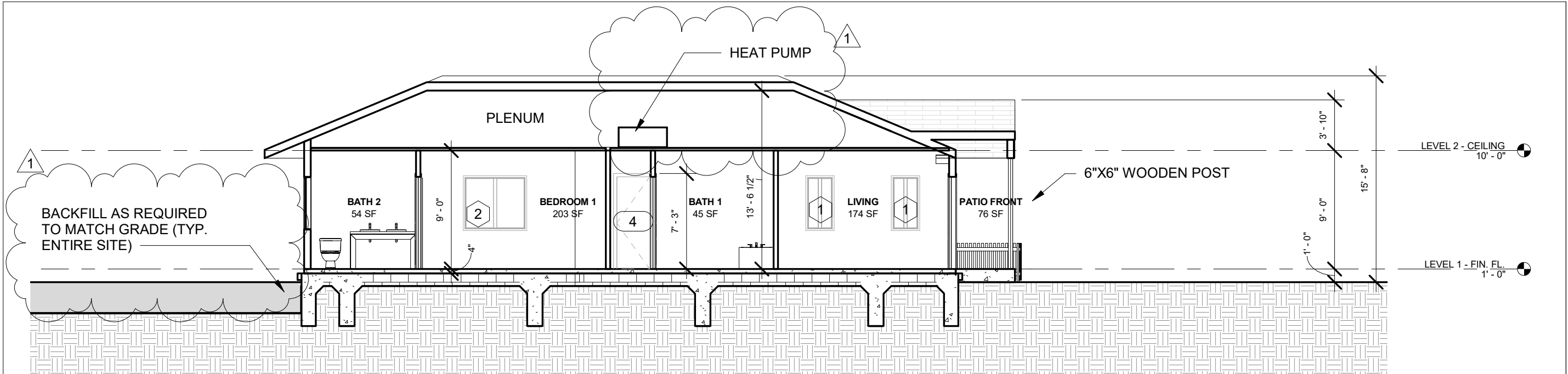
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Elevations

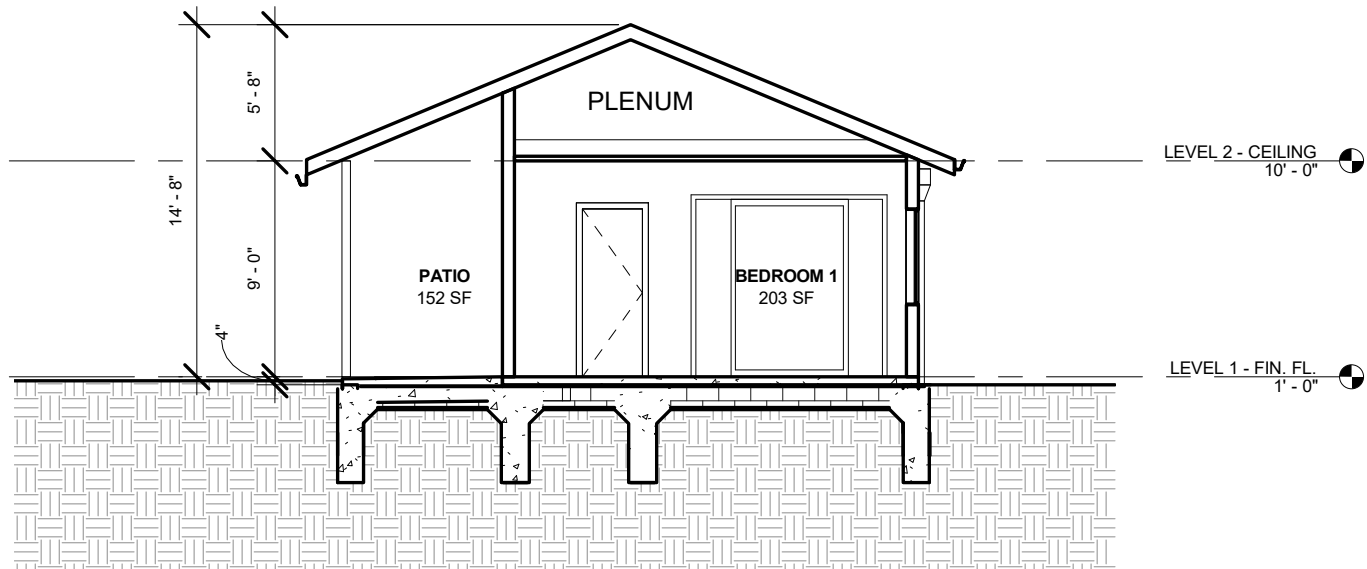
SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A202



1 SECTION 1
1/8" = 1'-0"



2 SECTION 2
1/8" = 1'-0"

Attachment number 4 in Page 6 of 10

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1	BUILDING DEPT COMMENTS	5/18/22

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Sections

SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A203

ELECTRICAL, DATA, & AUDIO
NOTES

1. OWNER TO CONDUCT A WALK-THROUGH WITH AUDIO/VISUAL, DATA/ OR IT CONTRACTORS TO VERIFY THE EXACT LOCATIONS FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC. ELECTRICAL PLANS SHOWN ARE FOR CODE MINIMUM REFERENCE ONLY.

ELECTRICAL NOTES

1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS, AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.

2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM AND ONE IN EACH CORRIDOR ACCESSING BEDROOMS/SUITES. CONNECT SMOKE DETECTORS TO HOUSE POWER AND INTER-CONNECT SMOKE DETECTORS SO THAT, WHEN ANY ONE IS TRIPPED, THEY WILL ALL SOUND. PROVIDE BATTERY BACKUP FOR ALL UNITS.












3. CIRCUITS SHALL BE VERIFIED WITH OWNER PRIOR TO WIRE INSTALLATION.

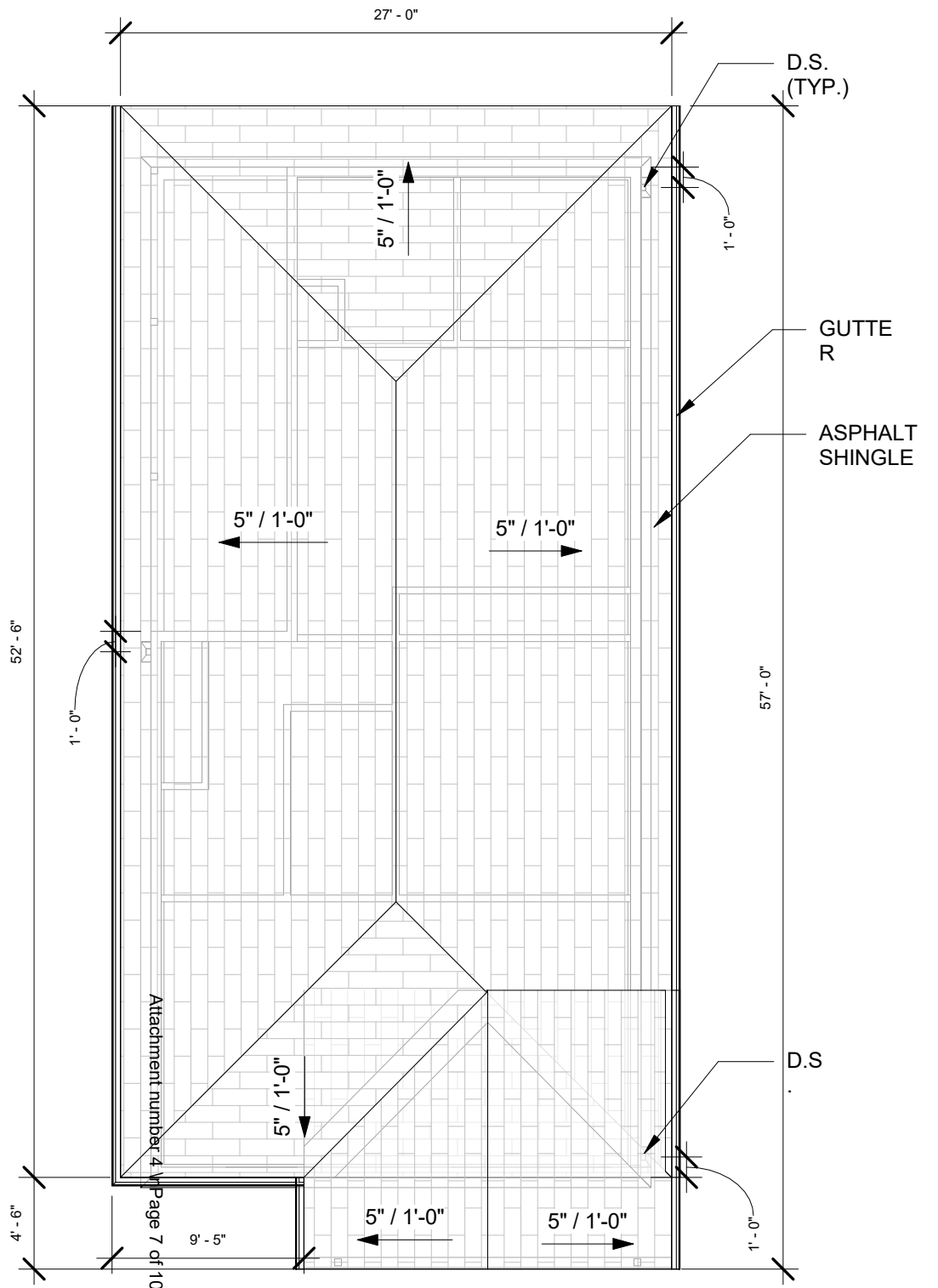
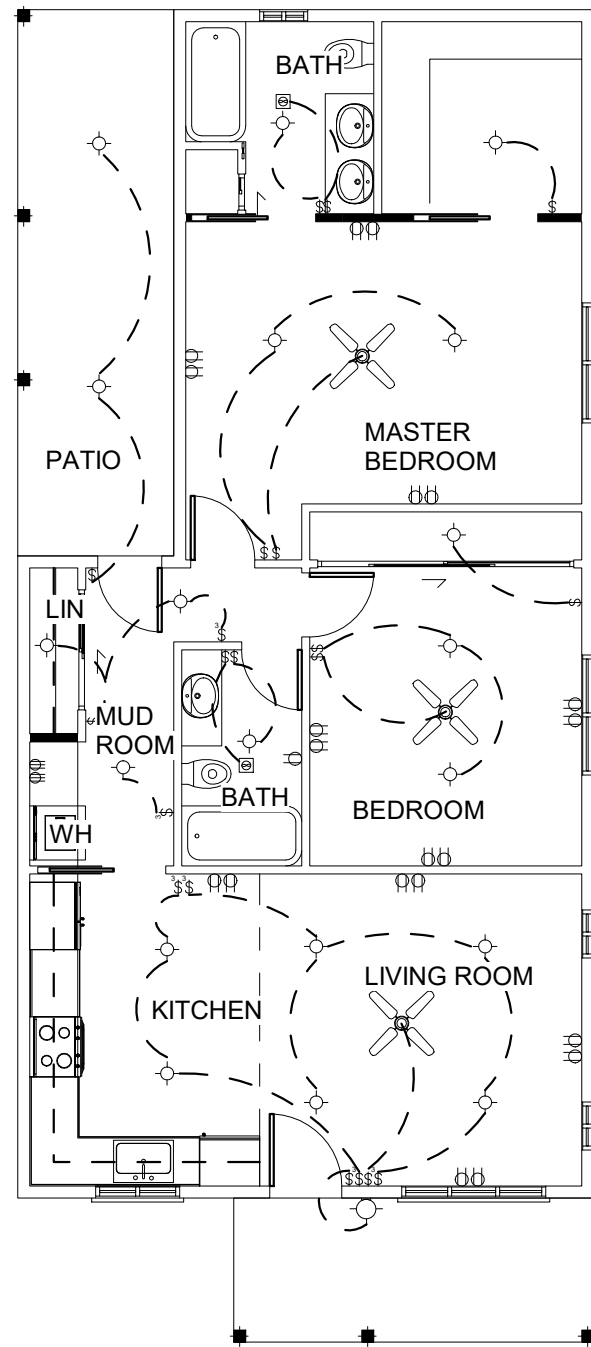
3. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH OWNER.

5. FIXTURES TO BE SLECTED BY OWNER.

RCP LEGEND

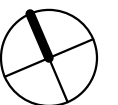
SYMBOL DESCRIPTION

	CEILING MOUNTED LIGHT FIXTURE
	110 VOLT OUTLET
	220 VOLT RECEPTACLE
	GROUND FAULT PROTECTED OUTLET
	SWITCH
	WALL MOUNTED LIGHT FIXTURE
	CEILING EXHAUST FAN
	THREE WAY SWITCH
	FLUORESCENT LIGHT
	EXTERNAL WALL LIGHT
	CEILING FAN



1 RCP
1/8" = 1'-0"

2 ROOF PLAN
1/8" = 1'-0"



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Drawn by: RobertsRivera
Consultants: N.A

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RCP

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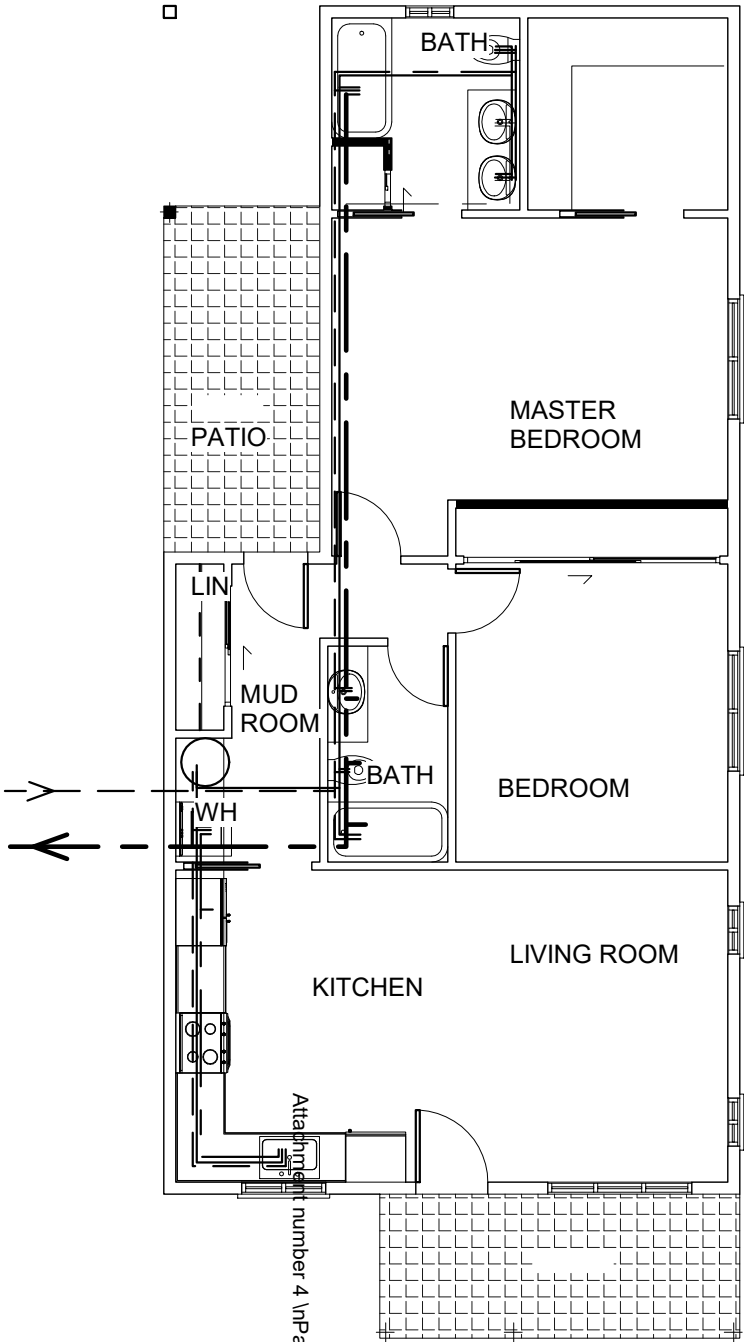
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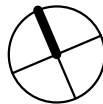
PLUMBING NOTES

- 1. PLATE STRAPS SHALL BE USED TO REPAIR STUDS, PLATES, AND TRIMMERS WHERE CUT OR DRILLED MORE THAN ONE-HALF THE DEPTH.
- 2. ALL PIPING THROUGH WALLS SHALL BE FILLED WITH MASTIC AND COVERED WITH ESCUTCHEON PLATES.
- 3. PLUMBING VENTS SHALL NOT BE LOCATED CLOSER THAN 10 FEET FROM ANY PROPERTY LINE.
- 4. ALL METALLIC PIPING UNDER SLAB SHALL BE SLEEVED.
- 5. ALL WATER CLOSETS SHALL BE 1.28 GALLONS PER FLUSH MINIMUM.
- 6. ALL SINKS AND LAVATORIES SHALL BE 1.5 GALLONS PER MINUTE.
- 7. ALL SHOWER HEADS SHALL BE 2.0 GALLONS PER MINUTE.
- 8. ALL HOSE BIBS SHALL HAVE NON-REMOVABLE TYPE LISTED BACK FLOW PREVENTION DEVICES WITHOUT ATTACHED HOSE.

LEGEND	
SYMBOL	DESCRIPTION
---	2" COLD WATER LINE
---	2" HOT WATER LINE
---	3" WASTE LINE
○	WATER HEATER



1 UTILITY PLAN
1/8" = 1'-0"



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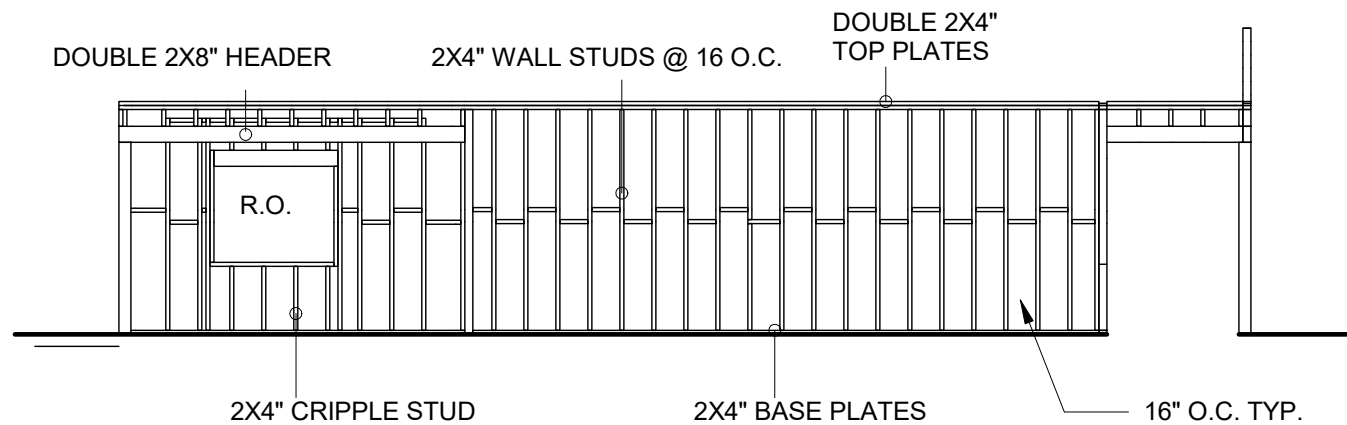
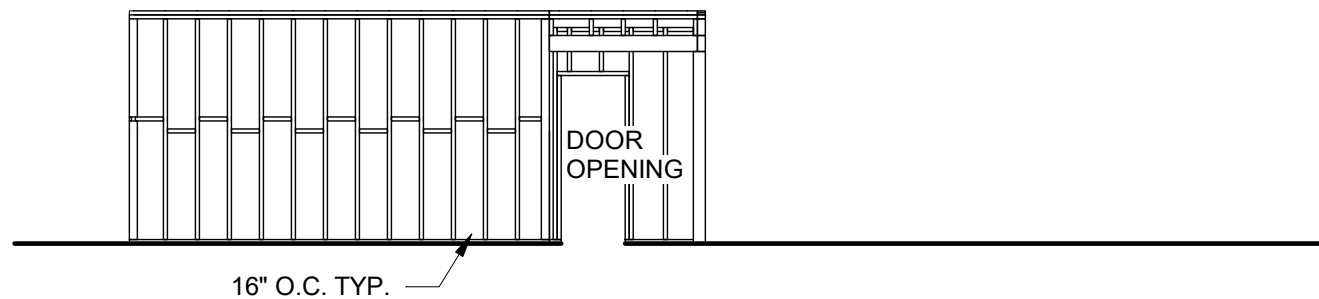
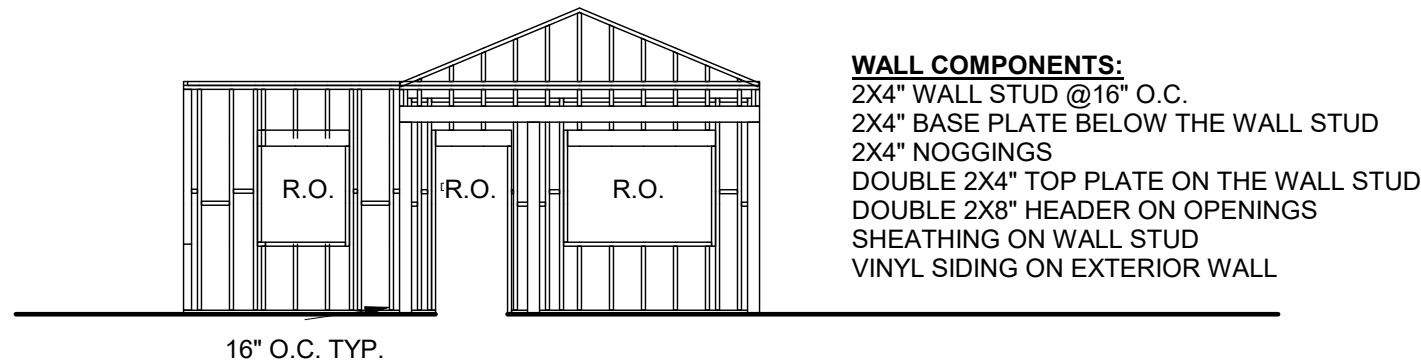
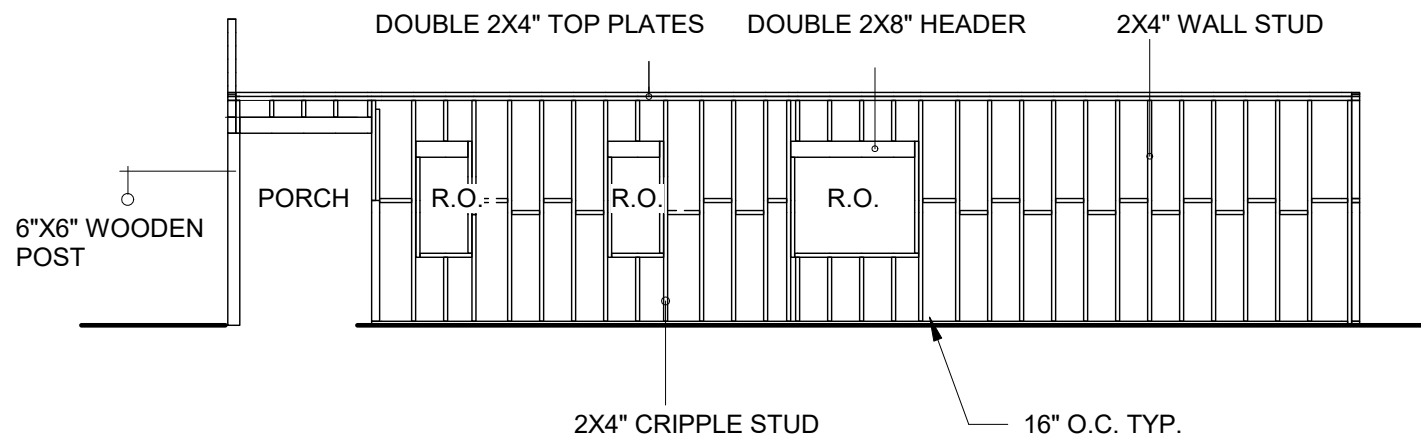
1117 Cedar St, Augusta, GA 30901

Utilities Plan

SCAL As indicated
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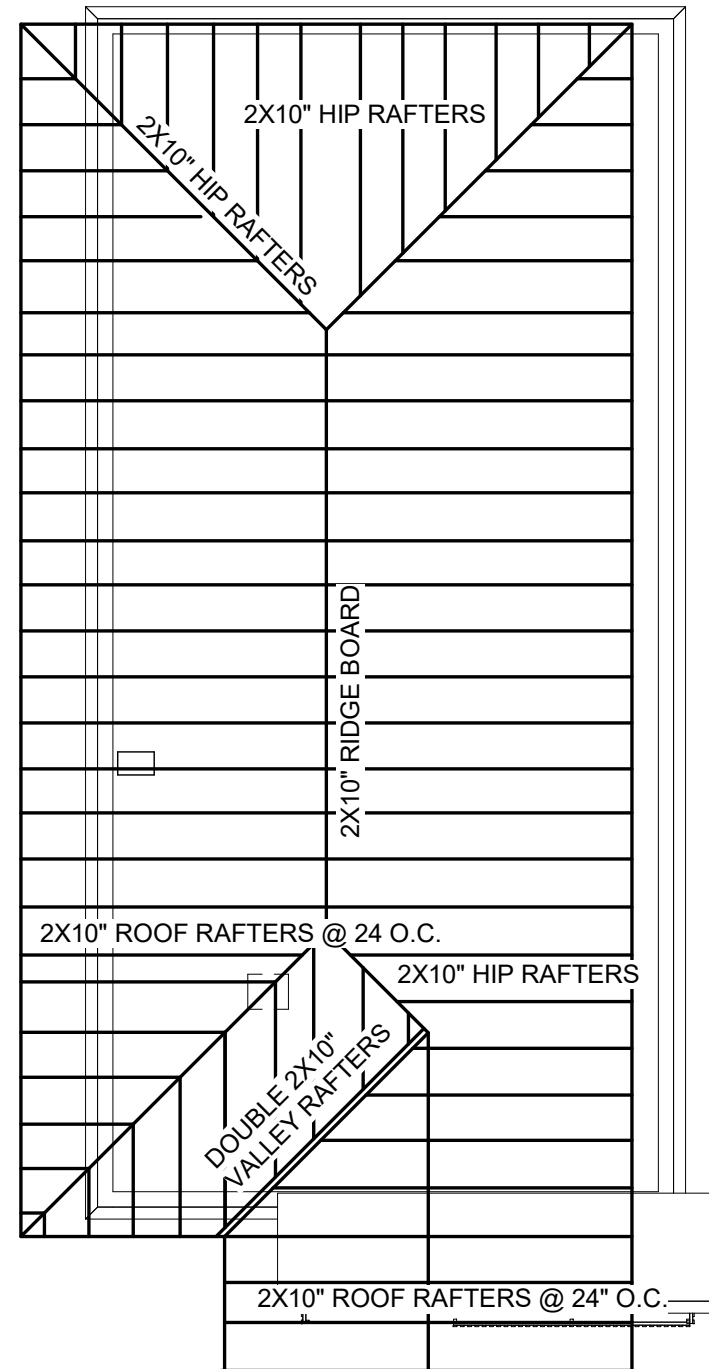
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A301



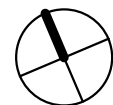
1 FRAMING DRAWINGS
1/8" = 1'-0"

ROOF COMPONENTS:
2X10" RAFTERS @ 24" O.C.
2X10" HIP AND JACK RAFTERS
2X10" RIDGE BOARD
DOUBLE 2X10 VALLEY RAFTERS



Attachment number 4 \nPage 9 of 10

2 ROOF FRAMING PLAN
1/8" = 1'-0"



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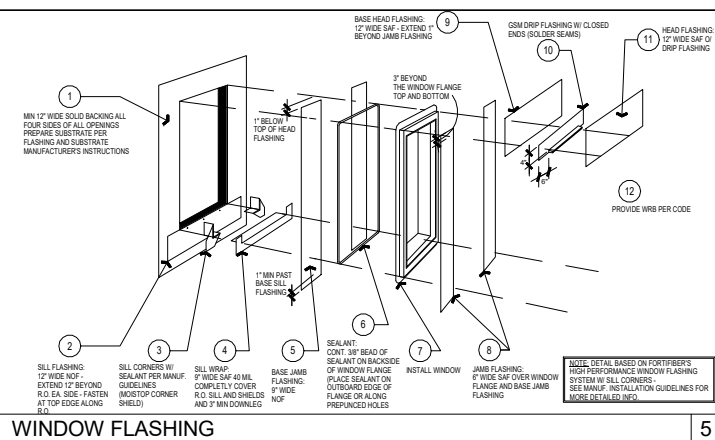
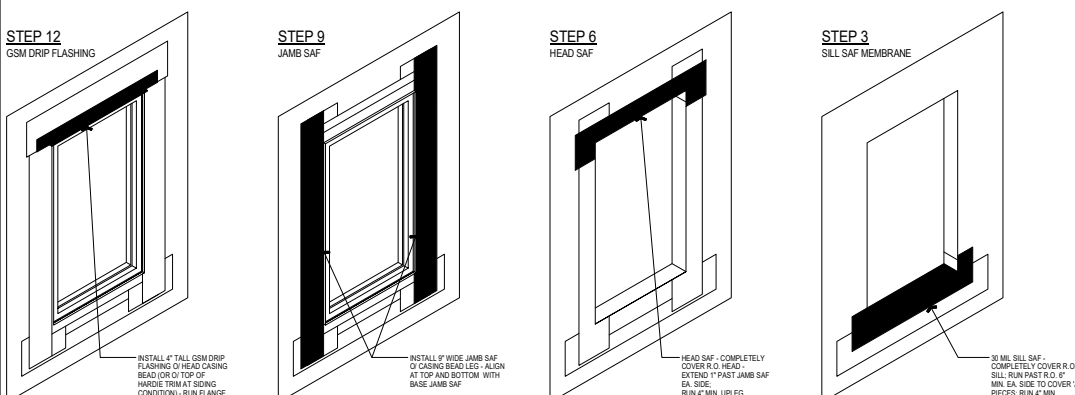
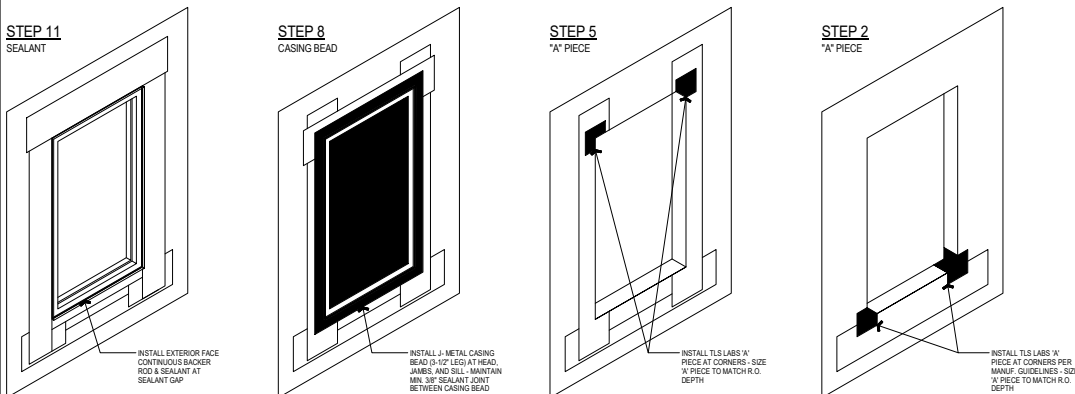
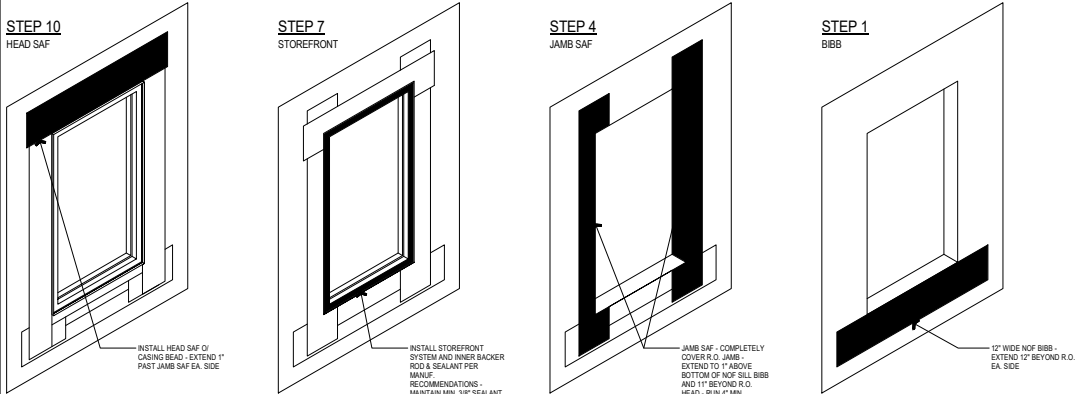
1117 Cedar St, Augusta, GA 30901

Framing Drawings

SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A302



WINDOW FLASHING

DOOR AND WINDOW NOTES

1. ALL DOORS ARE LOCATED 6 INCHES FROM THE NEAREST WALL EDGE TO HINGE, UNLESS OTHERWISE NOTED.

2. EVERY BEDROOM SHALL BE PROVIDED WITH AN EGRESS WINDOW WITH FINISH SILL HEIGHT NOT GREATER THAN 44 INCHES ABOVE THE FINISH FLOOR HEIGHT AND SHALL HAVE A MINIMUM OPENABLE AREA OF 5.7 SQ. FT. EGRESS WINDOWS SHALL NOT HAVE AN OPENABLE AREA LESS THAN 20" WIDE OR 24" HIGH.

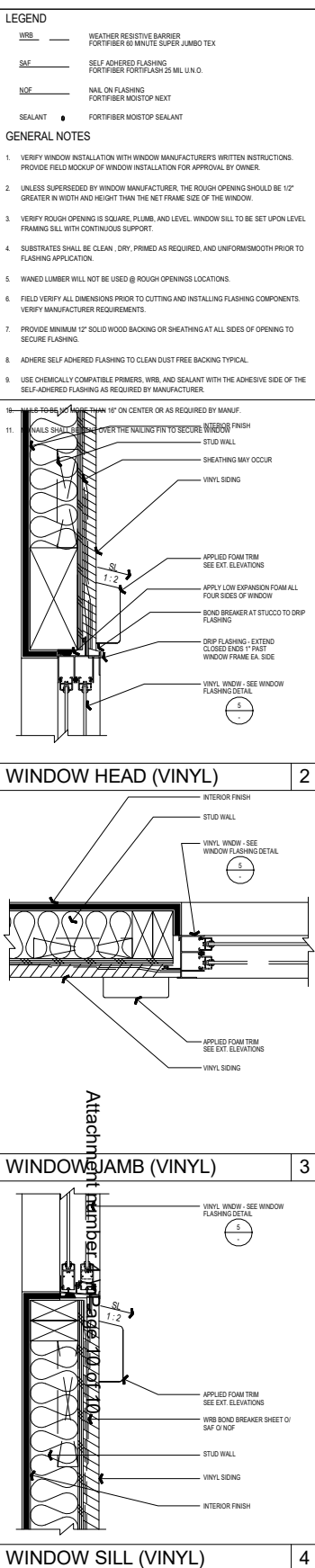
3. ENTRY DOOR TO BE CONFIRMED BY OWNER PRIOR TO ORDERING.

4. ALL GLAZING WITHIN 18 INCHES FROM F.F.L. AND/OR WITHIN 24 INCHES OF ANY OPENING (DOOR, WINDOW) TO BE PROVIDED WITH SAFETY GLAZING.

5. ALL TUB AND SHOWER ENCLOSURES TO BE GLAZED WITH SAFETY GLASS.

6. ALL EXTERIOR WINDOWS TO BE DOUBLE GLAZED AND ALL EXTERIOR DOORS ARE TO BE SOLID CORE WOOD WITH WEATHER STRIPPING. PROVIDE 1/2" DEADBOLT LOCKS ON ALL EXTERIOR DOORS, AND LOCKING DEVICES ON ALL DOORS AND WINDOWS WITHIN 10 FEET (VERTICAL) FROM GRADE. PROVIDE PEEPHOLE 54 INCHES ABOVE F.F.L. ON EXTERIOR ENTRY DOOR.


7. GC TO VERIFY ALL WINDOW SIZES FOR INGRESS/EGRESS REQUIREMENTS FROM THE JURISDICTION OF THE PROJECT SITE.



Window Schedule				
Mark	Height	Width	Head Height	Sill Height
1	4' - 0"	2' - 0"	7' - 0"	3' - 0"
7	4' - 0"	2' - 0"	7' - 0"	3' - 0"
9	4' - 0"	4' - 8"	7' - 0"	3' - 0"
10	4' - 0"	4' - 8"	7' - 0"	3' - 0"
11	4' - 0"	3' - 6"	7' - 0"	3' - 0"
12	4' - 0"	2' - 6"	7' - 0"	3' - 0"
13	4' - 0"	2' - 0"	7' - 0"	3' - 0"
14	4' - 0"	2' - 6"	7' - 0"	3' - 0"
15	4' - 0"	2' - 6"	7' - 0"	3' - 0"

Door Schedule		
Mark	Height	Width
1	7' - 0"	2' - 8"
3	7' - 0"	2' - 6"
2	7' - 0"	2' - 6"
5	7' - 0"	2' - 6"
10	7' - 0"	10' - 8"
11	6' - 10 11/16"	2' - 8"
14	7' - 0"	5' - 0"
4	7' - 0"	2' - 6"
17	6' - 10 11/16"	3' - 0"
21	6' - 8"	1' - 6"
6	7' - 0"	2' - 6"

Item # 5




WWW.ROBERTSRIVERA.COM

NOTE: ALL DIMENSIONS ON EXISTING CONDITIONS AND DEMOLITION PLANS TO BE FIELD VERIFIED.

ALL RIGHTS RESERVED "Roberts Rivera LLC"

NO REPRODUCTION UNLESS WRITTEN CONSENT GIVEN.



Prepared For:
Atelier Honnete

Drawn by: Roberts Rivera

Consultants: N.A

Project Address

1117 Cedar St, Augusta, GA 30901

Vetted Investments & Acquisitions, LLC

PO BOX 8076

Fort Gordon, GA 30905

Rev.	AMENDMENT	DATE

1117 Cedar St, Augusta, GA 30901

Details - Window Assembly

SCAL	1/4" = 1'-0"	DRAWING No.
E:		
DRAWN:	B. Rivera	A401

CONTRACT**between****AUGUSTA, GEORGIA****And****VETTED INVESTMENTS AND ACQUISITIONS, LLC**

in the amount of

\$131,655.00 USD

One Hundred Twenty-One Thousand Dollars and 00/100for Fiscal Year **2021**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1113 Cedar Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2022 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Vetted Investments & Acquisitions, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "VIA" 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, VIA, a procured developer and contractor with HCD 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 VIA 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, VIA 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, VIA has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, VIA has requested, and Augusta has approved a total of **\$131,655.00** 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: VIA agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. VIA agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ VIA will perform new construction for one (1) single family detached home identified as property number **1113 Cedar Street**.
- ✚ VIA will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ VIA will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. VIA is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

- B. Use of Funds:** Laney Walker/Bethlehem Bond funds shall be used by VIA 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 \$131,655.00**

1. Profit

An amount not to exceed percent (50%) of the construction cost 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 VIA for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1113 Cedar Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1113 Cedar Street**.

2. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

VIA 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 VIA 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, VIA 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

VIA 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 HCD. In addition, and upon approval by Augusta, VIA 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 funds available in the following manner:
 1. Augusta agrees to pay VIA, a maximum of **\$131,655.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to VIA's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$131,655.00** and shall be on a pay for performance basis provided VIA and HCD determine the progress is satisfactory. VIA shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, VIA will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
 3. When nearing 50%, the Developer, VIA, should be prepared to pay their 50%: **\$60,500.00** as agreed to HCD for material and labor only.
 4. HCD will monitor the progress of the project and VIA's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

5. 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. VIA and HCD shall share in the cost and proceeds of developing the residence at **1113 Cedar Street** as follows:
6. 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.
7. 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 VIA deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to VIA.
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) 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 VIA and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development 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 VIA for construction costs related to the development of one single family detached home identified as **1113 Cedar Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and VIA in writing.

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

C. Timetable for Completion of Project Activities

VIA shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1113 Cedar Street**.

Liquidated Damages

VIA agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) 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 VIA. 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 VIA. 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

VIA 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 VIA under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1113 Cedar Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. VIA shall be paid a total consideration of no more than **\$131,655.000** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. 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 VIA.

Augusta 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 VIA (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 HCD provide advance funding to VIA, or any subcontractor hereunder.
- B. VIA shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to VIA'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 VIA for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. VIA 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 VIA.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1113 Cedar Street**, HCD is to provide VIA with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

VIA 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 VIA. 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. VIA 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 VIA. In such instances, VIA shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and VIA.

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. VIA 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 VIA publications and/or advertisements. (24 CFR 570.601).
- B. VIA agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. VIA 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. VIA agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), VIA 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. VIA 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. VIA 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. VIA 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. VIA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. VIA 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. VIA 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, VIA 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. VIA agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, VIA 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 VIA 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 HCD 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. VIA 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. VIA agrees to obtain all necessary permits for intended improvements or activities.
- O. VIA shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. VIA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, 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.** VIA agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. 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 HCD at the time the subcontractors are retained to perform such physical services.

- R. VIA 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 Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. VIA 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.
- T. VIA 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. VIA will not discriminate against any person applying for shelter on the basis of religion. VIA 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.
- U. Indirect costs will only be paid if VIA has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to VIA with funds provided under this.

W. 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.

VIA 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 fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of VIA or any subcontractor of VIA or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event VIA 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, Georgia may withhold cash payments until VIA cures any breach of the Agreement. If VIA fails to cure the breach, Augusta may suspend or terminate the current award of funds. VIA will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to VIA 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 VIA for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, VIA shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD 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 VIA under this contract.

ARTICLE VIII. 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: Takiyah Douse, Interim Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

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

Vetted Investments & Acquisitions, LLC. will receive all notices at the address indicated below:

Vetted Investments & Acquisitions
 ATTN: Jeremy Johnson
 2333 Woodsman Drive
 Augusta, GA. 30906

With copies to:
 Larry McCord Design Build, LLC
 2016 Highland Avenue
 Augusta, GA. 30904

ARTICLE IX. INDEMNIFICATION

VIA 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, VIA 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 X. 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. HCD is not obligated to provide funding of any kind to VIA beyond the term of this Agreement.

VIA 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 VIA for the purpose of securing business and that VIA has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD 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 XI. 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 XII. 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 XIII. 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.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

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

Date: _____

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

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **VIA**

By: _____
Jeremy Johnson, VIA

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, Georgia- 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. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. 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).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Larry L. McCord Design Build, 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, Larry L. McCord Design Build, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Larry L. McCord Design Build, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Larry L. McCord Design Build, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Larry L. McCord Design Build, 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 Larry L. McCord Design Build, LLC. Larry L. McCord Design Build, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), 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.

 Name

Larry L. McCord Design Build, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

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

CONTRACT**between****AUGUSTA, GEORGIA****And****VETTED INVESTMENTS AND ACQUISITIONS, LLC**

in the amount of

\$131,655.00 USD

One Hundred Twenty-One Thousand Dollars and 00/100for Fiscal Year **2021**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1115 Cedar Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2022 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and Vetted Investments & Acquisitions, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called "VIA" 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, VIA, a procured developer and contractor with HCD 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 VIA 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, VIA 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, VIA has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, VIA has requested, and Augusta has approved a total of **\$131,655.00** 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: VIA agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. VIA agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ VIA will perform new construction for one (1) single family detached home identified as property number **1115 Cedar Street**.
- ✚ VIA will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ VIA will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. VIA is to provide a finish schedule with the specifications, brands and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond funds shall be used by VIA 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 \$131,655.00**

1. Profit

An amount not to exceed percent (50%) of the construction cost 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 VIA for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1115 Cedar Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1115 Cedar Street**.

2. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

VIA 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 VIA 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, VIA 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

VIA 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 HCD. In addition, and upon approval by Augusta, VIA 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 funds available in the following manner:
 1. Augusta agrees to pay VIA, a maximum of **\$131,655.00** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to VIA's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$131,655.00** and shall be on a pay for performance basis provided VIA and HCD determine the progress is satisfactory. VIA shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, VIA will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.
 3. When nearing 50%, the Developer, VIA, should be prepared to pay their 50%: **\$60,500.00** as agreed to HCD for material and labor only.
 4. HCD will monitor the progress of the project and VIA's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.

5. 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. VIA and HCD shall share in the cost and proceeds of developing the residence at **1115 Cedar Street** as follows:
6. 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.
7. 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 VIA deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to VIA.
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) 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 VIA and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development 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 VIA for construction costs related to the development of one single family detached home identified as **1115 Cedar Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and VIA in writing.

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

C. Timetable for Completion of Project Activities

VIA shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1115 Cedar Street**.

Liquidated Damages

VIA agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) 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 VIA. 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 VIA. 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

VIA 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 VIA under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1115 Cedar Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. VIA shall be paid a total consideration of no more than **\$131,655.000** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. 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 VIA.

Augusta 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 VIA (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 HCD provide advance funding to VIA, or any subcontractor hereunder.
- B. VIA shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to VIA'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 VIA for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. VIA 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 VIA.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1115 Cedar Street**, HCD is to provide VIA with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

VIA 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 VIA. 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. VIA 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 VIA. In such instances, VIA shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and VIA.

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. VIA 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 VIA publications and/or advertisements. (24 CFR 570.601).
- B. VIA agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. VIA 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. VIA agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), VIA 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. VIA 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. VIA 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. VIA 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. VIA will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. VIA 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. VIA 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, VIA 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. VIA agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, VIA 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 VIA 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 HCD 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. VIA 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. VIA agrees to obtain all necessary permits for intended improvements or activities.
- O. VIA shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. VIA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, 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.** VIA agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. 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 HCD at the time the subcontractors are retained to perform such physical services.

- R. VIA 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 Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. VIA 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.
- T. VIA 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. VIA will not discriminate against any person applying for shelter on the basis of religion. VIA 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.
- U. Indirect costs will only be paid if VIA has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to VIA with funds provided under this.

W. 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.

VIA 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 fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of VIA or any subcontractor of VIA or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event VIA 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, Georgia may withhold cash payments until VIA cures any breach of the Agreement. If VIA fails to cure the breach, Augusta may suspend or terminate the current award of funds. VIA will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to VIA 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 VIA for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, VIA shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD 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 VIA under this contract.

ARTICLE VIII. 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: Takiyah Douse, Interim Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

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

Vetted Investments & Acquisitions, LLC. will receive all notices at the address indicated below:

Vetted Investments & Acquisitions
 ATTN: Jeremy Johnson
 2333 Woodsman Drive
 Augusta, GA. 30906

With copies to:
 Larry McCord Design Build, LLC
 2016 Highland Avenue
 Augusta, GA. 30904

ARTICLE IX. INDEMNIFICATION

VIA 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, VIA 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 X. 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. HCD is not obligated to provide funding of any kind to VIA beyond the term of this Agreement.

VIA 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 VIA for the purpose of securing business and that VIA has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD 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 XI. 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 XII. 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 XIII. 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.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

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

Date: _____

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

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **VIA**

By: _____
Jeremy Johnson, VIA

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, Georgia- 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. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. 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).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Larry L. McCord Design Build, 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, Larry L. McCord Design Build, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Larry L. McCord Design Build, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Larry L. McCord Design Build, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Larry L. McCord Design Build, 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 Larry L. McCord Design Build, LLC. Larry L. McCord Design Build, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), 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.

 Name

Larry L. McCord Design Build, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

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

2 BEDROOM					
CEDAR STREET ADDRESS:	1109	1111	1113	1115	1117
AUGUSTA, GEORGIA 30901					
Clearing lot/rough grading/excavation /permits	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Public water taps or private well	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Public sewer taps or septic tank	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Concrete footings	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Foundation walls and piers	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
Floor framing, subflooring, slab	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Framing: Outside studs, inside studs, sheathing	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00
Roof framing: tuss, joists, sheathing, felt	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00
Plumbing rough-in/tub set	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Electrical rough-in	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Heat/cool rough-in --duct & airhandler	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
Window units set/outside doors	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Permanent roof shingles	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Insulation: Walls, ceilings, floors	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00
Exterior paint primed	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Siding and /or brick veneer	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00
Sheetrock- interior Windows, doors, closets	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Trim - Interior Windows, doors, closets	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Trim - Exterior	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
Plumbing complete: Sinks, toilets, fauc, water htr	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Millwork: Kitchen/Bath cabinest, stairs	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Counter tops - kit & Bath	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Interior paint primed	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
Bathroom tile: floors & walls	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Concrete: Basement, porch walks, drive	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Exterior paint complete	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Interior paint complete	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Hardware: Doors, windows, cabinets	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Wiring complete: fixtures & trim	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Build-in appliances	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Deck, porch, rails	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Floor finish: Carpet, wood, etc	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
A/C unit installed	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Outside finish: gutters, screens, garage door	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Finish grade & landscaping	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Water & sewer hookup	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
2-10 Warranty	700	700	700	700	
Total:	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00

\$131,655 each home

PROJECT INFORMATION

ZONING:
LEGAL DESCRIPTION:
CONSTRUCTION TYPE: IIIA

PROJECT OCCUPANCY GROUP:
GROUP R (RESIDENTIAL SINGLE FAMILY
DETACHED) (IBC 310.1)

PROJECT ADDRESS:
1117 Cedar St, Augusta, GA 30901
Vetted Investments & Acquisitions, LLC
PO BOX 8076
Fort Gordon, GA 30905

TYPE OF CONSTRUCTION:
TYPE V WOOD FRAMING, NON-SPRINKLERED

HEIGHT:
1 STORY 15'-8"
AREA: 1,280 SQUARE FEET / 1 STORY / 15'-8" (IBC
406.1.2)

BUILDING CODE:
IBC 2021 INTERNATIONAL BUILDING CODE

IRC 2021 INTERNATIONAL RESIDENTIAL CODE

VICINITY MAP
FOR REFERENCE ONLY

SQUARE FOOTAGE

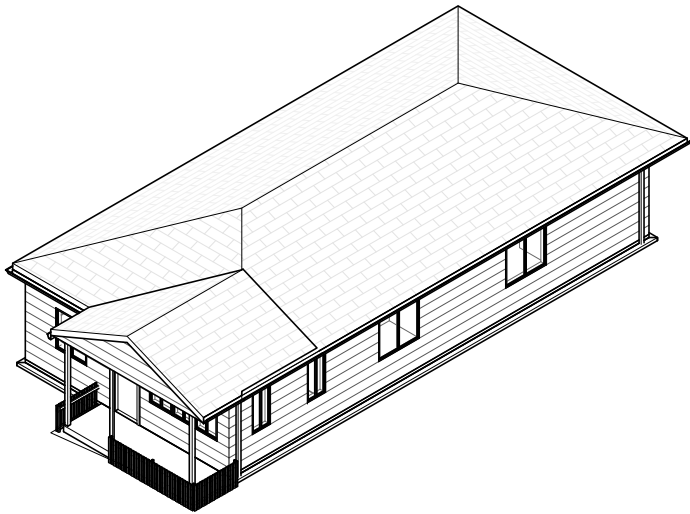
FIRST FLOOR
TOTAL A/C
COV. PORCH
GARAGE
TOTAL SQ. FT.

LOT USAGE

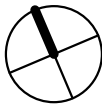
FOOTPRINT
LOT SIZE
NON ROOF AREA
% OF LOT

SHEET INDEX

A101	Foundation and Ground Floor Plan
A201	Elevations
A401	Details - Window Assembly
A203	Sections
A102	Enlarged Plans
A001	General Notes and Index
A301	Utilities Plan
A302	Framing Drawings
A204	RCP
A202	Elevations



Attachment number 8 in Page 1 of 10



R+R

WWW.ROBERTSRIVERA.COM

NOTE: ALL DIMENSIONS ON EXISTING CONDITIONS AND DEMOLITION PLANS TO BE FIELD VERIFIED.
ALL RIGHTS RESERVED "RobertsRivera LLC"
NO REPRODUCTION UNLESS WRITTEN CONSENT GIVEN



Prepared For:
Atelier Honnete
Drawn by: RobertsRivera
Consultants: N.A

Project Address
1117 Cedar St, Augusta, GA 30901
Vetted Investments & Acquisitions, LLC
PO BOX 8076
Fort Gordon, GA 30905

Rev.	AMENDMENT	DATE

1117 Cedar St, Augusta, GA 30901

General Notes and Index

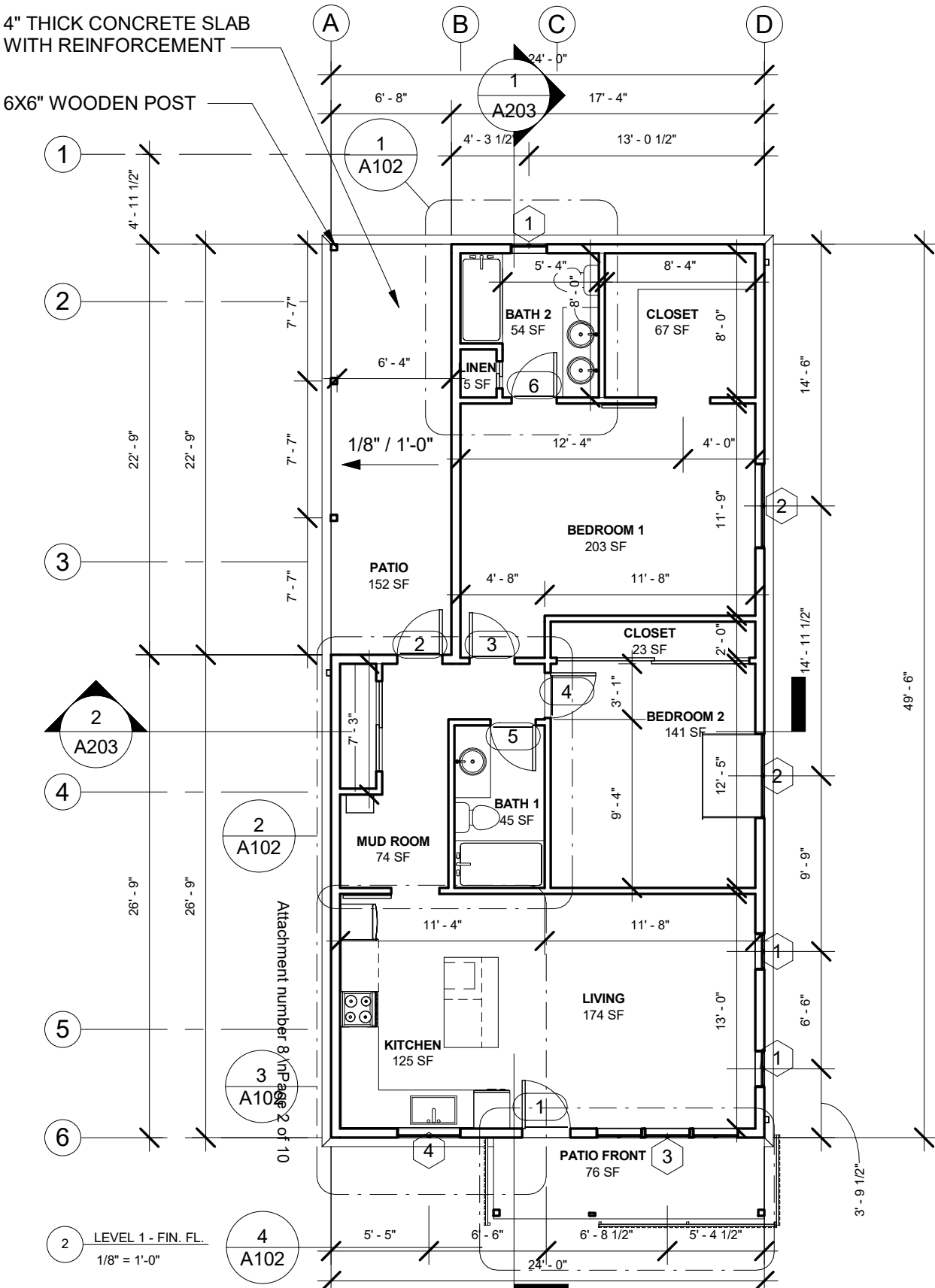
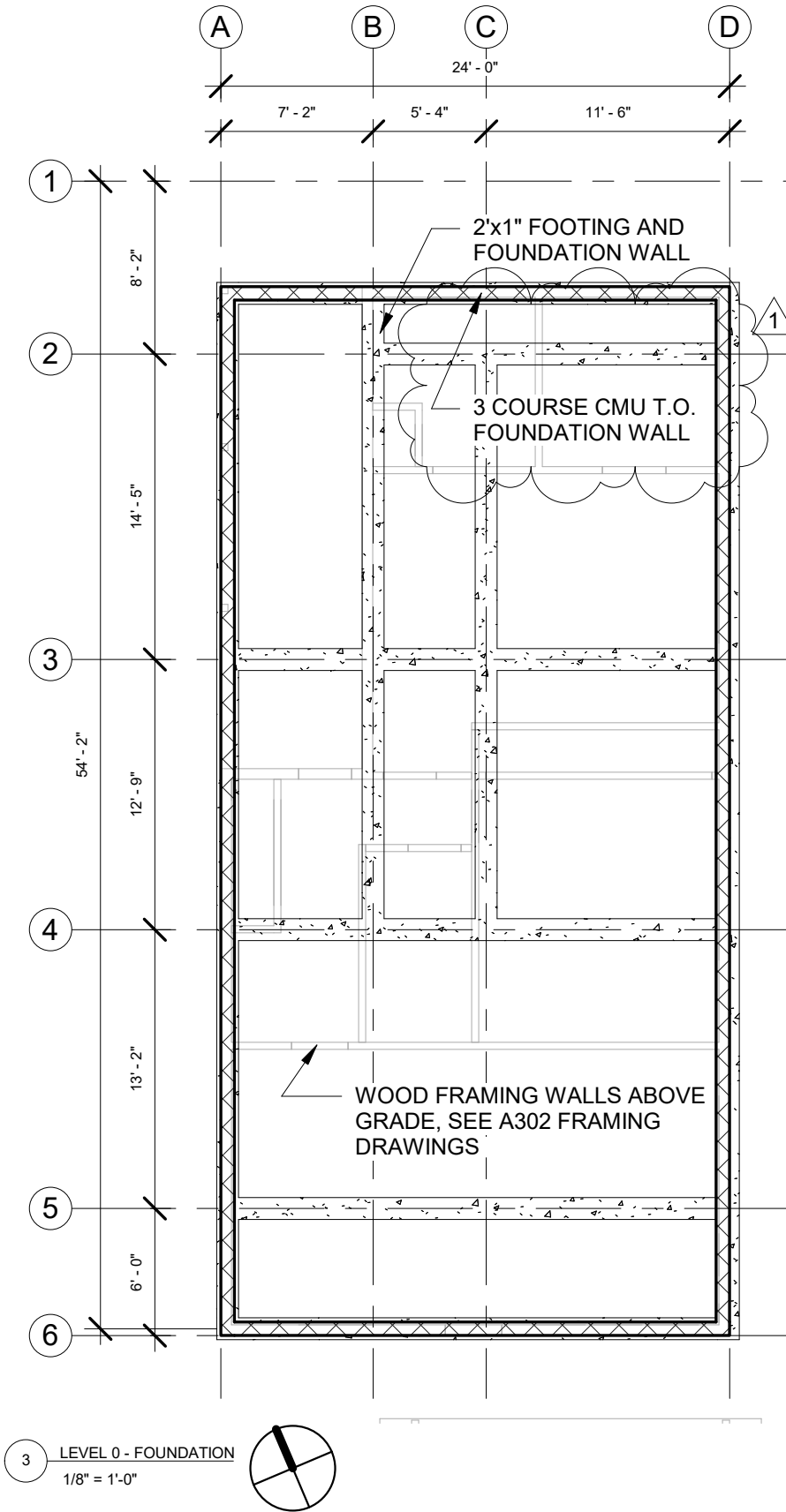
SCAL 1/4" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A001

FOUNDATION NOTES

- 1. OWNER SHALL HAVE ALL FOOTING SIZES VERIFIED BASED ON SURVEY AND SOIL ANALYSIS AT SITE PRIOR TO CONSTRUCTION.
- 2. FOUNDATION SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
- 3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS WITH FOUNDATION PLAN AND MAKE NECESSARY ADJUSTMENTS.
- 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER DRAINAGE AT SITE.
- 6. ALL FOUNDATION DETAILS ARE TYPICAL. SOME VARIATIONS MAY OCCUR.
- 7. ALL WOOD SILL PLATE SHALL BE ANCHORED TO THE FOUNDATION WITH ANCHOR BOLTS SPACED A MAXIMUM OF 48" ON CENTER.



R+R

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NOTE: ALL DIMENSIONS ON EXISTING CONDITIONS AND DEMOLITION PLANS TO BE FIELD VERIFIED.
ALL RIGHTS RESERVED "Roberts Rivera LLC"
NO REPRODUCTION UNLESS WRITTEN CONSENT GIVEN.



Prepared For:
Atelier Honnete
Drawn by: Roberts Rivera
Consultants: N.A

Project Address
1117 Cedar St, Augusta, GA 30901
Vetted Investments & Acquisitions, LLC
PO BOX 8076
Fort Gordon, GA 30905

Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

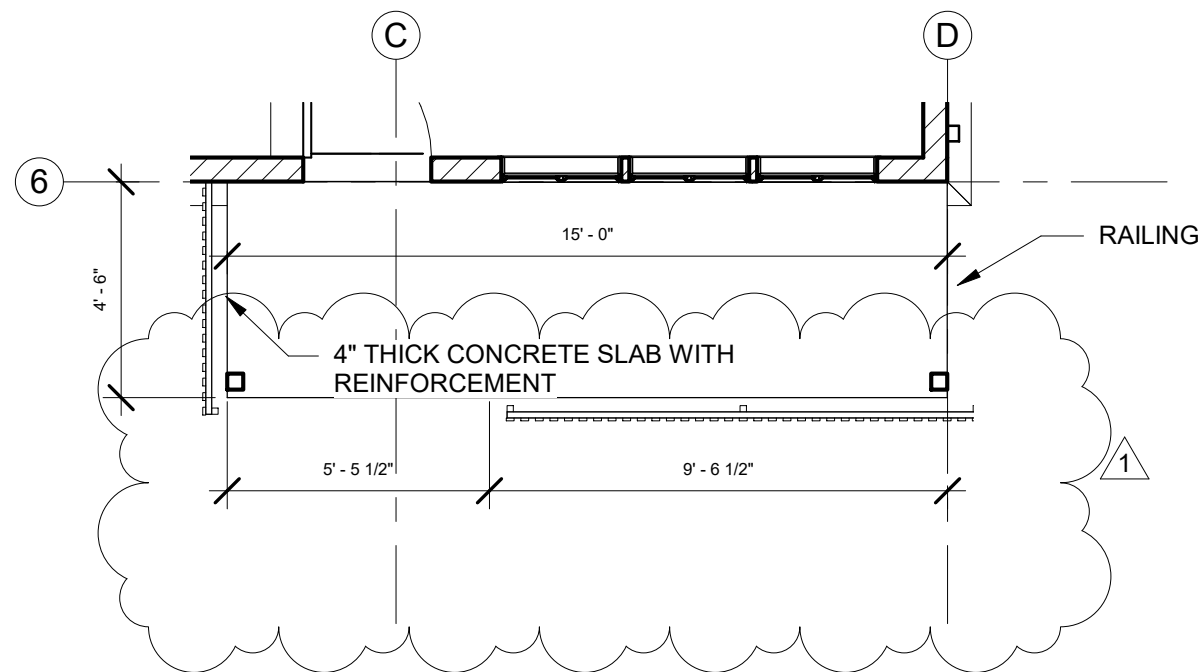
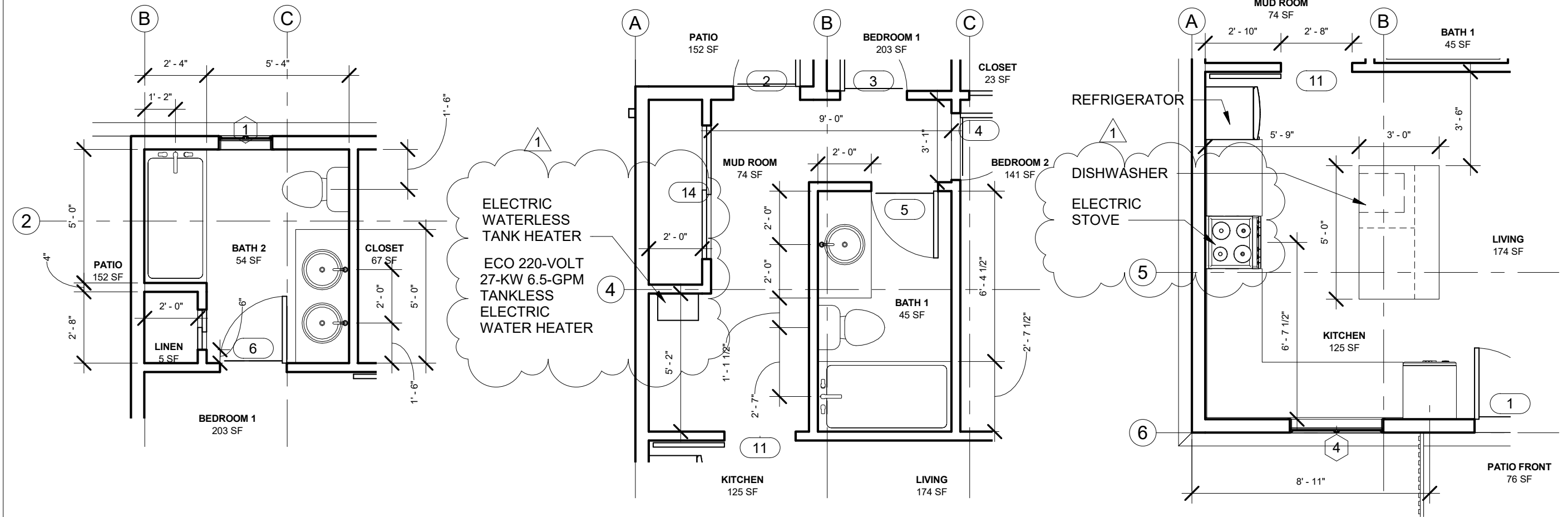
1117 Cedar St, Augusta, GA 30901

Foundation and Ground Floor Plan

SCAL As indicated
E:
DRAWN: Author

DRAWING No.

A101



Attachment number 8 in Page 3 of 10



R+R

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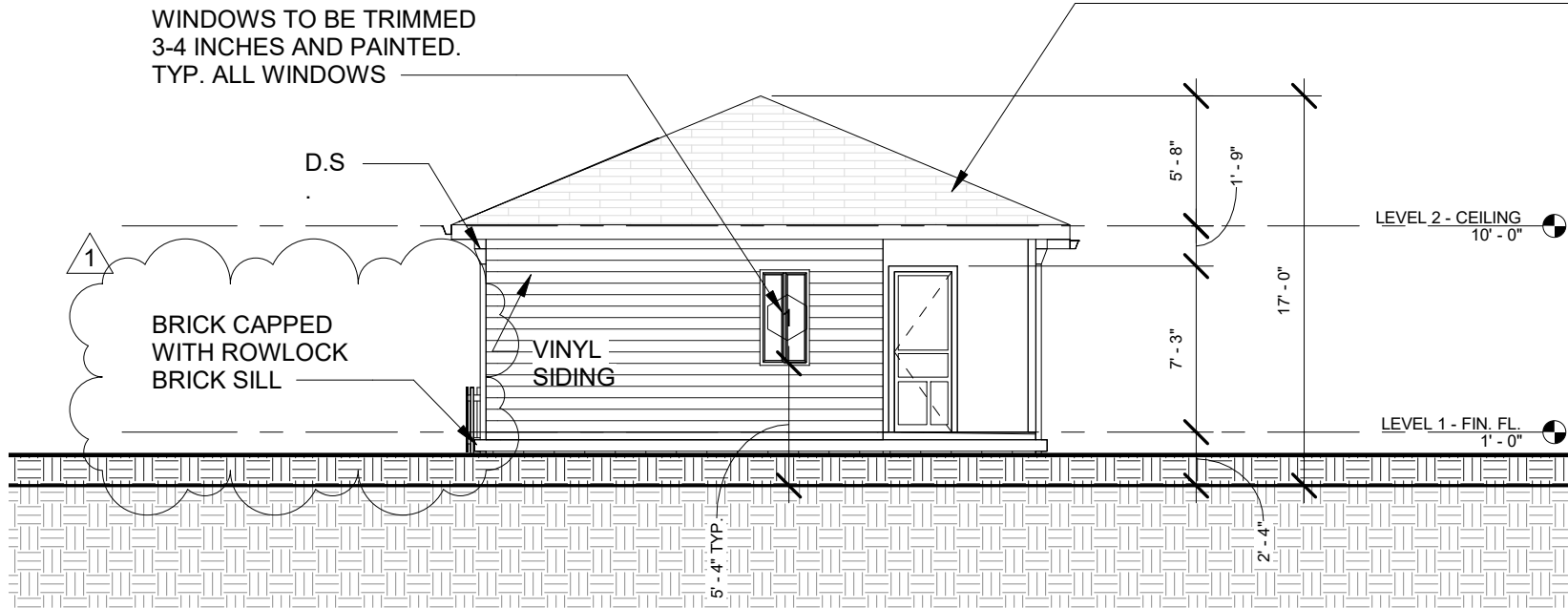
1117 Cedar St, Augusta, GA 30901

Enlarged Plans

SCAL 1/4" = 1'-0"
E:
DRAWN: Author

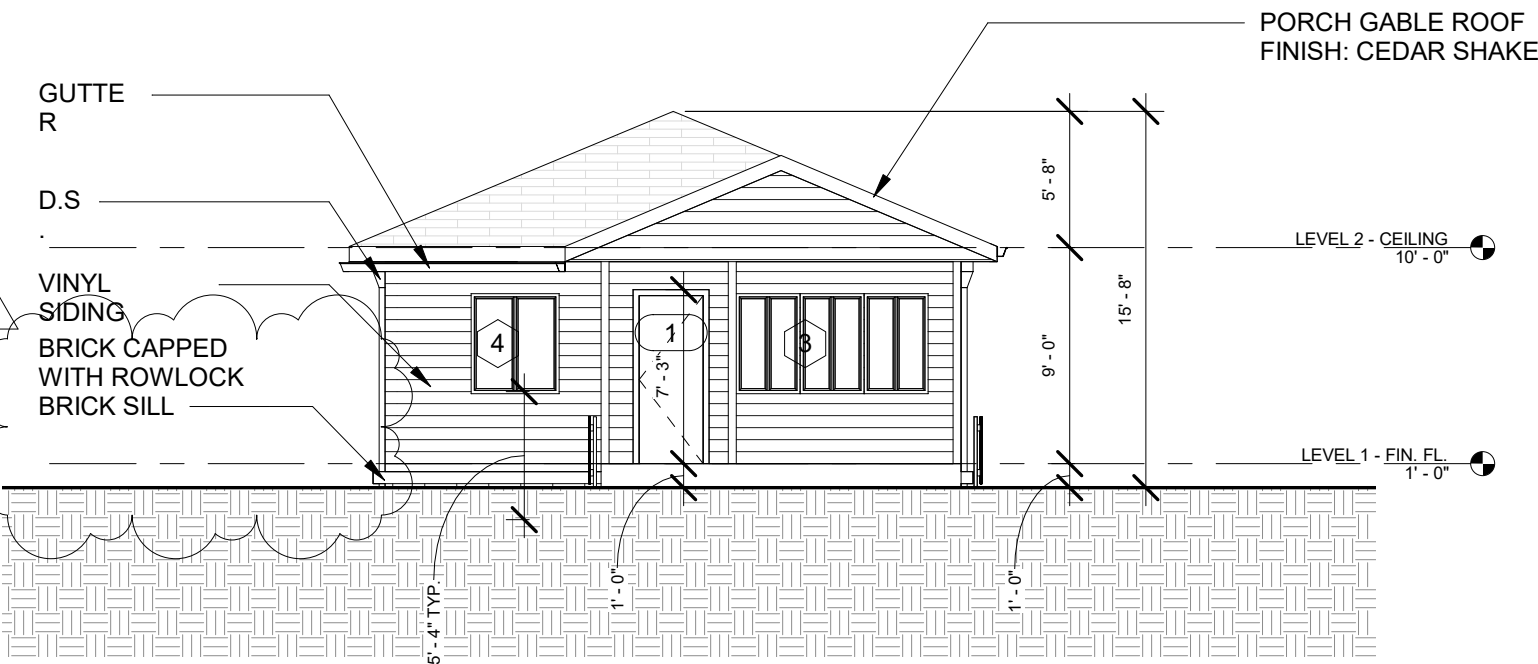
DRAWING No.

A102



ASPHALT SHINGLE ROOF
ROOF COMPONENTS: ASPHALT SHINGLE, ROOFING PAPER (30 LB FELT OR EQUIVALENT), 5/8" SHEATHING, 2X10 RAFTERS @24" O.C. W/ SPRAY FOAM INSULATION, 1X3" STRAPPING @ 16" O.C., 1/2" GYP. BD. (REQ. FOR THERMAL BARRIER)

1 NORTH ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

Attachment number 8 in Page 4 of 10

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1	BUILDING DEPT COMMENTS	5/18/22

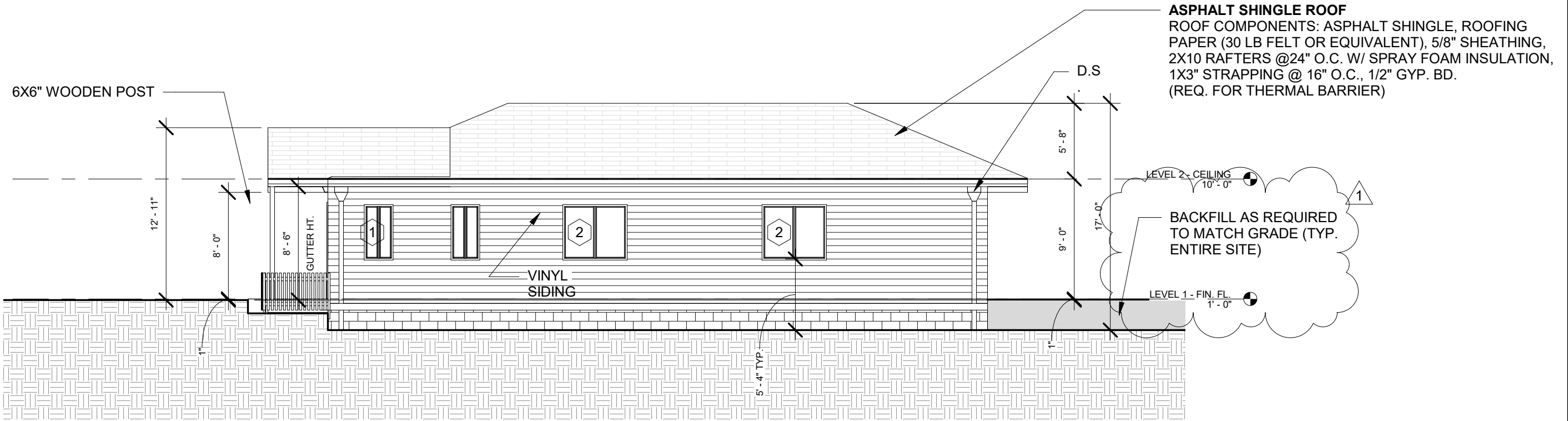
1117 Cedar St, Augusta, GA 30901

Elevations

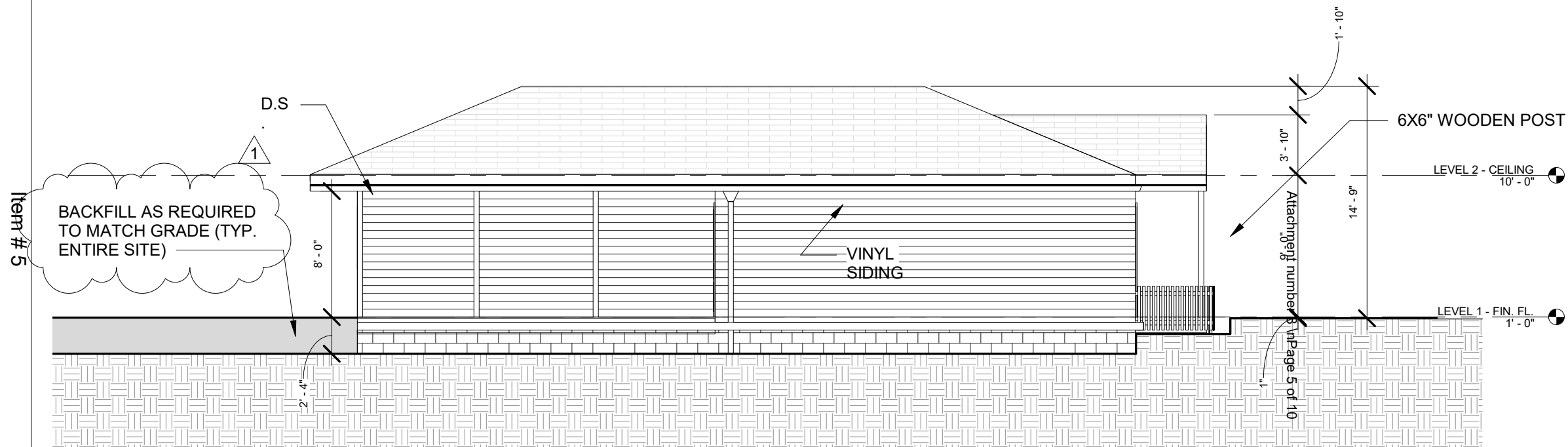
SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A201



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

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Fort Gordon, GA 30905

Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

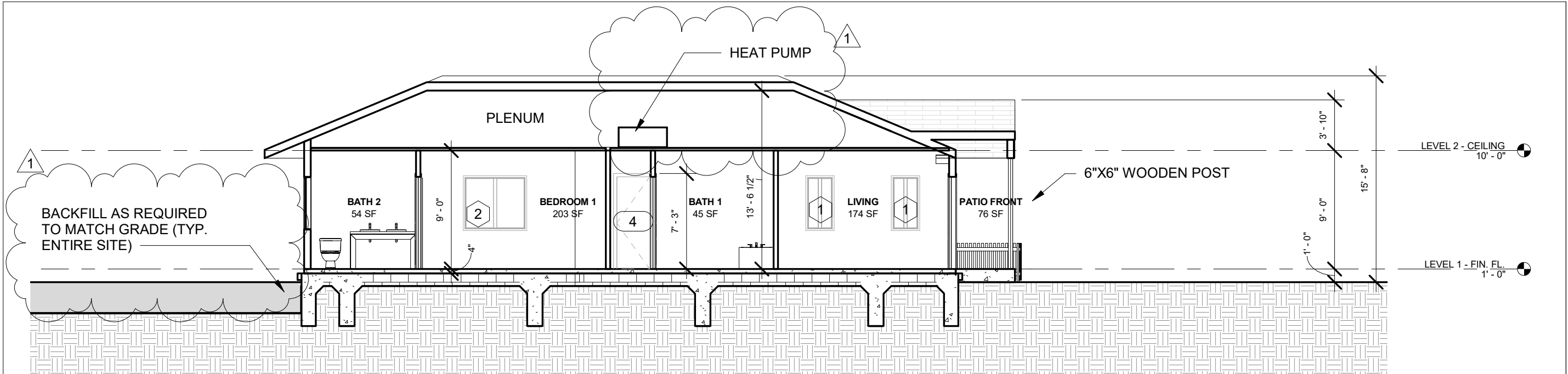
1117 Cedar St, Augusta, GA 30901

Elevations

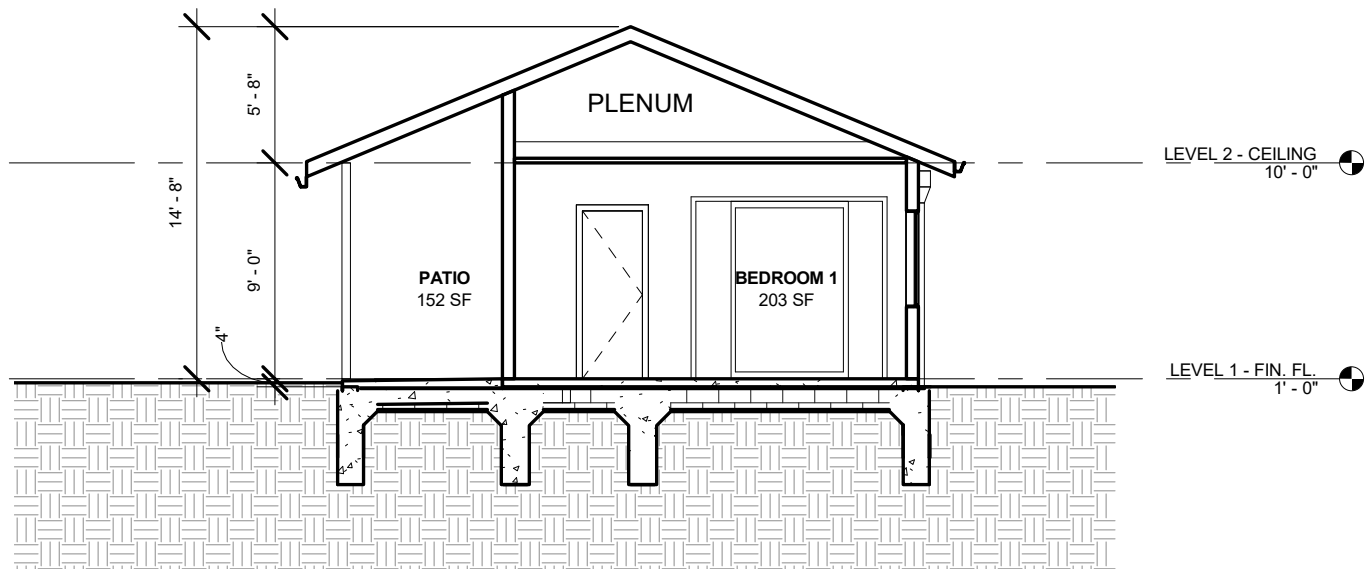
SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A202



1 SECTION 1
1/8" = 1'-0"



2 SECTION 2
1/8" = 1'-0"

Attachment number 8 in Page 6 of 10

Item # 5

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1	BUILDING DEPT COMMENTS	5/18/22

1117 Cedar St, Augusta, GA 30901

Sections

SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A203

ELECTRICAL, DATA, & AUDIO
NOTES

1. OWNER TO CONDUCT A WALK-THROUGH WITH AUDIO/VISUAL, DATA/ OR IT CONTRACTORS TO VERIFY THE EXACT LOCATIONS FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC. ELECTRICAL PLANS SHOWN ARE FOR CODE MINIMUM REFERENCE ONLY.

ELECTRICAL NOTES

1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS, AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.

2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM AND ONE IN EACH CORRIDOR ACCESSING BEDROOMS/SUITES. CONNECT SMOKE DETECTORS TO HOUSE POWER AND INTER-CONNECT SMOKE DETECTORS SO THAT, WHEN ANY ONE IS TRIPPED, THEY WILL ALL SOUND. PROVIDE BATTERY BACKUP FOR ALL UNITS.












3. CIRCUITS SHALL BE VERIFIED WITH OWNER PRIOR TO WIRE INSTALLATION.

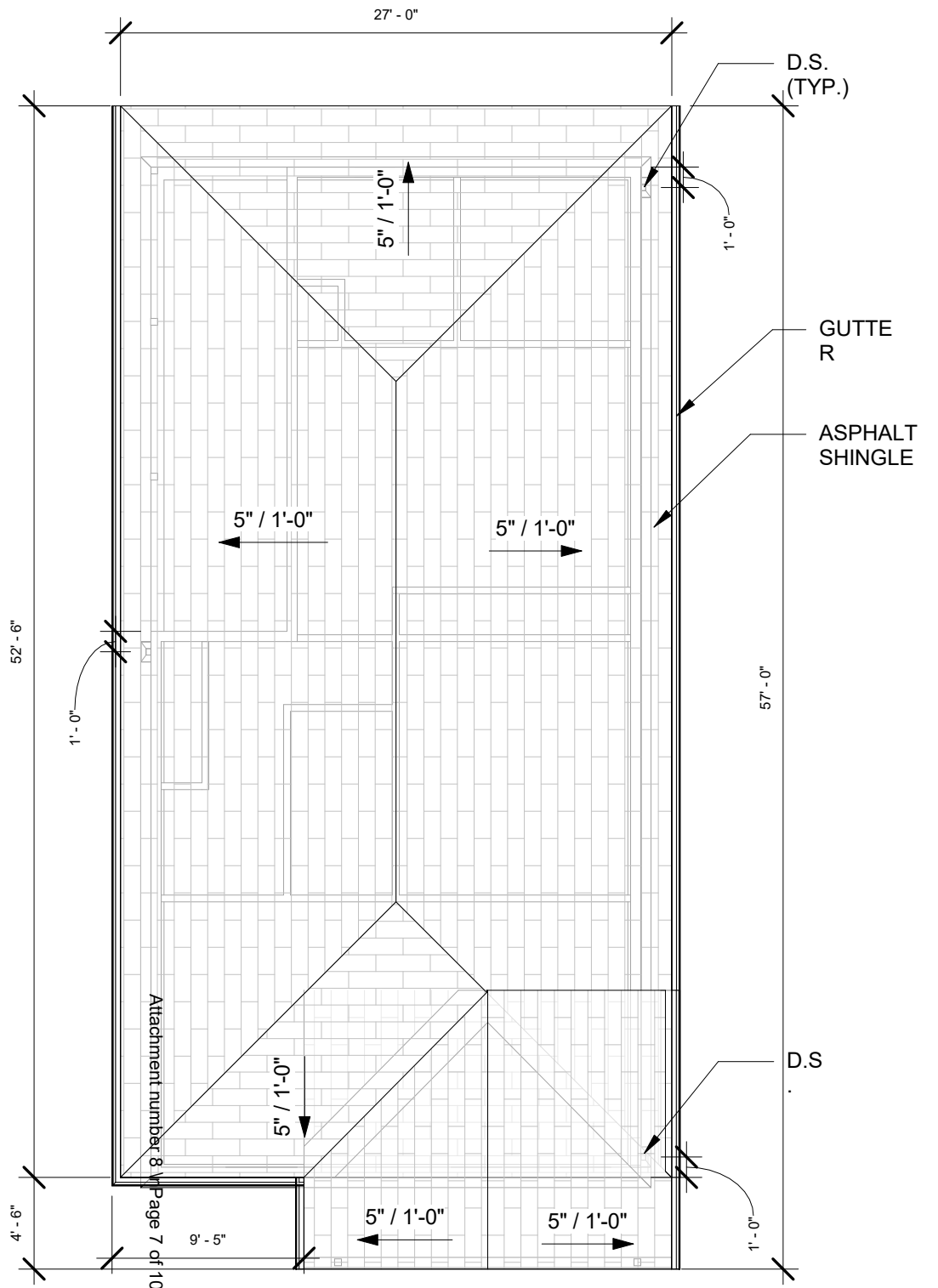
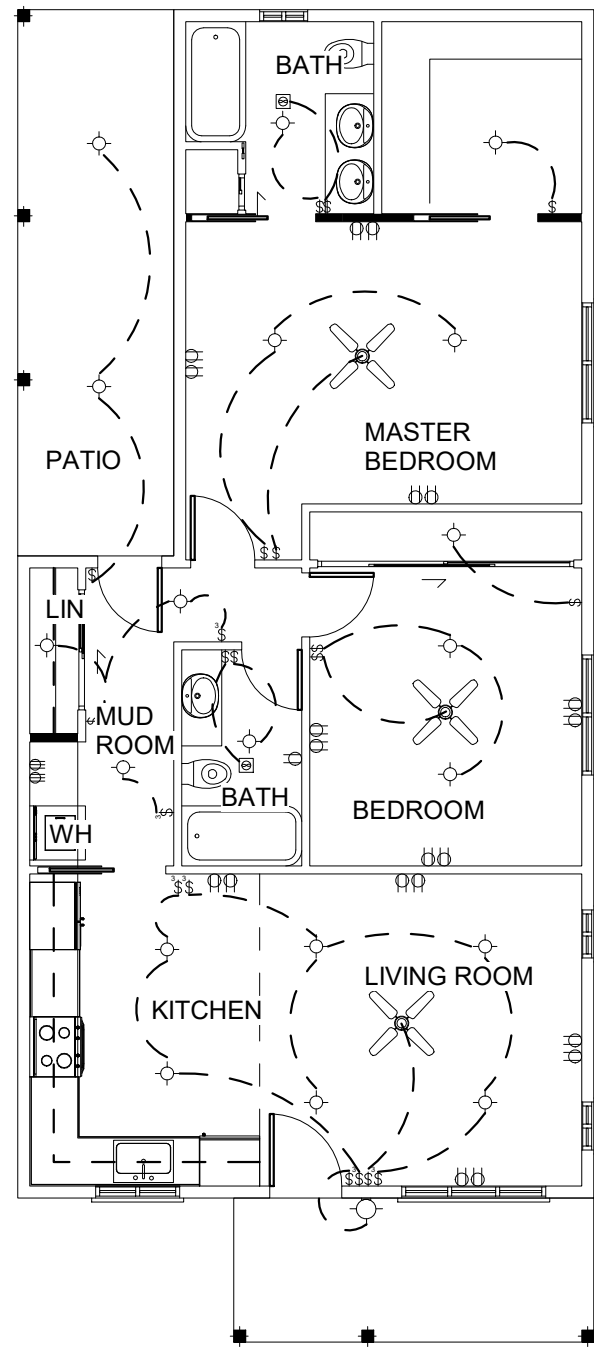
3. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH OWNER.

5. FIXTURES TO BE SLECTED BY OWNER.

RCP LEGEND

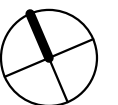
SYMBOL DESCRIPTION

	CEILING MOUNTED LIGHT FIXTURE
	110 VOLT OUTLET
	220 VOLT RECEPTACLE
	GROUND FAULT PROTECTED OUTLET
	SWITCH
	WALL MOUNTED LIGHT FIXTURE
	CEILING EXHAUST FAN
	THREE WAY SWITCH
	FLUORESCENT LIGHT
	EXTERNAL WALL LIGHT
	CEILING FAN



1 RCP
1/8" = 1'-0"

2 ROOF PLAN
1/8" = 1'-0"



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Drawn by: RobertsRivera
Consultants: N.A

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1117 Cedar St, Augusta, GA 30901

RCP

SCAL As indicated
E:
DRAWN: Author

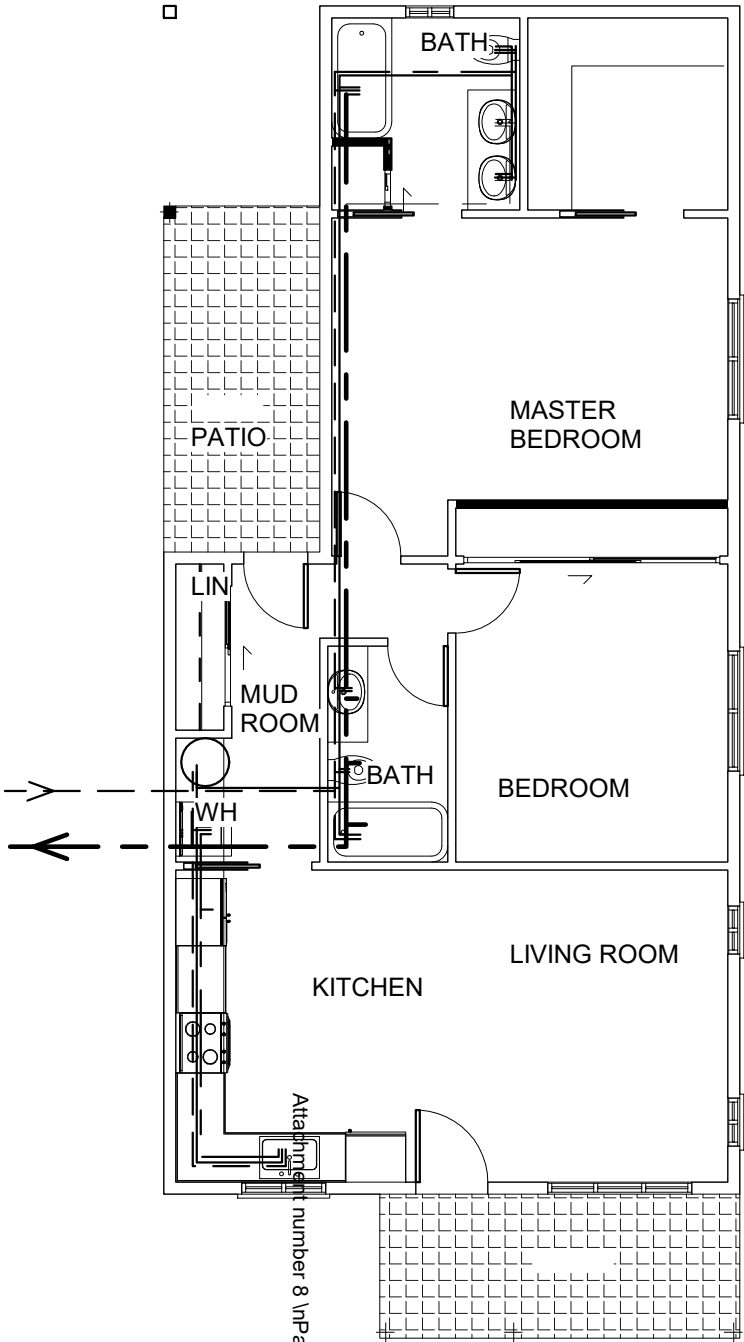
DRAWING No.

A204

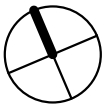
PLUMBING NOTES

- 1. PLATE STRAPS SHALL BE USED TO REPAIR STUDS, PLATES, AND TRIMMERS WHERE CUT OR DRILLED MORE THAN ONE-HALF THE DEPTH.
- 2. ALL PIPING THROUGH WALLS SHALL BE FILLED WITH MASTIC AND COVERED WITH ESCUTCHEON PLATES.
- 3. PLUMBING VENTS SHALL NOT BE LOCATED CLOSER THAN 10 FEET FROM ANY PROPERTY LINE.
- 4. ALL METALLIC PIPING UNDER SLAB SHALL BE SLEEVED.
- 5. ALL WATER CLOSETS SHALL BE 1.28 GALLONS PER FLUSH MINIMUM.
- 6. ALL SINKS AND LAVATORIES SHALL BE 1.5 GALLONS PER MINUTE.
- 7. ALL SHOWER HEADS SHALL BE 2.0 GALLONS PER MINUTE.
- 8. ALL HOSE BIBS SHALL HAVE NON-REMOVABLE TYPE LISTED BACK FLOW PREVENTION DEVICES WITHOUT ATTACHED HOSE.

LEGEND	
SYMBOL	DESCRIPTION
---	2" COLD WATER LINE
—	2" HOT WATER LINE
---	3" WASTE LINE
○	WATER HEATER



1 UTILITY PLAN
1/8" = 1'-0"



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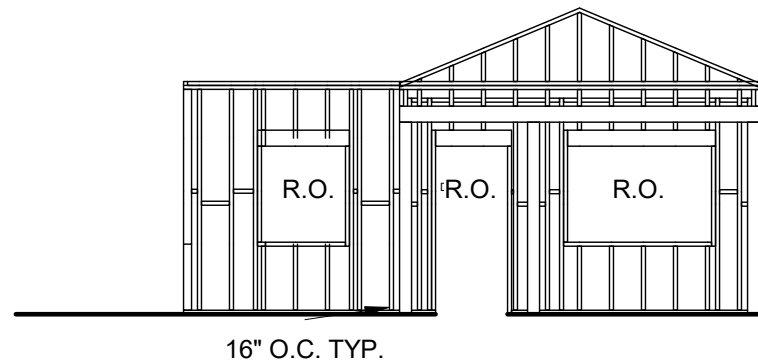
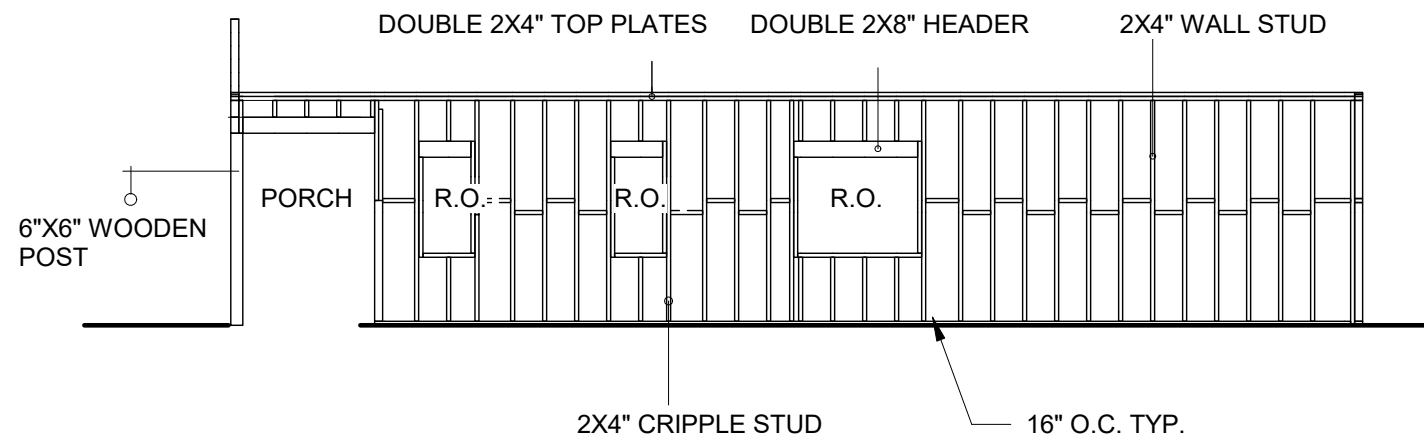
1117 Cedar St, Augusta, GA 30901

Utilities Plan

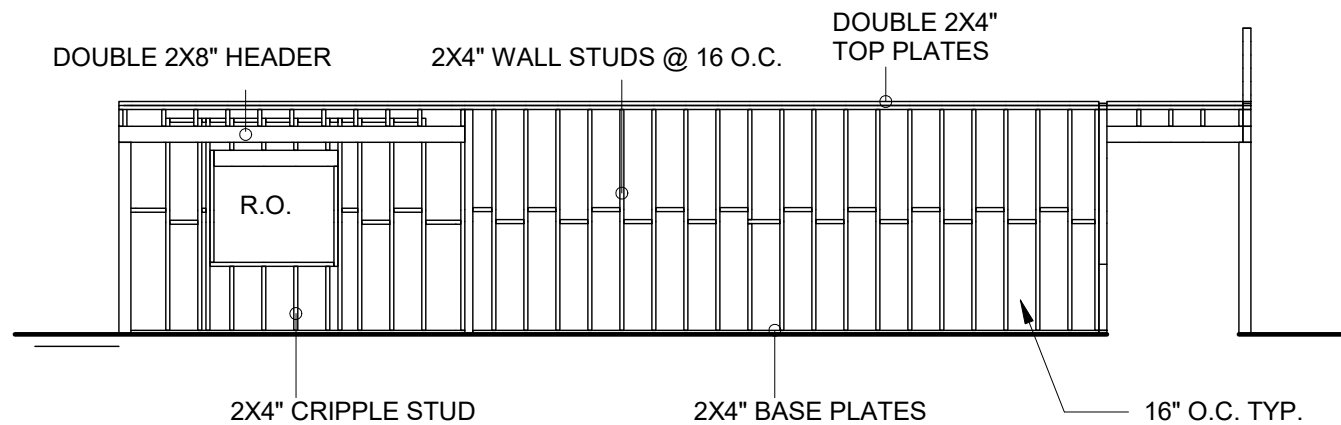
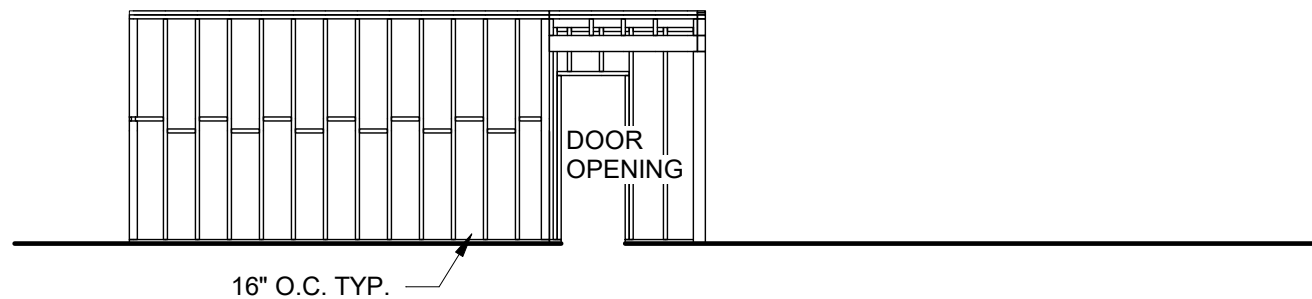
SCAL As indicated
E:
DRAWN: Author

DRAWING No.

A301

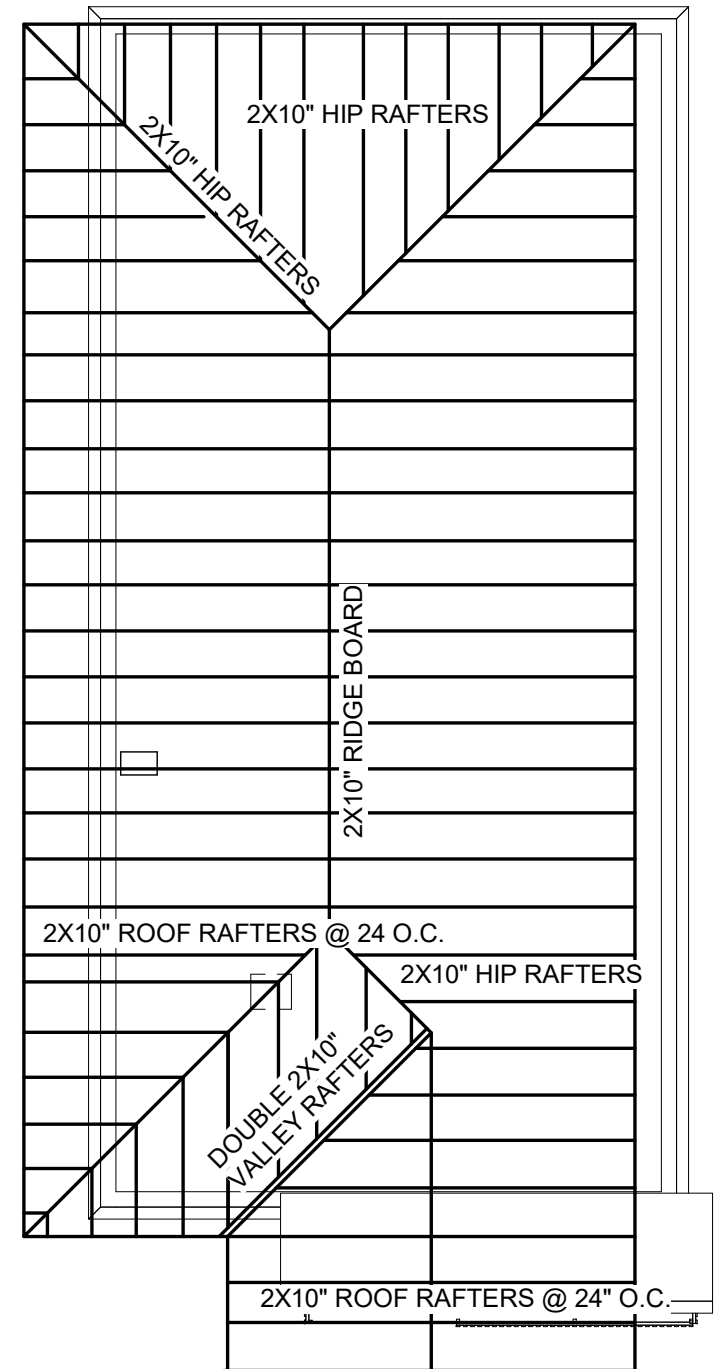


WALL COMPONENTS:
2X4" WALL STUD @16" O.C.
2X4" BASE PLATE BELOW THE WALL STUD
2X4" NOGGINGS
DOUBLE 2X4" TOP PLATE ON THE WALL STUD
DOUBLE 2X8" HEADER ON OPENINGS
SHEATHING ON WALL STUD
VINYL SIDING ON EXTERIOR WALL



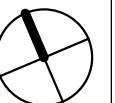
1 FRAMING DRAWINGS
1/8" = 1'-0"

ROOF COMPONENTS:
2X10" RAFTERS @ 24" O.C.
2X10" HIP AND JACK RAFTERS
2X10" RIDGE BOARD
DOUBLE 2X10" VALLEY RAFTERS



Attachment number 8 in Page 9 of 10

2 ROOF FRAMING PLAN
1/8" = 1'-0"



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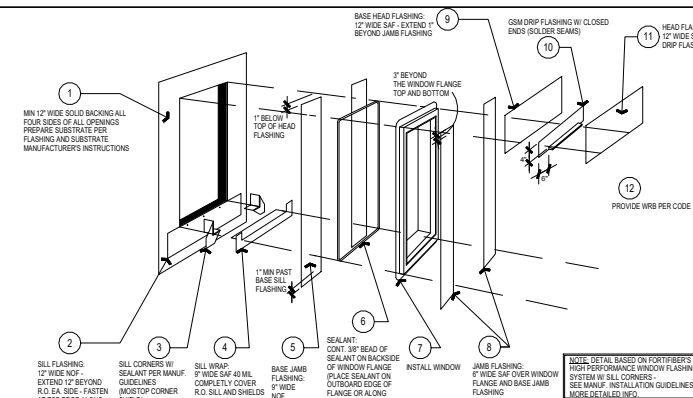
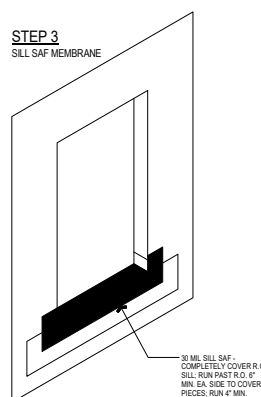
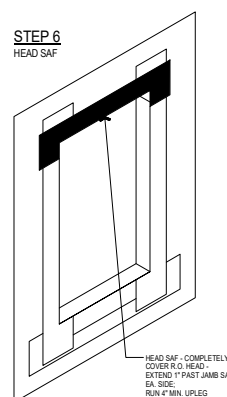
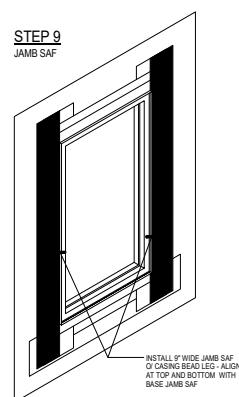
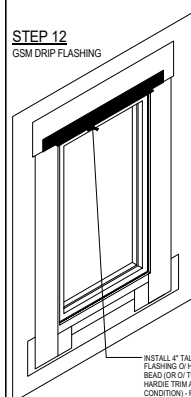
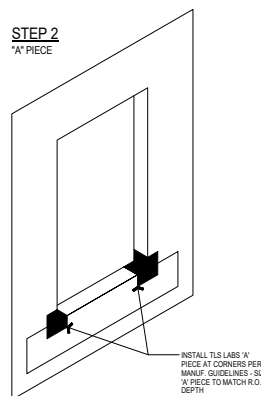
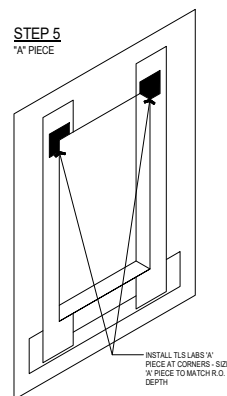
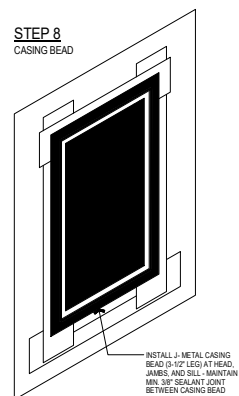
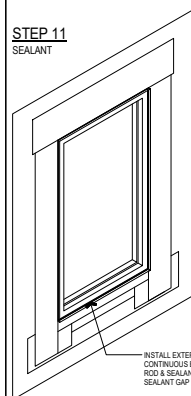
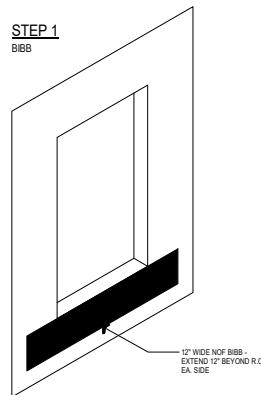
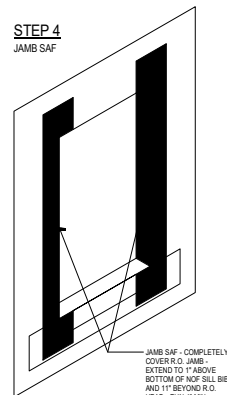
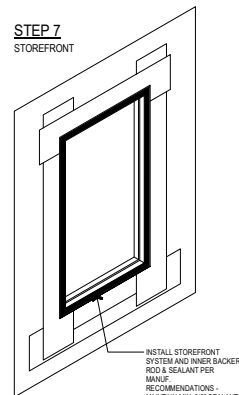
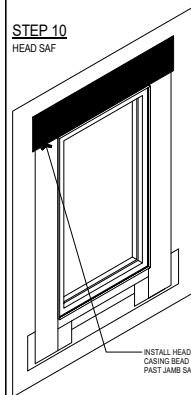
1117 Cedar St, Augusta, GA 30901

Framing Drawings

SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A302



WINDOW FLASHING

DOOR AND WINDOW NOTES

1. ALL DOORS ARE LOCATED 6 INCHES FROM THE NEAREST WALL EDGE TO HINGE, UNLESS OTHERWISE NOTED.

2. EVERY BEDROOM SHALL BE PROVIDED WITH AN EGRESS WINDOW WITH FINISH SILL HEIGHT NOT GREATER THAN 44 INCHES ABOVE THE FINISH FLOOR HEIGHT AND SHALL HAVE A MINIMUM OPENABLE AREA OF 5.7 SQ. FT. EGRESS WINDOWS SHALL NOT HAVE AN OPENABLE AREA LESS THAN 20" WIDE OR 24" HIGH.

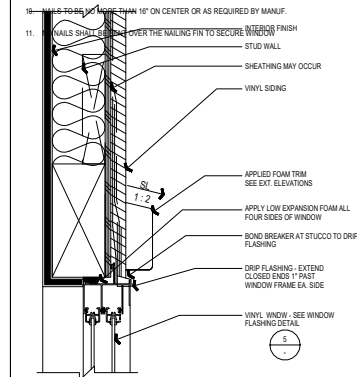
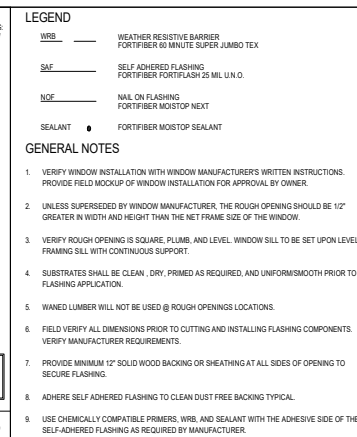
3. ENTRY DOOR TO BE CONFIRMED BY OWNER PRIOR TO ORDERING.

4. ALL GLAZING WITHIN 18 INCHES FROM F.F.L. AND/OR WITHIN 24 INCHES OF ANY OPENING (DOOR, WINDOW) TO BE PROVIDED WITH SAFETY GLAZING.

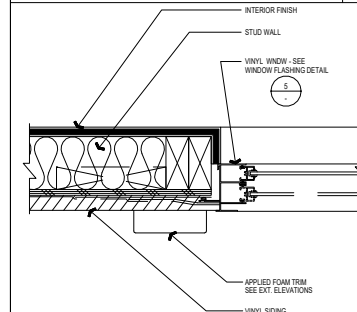
5. ALL TUB AND SHOWER ENCLOSURES TO BE GLAZED WITH SAFETY GLASS.

6. ALL EXTERIOR WINDOWS TO BE DOUBLE GLAZED AND ALL EXTERIOR DOORS ARE TO BE SOLID CORE WOOD WITH WEATHER STRIPPING. PROVIDE 1/2" DEADBOLT LOCKS ON ALL EXTERIOR DOORS, AND LOCKING DEVICES ON ALL DOORS AND WINDOWS WITHIN 10 FEET (VERTICAL) FROM GRADE. PROVIDE PEEPHOLE 54 INCHES ABOVE F.FL. ON EXTERIOR ENTRY DOOR.

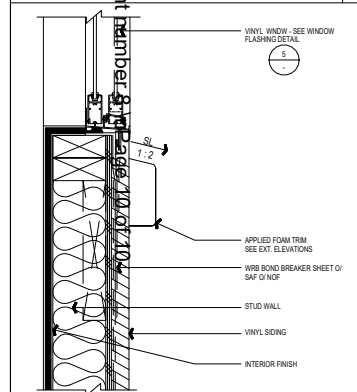
7. GC TO VERIFY ALL WINDOW SIZES FOR INGRESS/EGRESS REQUIREMENTS FROM THE JURISDICTION OF THE PROJECT SITE.



WINDOW HEAD (VINYL)



WINDOW JAMB (VINYL)



WINDOW SILL (VINYL)

Window Schedule				
Mark	Height	Width	Head Height	Sill Height
1	4' - 0"	2' - 0"	7' - 0"	3' - 0"
7	4' - 0"	2' - 0"	7' - 0"	3' - 0"
9	4' - 0"	4' - 8"	7' - 0"	3' - 0"
10	4' - 0"	4' - 8"	7' - 0"	3' - 0"
11	4' - 0"	3' - 6"	7' - 0"	3' - 0"
12	4' - 0"	2' - 6"	7' - 0"	3' - 0"
13	4' - 0"	2' - 0"	7' - 0"	3' - 0"
14	4' - 0"	2' - 6"	7' - 0"	3' - 0"
15	4' - 0"	2' - 6"	7' - 0"	3' - 0"

Door Schedule

Mark	Height	Width
1	7' - 0"	2' - 8"
3	7' - 0"	2' - 6"
2	7' - 0"	2' - 6"
5	7' - 0"	2' - 6"
10	7' - 0"	10' - 8"
11	6' - 10 11/16"	2' - 8"
14	7' - 0"	5' - 0"
4	7' - 0"	2' - 6"
17	6' - 10 11/16"	3' - 0"
21	6' - 8"	1' - 6"
6	7' - 0"	2' - 6"

Item # 5

$$\mathfrak{A} + \mathbb{R}$$

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Consultants: N.A

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Fort Gordon, GA 30905

[illegible]

1117 Cedar St, Augusta, GA 30901

Details - Window Assembly

SCAL	1/4" = 1'-0"
E:	
DRAWN:	B. Rivera

DRAWING No.

A401

2 BEDROOM

CEDAR STREET ADDRESS:	1109	1111	1113	1115	1117
AUGUSTA, GEORGIA 30901					
Clearing lot/rough grading/excavation /permits	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Public water taps or private well	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Public sewer taps or septic tank	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Concrete footings	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Foundation walls and piers	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
Floor framing, subflooring, slab	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Framing: Outside studs, inside studs, sheathing	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00
Roof framing: tuss, joists, sheathing, felt	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00
Plumbing rough-in/tub set	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Electrical rough-in	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Heat/cool rough-in --duct & airhandler	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
Window units set/outside doors	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Permanent roof shingles	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Insulation: Walls, ceilings, floors	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00
Exterior paint primed	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Siding and /or brick veneer	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00
Sheetrock- interior Windows, doors, closets	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Trim - Interior Windows, doors, closets	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
Trim - Exterior	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00	\$ 1,550.00
Plumbing complete: Sinks, toilets, fauc, water htr	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Millwork: Kitchen/Bath cabinest, stairs	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Counter tops - kit & Bath	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Interior paint primed	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00
Bathroom tile: floors & walls	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Concrete: Basement, porch walks, drive	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Exterior paint complete	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Interior paint complete	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00	\$ 3,200.00
Hardware: Doors, windows, cabinets	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00
Wiring complete: fixtures & trim	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Build-in appliances	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Deck, porch, rails	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Floor finish: Carpet, wood, etc	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
A/C unit installed	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Outside finish: gutters, screens, garage door	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Finish grade & landscaping	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Water & sewer hookup	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	2-10 currently	700	700	700	700
Total:	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00

\$131,655 each home

PROJECT INFORMATION

ZONING:
LEGAL DESCRIPTION:
CONSTRUCTION TYPE: IIIA

PROJECT OCCUPANCY GROUP:
GROUP R (RESIDENTIAL SINGLE FAMILY
DETACHED) (IBC 310.1)

PROJECT ADDRESS:
1117 Cedar St, Augusta, GA 30901
Vetted Investments & Acquisitions, LLC
PO BOX 8076
Fort Gordon, GA 30905

TYPE OF CONSTRUCTION:
TYPE V WOOD FRAMING, NON-SPRINKLERED

HEIGHT:
1 STORY 15'-8"
AREA: 1,280 SQUARE FEET / 1 STORY / 15'-8" (IBC
406.1.2)

BUILDING CODE:
IBC 2021 INTERNATIONAL BUILDING CODE

IRC 2021 INTERNATIONAL RESIDENTIAL CODE

VICINITY MAP
FOR REFERENCE ONLY

SQUARE FOOTAGE

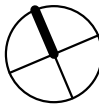
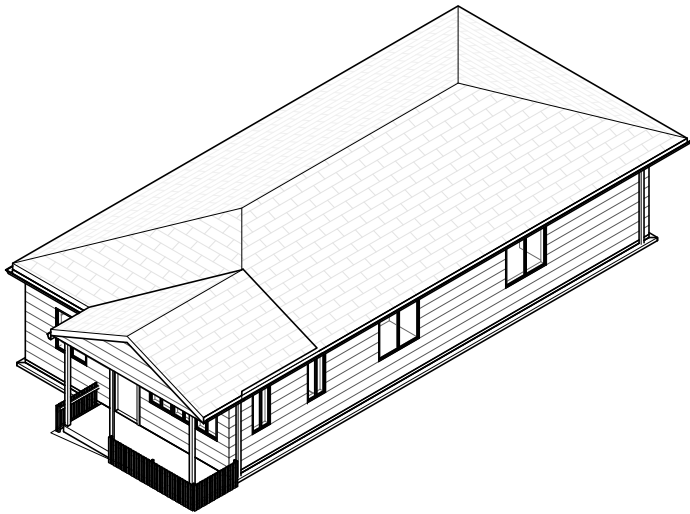
FIRST FLOOR
TOTAL A/C
COV. PORCH
GARAGE
TOTAL SQ. FT.

LOT USAGE

FOOTPRINT
LOT SIZE
NON ROOF AREA
% OF LOT

SHEET INDEX

A101	Foundation and Ground Floor Plan
A201	Elevations
A401	Details - Window Assembly
A203	Sections
A102	Enlarged Plans
A001	General Notes and Index
A301	Utilities Plan
A302	Framing Drawings
A204	RCP
A202	Elevations



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Atelier Honnete
Drawn by: RobertsRivera
Consultants: N.A

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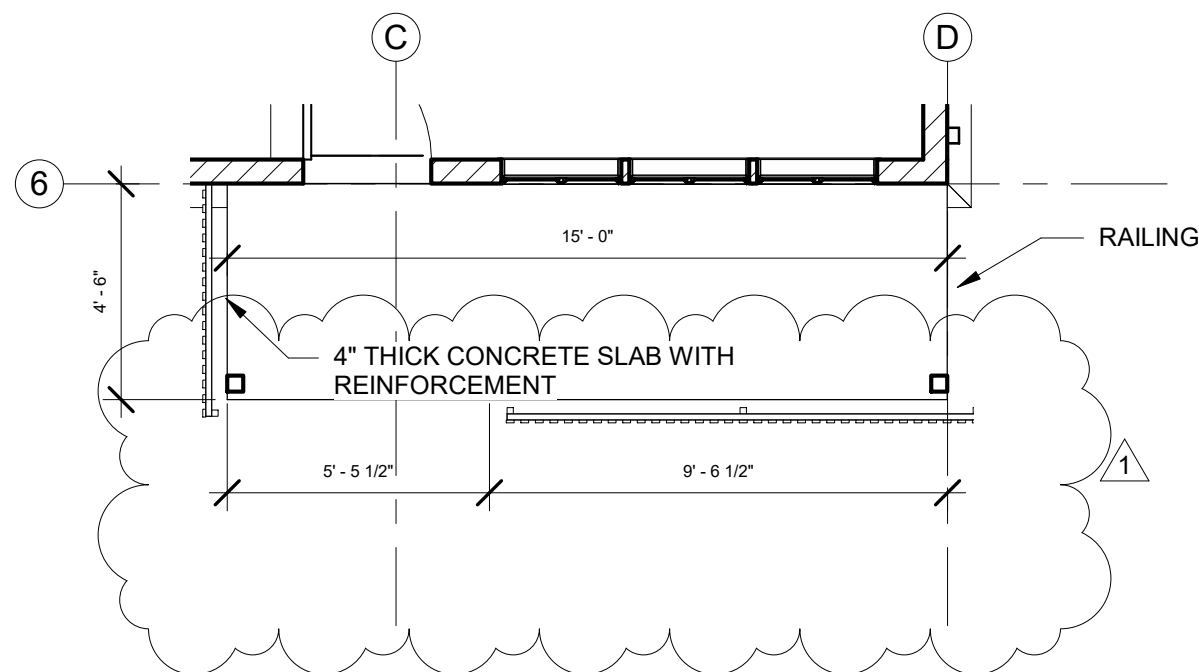
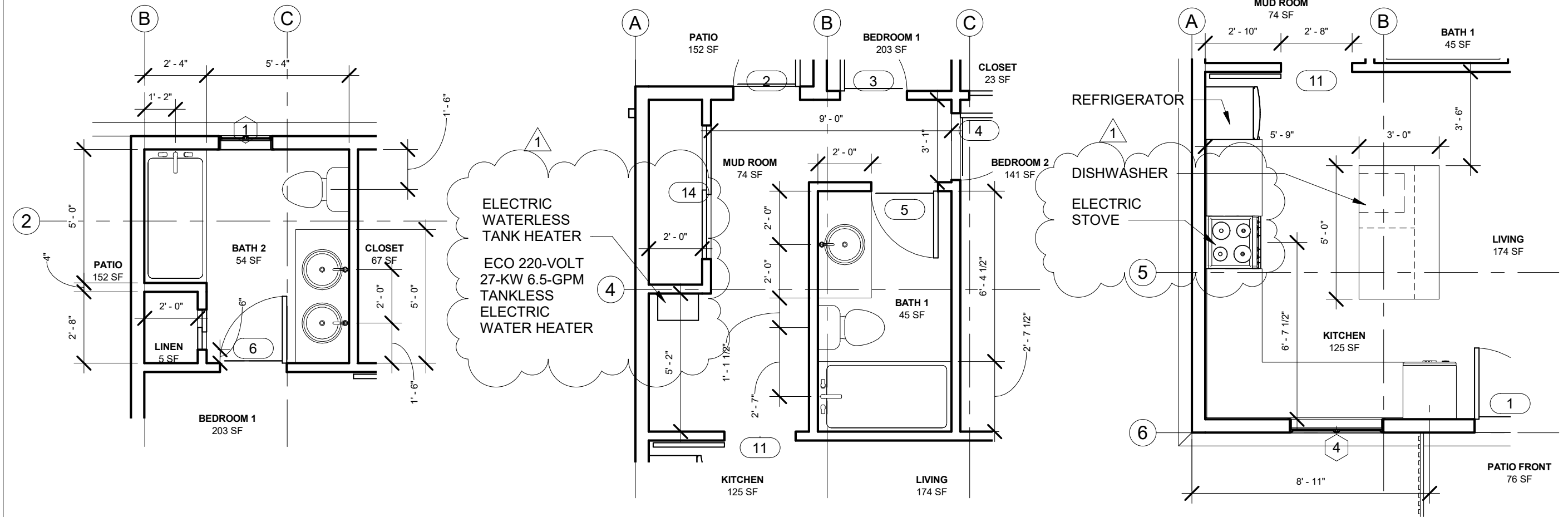
1117 Cedar St, Augusta, GA 30901

General Notes and Index

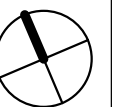
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E:
DRAWN: Author

DRAWING No.

A001



Attachment number 10 in Page 3 of 10



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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

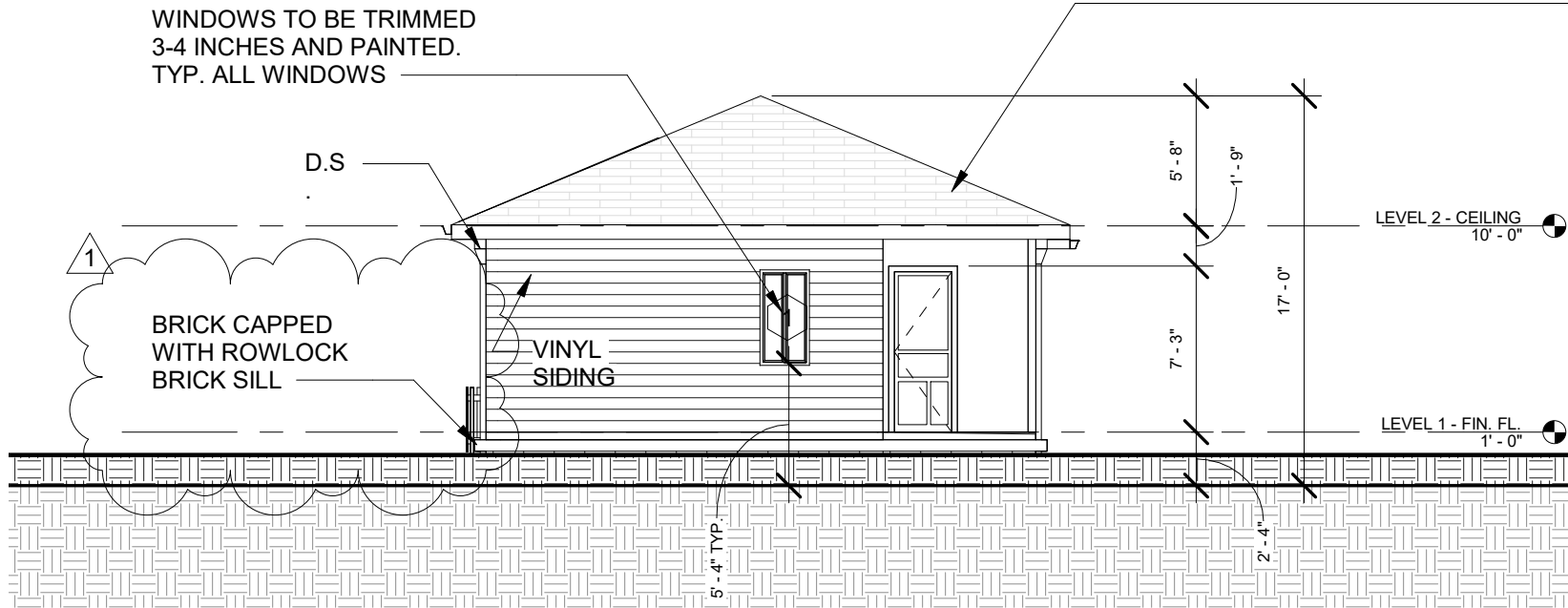
1117 Cedar St, Augusta, GA 30901

Enlarged Plans

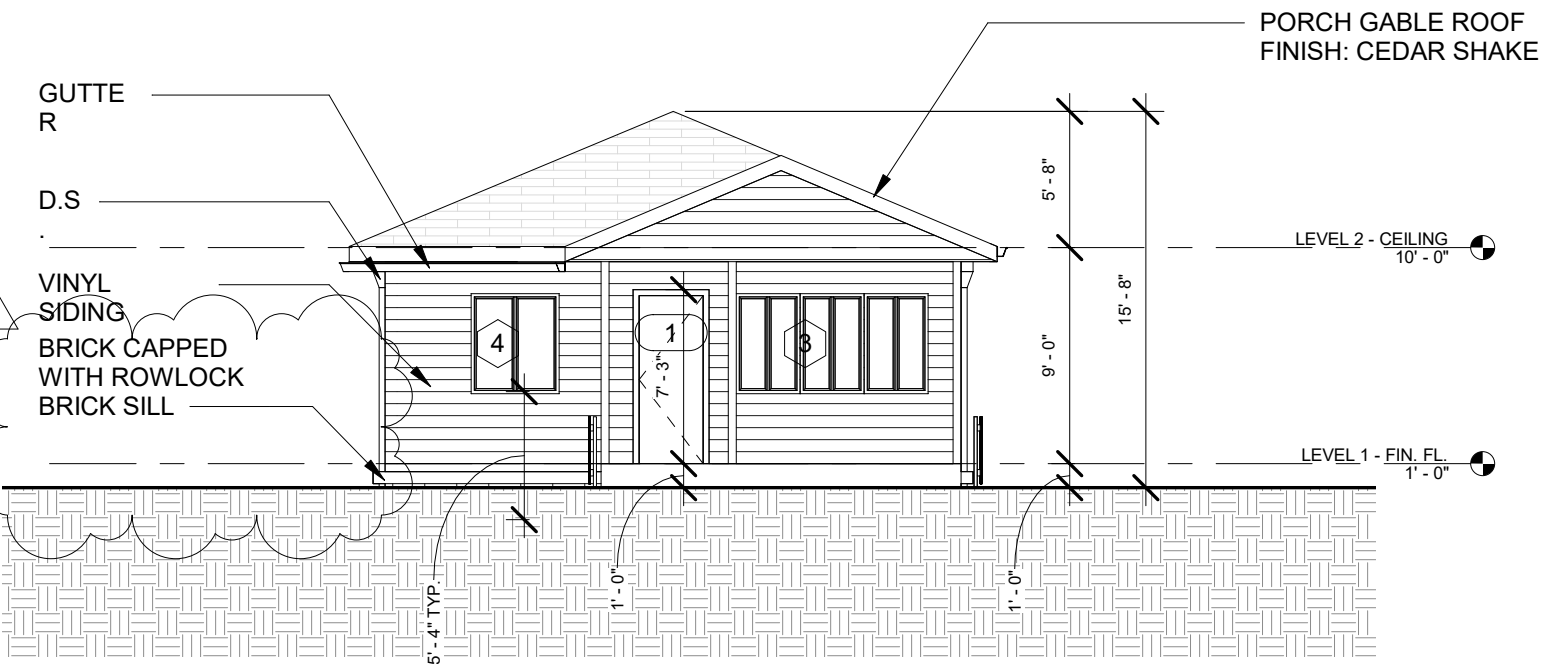
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E:
DRAWN: Author

DRAWING No.

A102



1 NORTH ELEVATION
1/8" = 1'-0"



2 SOUTH ELEVATION
1/8" = 1'-0"

Attachment number 10 in Page 4 of 10

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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

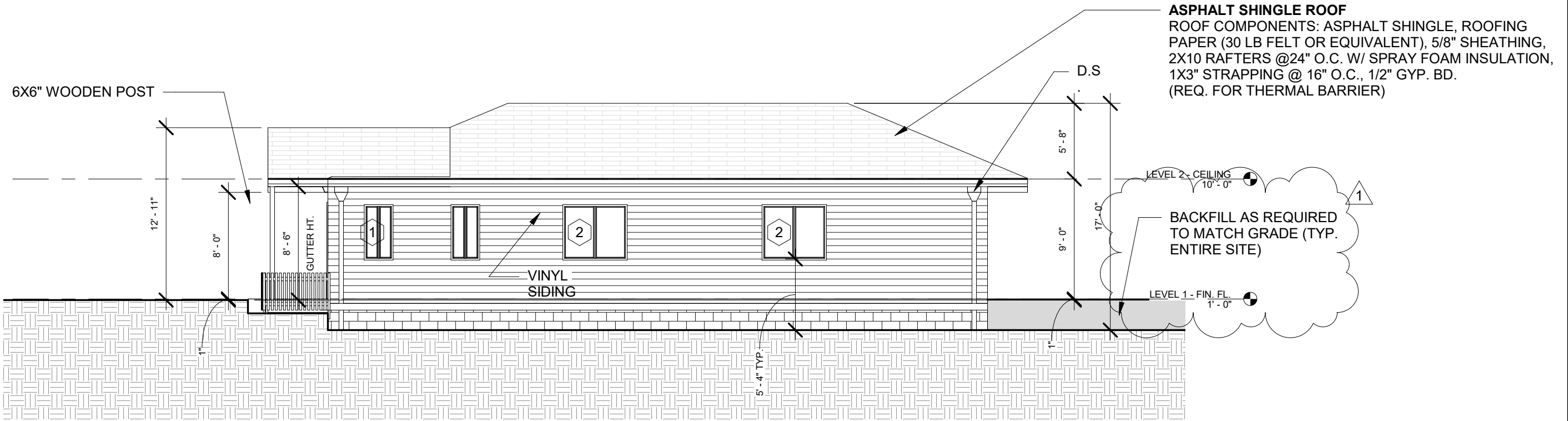
1117 Cedar St, Augusta, GA 30901

Elevations

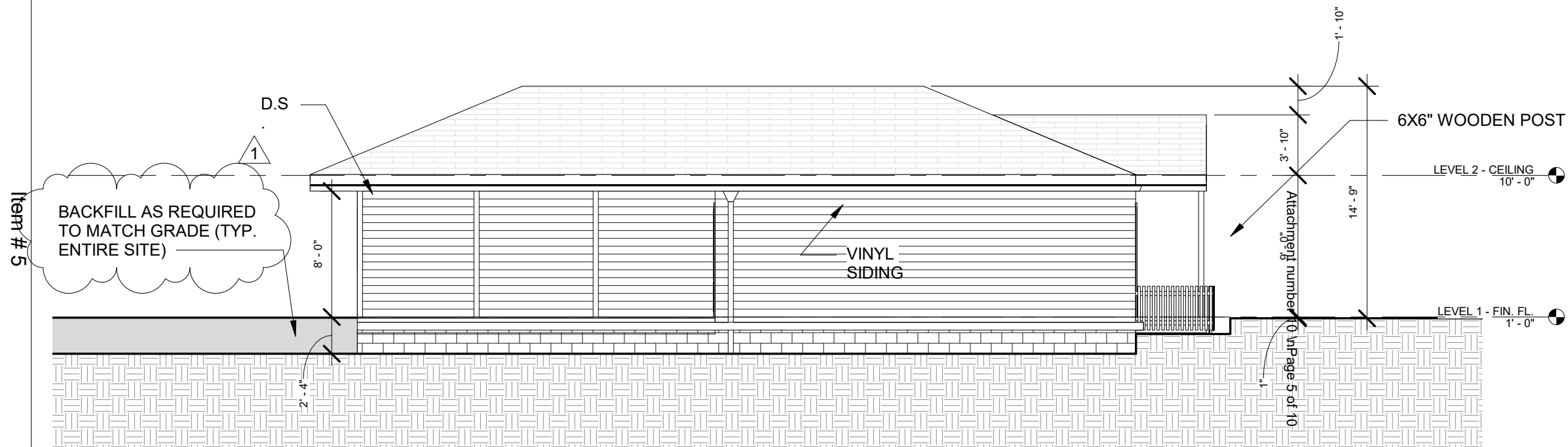
SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A201



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

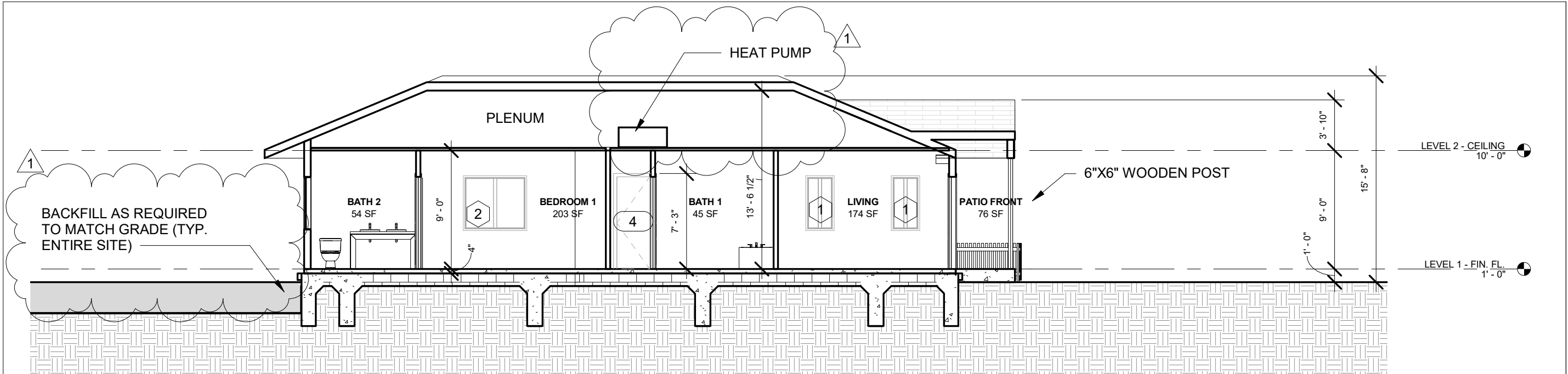
1117 Cedar St, Augusta, GA 30901

Elevations

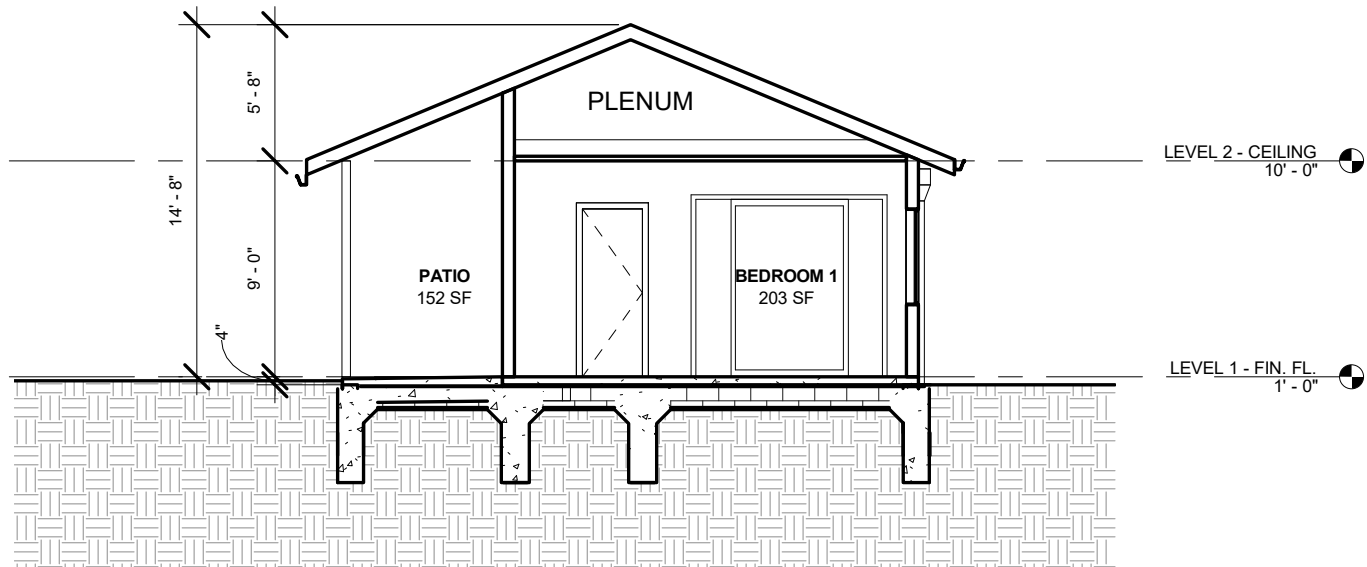
SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A202



1 SECTION 1
1/8" = 1'-0"



2 SECTION 2
1/8" = 1'-0"

Attachment number 10 in Page 6 of 10

Item # 5

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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

1117 Cedar St, Augusta, GA 30901

Sections

SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A203

ELECTRICAL, DATA, & AUDIO
NOTES

1. OWNER TO CONDUCT A WALK-THROUGH WITH AUDIO/VISUAL, DATA/ OR IT CONTRACTORS TO VERIFY THE EXACT LOCATIONS FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC. ELECTRICAL PLANS SHOWN ARE FOR CODE MINIMUM REFERENCE ONLY.

ELECTRICAL NOTES

1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS, AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.

2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM AND ONE IN EACH CORRIDOR ACCESSING BEDROOMS/SUITES. CONNECT SMOKE DETECTORS TO HOUSE POWER AND INTER-CONNECT SMOKE DETECTORS SO THAT, WHEN ANY ONE IS TRIPPED, THEY WILL ALL SOUND. PROVIDE BATTERY BACKUP FOR ALL UNITS.












3. CIRCUITS SHALL BE VERIFIED WITH OWNER PRIOR TO WIRE INSTALLATION.

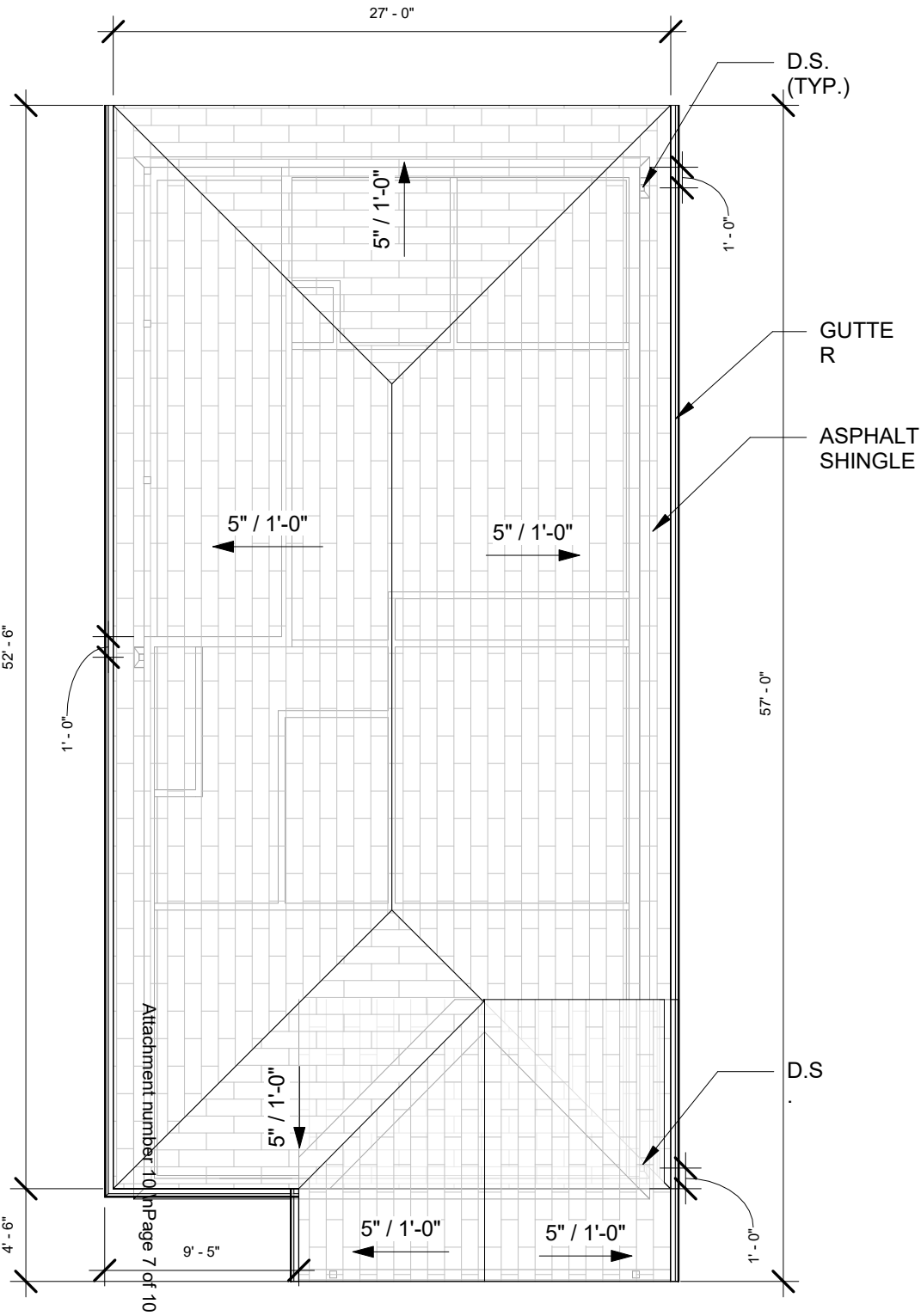
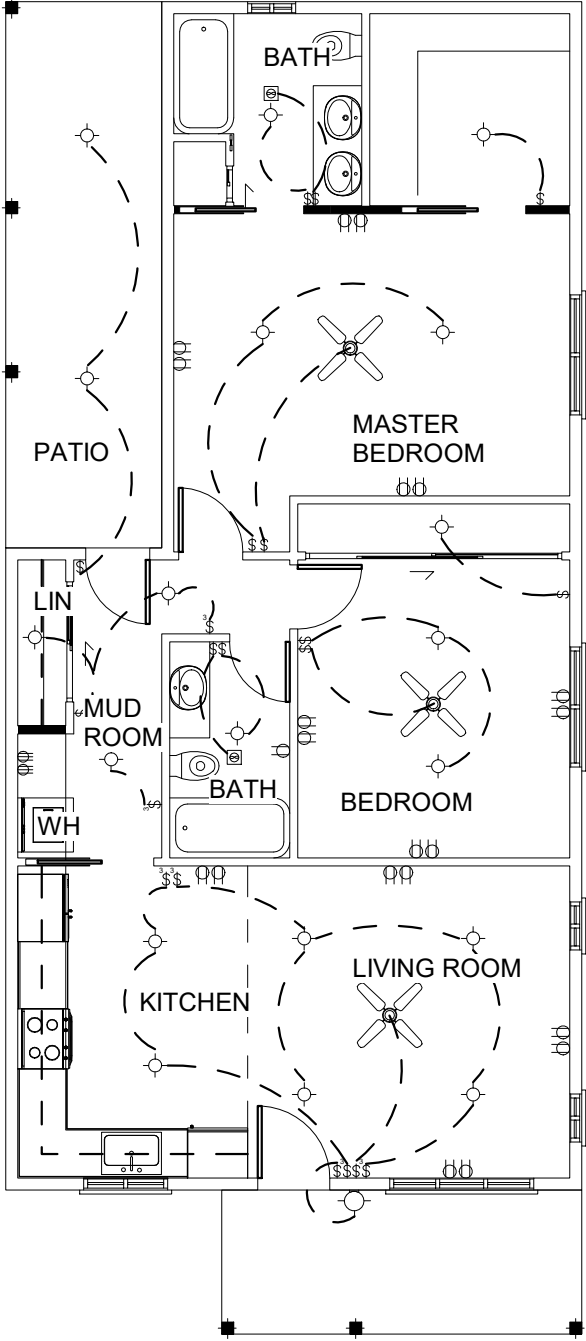
3. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH OWNER.

5. FIXTURES TO BE SLECTED BY OWNER.

RCP LEGEND

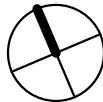
SYMBOL DESCRIPTION

	CEILING MOUNTED LIGHT FIXTURE
	110 VOLT OUTLET
	220 VOLT RECEPTACLE
	GROUND FAULT PROTECTED OUTLET
	SWITCH
	WALL MOUNTED LIGHT FIXTURE
	CEILING EXHAUST FAN
	THREE WAY SWITCH
	FLUORESCENT LIGHT
	EXTERNAL WALL LIGHT
	CEILING FAN



1 RCP
1/8" = 1'-0"

2 ROOF PLAN
1/8" = 1'-0"



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Atelier Honnete
Drawn by: RobertsRivera
Consultants: N.A

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1117 Cedar St, Augusta, GA 30901

RCP

SCAL As indicated
E:
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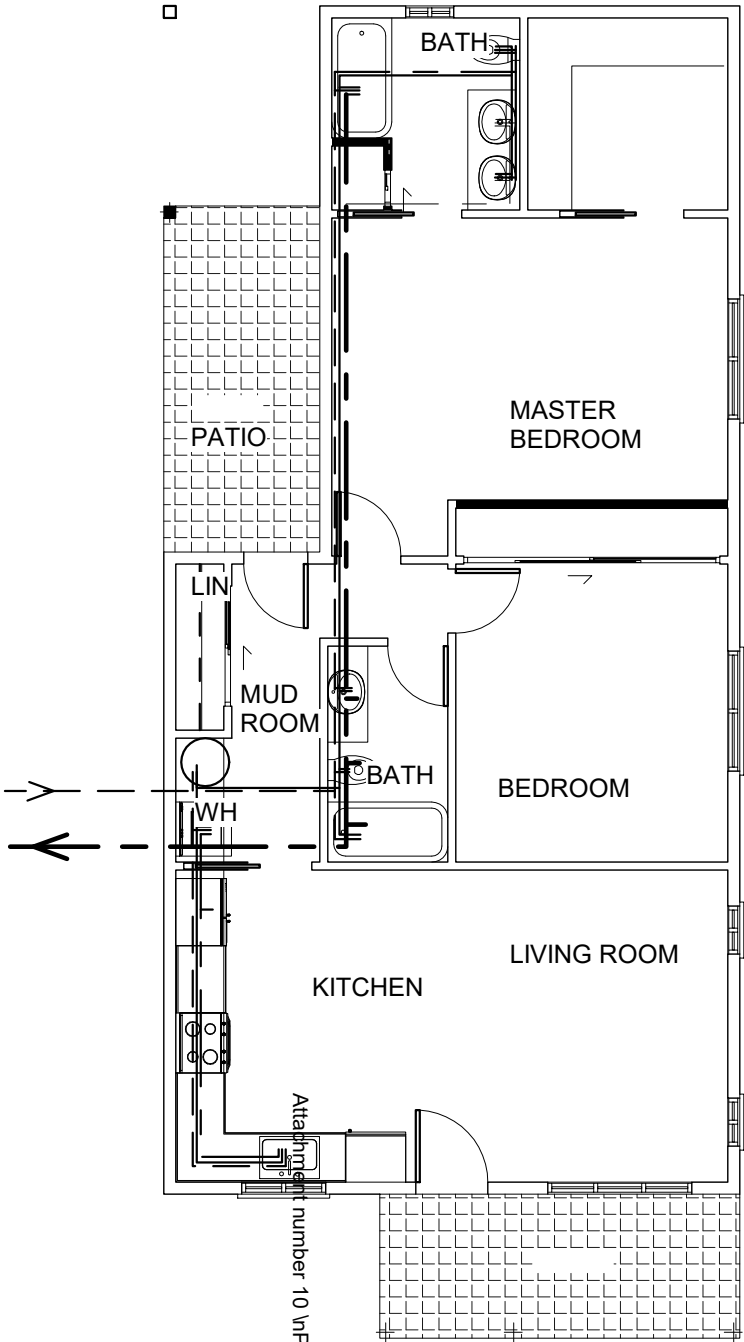
DRAWING No.

A204

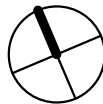
PLUMBING NOTES

- 1. PLATE STRAPS SHALL BE USED TO REPAIR STUDS, PLATES, AND TRIMMERS WHERE CUT OR DRILLED MORE THAN ONE-HALF THE DEPTH.
- 2. ALL PIPING THROUGH WALLS SHALL BE FILLED WITH MASTIC AND COVERED WITH ESCUTCHEON PLATES.
- 3. PLUMBING VENTS SHALL NOT BE LOCATED CLOSER THAN 10 FEET FROM ANY PROPERTY LINE.
- 4. ALL METALLIC PIPING UNDER SLAB SHALL BE SLEEVED.
- 5. ALL WATER CLOSETS SHALL BE 1.28 GALLONS PER FLUSH MINIMUM.
- 6. ALL SINKS AND LAVATORIES SHALL BE 1.5 GALLONS PER MINUTE.
- 7. ALL SHOWER HEADS SHALL BE 2.0 GALLONS PER MINUTE.
- 8. ALL HOSE BIBS SHALL HAVE NON-REMOVABLE TYPE LISTED BACK FLOW PREVENTION DEVICES WITHOUT ATTACHED HOSE.

LEGEND	
SYMBOL	DESCRIPTION
---	2" COLD WATER LINE
---	2" HOT WATER LINE
---	3" WASTE LINE
○	WATER HEATER



1 UTILITY PLAN
1/8" = 1'-0"



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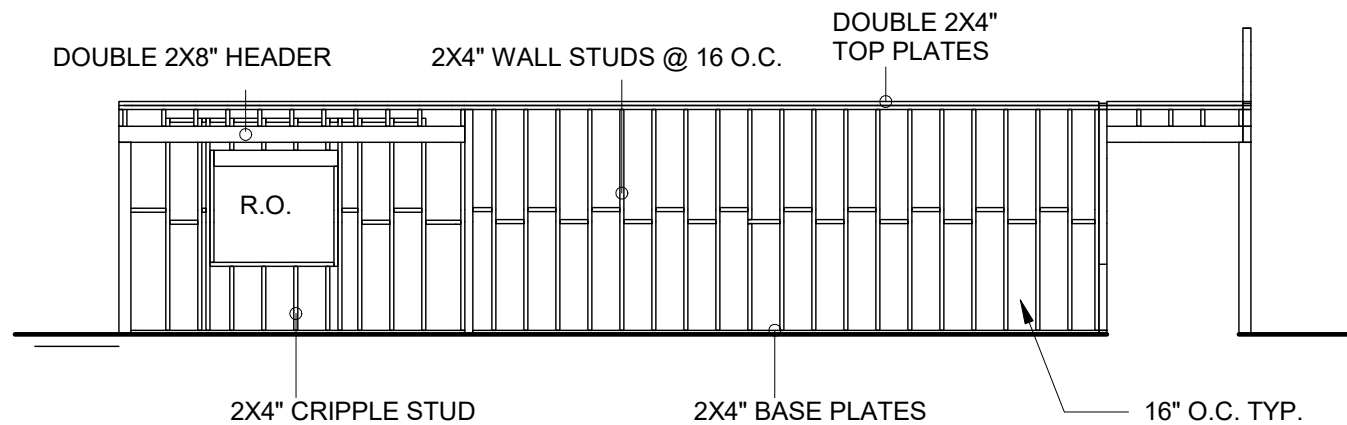
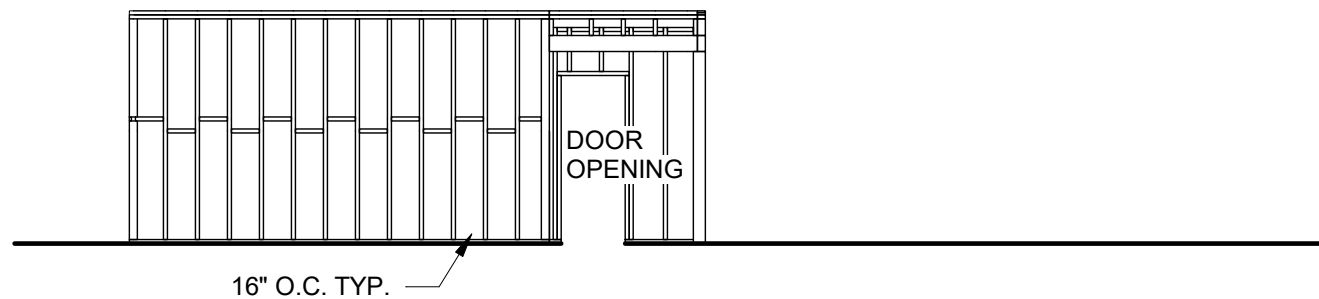
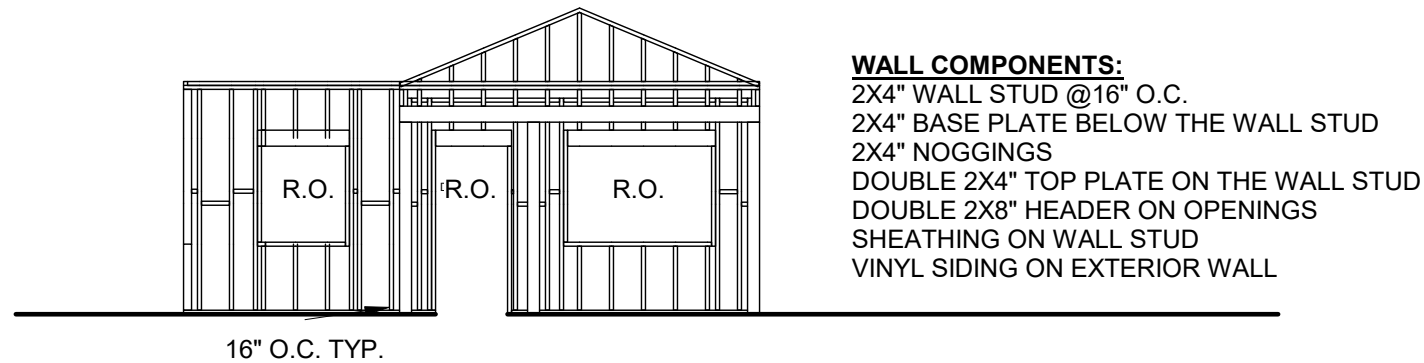
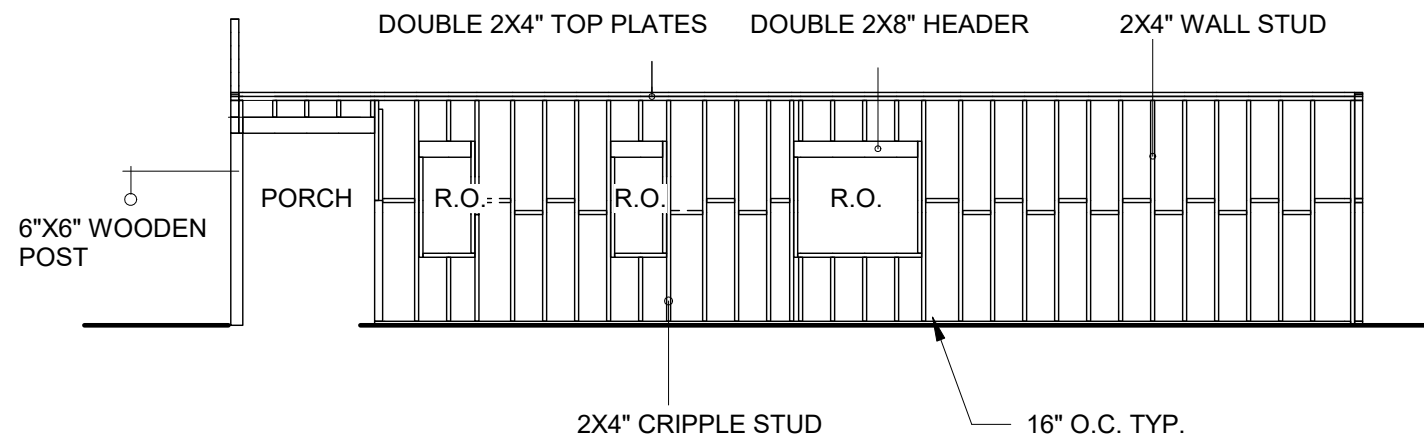
1117 Cedar St, Augusta, GA 30901

Utilities Plan

SCAL As indicated
E:
DRAWN: Author

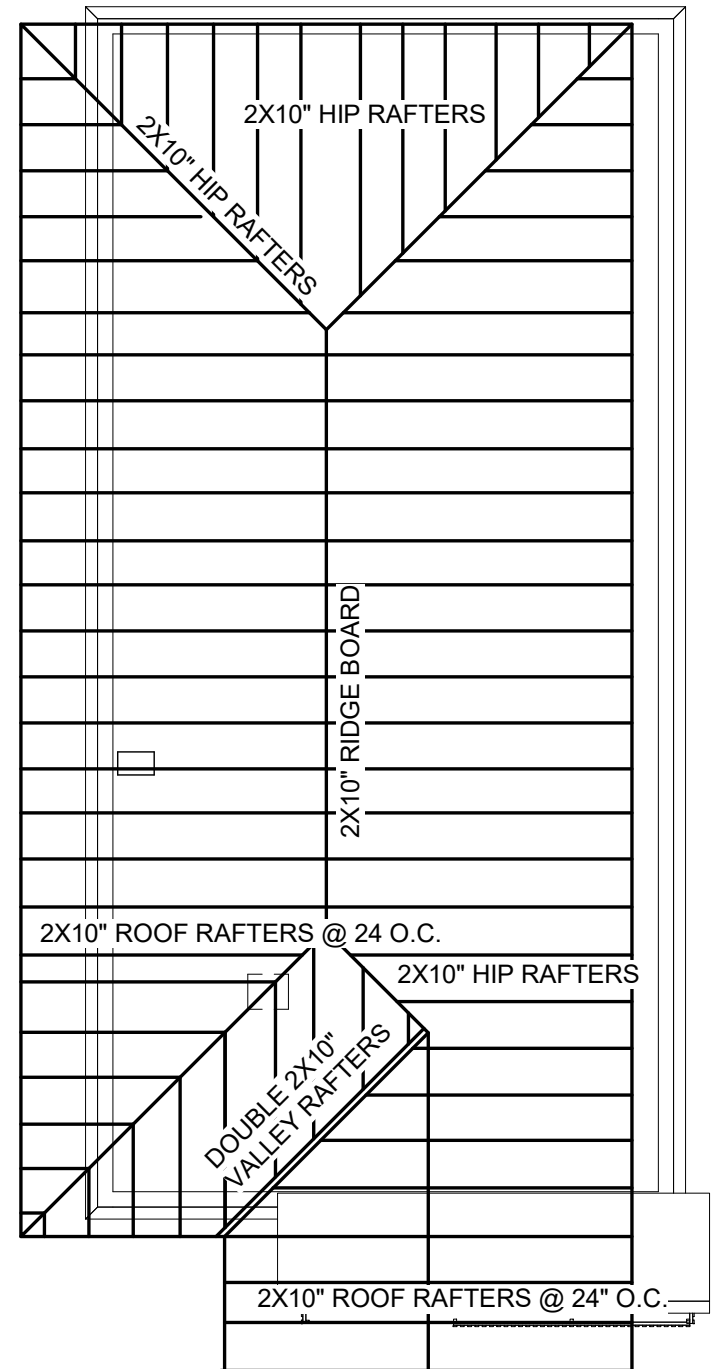
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A301



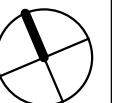
1 FRAMING DRAWINGS
1/8" = 1'-0"

ROOF COMPONENTS:
2X10" RAFTERS @ 24" O.C.
2X10" HIP AND JACK RAFTERS
2X10" RIDGE BOARD
DOUBLE 2X10 VALLEY RAFTERS



Attachment number 10 in Page 9 of 10

2 ROOF FRAMING PLAN
1/8" = 1'-0"



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Framing Drawings

SCAL 1/8" = 1'-0"
E:
DRAWN: Author

DRAWING No.

A302

2 BEDROOM

CEDAR STREET ADDRESS:	1109	1111	1113	1115	1117
AUGUSTA, GEORGIA 30901					
Clearing lot/rough grading/excavation /permits	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Public water taps or private well	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Public sewer taps or septic tank	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00
Concrete footings	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Foundation walls and piers	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00	\$ 2,280.00
Floor framing, subflooring, slab	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Framing: Outside studs, inside studs, sheathing	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00	\$ 10,650.00
Roof framing: tuss, joists, sheathing, felt	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00
Plumbing rough-in/tub set	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Electrical rough-in	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Heat/cool rough-in --duct & airhandler	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00	\$ 4,300.00
Window units set/outside doors	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ 1,900.00
Permanent roof shingles	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
Insulation: Walls, ceilings, floors	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00	\$ 1,925.00
Exterior paint primed	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Siding and /or brick veneer	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00	\$ 9,800.00
Sheetrock- interior Windows, doors, closets	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
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Wiring complete: fixtures & trim	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Build-in appliances	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00	\$ 3,700.00
Deck, porch, rails	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
Floor finish: Carpet, wood, etc	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
A/C unit installed	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Outside finish: gutters, screens, garage door	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00
Finish grade & landscaping	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00	\$ 2,800.00
Water & sewer hookup	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
	2-10 currently	700	700	700	700
Total:	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00	\$ 131,655.00

\$131,655 each home

PROJECT INFORMATION

ZONING:
LEGAL DESCRIPTION:
CONSTRUCTION TYPE: IIIA

PROJECT OCCUPANCY GROUP:
GROUP R (RESIDENTIAL SINGLE FAMILY
DETACHED) (IBC 310.1)

PROJECT ADDRESS:
1117 Cedar St, Augusta, GA 30901
Vetted Investments & Acquisitions, LLC
PO BOX 8076
Fort Gordon, GA 30905

TYPE OF CONSTRUCTION:
TYPE V WOOD FRAMING, NON-SPRINKLERED

HEIGHT:
1 STORY 15'-8"
AREA: 1,280 SQUARE FEET / 1 STORY / 15'-8" (IBC
406.1.2)

BUILDING CODE:
IBC 2021 INTERNATIONAL BUILDING CODE

IRC 2021 INTERNATIONAL RESIDENTIAL CODE

VICINITY MAP
FOR REFERENCE ONLY

SQUARE FOOTAGE

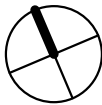
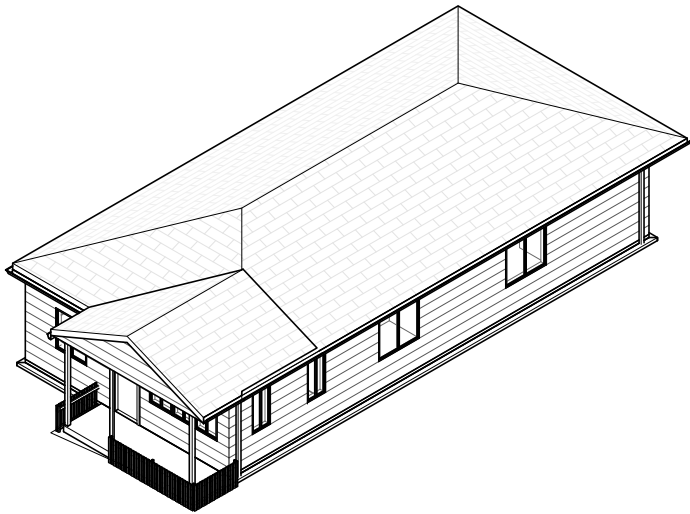
FIRST FLOOR
TOTAL A/C
COV. PORCH
GARAGE
TOTAL SQ. FT.

LOT USAGE

FOOTPRINT
LOT SIZE
NON ROOF AREA
% OF LOT

SHEET INDEX

A101	Foundation and Ground Floor Plan
A201	Elevations
A401	Details - Window Assembly
A203	Sections
A102	Enlarged Plans
A001	General Notes and Index
A301	Utilities Plan
A302	Framing Drawings
A204	RCP
A202	Elevations



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Consultants: N.A

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1117 Cedar St, Augusta, GA 30901

General Notes and Index

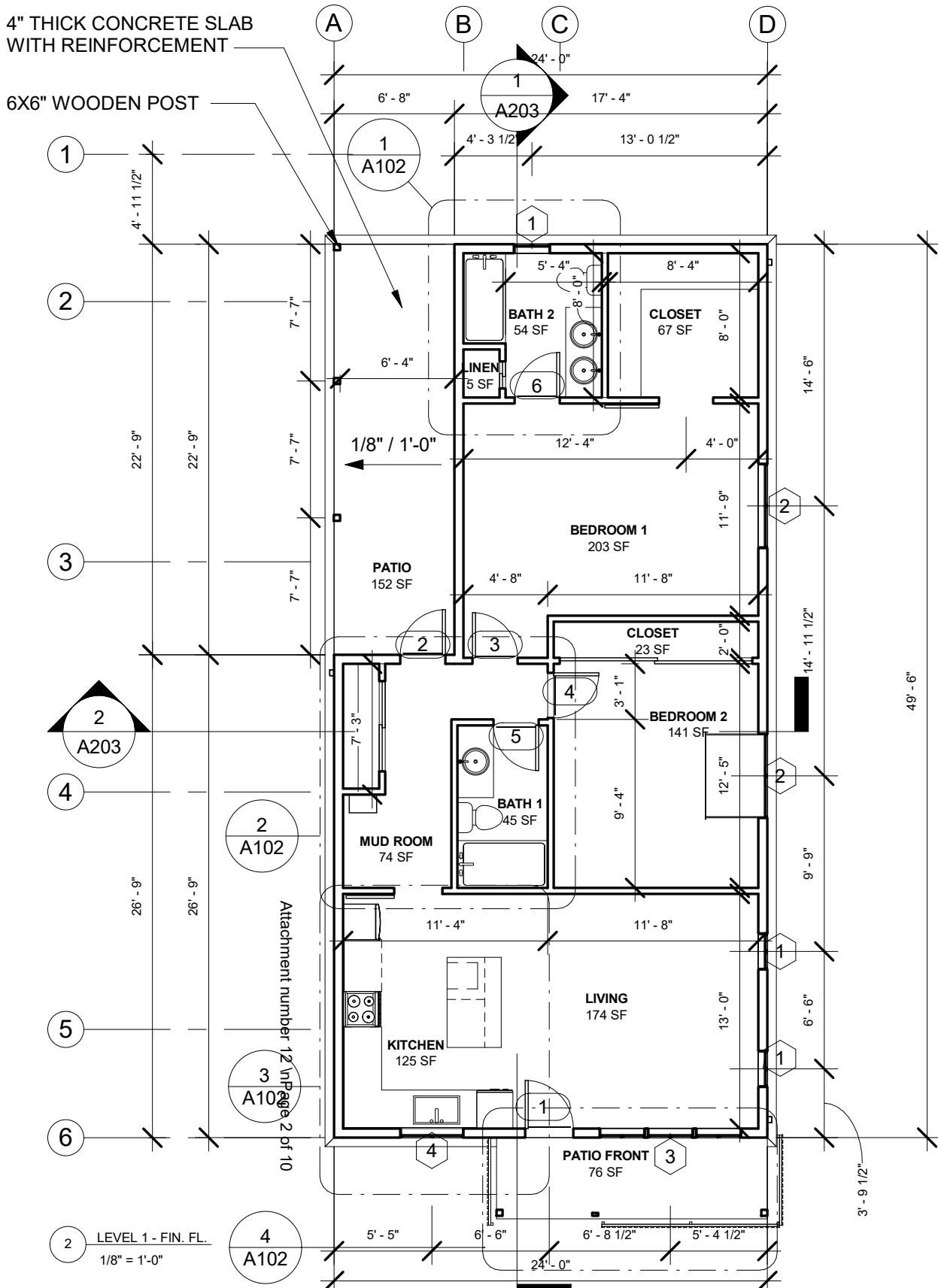
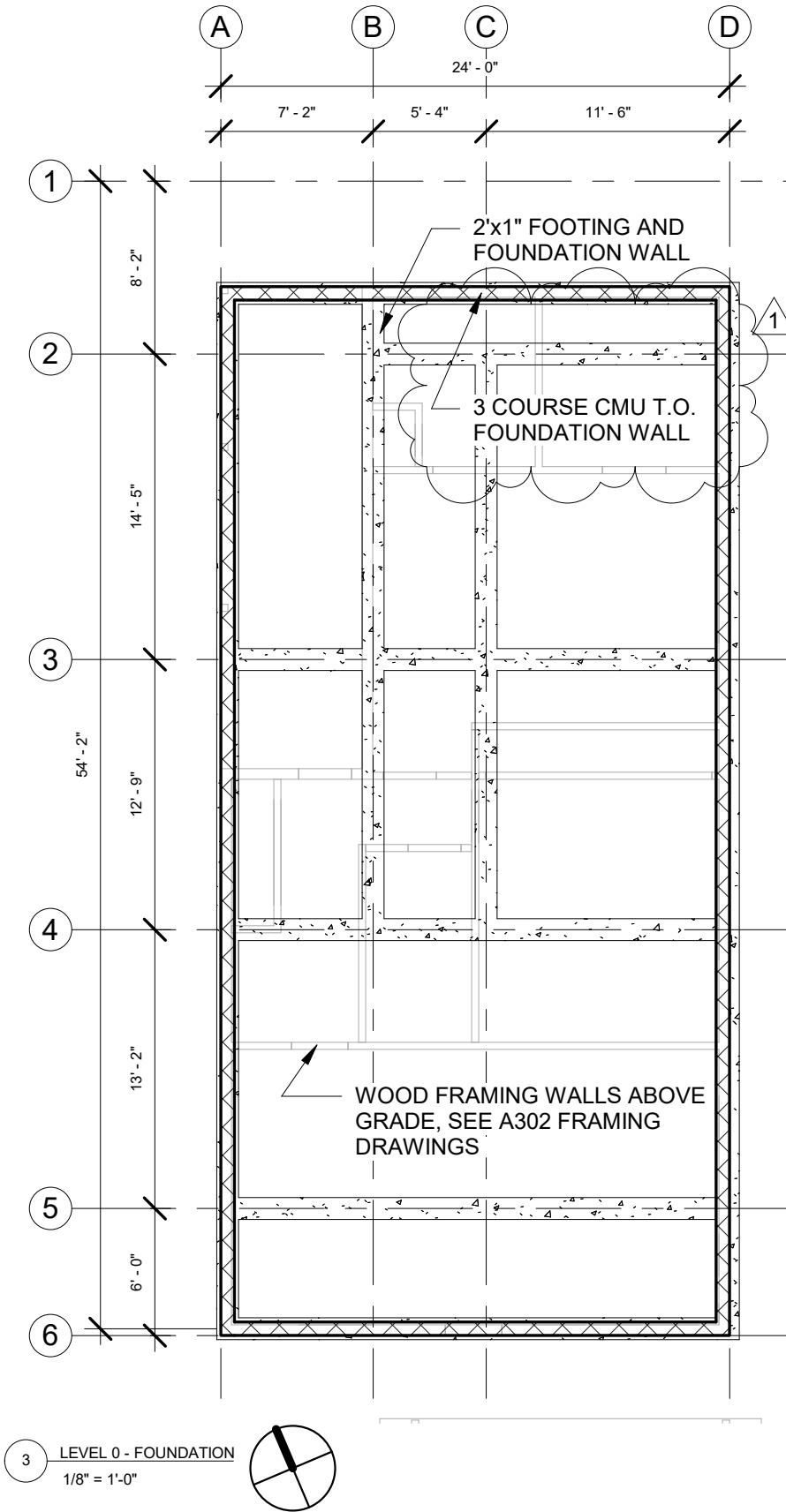
SCAL 1/4" = 1'-0"
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DRAWN: Author

DRAWING No.

A001

FOUNDATION NOTES

- 1. OWNER SHALL HAVE ALL FOOTING SIZES VERIFIED BASED ON SURVEY AND SOIL ANALYSIS AT SITE PRIOR TO CONSTRUCTION.
- 2. FOUNDATION SHALL COMPLY WITH ALL APPLICABLE CODES AT SITE.
- 3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS WITH FOUNDATION PLAN AND MAKE NECESSARY ADJUSTMENTS.
- 4. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT SITE.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROPER DRAINAGE AT SITE.
- 6. ALL FOUNDATION DETAILS ARE TYPICAL. SOME VARIATIONS MAY OCCUR.
- 7. ALL WOOD SILL PLATE SHALL BE ANCHORED TO THE FOUNDATION WITH ANCHOR BOLTS SPACED A MAXIMUM OF 48" ON CENTER.



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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

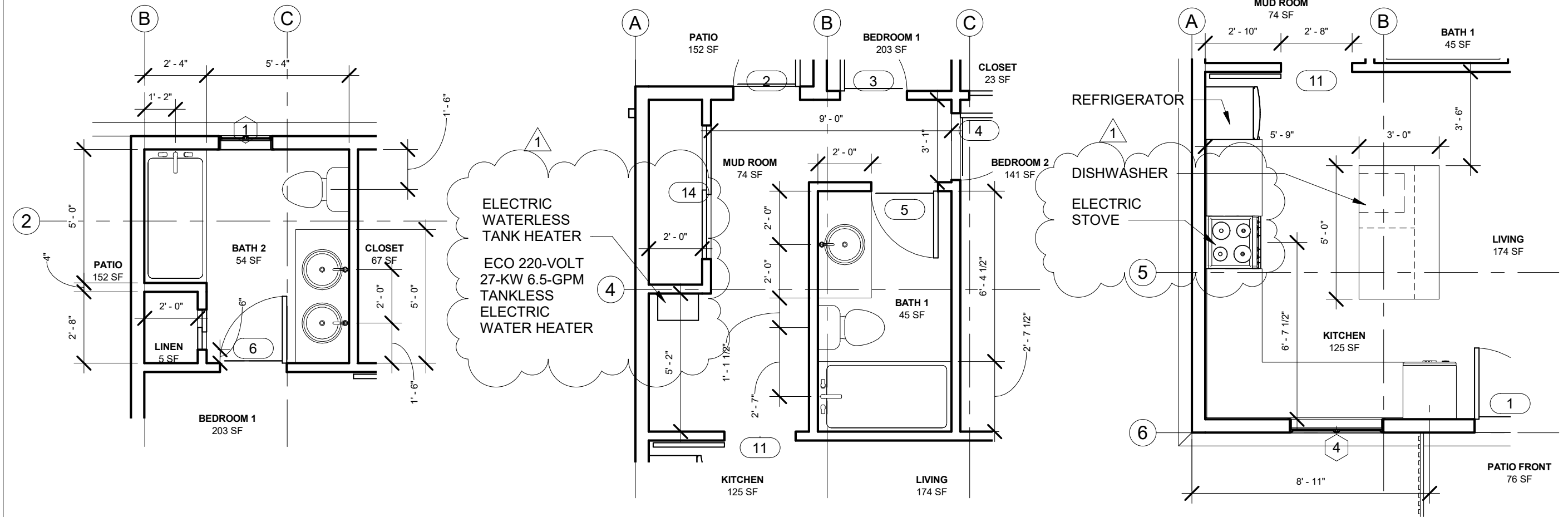
1117 Cedar St, Augusta, GA 30901

Foundation and Ground Floor Plan

SCAL As indicated
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DRAWING No.

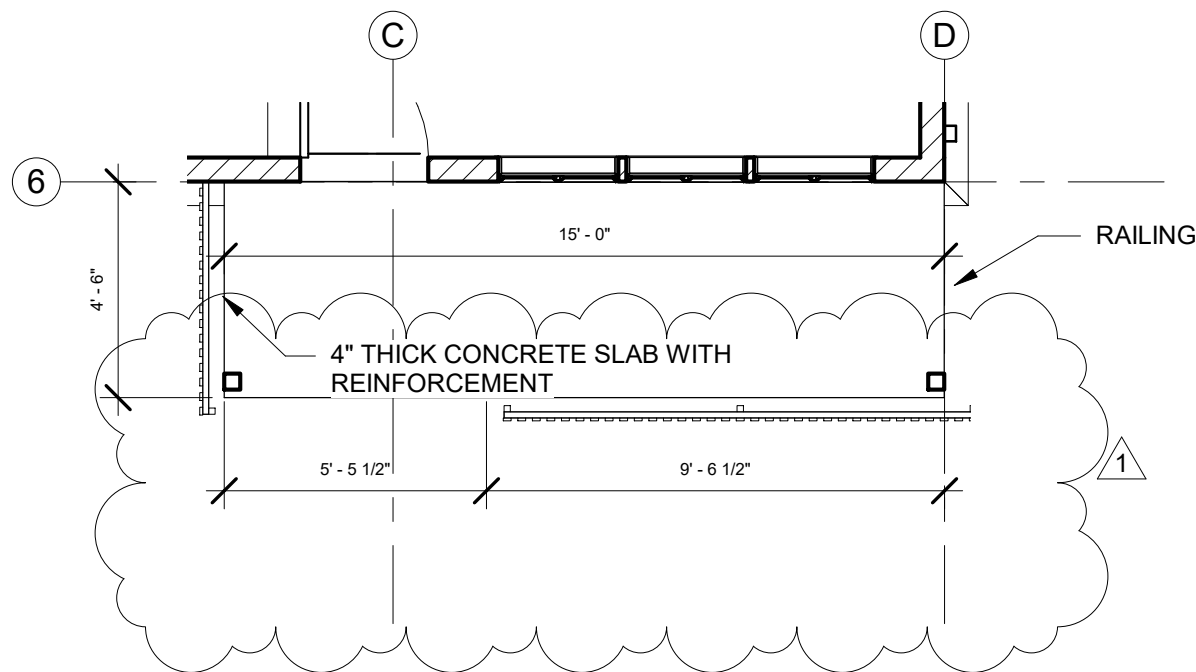
A101



1 BATH 2 ENLARGED PLAN
1/4" = 1'-0"

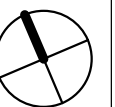
2 BATH 1 ENLARGED PLAN
1/4" = 1'-0"

3 KITCHEN ENLARGED PLAN
1/4" = 1'-0"



4 PORCH CONCRETE SLAB
1/4" = 1'-0"

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Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

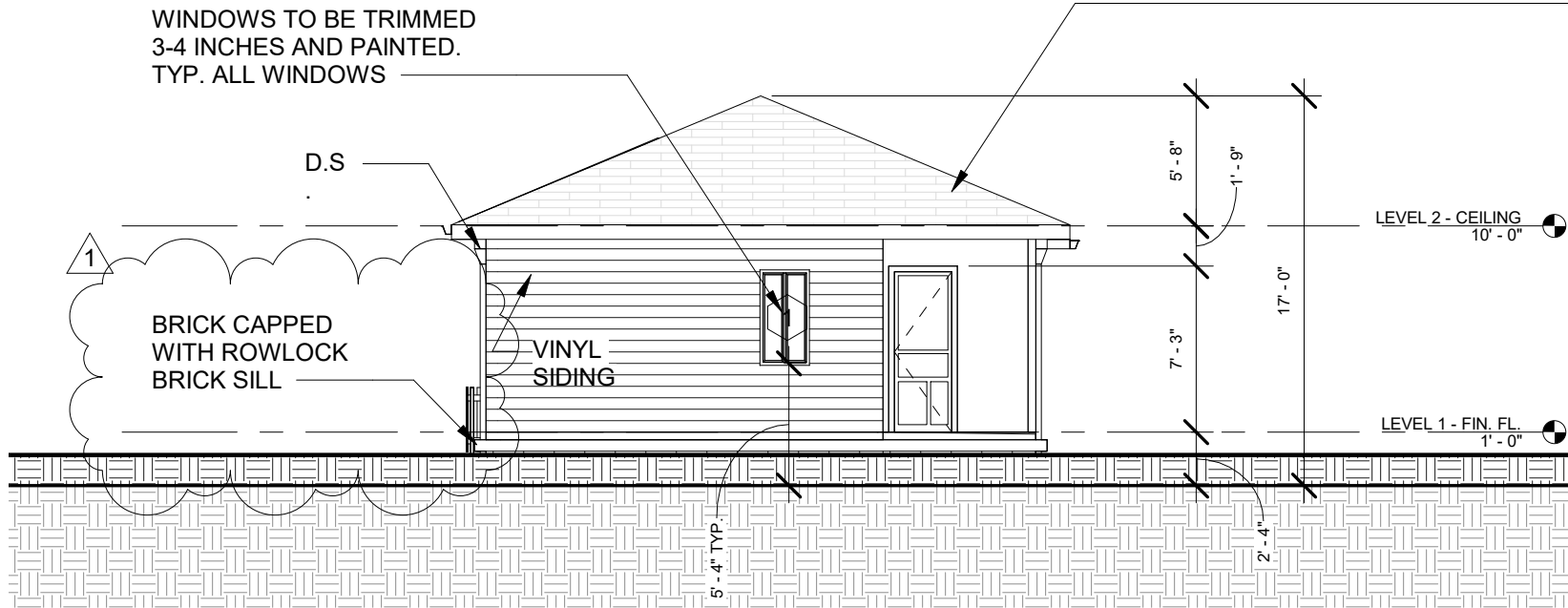
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Enlarged Plans

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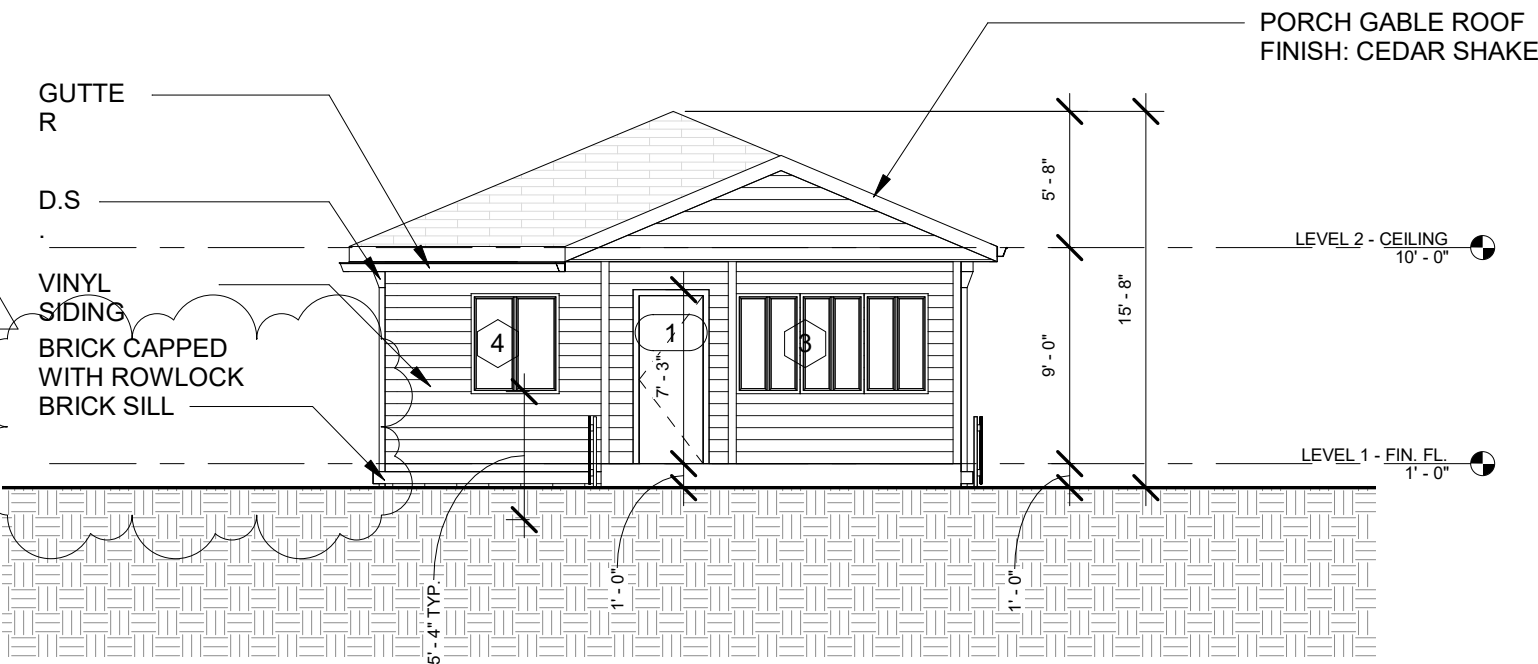
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A102



1 NORTH ELEVATION
1/8" = 1'-0"



ASPHALT SHINGLE ROOF
 ROOF COMPONENTS: ASPHALT SHINGLE, ROOFING PAPER (30 LB FELT OR EQUIVALENT), 5/8" SHEATHING, 2X10 RAFTERS @24" O.C. W/ SPRAY FOAM INSULATION, 1X3" STRAPPING @ 16" O.C., 1/2" GYP. BD. (REQ. FOR THERMAL BARRIER)

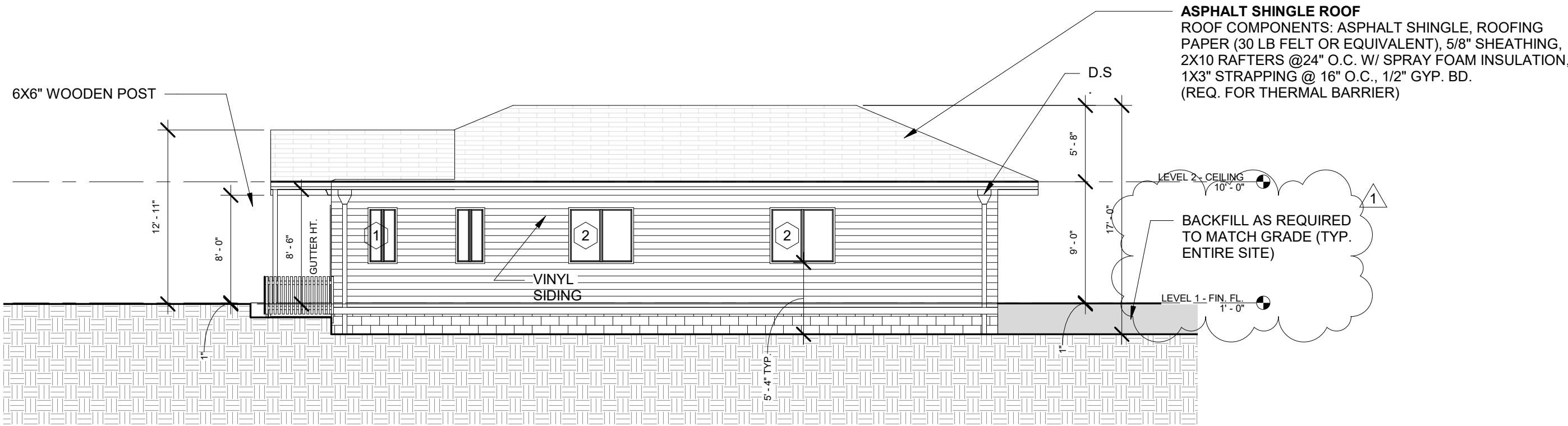


2 SOUTH ELEVATION
1/8" = 1'-0"

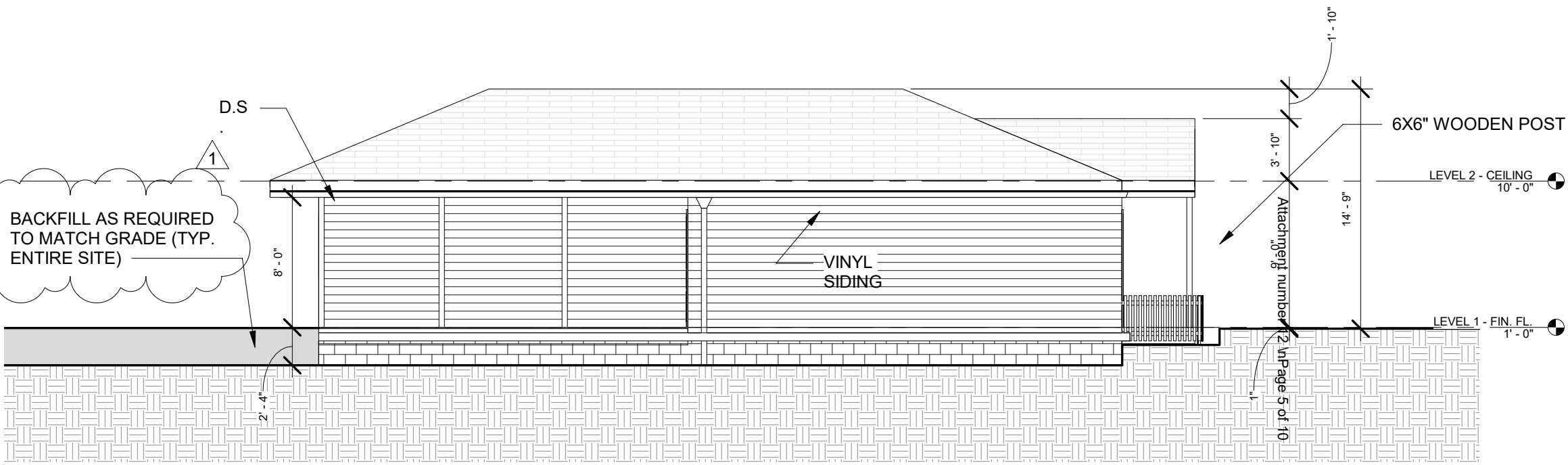
Attachment number 12 in Page 4 of 10

Item # 5

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			1	BUILDING DEPT COMMENTS			5/18/22					
									<div>Elevations</div> <div>SCAL 1/8" = 1'-0"</div> <div>E:</div> <div>DRAWN: Author</div>			
								DRAWING No.		A201		



1 EAST ELEVATION
1/8" = 1'-0"



2 WEST ELEVATION
1/8" = 1'-0"

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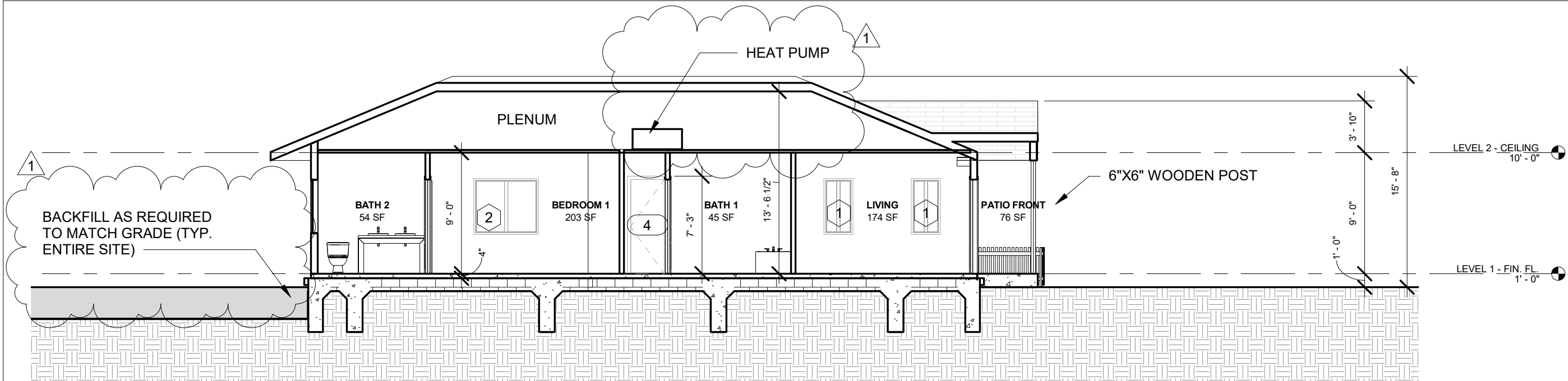
Rev.	AMENDMENT	DATE
1	BUILDING DEPT COMMENTS	5/18/22

1117 Cedar St, Augusta, GA 30901

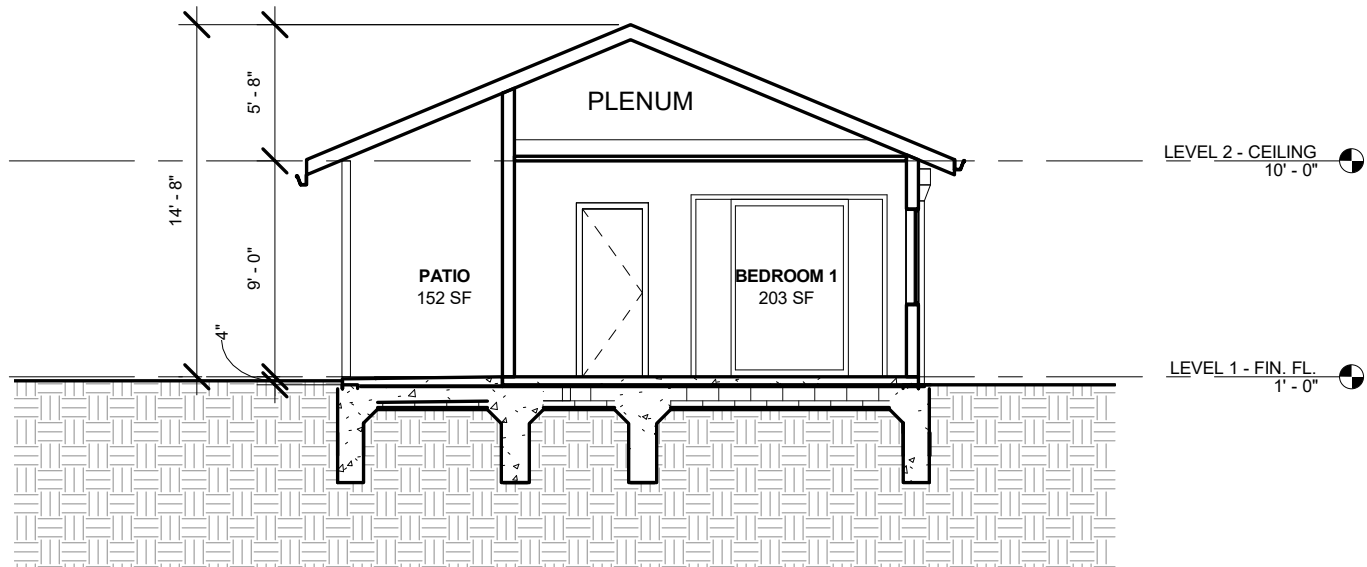
Elevations

SCAL 1/8" = 1'-0"
E:
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DRAWING No.
A202



1 SECTION 1
1/8" = 1'-0"



2 SECTION 2
1/8" = 1'-0"

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1	BUILDING DEPT COMMENTS	5/18/22

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Sections

SCAL 1/8" = 1'-0"
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A203

ELECTRICAL, DATA, & AUDIO
NOTES

1. OWNER TO CONDUCT A WALK-THROUGH WITH AUDIO/VISUAL, DATA/ OR IT CONTRACTORS TO VERIFY THE EXACT LOCATIONS FOR OUTLETS, LIGHTS, SWITCHES, CABLE, DATA, PHONE, AUDIO, ETC. ELECTRICAL PLANS SHOWN ARE FOR CODE MINIMUM REFERENCE ONLY.

ELECTRICAL NOTES

1. ELECTRICAL RECEPTACLES IN BATHROOMS, KITCHENS, AND GARAGES SHALL BE G.F.I. OR G.F.I.C. PER NATIONAL ELECTRICAL CODE REQUIREMENTS.

2. PROVIDE ONE SMOKE DETECTOR IN EACH ROOM AND ONE IN EACH CORRIDOR ACCESSING BEDROOMS/SUITES. CONNECT SMOKE DETECTORS TO HOUSE POWER AND INTER-CONNECT SMOKE DETECTORS SO THAT, WHEN ANY ONE IS TRIPPED, THEY WILL ALL SOUND. PROVIDE BATTERY BACKUP FOR ALL UNITS.












3. CIRCUITS SHALL BE VERIFIED WITH OWNER PRIOR TO WIRE INSTALLATION.

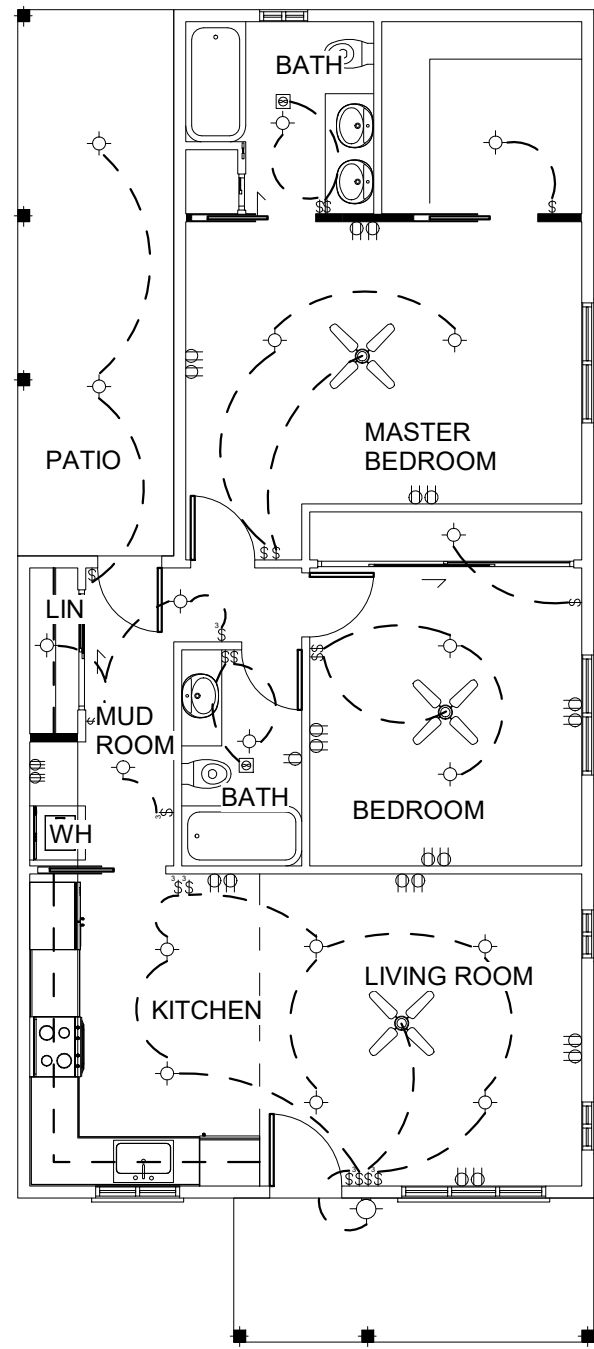
3. FINAL SWITCHES FOR TIMERS AND DIMMERS SHALL BE VERIFIED WITH OWNER.

5. FIXTURES TO BE SLECTED BY OWNER.

RCP LEGEND

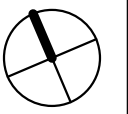
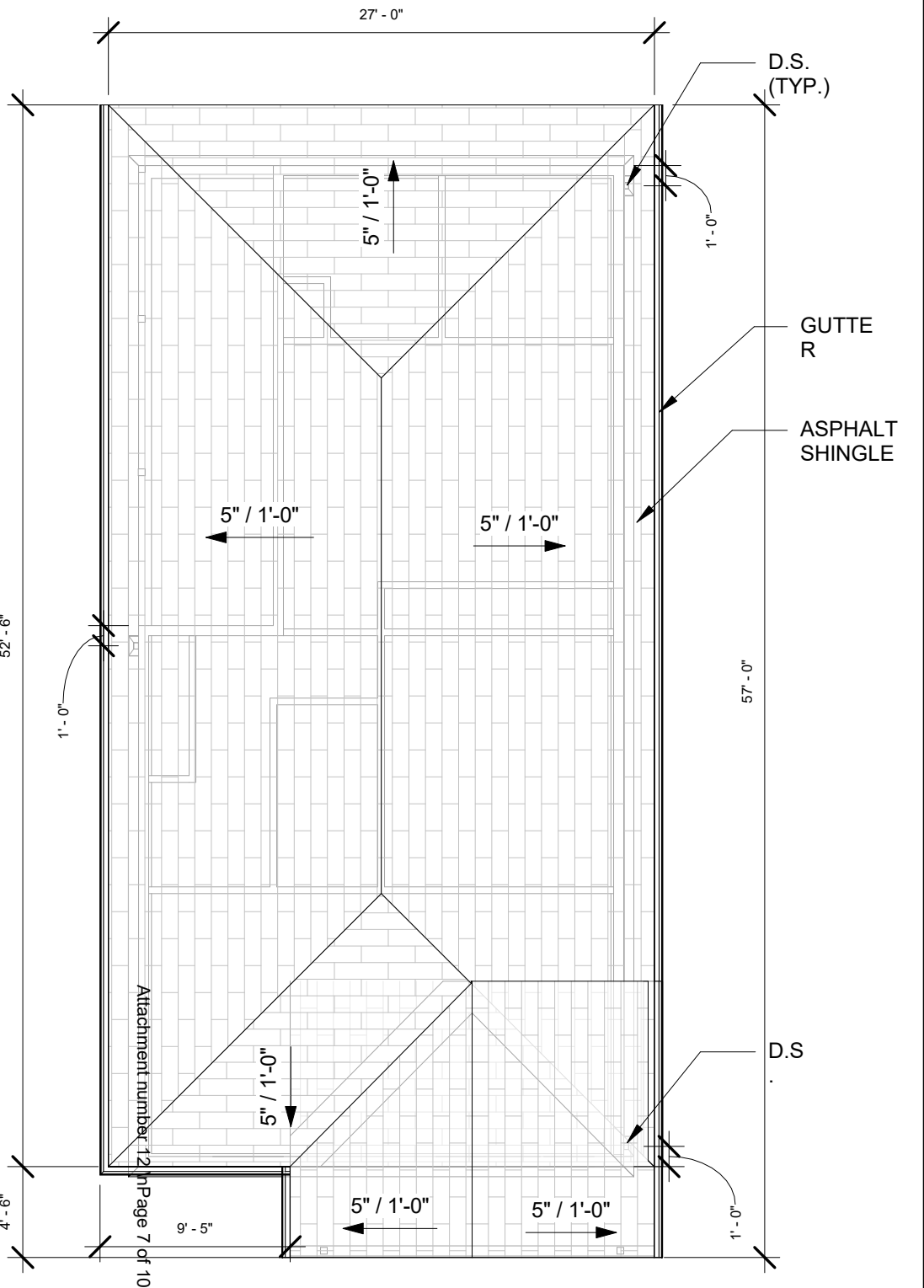
SYMBOL DESCRIPTION

	CEILING MOUNTED LIGHT FIXTURE
	110 VOLT OUTLET
	220 VOLT RECEPTACLE
	GROUND FAULT PROTECTED OUTLET
	SWITCH
	WALL MOUNTED LIGHT FIXTURE
	CEILING EXHAUST FAN
	THREE WAY SWITCH
	FLUORESCENT LIGHT
	EXTERNAL WALL LIGHT
	CEILING FAN



1 RCP
1/8" = 1'-0"

2 ROOF PLAN
1/8" = 1'-0"



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Consultants: N.A

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RCP

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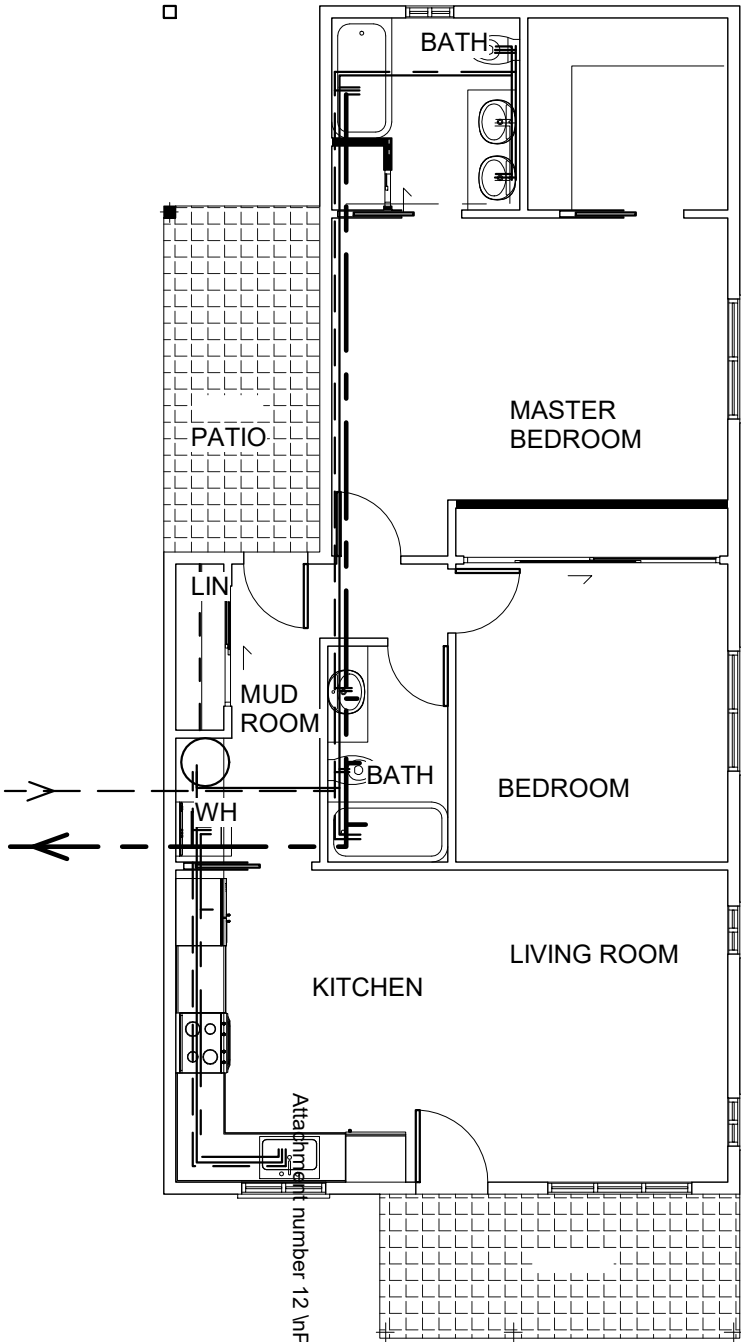
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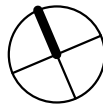
PLUMBING NOTES

- 1. PLATE STRAPS SHALL BE USED TO REPAIR STUDS, PLATES, AND TRIMMERS WHERE CUT OR DRILLED MORE THAN ONE-HALF THE DEPTH.
- 2. ALL PIPING THROUGH WALLS SHALL BE FILLED WITH MASTIC AND COVERED WITH ESCUTCHEON PLATES.
- 3. PLUMBING VENTS SHALL NOT BE LOCATED CLOSER THAN 10 FEET FROM ANY PROPERTY LINE.
- 4. ALL METALLIC PIPING UNDER SLAB SHALL BE SLEEVED.
- 5. ALL WATER CLOSETS SHALL BE 1.28 GALLONS PER FLUSH MINIMUM.
- 6. ALL SINKS AND LAVATORIES SHALL BE 1.5 GALLONS PER MINUTE.
- 7. ALL SHOWER HEADS SHALL BE 2.0 GALLONS PER MINUTE.
- 8. ALL HOSE BIBS SHALL HAVE NON-REMOVABLE TYPE LISTED BACK FLOW PREVENTION DEVICES WITHOUT ATTACHED HOSE.

LEGEND	
SYMBOL	DESCRIPTION
---	2" COLD WATER LINE
---	2" HOT WATER LINE
---	3" WASTE LINE
○	WATER HEATER



1 UTILITY PLAN
1/8" = 1'-0"



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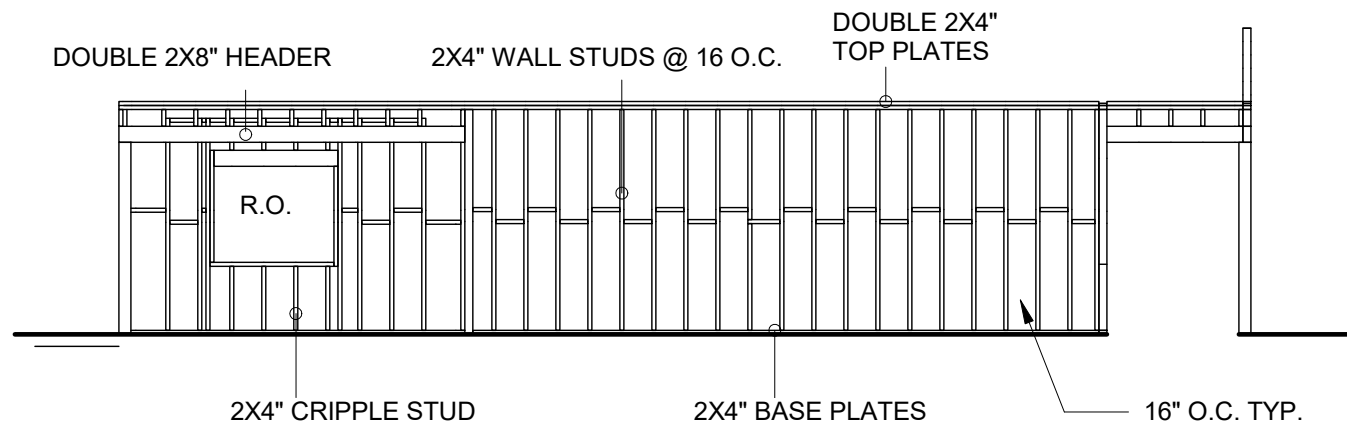
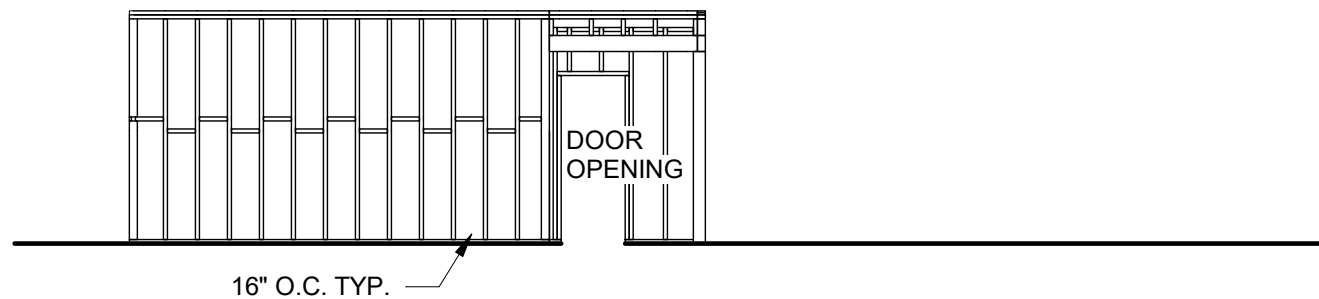
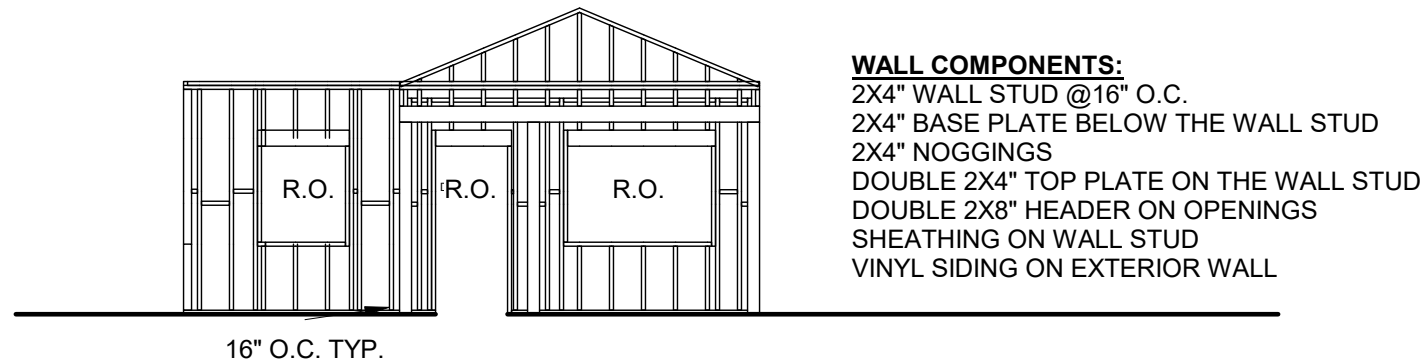
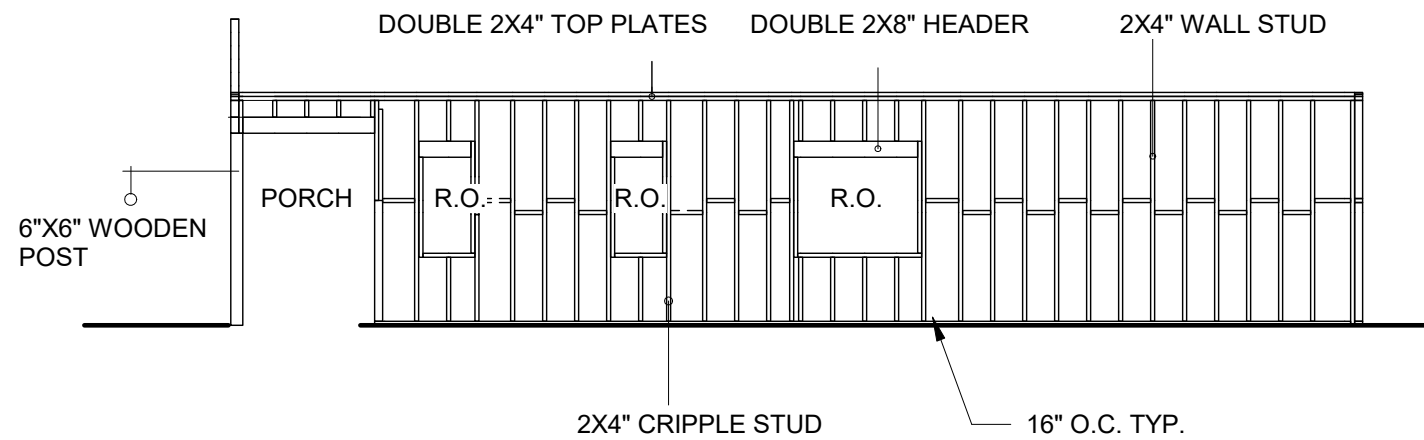
1117 Cedar St, Augusta, GA 30901

Utilities Plan

SCAL As indicated
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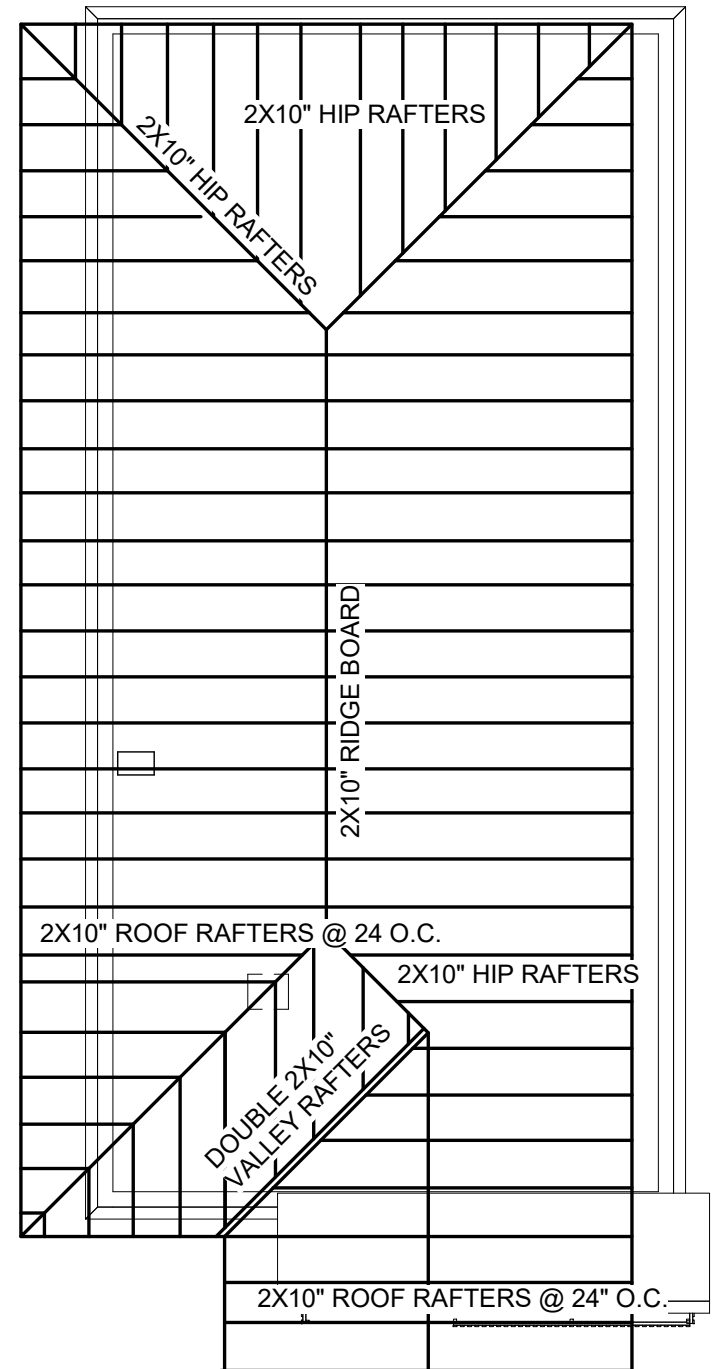
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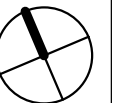
1 FRAMING DRAWINGS
1/8" = 1'-0"

ROOF COMPONENTS:
2X10" RAFTERS @ 24" O.C.
2X10" HIP AND JACK RAFTERS
2X10" RIDGE BOARD
DOUBLE 2X10 VALLEY RAFTERS



Attachment number 12 in Page 9 of 10

2 ROOF FRAMING PLAN
1/8" = 1'-0"



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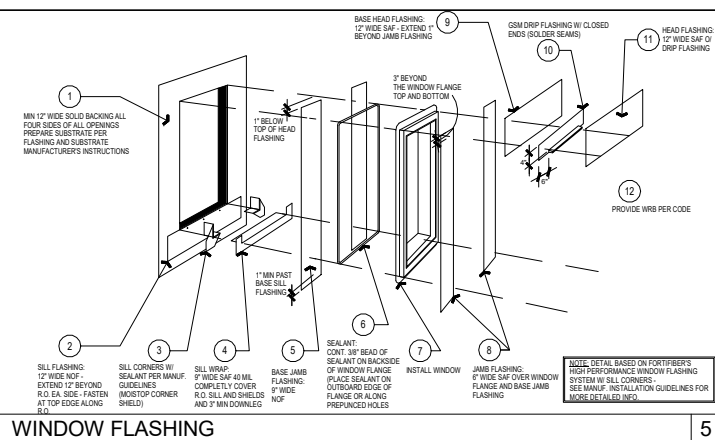
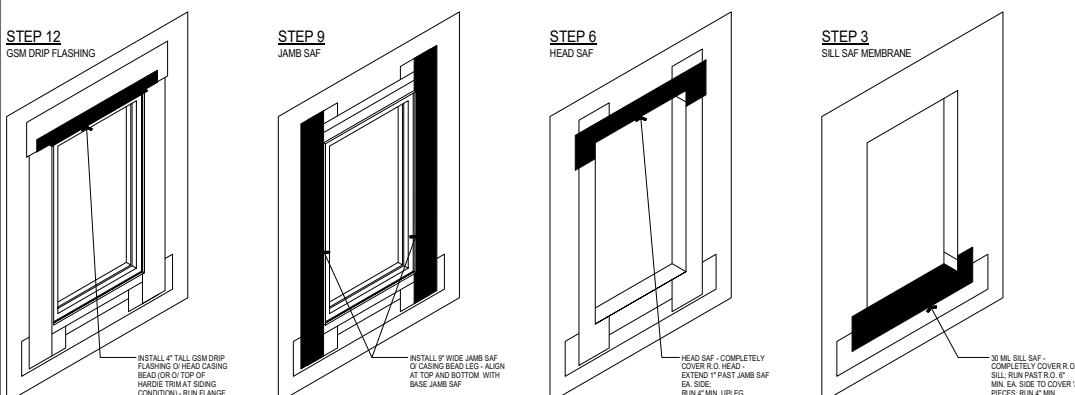
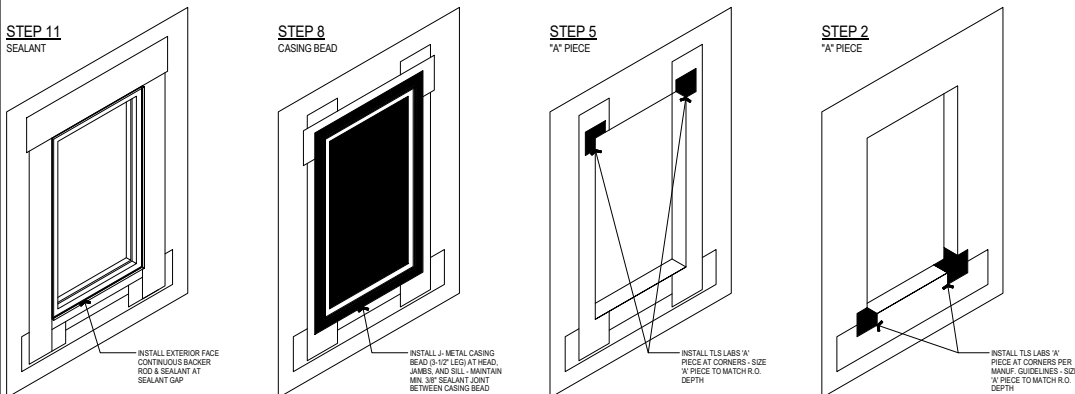
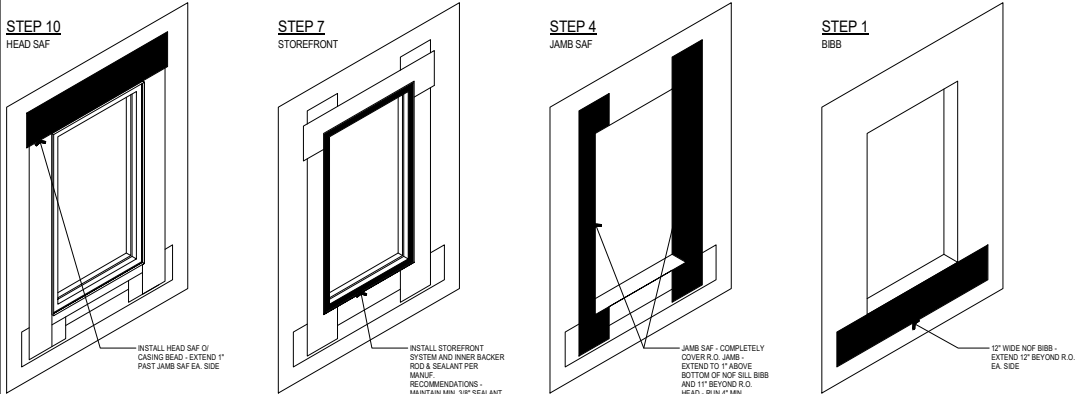
1117 Cedar St, Augusta, GA 30901

Framing Drawings

SCAL 1/8" = 1'-0"
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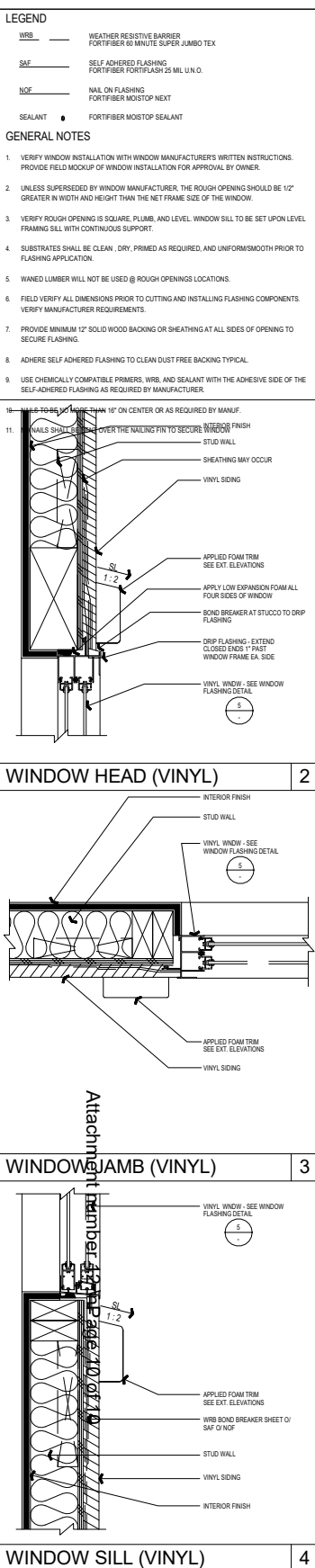
A302



WINDOW FLASHING

DOOR AND WINDOW NOTES


1. ALL DOORS ARE LOCATED 6 INCHES FROM THE NEAREST WALL EDGE TO HINGE, UNLESS OTHERWISE NOTED.
2. EVERY BEDROOM SHALL BE PROVIDED WITH AN EGRESS WINDOW WITH FINISH SILL HEIGHT NOT GREATER THAN 44 INCHES ABOVE THE FINISH FLOOR HEIGHT AND SHALL HAVE A MINIMUM OPENABLE AREA OF 5.7 SQ. FT. EGRESS WINDOWS SHALL NOT HAVE AN OPENABLE AREA LESS THAN 20" WIDE OR 24" HIGH.
3. ENTRY DOOR TO BE CONFIRMED BY OWNER PRIOR TO ORDERING.
4. ALL GLAZING WITHIN 18 INCHES FROM F.F.L. AND/OR WITHIN 24 INCHES OF ANY OPENING (DOOR, WINDOW) TO BE PROVIDED WITH SAFETY GLAZING.
5. ALL TUB AND SHOWER ENCLOSURES TO BE GLAZED WITH SAFETY GLASS.
6. ALL EXTERIOR WINDOWS TO BE DOUBLE GLAZED AND ALL EXTERIOR DOORS ARE TO BE SOLID CORE WOOD WITH WEATHER STRIPPING. PROVIDE 1/2" DEADBOLT LOCKS ON ALL EXTERIOR DOORS, AND LOCKING DEVICES ON ALL DOORS AND WINDOWS WITHIN 10 FEET (VERTICAL) FROM GRADE. PROVIDE PEEPHOLE 54 INCHES ABOVE F.F.L. ON EXTERIOR ENTRY DOOR.
7. GC TO VERIFY ALL WINDOW SIZES FOR INGRESS/EGRESS REQUIREMENTS FROM THE JURISDICTION OF THE PROJECT SITE.



Window Schedule				
Mark	Height	Width	Head Height	Sill Height
1	4' - 0"	2' - 0"	7' - 0"	3' - 0"
7	4' - 0"	2' - 0"	7' - 0"	3' - 0"
9	4' - 0"	4' - 8"	7' - 0"	3' - 0"
10	4' - 0"	4' - 8"	7' - 0"	3' - 0"
11	4' - 0"	3' - 6"	7' - 0"	3' - 0"
12	4' - 0"	2' - 6"	7' - 0"	3' - 0"
13	4' - 0"	2' - 0"	7' - 0"	3' - 0"
14	4' - 0"	2' - 6"	7' - 0"	3' - 0"
15	4' - 0"	2' - 6"	7' - 0"	3' - 0"

Door Schedule		
Mark	Height	Width
1	7' - 0"	2' - 8"
3	7' - 0"	2' - 6"
2	7' - 0"	2' - 6"
5	7' - 0"	2' - 6"
10	7' - 0"	10' - 8"
11	6' - 10 11/16"	2' - 8"
14	7' - 0"	5' - 0"
4	7' - 0"	2' - 6"
17	6' - 10 11/16"	3' - 0"
21	6' - 8"	1' - 6"
6	7' - 0"	2' - 6"

Item # 5




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NOTE: ALL DIMENSIONS ON EXISTING CONDITIONS AND DEMOLITION PLANS TO BE FIELD VERIFIED.

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Prepared For:
Atelier Honnete

Drawn by: Roberts Rivera

Consultants: N.A

Project Address

1117 Cedar St, Augusta, GA 30901

Vetted Investments & Acquisitions, LLC

PO BOX 8076

Fort Gordon, GA 30905

Rev.	AMENDMENT	DATE

1117 Cedar St, Augusta, GA 30901

Details - Window Assembly

SCAL 1/4" = 1'-0"	DRAWING No.
E:	
DRAWN: B. Rivera	A401



Administrative Services Committee Meeting
7/26/2022 1:10 PM
HCD_FY2022 Annual Action Plans Submission for HUD Funding

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Request to approve submission of the FY2022 Annual Action Plans and authority for the Mayor, as Augusta, Georgia's Certifying Official, to execute the documents, including but not limited to, the SF-424s and Certifications and Assurances required to be included with this submission, as well as Certifications of Consistency with the Consolidated Plan for HUD CoC Grant Applications for 2022.
Background:	<p>In order to fulfill statutory and regulatory requirements found at 24 CFR 91.15(a)(1) and as mandated by the U.S. Department of Housing and Urban Development, the City of Augusta, Georgia is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness as carried out through its Housing and Community Development Department and represented in the FY2022 Annual Action Plans. The FY2022 Annual Action Plans represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program. Further, the City of Augusta is required to make available for public comment the FY2022 Annual Action Plans that provides the jurisdiction an opportunity to review the City's local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness through its Housing and Community Development Department. This submission contains Augusta's actual allocation of \$4,221,761 for FY2022 (plus projected CDBG and HOME Program Income) reflecting Augusta's announced CPD funding allocations from HUD. Below is a listing of the allocations: Funding Program Allocations for FY2022 - CDBG \$1,825,408, HOME \$1,333,350, HOPWA \$ 910,893, ESG -\$152,110. Total FY2022 Allocation - \$4,221,761. This proposal includes the Annual Action Plan for FY2022 allocations plus Program Income from CDBG loan repayment of \$100,000 and HOME loan repayment of \$235,000. FY2022 Programmatic line item budgets are attached to this item.</p>
Analysis:	<p>If approved by the Augusta, Georgia Commission, the Housing and Community Development Department will be capable of funding projects in accordance with the submission of the FY2022 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and</p>

Cover Memo

Item # 6

continue provision of funding to projects and activities to service the housing, service and economic development needs of low-to-moderate income residents of Augusta, Georgia. The FY2022 Annual Action Plans represent funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

Financial Impact:	If approved by the Augusta-Richmond County Commission, the FY2022 Annual Action Plans will allow for the Housing and Community Development Department to continue to provide funding of needed services and housing projects for low-moderate-income households throughout the City of Augusta, Georgia with a FY2022 total allocation budget of \$4,221,761.
Alternatives:	Do not approve HCD's request for approval to submit the FY2022 Annual Action Plans to HUD.
Recommendation:	Approve submission of the FY2022 Annual Action Plans and authority for the Mayor, as Augusta, Georgia's Certifying Official, to execute the documents, including but not limited to, the SF-424s and Certifications and Assurances required to be included with this submission, as well as Certifications of Consistency with the Consolidated Plan for HUD CoC Grant Applications for 2022.
Funds are Available in the Following Accounts:	Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG) funds, Emergency Solutions Grant (ESG), HOME Investment Partnership, Housing Opportunities for Persons with AIDS (HOPWA) and CARES CDBG-CV3.

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

Proposed 2022 One Year Action Plan - Program Allocations Summary		
Community Development Block Grant - Special Purpose Programs		
Armstrong Galleria	\$665,000.00	
Acquisitions in NRSA	\$350,000.00	
Total Proposed funding for Special Purpose Programs		\$1,015,000.00
Community Development Block Grant -Housing Development Programs		
Housing Rehabilitation	\$445,327.00	
Total Proposed Funding for Housing Development Programs		\$445,327.00
Community Development Block Grant - Planning & Grants Administration (20% cap)		
Planning & Entitlement Grants Administration	\$ 345,081.00	
Fair Housing	\$20,000.00	
Total Proposed Funding for Planning & Grants Administration		\$365,081
Total CDBG Funding Proposed for Program Activities		\$1,825,408
HOME Investment Partnership Grant		
Housing Redevelopment Initiative	\$922,512	
Homeowner Assistance Program	\$100,000	
Community Housing Development Organization: Projects	\$162,503	
Total Proposed Funding for Housing Development		\$1,185,015
HOME Investment Partnership Grant - Program Administration (10% cap)		
HOME Program Administration	\$131,835	
Total Proposed Funding for Planning & Grants Administration		\$133,335
Total HOME Funding Proposed for Housing Development		\$1,318,350
Emergency Solutions Grant - Rapid Rehousing and Homelessness Prevention		
Augusta Rapid Rehousing	\$30,702	
Augusta Homeless Prevention	\$20,000	
Total Street Outreach/Shelter Operations		\$50,702
Emergency Solutions Grant - Shelter Operations and Outreach		
Augusta Shelter Services	\$90,000	
Total Street Outreach/Shelter Operations		\$90,000
Emergency Solutions Grant - Program Administration (7.5% cap)		
HESG Administration		
Total Proposed Funding for HESG Admin		\$11,408
Total HESG Funding Proposed for Homeless Services		\$152,110

Housing Opportunities for Persons with AIDS Grant - Program Activities		
HOPWA STRMU	\$172,250	
HOPWA TBRA	\$197,250	
HOPWA Permanent Housing Placement	\$131,750	
HOPWA Facility Based Permanent Housing	\$42,750	
HOPWA Support Services	\$200,000	
HOPWA Housing	\$83,566	
HOPWA Project Sponsor Admin	\$56,000	
Total HOPWA Proposed for Program Activities		\$883,566
Housing Opportunities for Persons with AIDS Grant - Program Administration (3% cap)		
HOPWA Program Administration	\$ 27,326.00	
Total HOPWA Funding Proposed for Housing and Services		\$910,892
TOTAL PROPOSED 2022 ONE YEAR ACTION PLAN BUDGET		\$4,206,760



Administrative Services Committee Meeting
7/26/2022 1:10 PM
Minutes

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on July 12, 2022.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting Commission Chamber - 7/12/2022

ATTENDANCE:

Hons. Hardie Davis, Jr., Mayor; Hasan, Chairman; Scott, Vice Chairman; Frantom and B. Williams, members.

ADMINISTRATIVE SERVICES

1. Presentation by Ms. Natalie Bryan with P.E.A.R.L. (Providing Education and Advocacy to Rebuild Lives) regarding Weekend of Wellness in support of Minority Mental Health Awareness Month. **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.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

2. Motion to approve due to purchases on the individual purchase orders will exceed \$25,000.00 per order. **The following annual bid item: Marshal Department: 22-042 Uniforms and Accessories.** The recommendation of award is for two (2) year with the option to extend for one (1) additional year upon mutual consent of both parties. **Item Action:** Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

3. Motion to amend the Commission approval on June 30, 2022 to include funding details for an additional \$20,000 for the Arts in the Heart Festival.

Item # 7

**Item
Action:
Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

4. Discuss properties owned by the city that have been sitting empty and aren't being utilized. **(Requested by Commissioner Catherine McKnight)**

**Item
Action:
Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

5. Discuss moving the meeting times to the following: Executive Session - 2pm
Committees - 4pm
Commission Meeting - 5pm
(Requested by Commissioner Sean Frantom)

**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.	Commisioner Sean Frantom		Dies for lack of Second

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve receiving this item as information. Ms. Scott votes No. Motion Passes 3-1.	Commissioner Bobby Williams	Commisioner Sean Frantom	Passes

Item # 7

6. Receive as information the emergency roof replacement at the Coroner Office in the amount of \$76,500.00 by Hixon's Roofing. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

7. Motion to approve the lease agreement between Augusta, Ga and MSTFLIP Inc. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

8. Motion to approve development of (1) single-family home, new construction. **Item Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

9. Motion to approve the contract with Mass Media Marketing, LTD also known as "M3" for Housing and Community Development (HCD) marketing. This contract is for two (2) years with two (2) one year renewal options. RFQ 22-159. **Item Action:**
Approved

Motions

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

Motion to
approve.
Motion Passes 4-0.

Commisioner
Sean Frantom

Commissioner
Francine Scott

10. Motion to approve the minutes of the Administrative Services Committee held on June 14, 2022.

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

11. Receive as information the emergency roof replacement at the Municipal Golf Course Building in the amount of \$27,509.01 by GS Roofing and Construction.

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

12. Motion to receive as information the purchase of one 4 door Dodge work truck from Thomson Chrysler Dodge Jeep Ram FIAT due to current pandemic economic conditions.

**Item
Action:**
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 4-0.	Commisioner Sean Frantom	Commissioner Francine Scott	Passes

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