



Administrative Services Committee Meeting Commission Chamber - 11/8/2022

ATTENDANCE:

Present: Hons. Hardie Davis, Jr., Mayor; Hasan, Chairman; Scott, Vice Chairman; B. Williams, member.

Absent: Hon. Frantom, member.

ADMINISTRATIVE SERVICES

1. Receive as information the emergency roof replacement at May Park in the amount of \$32,117.99 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 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

2. Motion to approve one (1) Rehabilitation Project in partnership with Butler's Home Improvement.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

3. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to Sand Hills Urban Development (SHUD) to construct two (2) single family units.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

4. Motion to approve Housing and Community Development Department's (HCD's) request to transfer 2021 HOPWA funding from Community Development Improvement Corporation to CSRA Economic Opportunity Authority to provide service to residents in Aiken/Edgefield Counties, South Carolina.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

5. Motion to approve the minutes of the Administrative Services Committee held on October 25, 2022.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

6. Motion to **approve** a moratorium on select requests for personnel action, effective November 8, 2022.
(Approved by Administrative Services Committee November 11, 2022)

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

7. Recommendation of Award for RFP 22-1550 Classification and Compensation Study to The Segal Company, Inc.

Item Action:
Approved

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve with the modifications of changing the job classifications from 160 to 260 and including the scope of services as outlined in the RFP. Motion Passes 3-0.	Commissioner Francine Scott	Commissioner Bobby Williams	Passes

www.augustaga.gov



Administrative Services Committee Meeting
11/8/2022 1:20 PM
Attendance 11/8/22

Department:

Presenter:

Caption:

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:

AUGUSTA, GEORGIA

SUITE 605, PROCUREMENT DEPARTMENT
535 TELFAIR STREET, MUNICIPAL BUILDING 1000
AUGUSTA, GEORGIA 30901-2377
PHONE: (706) 821-2422

Page 1 of 1

PURCHASE ORDER

PURCHASE ORDER NO.

P439669

DATE 09/21/22	DEPARTMENT 016210	VENDOR PHONE #	REQUISITION/QUOTE NO. R366066
------------------	----------------------	----------------	----------------------------------

VENDOR # 24791	E-VERIFY #	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
-------------------	------------	-------	---

VENDOR GS ROOFING & CONSTRUCTION 4186 CROSSTOWNE COURT EVANS, GA 30809	ATTN: EMERGENCY BID NUMBER: CONTRACT #: BUYER:
---	---

SHIP TO: ARPF CONSTRUCTION SHOP 2760 PEACH ORCHARD RD. BLDG B AUGUSTA, GA 30906	BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.
---	---

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		ROOF REPLACEMENT AT MAY PARK 272-01-6210/54-13120	32,117.99	32,117.99
MAY PARK ROOF REPLACEMENT SR # 284340						

CONDITIONS - READ CAREFULLY

1. The purchaser is exempt by statute from payment of Federal, State, and Municipal sales, excise and other taxes.
2. Shipping charges prepaid by vendor.
3. Payment will be made on complete shipments only, unless otherwise requested.
4. DELIVERY TICKET MUST ACCOMPANY GOODS.
5. No back orders. We will reorder if available.
6. Please make deliveries between 9 A.M. and 4 P.M.
7. All goods received with subsequent privilege to inspect and return at Vendor's expense if defective or not in compliance with our specifications.
8. Indoor delivery if necessary.
9. Payment Net 30 or according to contract.

NET TOTAL.....

32,117.99

APPROVED FOR ISSUE

L.A. Sims

PROCUREMENT DIRECTOR

REQUISITIONER



Central Services Department

Ron Lampkin, Interim Director

Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906

(706) 821-7174 Phone (706) 796-3077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department *OK G. Sams*

FROM: *R. Lampkin* Ron Lampkin, Interim Director, Central Services Department

DATE: *September 21, 2022*

SUBJECT: Emergency Memo – May Park Shingle Roof Replacement

In accordance with §1-10-57 Emergency Procurements, I respectfully ask you to accept this communication as notification of an emergency at May Park regarding a needed roof replacement.

May Park is currently experiencing several leaks inside the building. These leaks are persistently causing interior issues and water damage. It is imperative that the maintenance process continues to preserve the integrity of the structure. GS Roofing has been deemed qualified to make the needed roof replacement.

Please process a purchase order to GS Roofing in the amount of \$32,117.99 for the shingle roof replacement.

If you have any questions or concerns, please contact the Central Services Department.

RL/mcrr

DEPARTMENT NAME Central Services Department

AUGUSTA-RICHMOND COUNTY GEORGIA

REQUISITION

366066

DEPARTMENT NUMBER 272016210/5413120

PURCHASING DEPARTMENT

REQUISITION DATE

9/13/2022

DEPARTMENT HEAD

PURCHASE ORDER NUMBER

PURCHASE ORDER DATE

NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
VENDOR	GS Roofing and Construction	Crosby Roofing	Hixon's Roofing		
PHONE NUMBER	706-231-2724	706-823-4300	803-341-1729		
QUOTED BY					

ITEM NO	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Roof replacement at May Park SR # 284340	1		32,117.99		42,708.25		42,470.00
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								

TOTAL BID	\$32,117.99	\$42,708.25	\$42,470.00
SHIPPING CHARGES			
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER			



GS Roofing and Construction

GS Roofing and Construction
457 Columbia Industrial Blvd. Evans, GA 30809

SR# 28434

Client: City of Augusta, May Park
Property: 622 4th Street
Augusta, GA 30901

Claim Rep.: NONE

Estimator: Gee Chun

E-mail: GSroofingGA@gmail.com

Reference:
Position: Production Mgr.
Company: GS Roofing and Construction

Business: (706) 231-2724

Contractor:
Company: GS Roofing and Construction

Claim Number: -

Policy Number: -

Type of Loss: -

Coverage

Deductible

Policy Limit

Dwelling

\$0.00

\$0.00

Date of Loss:

Date Received: 09/06/2022 09:02 AM

Date Inspected:

Date Entered: 09/11/2022 05:36 AM

Price List:

Restoration/Service/Remodel

Depreciate Material: No

Depreciate O&P: No

Depreciate Non-material: No

Depreciate Taxes: No

Estimate: _EST

Depreciate Removal: No



GS Roofing and Construction

GS Roofing and Construction
457 Columbia Industrial Blvd. Evans, GA 30809

MAY PARK_622 4th Street_EST

CAT	SEL	ACT DESCRIPTION QNTY	UNIT PRICE	REMOVE	REPLACE	TOTAL
1. RFG	00 SQ	Remove 3 tab – 20 yr. – composition shingle roofing – incl. felt 108.63 SQ	50.27	5,460.83	0.00	5,460.83
2. REG	00 SQ	Architectural Shingle – composition shingle roofing 119.49 SQ	179.75	21,478.33	0.00	21,478.33
3. REG	00 SQ	Roofing felt - synthetic underlayment – standard grade 108.63 SQ	25.67	2,788.53	0.00	2,788.53
4. RFG	FLPIPE 6	Flashing – pipe jack 6.00 EA	35.77	214.62	0.00	214.62
5. RFG	SPL 1	Detach & Reset Roof hatch ladder 1.00 EA	255.54	255.54	0.00	255.54
6. RFG	FLCH LF	Drip Edge 589.00 LF	3.26	1,920.14	0.00	1,920.14
Totals:	Source -	Main Dwelling				32,117.99
Totals:	Source -	Eagle View				32,117.99

Recap by Room

Estimate: MAY PARK_EST

Area: Source - Roof

InSight Dwelling Roof	32,117.99	100.00 %
Area Subtotal: Source - Roof InSight	32,117.99	100.00 %
Subtotal of Areas	32,117.99	100.00%
Total	32,117.99	100.00%



GS Roofing and Construction

GS Roofing and Construction
457 Columbia Industrial Blvd. Evans, GA 30809

Summary for Dwelling

Line Item			32,117.99
Total Material Sales Tax	@	0.0%	0.00
Replacement Cost Value			\$ 32,117.99
Net Claim			\$ 32,117.99

Important Note: During the Course of re-roofing, Rotted roof decking and rafter may be found after full roof tear off. Some rotted/damaged decking and rafter is expected to be found so we included 5 pieces of OSB replacement with Full Roof replacement estimate above. but if greater amount of area is damaged and need more material & labor to replace then extra cost will apply.

GS Roofing and Construction will replace additional Damage decking at the cost to the property owner(City of Augusta, Richmond County) at \$ 50.00/sheet (7/16, OSB) and for any rafter and frame repair, cost will be notified to supervisor per amount and difficulty of the repair Which will be billed separate line item on total invoice.



Crosby Roofing & Seamless Gutters-Augusta LLC
1955 International Court
Grovetown, GA 30813
Phone: 706-823-4300

Fax: 706-428-7858

Company Representative
Allen Perry
Phone: (678) 315-4913
allencrosbyroofingaugusta@gmail.com

08/31/2022
Claim Information

Jason Lairsy
622 4th Street
Augusta, GA 30901
(706) 360-8274

Shingle Roofing Section

	Qty	Unit
Crosby Roofing will provide a dumpster for the job	1.00	EA
Remove, tear off, haul and dispose of existing roof. This includes one layer of roof. If there is more than one layer it will be an additional charge of \$20 per square for each additional layer	105.00	SQ
Replace any rotten wood at an additional charge. 7/16 OSB at \$75.00/sht- 1x6 pine at \$4.50/LF- 1x8 pine at \$5.50/LF. First two sheets are free. *This estimate includes and rotten decking or rafters. If there is settling to the actual structure of the house like low or high rafters that is not included in this estimate. That is more of a structural item and is not part of the typical roof replacement.	1.00	EA
Inspect and clean surface area before installing the new roof	1.00	EA
Install aluminum drip metal (This is now a county code that is mandatory. Please be sure all estimate include this line item)	555.00	LF
Item required by Georgia code		
Install synthetic underlayment (free upgrade from 15# felt paper)	105.00	SQ
Replace wall flashing if needed	1.00	EA
Install new Certainteed Landmark AR Limited-Lifetime Architectural Shingles	121.00	SQ
Additional charge for steep mansard roof (removal and installation)	70.00	SQ
Install new pipe boots	6.00	EA
Clean job site daily of all work related debris	1.00	EA
Clean existing gutters and magnetically sweep work area.	1.00	EA
Crosby Roofing will abide by local code and buy a permit from the county/city if required	1.00	EA
Certainteed will provide a limited-lifetime warranty on the architectural shingles, and Crosby Roofing will provide a 10 year workmanship warranty.	1.00	EA

\$42,708.25

TOTAL

\$42,708.25

Starting at **\$427/month** with **Acorn** • **APPLY**
FINANCE

Work will be done in a timely manner, consistent with all established building code and trade requirements. Payment is Due Upon Completion of Each Trade. If the roof is completed, then that portion is due, etc. All metal and window and siding jobs, require half payment down. If the job is through insurance; the first check is due on the day of completion along with any out of pocket expenses. Please make all checks payable to Crosby Roofing. If your job is through financing, payment is due before the job is scheduled. In the unlikely event that collection procedures become necessary, I understand that I, not my insurance company, am responsible for the entire account balance. I shall pay all monies to Crosby Roofing & Seamless Gutters, and I will be responsible for invoice amount plus all fees involved in the collection. Interest of 1.5% per month will be applied to any balance remaining after 15 days from invoice. I also acknowledge that it is my full responsibility to pay 50% of the balance owed to cover Collection Fees, if sent to a Collection Agency, plus court cost, attorney fees and any interest incurred if litigated. We now offer an online credit card payment option that will be on the bottom of your invoice. If making payment by credit or debit card; there will be a convenience fee of 3.5%. initial. It will be added as a line item on the invoice. Discounts can not be given after the signed estimate has been received. If there is leftover material from Crosby Roofing supply order, it will be returned. There is no discount that will be applied. No additional work will be done other than what's on the signed contract. Any and All additional work will need a signed Change Order with your signature before we proceed.

Metal Roofs, Windows and Siding-Half payment down is required before the we can order materials. initial.

Cancellation Policy: 3 days. If this signed contract is cancelled after 3 days, you will be responsible for a cancellation fee of 5% of the contract. By signing below you agree to these terms.

Note: If you have a split air conditioner system or a water line near the roof line, it's your responsibility to confirm that the unit/water line was installed to run on the bottom of the attic floor and not against the roof. If the supply line in the attic is touching the roof decking there is a possibility the roof nails will penetrate through the decking and could hit the supply line causing air to quit working. It is also the responsibility of the homeowner to check for gas and water lines as well before the roof is installed. There will be debris falling inside as from any construction project, we ask that you cover items in your attic due to debris falling when a roof is removed and replaced. It is the responsibility of the homeowner to cover or clean up debris, not of Crosby Roofing. By signing below, you agree to these terms and understand that if the work is not detailed on the estimate that the work will not be done. It must be on the estimate to avoid later confusion. **This estimate is only good for 30 days.*

I hereby certify that I have read and received a copy of this agreement and all its provisions. By signing this copy of the estimate you are authorizing Crosby Roofing to proceed with work listed above and agree with these terms:

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

Hixon's Roofing- CSRA

Phone: 803-991-3018

**08/31/2022
Claim Information**



**Company Representative
David Hixon
Phone: (803) 341-1728
david@hixonsroofing.com**

**Jason Lalrscy
Richmond County
622 4th Street
Augusta, GA 30901**

Job: Jason Lalrscy

Roof Replacement Section

- Remove all existing roofing materials
- Inspect decking & replace as needed (rotted, warped, de-laminated) 2 sheets included in proposal, Additional sheets to be priced at \$100 a sheet. Pricing does not include rafters or fascia.
- Install Owens Corning synthetic underlayment
- Install Owens Corning starter shingles
- Install Owens Corning Oakridge series Architectural shingles per manufacturers specifications
- Replace all PVC plumbing boot covers with new boots
- Protect landscaping to the best of our ability; Clean grounds of debris from job, use a magnet bar to pick up nails.
- Clean up and remove all waste materials from site. Use dump trailers on rubber tires
- Proposal includes painting all PVC pipes and HVAC stacks black for a clean finish
- We will order additional materials for each Job. Surplus materials will be removed at completion
- Proposal includes all necessary permits and taxes

WARRANTY: 10 year labor warranty

\$42,470.00

TOTAL

\$42,470.00

Please make all checks payable to Hixon's Roofing. Payment is due upon completion of work. If the job is through insurance; the first check is due on the day of the contract signing along with any out of pocket expenses. If the job is through our financing company; we will send an invoice and handle the rest. In the unlikely event that collection procedures become necessary, I understand that I, not my insurance company, am responsible for the entire account balance. I shall pay all monies to Hixon's Roofing, and I will be responsible for invoice amount plus all fees involved in the collection. Interest of 5% will be applied to any balance remaining after 30 days from invoice. I also acknowledge that it is my full responsibility to pay 50% of the balance owed to cover Collection Fees, if sent to a Collection Agency, plus court cost and any interest incurred if litigated. Any payment made with credit card, there will be a 3% additional service charge. Any signed contract cancellations will result in an amount of 25% of the total contract due to Hixon's Roofing immediately upon cancellation.

Satellite Disclaimer: If your home has a satellite dish we will have to remove it in order to properly install your roof. We will do our best to ensure it is put back in the correct position, but we are not responsible for ensuring that you have signal after we put the dish back in place.

Note: If Hixon's Roofing finds more than one layer of shingles while tearing off old shingles/membrane there will be an extra charge per square. If you have a split air conditioner system, it's your responsibility to confirm that the unit was installed up to code. If the supply line in the attic is touching the roof decking there is a possibility the roof nails will penetrate through the decking and could hit the supply line causing air to quit working. Cover items in your attic due to debris falling when a roof is removed and replaced. Hixon's Roofing is not responsible for anything that may be damaged in the attic. By signing below, you agree to these terms.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

Arlene New

From: Laquona Sanderson
Sent: Tuesday, September 13, 2022 3:09 PM
To: Arlene New
Cc: Katie Cornelius
Subject: FW: SR 294684 May Park shingle roof replacement-
Attachments: GS Roofing and Construction_ESTIMATE_May Park_City of Augusta_622 Fourth St Augusta GA 30901.pdf; Estimate-May Park roof-SR 294684-Crosby's Roofing.pdf; Estimate-May Park roof-SR 294684-Hixon's Roofing.pdf

Arlene,

Please prepare the requisition and emergency memorandum for May Park roof replacement using account number 272016210/54.13120.

Q

From: Jason Lairscy <JLairscy@augustaga.gov>
Sent: Monday, September 12, 2022 9:04 AM
To: Arlene New <anew@augustaga.gov>; Central Services Quotes <quotes@augustaga.gov>
Cc: Arlene New <anew@augustaga.gov>
Subject: SR 294684 May Park shingle roof replacement-

Attached are quotes for the roof replacement at May Park. SR 294684.

Thanks,

Jason Lairscy

Fac. Maint. Mngr- City of Augusta

This e-mail contains confidential information and is intended only for the individual named. If you are not the named addressee, you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. The City of Augusta accepts no liability for the content of this e-mail or for the consequences of any actions taken on the basis of the information provided, unless that information is subsequently confirmed in writing. Any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the City of Augusta. E-mail transmissions cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the content of this message which arise as a result of the e-mail transmission. If verification is required, please request a hard copy version.
AED:104.1



Administrative Services Committee Meeting
11/8/2022 1:20 PM
Emergency Replacement of May Park Roof

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency roof replacement at May Park in the amount of \$32,117.99 by GS Roofing and Construction.
Background:	After receiving reports of severe leaks at the facility, an assessment of the building was performed. The results of the assessment indicated the need to replace the shingle roof. GS Roofing and Construction was selected as the qualified vendor to perform the task in the needed time frame. The shingle roof was replaced in an emergency fashion and no further leaks have been noted.
Analysis:	GS Roofing and Construction replaced the shingle roof to prevent further damage to the facility.
Financial Impact:	\$32,177.99 GL: 272016210 / 5413120
Alternatives:	a) Receive as information b) Do not receive as information
Recommendation:	Receive as information the emergency roof replacement at May Park in the amount of \$32,117.99 by GS Roofing and Construction.
Funds are Available in the Following Accounts:	\$32,177.99 GL: 272016210 / 5413120

REVIEWED AND APPROVED BY:

Procurement.
Finance.
Law.
Administrator.
Clerk of Commission

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

THIS CONTRACT, by and between ____, hereinafter called “**Owner**” and (GENERAL CONTRACTOR CONSTRUCTION), hereinafter called the “**Contractor.**”

WITNESSETH:

That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

The Contract Documents shall consist of the Housing Rehabilitation Contract General Conditions (AHCDD Form 510), Attached Work Write Up, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

- First Priority: Manufacturer's Instructions
- Second priority: Construction/Rehabilitation Contract
- Third Priority: General Conditions of Contract, 2000 version
- Fourth Priority: Work Write-Up dated _____

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

ARTICLE 2
SCOPE OF SERVICES

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of multifamily units located at **1234 USA DRIVE, AUGUSTA, GA 30906** all in accordance with the Work Write-Up which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The contractor shall perform the entire rehabilitation of the residential structure as described in the contract documents except items as indicated as follows, which are to be the responsibility of other contractors:

Scope
HOME Full Rehab

Contractor
General Contractor

ARTICLE 3
TIME OF PERFORMANCE

The services of the Contractor are to commence on **DATE** and shall be completed by **DATE**. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars (\$50.00)** for each day the work is not substantially completed after **DATE** unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

ARTICLE 4
CONTRACT PRICE

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor **Twenty Nine Thousand Six Hundred and Fifty Dollars \$29,650**. The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

#1 _____

#2 _____

#3 _____

ARTICLE 5 PROGRESS PAYMENTS

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and the Augusta Housing and Community Development Department, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the work by the Owner and the Augusta Housing and Community Development Department, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and the Augusta Housing and Community Development Department shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by the Augusta Housing and Community Development Department. The Augusta Housing and Community Development Department and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of "punch list" items so-called, and seasonal work such as landscaping.

ARTICLE 6 CONTRACTOR AFFIDAVIT

Prior to each payment by the OWNER, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

**ARTICLE 7
OWNER'S REPRESENTATIVES/LENDER'S AGENTS**

The Owner's Representative shall be SONYA JOHNSON.

The Owner's Representative will provide administration of this Contract during construction and throughout the warranty period.

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents.

Based on the Owner's Representative evaluation of Contractor's invoices for payment, the Owner's Representative will determine the amounts owing to the Contractor.

The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner's Representative, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

**ARTICLE 8
CHANGES IN THE WORK**

After this agreement is executed by the Owner, any changes to the scope of Work, budget or time schedule must be agreed upon in writing by the Owner and Contractor and approved by the lender's representatives.

**ARTICLE 9
FINES**

The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies concerning the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

ARTICLE 10 TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

ARTICLE 11 ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Owner, the Owner's Representative, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the Augusta Housing and Community Development Department Director. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

**ARTICLE 12
ASSIGNMENT OF CONTRACT**

This agreement may not be assigned to any other Contractor or Agent of Contractor without the written approval of the Owner and the Augusta Housing and Community Development Department.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

John Doe
Name of Contractor

USA Construction
Contractor's Representative – Title

Signature of Contractor

OWNER

Name of Homeowner

Signature of Owner

WITNESS: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

AHCDD Form 507 (Rev. 11/05)	AUGUSTA HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT	Date:
	CONSTRUCTION CONTRACT - HOUSING REHABILITATION	

Approved as to form:

Augusta, GA Law Department

Date:_____

By: _____
Hardie Davis
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk



Administrative Services Committee Meeting
11/8/2022 1:20 PM
HCD_ Rehabilitation Program Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve one (1) Rehabilitation Project in partnership with Butler's Home Improvement.
Background:	<p>The Homeowner-Occupied Rehabilitation Program provides a mechanism for eligible homeowners to bring their home into compliance with local codes and provide safe, decent housing for lower-income individuals.</p> <p>· Homeowner Occupied Rehabilitation – Rehab to include rehabbing of the roof, gutters, floors, ceilings, HVAC, etc... The Homeowner-Occupied Rehabilitation Program is designed to bring the eligible homeowner's dwelling into compliance with applicable, locally adopted housing rehabilitation standards to reduce ongoing and future maintenance costs, promote energy efficiency, and to preserve decent affordable owner-occupied housing. Federal funding for these activities is provided to Augusta, GA through the Community Development Block Grant (CDBG) Program and the Home Investment Partnership Program (HOME). This request will provide one (1) homeowner with funding for the following address: 1. Contractor: Butler's Home Improvement Project Address: 1813 Lokey Street Amount: \$29,650</p>
Analysis:	The approval of this request will allow one (1) homeowner to obtain compliant, decent, and safe housing.
Financial Impact:	The city receives funding from the US Housing and Urban Development Department (HUD) on an annual basis. Total amount requested - \$ 29,650.
Alternatives:	Do not approve HCDs Request.
Recommendation:	Motion to approve one (1) Rehabilitation project in partnership with Butler's Home Improvement.
Funds are Available in the Following Accounts:	U.S. Department of Housing and Urban Development (HUD) Funds: a) CDBG -221073210-5225110

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 117,000.00

One Hundred Seventeen Thousand Dollars & 00/100

For Fiscal Year **2020**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

“2821 Wheeler Road – Single Family”

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, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) as party in the second part.

WITNESSETH

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

WHEREAS, Sand Hills Urban Development, Inc. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2020 Annual Action Plan; and

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

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

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

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 117,000.00 in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Sand Hills Urban Development, Inc. agrees to utilize approved HOME funds to support project related costs associated with property located at 2821 Wheeler Road, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single-family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. All projects are to possess the following components:*
 1. Evidence of additional financing resources “Leveraging”
 2. Evidence of Site Control

3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
4. If at the time of construction, there is no approved homebuyer, SHUD must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **97,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2020 HOME Program funds for construction costs related to the development of one (1)) single family unit at 2821 Wheeler Road in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees.

The address for this project is:

- i. 2821 Wheeler Road, Augusta, Georgia 30909

b. Construction Contingency

- C. An amount not to exceed \$ 20,000.00 in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2020 HOME Program funds for unforeseen or unexpected construction costs as related to the development of one (1)) single family unit at 2821 Wheeler Road in the Hill Terrace Community. Funding will be used only if determined to be needed to complete construction and must be approved by HCD.

Initial: _____

D. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development, Inc. shall conduct project development activities and related services in its project area that incorporates the following boundaries:

Wrightsboro Road on the North, Bobby Jones Expressway to the West, Washington Road on the South and Peach Walton Way on the East and its designated geographic boundaries approved by AHCD.

E. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills Urban Development, Inc. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Sand Hills Urban Development, Inc. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$117,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Sand Hills Urban Development, Inc. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.

- b. HCD will monitor the progress of the project and Sand Hills Urban Development, Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Sand Hills Urban Development, Inc. and procured contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$97,000.00 and \$ 20,000.00 in the amount of construction contingency of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 117,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 2821 Wheeler Road sales for \$185,000; SHUD retains \$46,250 (25%) and pays HCD \$ 70,750.00)

Initial: _____

C. Timetable for Completion of Project Activities

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

a. Liquidated Damages

- i. *Sand Hills Urban Development, Inc. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than **\$ 117,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Sand Hills Urban Development, Inc.

2. Sand Hills Urban Development, Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 97,000.00
Construction Contingency	20,000.00

TOTAL HOME PROJECT COST: \$ 117,000.00 Initial: _____

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

The Resale/Recapture Provisions in this Article III shall ensure compliance with the HOME Program “Period of Affordability” requirements pursuant to 24 CFR 92.254(a)(4). 24 CFR

92.254 required that Augusta, its subrecipients, and CHDOs follow certain resale/recapture restrictions regarding its HOME-funded homebuyer program. Each property sold to a homebuyer will remain affordable for the duration of the affordability period or Augusta will use the recapture option.

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

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Sand Hills Urban Development, Inc. or any contractor/subcontractor hereunder. All payments to Sand Hills Urban Development, Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Sand Hills Urban Development, Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills Urban Development, Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Sand Hills Urban Development, Inc. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant

Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations” as well as the procurement policy of Augusta.

- F. Requests by Sand Hills Urban Development, Inc. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: “Reimbursement Request Form” supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Sand Hills Urban Development, Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.

- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) 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 Sand Hills Urban Development, Inc.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those 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 Contract. The Sand Hills Urban Development, Inc. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

Sand Hills Urban Development, Inc. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.

2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Sand Hills Urban Development, Inc. if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Sand Hills Urban Development, Inc. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Sand Hills Urban Development, Inc. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)
2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Sand Hills Urban Development, Inc. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), Sand Hills Urban Development, Inc. agrees that HOME funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain).

Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.

G. Displacement and Relocation

Sand Hills Urban Development, Inc. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Sand Hills Urban Development, Inc. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Sand Hills Urban Development, Inc. will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills Urban Development, Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

Sand Hills Urban Development, Inc. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension,

or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended or ineligible contractor has been approved and reinstated by HCD.

L. Drug Free Workplace

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

M. Publicity

Any publicity generated by Sand Hills Urban Development, Inc. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Sand Hills Urban Development, Inc. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Sand Hills Urban Development, Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

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

P. Assignment of Contract

Sand Hills Urban Development, Inc. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

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

R. Affirmative Action

Sand Hills Urban Development, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Sand Hills Urban Development, Inc. social 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. Sand Hills Urban Development, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Sand Hills Urban Development, Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Sand Hills Urban Development, Inc. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

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

U. Indirect Costs

Indirect costs will only be paid if Sand Hills Urban Development, Inc. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Sand Hills Urban Development, Inc. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Sand Hills Urban Development, Inc. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Sand Hills Urban Development, Inc. cures any breach of the contract. If Sand Hills Urban Development, Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Sand Hills Urban Development, Inc. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Sand Hills Urban Development, Inc. for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Sand Hills Urban Development, Inc. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Sand Hills Urban Development, Inc. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Sand Hills Urban Development, Inc. will receive all notices at the address indicated below:

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

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

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

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract 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 Contract shall forthwith be amended to make such insertion.

ARTICLE XVI. ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Hardie Davis
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.
(Grantee)

BY: _____
Its: _____ Date _____

Plain Witness Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Sand Hills Urban Development, Inc. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Sand Hills Urban Development, Inc. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Sand Hills Urban Development, Inc. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$117,000.00** in Year 2020 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. may use HOME funds under this contract for all 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
 1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) 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:
 1. 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 or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of 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; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. 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 in writing of the cause of the delay. If the fact shows 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.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Sand Hills Urban Development, Inc. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Sand Hills Urban Development, Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Sand Hills Urban Development, Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Sand Hills Urban Development, Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Sand Hills Urban Development, Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

SAND HILLS URBAN DEVELOPMENT, INC. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.

In the amount of

\$ 119,250.00

One Hundred Nineteen Thousand Two Hundred Fifty Dollars & 00/100

For Fiscal Year **2021**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

“2814 Hackle Street – Single Family”

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, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) as party in the second part.

WITNESSETH

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

WHEREAS, Sand Hills Urban Development, Inc. will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2021 Annual Action Plan; and

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

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

WHEREAS, Sand Hills has been selected and approved to partner with J.L. Lovett Construction as development partners to assist in the development of the Hackle Street unit. Sand Hills serves as a developer receiving CHDO set aside funding;

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

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 119,250.00 in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Sand Hills Urban Development, Inc. agrees to utilize approved HOME funds to support project related costs associated with property located at 2814 Hackle Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will serve as a developer and provide CHDO activities*
- iii. Will participate in bi-weekly construction meetings.*

- iv. *Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- v. *All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, SHUD must utilize the services of a licensed Realtor to market and sale the unit.

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **99,250.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1) single family unit at 2814 Hackle Street in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 2814 Hackle Street, Augusta, Georgia 30909

b. Construction Contingency

- C. An amount not to exceed \$ **20,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for unforeseen or unexpected construction costs as related to the development of one (1)) single family unit at 2814 Hackle Road in the Hill Terrace Community. Funding will be used only if determined to be needed to complete construction and must be approved by HCD.

Initial: _____

D. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development, Inc. shall conduct project development activities and related services in its project area known as Hill Terrace that incorporates the following boundaries: Wrightsboro Road on the North, Bobby Jones Expressway to the West, Washington Road on the South and Peach Walton Way on the East and its designated geographic boundaries approved by AHCD.

E. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills Urban Development, Inc. will be in compliance with 24 CFR Part 92. The project has been underwritten and reviewed in accordance with underwriting standards and criteria of Augusta and the amount of subsidy provided is appropriate. Notwithstanding any other provisions of this contract, Sand Hills Urban Development, Inc. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract. SHUD will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$119,250.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Sand Hills Urban Development, Inc. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Sand Hills Urban Development, Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Sand Hills Urban Development, Inc. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.
- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on a n as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of \$99,250.00 and \$ 20,000.00 in the amount of construction contingency of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **119,250.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 2814 Hackle Street sales for \$185,000; SHUD retains \$46,250 (25%) and pays HCD \$ 73,000.00)

Initial: _____

C. Timetable for Completion of Project Activities

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

a. Liquidated Damages

- i. *Sand Hills Urban Development, Inc. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.*

Initial: _____

D. Project Budget: Limitations

1. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than \$ **119,250.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. It is also understood by both parties to this contract that the funding provided under this contract for this

specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Sand Hills Urban Development, Inc.

2. Sand Hills Urban Development, Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 99,250.00	
Construction Contingency	20,000.00	
TOTAL HOME PROJECT COST:	\$ 119,250.00	<i>Initial: _____</i>

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

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

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

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to Sand Hills Urban Development, Inc. or any contractor/subcontractor hereunder. All payments to Sand Hills Urban Development, Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Sand Hills Urban Development, Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills Urban Development, Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Sand Hills Urban Development, Inc. compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- E. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" as well as the procurement policy of Augusta.
- F. Requests by Sand Hills Urban Development, Inc. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than their (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: "Reimbursement Request Form" supplied by HCD, copies of invoices, receipts, other evidence of indebtedness, budget itemization and description of specific activities undertaken. Invoices shall not be honored if received by HCD later than sixty (60) calendar days after expiration date of Agreement. The reimbursement request form is in Appendix B.
- G. Sand Hills Urban Development, Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
 - a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

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

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

- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

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

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

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

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

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

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings

involving the records have been resolved.

- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

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

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

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

- d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) 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 Sand Hills Urban Development, Inc.. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those 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 Contract. The Sand Hills Urban Development, Inc. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

Sand Hills Urban Development, Inc. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act. Reasonable accommodations will be offered to all disabled persons who request accommodations due to disability at any time during the application, resident selection and rent up process.

Enforcement Provisions

1. HCD will conduct yearly on-site inspections of assisted units to verify they are maintained in standard condition and meet applicable housing quality standards to include ongoing maintenance requirements.
2. Breach of Agreement or default: Breach occurs when a party to a contract fails to fulfill his or her obligation as described in the contract or communicates an intent to fail the obligation or otherwise appears not to be able to perform his or her obligation under the contract. Any obligations by either party not being upheld by said agreement will constitute as noncompliance and result in termination of agreement. HCD will notify Sand Hills Urban Development, Inc. if the agreement is in default or has been breached in any manner.
3. Repayment of HOME Funds: If property does not comply with 24 CFR 92.252 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: Sand Hills Urban Development, Inc. agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Sand Hills Urban Development, Inc. will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as

determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

2. Labor Matters: No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 92.354)

E. Environmental Standards

Sand Hills Urban Development, Inc. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is following the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by the Augusta-Richmond County Planning Department pursuant to (24 CFR 92.352).

F. Flood Insurance

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

G. Displacement and Relocation

Sand Hills Urban Development, Inc. agrees to take all reasonable steps to minimize displacement of persons as a result of HOME assisted activities. Any such activities assisted with HOME funds will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 92.353).

H. Non-Discrimination in Employment

Sand Hills Urban Development, Inc. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Sand Hills Urban Development, Inc. will in all solicitations or advertisements for

employees placed by or on behalf of Sand Hills Urban Development, Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

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

L. Drug Free Workplace

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

M. Publicity

Any publicity generated by Sand Hills Urban Development, Inc. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

In accordance with 24 CFR 85.43, if Sand Hills Urban Development, Inc. fails to expend its grant funds in a timely manner, such failure shall constitute a material failure to comply with this Contract and invoke the suspension and termination provisions of ARTICLE X. For purposes of this Contract, timely expenditure of funds means Sand Hills Urban Development, Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

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

P. Assignment of Contract

Sand Hills Urban Development, Inc. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

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

R. Affirmative Action

Sand Hills Urban Development, Inc. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Sand Hills Urban Development, Inc. social 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. Sand Hills Urban Development, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Sand

Hills Urban Development, Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

Sand Hills Urban Development, Inc. and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

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

U. Indirect Costs

Indirect costs will only be paid if Sand Hills Urban Development, Inc. has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

If applicable, Sand Hills Urban Development, Inc. shall obtain prior written approval from the Grantee for any travel outside the State of Georgia with funds provided under this contract. All Federal Travel Regulations are applicable (41 CFR Part 301).

W Construction Requirements - SEE APPENDIX C

All housing units [*rehabilitated, reconstructed or newly constructed*] and assisted with HOME Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 92.251 [the HOME Program Regulations]. The Property Standards at 24 CFR 92.251 require that the units receiving HOME Program funds must meet all local codes for new construction. In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All units assisted under this Contract is “new construction” by HOME Program definition and therefore must meet the local building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

- A. In the event Sand Hills Urban Development, Inc. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the

timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Sand Hills Urban Development, Inc. cures any breach of the contract. If Sand Hills Urban Development, Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.

- B. Notwithstanding the above, Sand Hills Urban Development, Inc. shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Sand Hills Urban Development, Inc. for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Sand Hills Urban Development, Inc. breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Sand Hills Urban Development, Inc. shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30911

With copies to:

Augusta Housing and Community Development Department
510 Fenwick Street
Augusta, GA 30901

Sand Hills Urban Development, Inc. will receive all notices at the address indicated below:

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

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by U.S. mail.

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

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

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV.

LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract 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 Contract shall forthwith be amended to make such insertion.

ARTICLE XVI.

ANTI-LOBBYING

To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Hardie Davis
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.
(Grantee)

BY: _____
Its: _____ Date

Plain Witness Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

Sand Hills Urban Development, Inc. shall submit to the Grantee the following reports for the term of this agreement and maintain applicable documentation for the full term of the affordability period. Augusta reserves the right to change reporting requirements, as needed as well as the right to review records and reports for the public, HUD, IG or any other interested party as deemed appropriate.

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Sand Hills Urban Development, Inc. shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*
7. *Sand Hills Urban Development, Inc. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.
 - D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.
 - E. Model Energy Code, 1997, Council of American Building Officials.
 - F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".
 - G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will barred, disapproved, or otherwise ineligible contractors be allowed to bid on federally funded projects.
3. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors will review these items for compliance with new construction and/or rehabilitation standards and materials use.

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

§92.251(a)(2) incorporates or specifies additional standards:

- Accessibility requirements as applicable, in accordance with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Fair Housing Act. These requirements are not new.
- Disaster mitigation standards, in accordance with State and local requirements or as established by HUD, where they are needed to mitigate the risk of potential disasters (such as earthquakes, hurricanes, flooding, and wildfires). This is a new requirement.

§92.251(a)(iv) and (v) adds requirements to improve project oversight for new construction. HCD must:

- Review and approve written cost estimates, construction contracts, and construction documents.
 - Conduct construction progress and final inspections to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
7. **Inspections.** The project will be inspected and approved by an HCD Construction and Rehabilitation Inspector prior to release of the funds for that project.
 8. HOME-assisted rental housing must meet the required property standards at the time of the project completion and must be maintained in accordance with applicable housing quality standards throughout the affordability period.

EXHIBIT "A"

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$119,250.00** in Year 2021 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. may use HOME funds under this contract for all 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
 1. Terminate the contractor in accordance with the "Provisions for Augusta Housing and Community Development Department (HCD)" clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) 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:
 1. 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 or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of 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; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. 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 in writing of the cause of the delay. If the fact shows 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.

6. Construction Costs and Requirements

- a. The amount that can be used to pay for development costs will be identified on a project-by-project basis in EXHIBIT B. In no case will this amount exceed the maximum per unit amount as defined at 24 CFR 92.250.
- b. Sand Hills Urban Development, Inc. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications, and the project budget.
- c. Sand Hills Urban Development, Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Sand Hills Urban Development, Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Sand Hills Urban Development, Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Sand Hills Urban Development, Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

SAND HILLS URBAN DEVELOPMENT, INC. MUST PROVIDE A COMPLETED SCHEDULE OF COMPLETION AS EXHIBIT C - WITH APPROPRIATE PROJECT MILESTONES WITHIN 10 TO 15 DAYS AFTER SIGNING THIS CONTRACT. THIS SCHEDULE MUST BE PROVIDED IN SUFFICIENT DETAIL TO PERMIT HCD TO MONITOR AND ASSESS PROGRESS IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. A SAMPLE SCHEDULE IS PROVIDED BELOW.



Administrative Services Committee Meeting
11/8/2022 1:20 PM
HCD_HOME Funding for Sand Hills Urban Development Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to Sand Hills Urban Development (SHUD) to construct two (2) single family units.
Background:	Housing and Community Development and Sand Hills Urban Development (SHUD) has been working together to promote affordable housing in Sand Hills Community where SHUD has already constructed numerous single family units. Sand Hills Urban Development is requesting that HCD assist in furthering affordable housing through continual partnership of providing HOME funds for the construction of two (2) additional unit. SHUD is requesting: 2821 Wheeler Road, Augusta, GA 30909: Total Request: \$ 117,000.00 2814 Hackle Street, Augusta, GA 30909: Total Request: \$ 119,250.00 The funding request is to assist with the cost associated with the construction of three single family units.
Analysis:	Approval of the contract will allow two (2) Single Family units to be constructed for low to moderate income homeowner.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 236,250.00 to assist in construction of two (2) single family unit.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME funding to Sand Hills Urban Development (SHUD) to construct two (2) single family units.
Funds are Available in the Following Accounts:	Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds. HOME Funds: 22107 3212 5225110

REVIEWED AND APPROVED BY:

Finance.
Law.
Administrator.
Clerk of Commission

AGREEMENT

BETWEEN

**CITY OF AUGUSTA, GEORGIA
AND**

CSRA ECONOMIC OPPORTUNITY AUTHORITY

\$ 139,097.27

One Hundred Thirty-Nine Thousand Ninety-Seven Dollars and 27/100

Funded by

**The United States Department of Housing and Urban Development
FISCAL YEAR 2021 HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS
PROGRAM**

This Agreement is made and entered into this ____ day of ____ by and between the City of Augusta, Georgia, a political subdivision of the State of Georgia, its successors and assigns (hereinafter the "City"), by and through the Augusta, Georgia Commission, as the Implementer of the Housing Opportunities for Persons with Aids Program (hereinafter referred to as "Grantee"), and **CSRA ECONOMIC OPPORTUNITY AUTHORITY**, (hereinafter referred to as the "Sub-recipient").,

AND

SUB RECIPIENT, its successors and assigns (hereinafter "Sub Recipient"). Witnesseth, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The Grantee and Sub Recipient hereby agree as follows:

**ARTICLE I
PREAMBLE**

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions, which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR) Part 574, relating to Housing Opportunities for Persons with Aids (HOPWA) for the purpose of allowing local discretion for the determination of needs and priorities of services to serve persons experiencing HIV/Aids.

Augusta, Georgia, as an Entitlement Grantee for the HOPWA Program, is responsible for the administration, implementation, planning and evaluation within its respective jurisdiction of the HOPWA Program and for the HUD Consolidated Plan. The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. Services which are funded by the HOPWA Program must benefit low-income persons (at or below 80 percent of area median income) that are medically diagnosed with HIV/AIDS and their families are eligible to receive HOPWA-funded assistance.

Through citizen participation workshops and the adoption of the City of Augusta Community Development Annual Plan, the citizens of the City, the Mayor and the City of Augusta, Georgia’s Board of Commissioners determined the needs and priorities of services in the City as set forth above. The Grantee desires to engage the Sub-recipient to render certain services, programs, or assistance in connection with the aforementioned undertakings of the Housing Opportunities for Persons with Aids Program.

ARTICLE II

DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein, and not otherwise defined, shall have the meaning assigned to them in this Article I

Housing Opportunities for Persons with Aids (HOPWA) Program

The term “Housing Opportunities for Persons with Aids” or “Program” shall mean that program administered by Augusta Housing and Community Development and funded by an Housing Opportunity for Persons with Aids Grant applied for by Augusta, and awarded by HUD as authorized pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.). HOPWA regulations (24 CFR 574)

Acquired immunodeficiency syndrome (AIDS) or related diseases

The term ‘HIV/Aids’ means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Department

The term “Department” shall mean the Augusta Housing and Community Development.

Grantee

The term “Grantee” shall mean Augusta, Georgia as Grantee of the Housing Opportunities for Persons with Aids Grant awarded by HUD.

HUD

The term “HUD” shall mean the U.S. Department of Housing and Urban Development.

Project

The term “Project” shall mean the project or projects set forth in Exhibit A hereto entitled “Scope of Services and Timetable.”

Low- and Moderate-Income Person

The term “Low- and Moderate-Income Person” shall mean a member of a family having an income equal to or less 80% of the median income for the area (Area Median Income or AMI), as defined by HUD

ARTICLE III
NOTICES

The Sub Recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to City of Augusta:

City of Augusta, Georgia
Attention: Hardie Davis, Jr.
Mayor
535 Telfair Street
Augusta, GA 30901

With copy to:

City of Augusta, Georgia
Attention: Hawthorne E. Welcher, Jr., Director
Housing and Community Development
510 Fenwick Street
Augusta, GA 30901

If to Sub Recipient:

CSRA Economic Opportunity Authority
Mary Harrison, Interim Executive Director
1261 Greene St, Augusta, GA 30901
Contact person: Sharon Scott
Email: sscott@csraeo.org

ARTICLE IV
GENERAL CONDITIONS

A. General Compliance

Sub Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub Recipient does not assume the Grantee's environmental responsibilities and (2) the Sub Recipient does not assume the Grantee's responsibility for initiating the review process. The Sub Recipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Sub Recipient

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub Recipient shall at all times remain an "independent Sub Recipient" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all possible unemployment benefits because Sub Recipient is an independent Sub Recipient.

C. Hold Harmless

To the fullest extent permitted by laws, statutes, rules and regulations, the Sub Recipient shall indemnify and hold harmless the Grantee, Officers, Directors, and Employees of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Sub Recipient, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

D. Insurance & Bonding

The Sub Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

Workers' Compensation Employer's Liability with limits of:

\$100,000 Each Accident

\$500,000 Disease, Policy Limit

\$100,000 Disease, Each Employee

The Sub Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. The Grantee's Recognition

The Sub Recipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Sub Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub Recipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and the Sub Recipient.

G. Performance

The Sub-recipient will be responsible for administering the **Housing Opportunity for Persons with Aids (HOPWA) Program** in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Housing Opportunities for Persons with Aids Program:

I. SCOPE OF SERVICES

Activities

Eligibility Categories	DESCRIPTION
STRMU	Clients will be provided with case management services and provided with short-term rent, mortgage, and utility payment assistance to prevent homelessness.
PHP	Assist clients with permanent housing placing by providing assistance with rent, utilities, and/or application fees.
TBRA	Clients will be provided with case management services, individualized housing counseling, and will receive rental assistance to help with monthly rental costs to prevent homelessness.
S. SERVICE	Clients will receive case management services and an intake assessment to determine the client's needs and/or barriers. Supportive services will be provided to assist the client housing stability. (examples: health services-limited, daycare, drug and alcohol abuse treatment/counseling, nutritional services, etc.)
C. MANAGEMENT	Individualized Housing Counseling to include implementation of a housing plan, household budget, and an intake assessment to better understand the client's needs and barriers.

Program Delivery

AGENCY LOCATION:
1261 Greene St, Augusta, GA 30901

AGENCY HOURS OF SERVICE:
Monday – Friday; 8:30 am- 5:00 pm

General Administration

The Board of Directors manages the Sub-recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

Homeless Clientele

Sub-recipient will meet the requirements provided for in the regulations by requiring information on services to persons meeting the definition(s) of homeless as stated in the HOPWA Regulations. This information will be used to ensure that clients are eligible recipients of services provided.

LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sub-recipient agrees to provide the following levels of program services:

Eligibility Categories	Clients per Month	Total Clients/Year
Permanent Housing Placement	1	10
Tenant Based Rental Assistance	2	10
Short Term Rental Mortgage and Utilities	2	24
Supportive Services/ Case Management	All clients served will receive CM	All clients served will receive CM
TOTAL	5	44

STAFFING

Case Manager-\$16.00 per hour for 30 hours per week \$480.00 per week.

Performance Monitoring

The Sub-recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub-recipient's compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub-recipient's projected Project schedule, budget, and output with its actual performance. **For Sub-recipients providing services to homeless persons or persons at risk of homelessness, participation in the local HMIS will be monitored in accordance with the policies established by the local Continuum of Care.** Upon request, the Sub-recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub-recipient shall

submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub-recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If Sub-recipient does not take corrective action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

TIME OF PERFORMANCE

Services of the Sub-recipient shall start on **November 2022** and end **December 31, 2023**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of HOPWA funds or other HOPWA assets, including program income.

H. Method of Payment

The Grantee agrees to pay the Sub Recipient at the end of each Quarter based on the submission and approval of the Sub Recipient's Quarterly Reimbursement Requests. Reimbursement Requests will be processed within thirty (30) days of receipt of complete and accurate submissions and upon verification of supporting documentation and Quarterly Reports.

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **One Hundred Thirty-Nine Thousand Ninety-Seven Dollars and 27/100 (\$139,097.27)**. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph I. below, and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph I., and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-recipient is also responsible for submitting to the Grantee each of the following: (i) Quarterly progress reports, (ii) time sheets (if applicable), (iii) mileage documentation (if applicable), (iv) invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

I. Budget

Tenant Based Rental Assistance (TBRA)

Budget Information Summary	Activity Expenses	Activity Income (PI from rents)
RENT	65,000.00	
UTILITY		
SUPPLIES		
SALARY		
OPERATION		
TOTAL	65,000.00	

Short-Term Rent, Mortgage, Utilities Assistance (STRMU)

Budget Information Summary	Activity Expenses	Activity Income (PI from rents)
STRMU ASSISTANCE	29,000.00	
STAFF SALARIES/BENEFITS		
TRANSPORTATION		
OPERATION		
TOTAL	29,000.00	

Permanent Housing Placement

Budget Information Summary	Activity Expenses	Activity Income (PI from rents)
RENT & UTILITY DEPOSITS	6,000.00	
SUPPLIES		
SALARY		
RENTAL APPLICATION		
OPERATION		
TOTAL	6,000.00	

Supportive Services

Budget Information Summary	Activity Expenses	Activity Income (PI from rents)
CASE MANAGEMENT	39,097.27	
TOTAL	39,097.27	

Administration Cost 7%

Budget Information Summary	Activity Expenses	Activity Income (PI from rents)
Supplies		
Office Equipment		
Insurance		
Other Expenses		
TOTAL		

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of Housing and Community Development Department and the Augusta, Georgia

Commission.

J. Suspension or Termination

The Grantee may terminate this Agreement at any time by giving written notice to the Sub Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination.

The Sub Recipient may terminate this Agreement at any time by giving written notice to the County of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination

ARTICLE IV **PERSONNEL & PARTICIPANT CONDITIONS**

A. Civil Rights

1. Compliance

- a) The Sub Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub Recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub Recipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all Sub Recipients will be notified of the policy provisions.

2. Nondiscrimination

The Sub Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 (**HCDA**) are still applicable.

3. Section 504

The Sub Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub Recipient to assist in the formulation of such program. The Sub Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee; state that it is an Equal Opportunity or Affirmative Action employer.

4. Conflict of Interest

The Sub Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-Recipient, or any designated public agency.

5. Lobbying

The Sub Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE V
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE VI
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE VII
WAIVER

The Grantee's failure to act with respect to a breach by the Sub Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE VIII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub Recipient with respect to this Agreement.

ARTICLE IX
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in City of Augusta.

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

ARTICLE XVII: COUNTERPARTS

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

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

ATTEST: AUGUSTA, GEORGIA
(Grantee)

Approved as to Form By (please initial here):

By: _____
Augusta, GA Law Department

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

Date: _____

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

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

Date: _____

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: CSRA Economic Opportunity Authority
(Sub-recipient)

By: _____

Date: _____

By: _____

Date: _____

By: _____
Witness

Date: _____

SEAL

EXHIBIT “A”
SUB-RECIPIENT ACKNOWLEDGEMENT

“Sub-recipient 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 Commissioners and approval of the Mayor. Under Georgia law, Sub-recipient is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Sub-recipient's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Sub-recipient may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Sub-recipient agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Sub-recipient provides goods or services to Augusta, Georgia in excess of the 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 Sub-recipient. Sub-recipient assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives and 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

EXHIBIT “B”
E-VERIFY

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

EXHIBIT "C"

PROGRAM REQUIREMENTS

Sub-recipient shall operate this project funded through Augusta Georgia's Housing Opportunities for Persons with Aids Grant Program according to the following guidelines:

1. Accounting and related records of Sub-recipient shall at a minimum include the following:
 - a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports and requisitions.
 - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
 - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
 - d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
 - e. Attendance Certification - Attendance records shall be maintained for all personnel paid with HOPWA funds. Attendance and Pay shall be certified by both the employee and their immediate supervisor. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
 - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the Grantee.
 - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-recipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes. Bank statements showing the disbursement of payroll shall be added to all salary pay requests.
 - h. Petty Cash - Sub-recipient is encouraged to use an impress or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOPWA funds are used as petty cash.
 - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-recipient is obligated to conform to the more restrictive practices and

procedures. It is recommended that Sub-recipient use a formal pre-numbered purchase order system where possible and applicable.

- j. Inventories - Sub-recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with HOPWA funds.
 - k. Property Records - Sub-recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.
2. All projects accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.
 3. Sub-recipient should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the Grantee's staff, HUD officials and others who may be authorized to examine such records.
 4. REPORT SCHEDULE
Reports are to be submitted through Neighborly to the Department by the 15th of the month in which it is due.

REPORT	DUE	PERIOD COVERED
CAPER Report	March 1 st after end of grant period	Grant Period (January 1, 2020 – January 2021)
Audit	30 days after receipt of Audit Report	Sub-recipient's audit period
Self Sufficiency Plan	When applicant leaves the program	The applicant's assistance period
Termination Notice	Monthly, if applicant is terminated from program	The applicant's assistance period

EXHIBIT "D"
ADMINISTRATIVE REQUIREMENTS

A. Continuum of Care Participation (24 § 576.400)

As mandated by HUD, sub-recipients must be a member of the local Continuum of Care (CoC) to ensure proper coordination of services and service providers. New members must have applied for membership and be actively participating in the monthly CoC meetings and CoC subcommittee meetings.

B. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21 through 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(a) Sub-recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the Grantee under this Agreement.

(b) Sub-recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(c) All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities as specifically outlined in this Agreement. The Sub-recipient shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-recipient does not comply with the conditions and timetables, or if the Sub-recipient ceases to exist or provide the services for which the Grant was made, the Sub-recipient shall not be eligible to participate" or "shall not be allowed to be responsible for" another HOPWA eligible project, and the Sub-recipient shall be in default. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement, or available under applicable Federal, State or Local law.

C. Documentation and Recordkeeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.65, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to the following:

- a. All accounts, property and personnel records as deemed necessary by Grantee to ensure proper accounting of all project funds and compliance with this Agreement.
- b. Records required to determine the homeless eligibility of persons provided services;
- c. For Homeless Prevention activities, records to document persons “at risk” of being homeless;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOPWA assistance;
- e. Financial records as required by 24 CFR 84.21 through 28.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported upon for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited, which have commenced prior to the expiration of the five-year period, such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided and certification of “homelessness”. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Homelessness certifications must be well documented and all income information must be provided. If it is found that proper documentation is not provided, the sub-recipient may face repayment penalties.

Additionally, for sub-recipients providing services to homeless persons or persons at risk of homelessness, participation in the local HMIS in accordance with the policies established by the local Continuum of Care is mandated as a condition of compliance with this agreement.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and confidential, and the use or disclosure of such information, when not directly

connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

Additionally, Sub-recipients providing services to homeless persons or persons at risk of homelessness, agree to adhere to the policies of the local Continuum of Care concerning Data privacy, System security, and Client confidentiality as part of their participation in the local HMIS.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all Closeout requirements are completed. Activities during this closeout period shall include, but are not limited to the following: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over HOPWA funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another HOPWA eligible project.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by the Sub-recipient within thirty (30) days after receipt of notice by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements shall constitute a violation of this Agreement, and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

All Shelters must provide inspection reports at the time of contract execution to show compliance with 24 § 576.500(j)- Shelter and Housing Standards.

Forms

1. Reimbursement Request, Checklist & Itemization
2. Income Calculator – HUDEXchange.info
3. Monthly Progress Report “Exhibit E”
4. Annual Performance Report “Exhibit F”
5. FY 2019 Income Limits
6. Time Sheet (Use if applicable)
7. Bid Tabulation (Use if applicable)
8. Quote Tabulation (Use if applicable)
9. Travel Log (Use if applicable)
10. Inventory Form (Use if applicable)



CDIC
PO Box 90
Graniteville, SC 29829

Community - Development - Improvement

August 30, 2022

Hawthorne E. Welcher, Executive Director
Augusta Housing & Economic Dev. Corp
510 Fenwick Street
Augusta, GA 30901

Dear Mr. Welcher,

The Community Development and Improvement Corporation would like to express its sincere appreciation to the City of Augusta for providing the opportunity to operate the Housing Opportunities for Persons With Aids (HOPWA) Program. However, with deepest regret our agency is hereby submitting its Letter of Release to relinquish its operations of the HOPWA Program. Please accept this letter as a 30-day notice of separation, with an effective dissolution date of September 30, 2022. Our agency will work with the City of Augusta to ensure a smooth transition of services.

For additional information please feel free to contact me at 803-617-7978 or Nikia Carter, Director of Human Resources and Operations at 803-617-7982.

Sincerely,

Chanosha Lawton,
Chief Executive Officer



Administrative Services Committee Meeting
11/8/2022 1:20 PM

**HCD_Transfer 2021 HOPWA Funding from Community Development Improvement Corporation to CSRA
Economic Opportunity Authority to serve Aiken/Edgefield Counties, South Carolina**

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to transfer 2021 HOPWA funding from Community Development Improvement Corporation to CSRA Economic Opportunity Authority to provide service to residents in Aiken/Edgefield Counties, South Carolina.
Background:	Community Development Improvement Corporation(CDIC) provided to Housing and Community Development (HDC) a Letter of Release on August 31, 2022. Within this request CDIC gave a 30-day separation notice. Once this notice was received, HCD immediately moved forward to locate an agency to provide HOPWA Services in the Aiken/Edgefield Counties area. After some discussion, CSRA Economic Opportunity Authority (CSRA EOA) agreed to accept the opportunity to provide HOPWA services to the residents in the area. Discussions and budgets have been discussed and agreed upon with CSRA EOA and HCD. HCD is requesting that the remaining funding from CDIC be transferred to CSRA EOA. Funding is currently available and would transfer to CSRA.
Analysis:	Approval of the contract will allow CSRA Economic Opportunity Authority to provide HOPWA Services to residents in Aiken/Edgefield Counties, South Carolina.
Financial Impact:	HCD will utilize Housing Opportunities for Persons with Aids (HOPWA) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 139,097.27 to provide HOPWA services to Aiken/Edgefield Counties, South Carolina.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to transfer 2021 HOPWA funding from Community Development Improvement Corporation to CSRA Economic Opportunity Authority to provide service to residents in Aiken/Edgefield Counties, South Carolina.

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

Housing and Urban Development (HUD) Funds: Housing Opportunity for
Persons With Aids (HOPWA) funds. HOPWA Funds: 22107 3213

REVIEWED AND APPROVED BY:

Finance.

Law.

Administrator.

Clerk of Commission



Administrative Services Committee Meeting Commission Chamber - 10/25/2022

ATTENDANCE:

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

ADMINISTRATIVE SERVICES

1. Motion to approve the following annual bid items due to annual purchases for this bid is estimated to exceed \$25,000.00. Annual Bid Item
23-034 Inspection of Shop Equipment.
23-058 Erosion & Sedimentation Control.
23-103 Gates, Hoses & Fittings for Engineering and Environmental Services.
23-036 Batteries for Sheriff's Office.
23-011 Chemicals - Utilities Department.
The recommendation of award is for one (1) 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.	Commissioner Sean Frantom	Commissioner Bobby Williams	Passes

2. Motion to approve Housing and Community Development Department's (HCD's) request to transfer budget funds of \$50,000 from object code 5111110 to object code 5239112 temporary workforce expenditures.
- Item Action:**
Approved

Motions

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

3. Motion to approve the minutes of the Administrative Services Committee held on October 11, 2022.
- 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 Bobby
Williams

4. Motion to approve the execution of the attached MOU in the amount of \$1M to the Augusta Georgia Land Bank.

**Item
Action:
Approved**

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve. Motion Passes 3-1.	Commissioner Bobby Williams	Commissioner Ben Hasan	Passes

www.augustaga.gov



Administrative Services Committee Meeting
11/8/2022 1:20 PM
Minutes

Department:

Presenter:

Caption: Motion to approve the minutes of the Administrative Services Committee held on October 25, 2022.

Background:

Analysis:

Financial Impact:

Alternatives:

Recommendation:

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

REVIEWED AND APPROVED BY:



Administrative Services Committee Meeting
11/8/2022 1:20 PM
Moratorium of Pay and Classification

Department:	Administrator's Office
Presenter:	Takiyah A. Douse
Caption:	Motion to approve a moratorium on select requests for personnel action, effective November 8, 2022. (Approved by Administrative Services Committee November 11, 2022)
Background:	RFP #22-1550 was advertised to solicit consultants interested in completing a compensation and classification study to begin in January 2023. To ensure accuracy of the study results and effective implementation, all compensation and classification related data included in the study must remain current. To accomplish this task, effective November 8, 2022, it is recommended that the Augusta, GA Commission impose a moratorium of select compensation and classification requests for personnel actions. The moratorium will be in effect until implementation of study results is approved by the Augusta Commission. This moratorium will not interfere with our normal onboarding process, promotions, transfers, or separations from Augusta, GA employment; however, RPAs should not be submitted for the following actions until further notice. Rate of Pay (extenuating circumstances regarding increases on primary salary) Reclassification (upgrades/downgrades, job title changes, reorganizations) New Positions
Analysis:	Instituting a moratorium on pay and classification changes during the assessment phase of a compensation and classification study is an industry standard practice.
Financial Impact:	None
Alternatives:	Do not approve a moratorium on select requests for personnel action, effective November 8, 2022.
Recommendation:	Motion to approve a moratorium on select requests for personnel action, effective November 8, 2022.

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

REVIEWED AND APPROVED BY:

Clerk of Commission

MASTER CONSULTING AGREEMENT

THIS MASTER CONSULTING AGREEMENT (the “MCA” and together with any Statement of Work(s) (“SOW”) issued hereunder, the “Agreement”) between **The Segal Group, Inc.**, a Delaware corporation, with its principal place of business at 333 West 34th Street, New York, New York 10001-2402, on behalf of itself and its operating subsidiaries and its affiliates¹, (collectively, “Segal”), and **Augusta, Georgia**, with its principal place of business at 535 Telfair Street, Room 605, Augusta, Georgia 30901, United States (“Client”) is made effective as of _____ (the “Effective Date”). Segal and Client will also be referred to herein individually as a “Party” and jointly as the “Parties”.

1. Services.

- (a) **Services.** Segal will provide certain employee benefits consulting and related services to Client (“Services”) as set forth in one or more SOWs, a form of which is attached hereto, signed by both Parties. The execution of an SOW by any of Segal’s affiliates, specifically referencing this Agreement, is an agreement by and between the applicable Segal entity and Client. Each SOW is subject to and incorporates the terms and conditions of this MCA by reference. For the avoidance of doubt, this Agreement does not cover (i) investment consulting and advisory services provided by Segal Advisors, Inc. (d/b/a/ Segal Marco Advisors) or (ii) specialized insurance brokerage and related services provided by Segal Select Insurance Services, Inc.
- (b) **Standard of Care.** All Services rendered under this Agreement will be performed by competent personnel with at least the same degree of care and skill exercised by reputable providers of similar services and in accordance with all applicable laws, regulations and professional standards. Segal’s Services do not include rendering legal, tax or accounting advice or the acceptance of fiduciary responsibility under the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder (“ERISA”) or other laws. Client acknowledges and agrees that Segal will not have any liability or responsibility whatsoever for (i) the acts or omissions of Client’s employees, agents and other service providers (whether current or past), (ii) Client’s condition or status prior to Segal’s retention as a service provider, (iii) the long-term impact of such acts, omissions, condition or status, or (iv) the veracity or accuracy of data received from or on behalf of Client.

2. Term and Termination.

- (a) **Term.** The term of this Agreement will commence on the Effective Date and continue in effect until _____, **2023** (the “Initial Term”), unless earlier

¹ This agreement governs services provided by the following legal entities: The Segal Company (Eastern States), Inc. (EIN: 13-1835864), a New York corporation; The Segal Company (Southeast), Inc. (EIN: 13-2619259), a Georgia corporation; The Segal Company (Midwest), Inc. (EIN: 13-1975125), an Illinois corporation; The Segal Company (Western States), Inc. (EIN: 94-1503999), a Maryland corporation and The Segal Company, Ltd. (EIN: 13-2776405), a Michigan corporation, authorized to conduct business in Canada.

terminated by a Party in accordance with Section 2(b) of this Agreement. There will be an option to extend for three (3) additional, one-year terms upon mutual consent of the Parties. Notwithstanding the foregoing, should any SOW entered into during the Initial Term or any renewal or extension term require Services to be performed beyond the expiration or termination of this MCA, the terms of this Agreement shall remain in full force and effect until the expiration or termination of such SOW.

- (b) **Termination.** Either Party may terminate this MCA or any SOW upon at least sixty (60) calendar days' written notice, or such shorter period as may be required by applicable law or as set forth in an SOW. Upon termination of this Agreement, the Parties agree and understand that any corresponding business associate agreements (each a "BAA") and/or personal information processing agreements (each a "PIPA") shall terminate under the same terms, subject to any data retention, return and destruction provisions contained therein.

3. Fees and Expenses

- (a) **Fees.** Segal's fee for the Services will be set forth in the applicable SOW.
- (b) **Expenses.** Client will reimburse Segal for any reasonable expenses incurred in connection with providing the Services, unless otherwise expressly set forth in an SOW. Client acknowledges that Segal's fees do not contemplate expenses incurred in connection Segal's requested or compelled participation in disputes, investigations, arbitrations, litigation or other dispute resolution proceedings (each an "Action") as a result of its relationship with Client, such as Segal time spent and costs incurred in connection with: responding to subpoenas and other document requests; preparing for testimony and testifying; or engaging in motion practice as a result of Client's acts or omissions.
- (c) **Invoices and Payment.** Unless otherwise set forth in the applicable SOW, Segal will bill ongoing annual retainer fees quarterly in advance and hourly-time charges monthly in arrears. Segal will bill for permitted expenses incurred as soon as practicable. All sums are payable in United States dollars. All undisputed invoices (or portions thereof) will be paid by Client within thirty (30) days of receipt by electronic funds transfer (e.g. ACH or wire) in immediately available funds, as specified in the applicable invoice. If, within forty-five (45) days of the invoice date, Segal has not received payment for any undisputed fees or expenses payable hereunder, Segal may terminate this Agreement. Upon termination of this Agreement, Segal will be compensated for all work performed up until the date of Termination.
- (d) **Indirect Compensation.**
 - (i) **General.** Other than commissions from the placement of insurance policies, as described below and set forth in the SOW, Segal does not anticipate receiving indirect compensation in connection with providing Services under this Agreement.

- (ii) **Insurance Commissions.** Segal is a licensed insurance producer. In the course of providing Services related to health and welfare plans or benefits, the Client may appoint Segal as its broker of record and Segal may place insurance policies for Client. Acting in this capacity and consistent with applicable law, Segal may earn commissions from the placement of insurance policies. Prior to placing any commission-bearing insurance policy on Client's behalf, the Parties will enter into an additional compensation disclosure agreement describing all compensation paid or payable to Segal in connection with Client's purchase of insurance. If this Agreement is terminated or Client removes Segal as its broker of record, consistent with applicable insurance law, Segal will retain all commissions received prior to the date of termination or removal.

Segal also participates in contingent compensation programs with insurance carriers, which may result in additional compensation to Segal from the Client's insurance carrier(s). Segal has established procedures to prevent its participation in any contingent compensation programs from influencing the neutrality in recommending insurance products and uses such contingent compensation to offset firm-wide operating expenses and improve client support services.

(e) **ERISA Acknowledgements.**

- (i) **Client Fiduciary Authority.** If Client is an employee benefit plan, each person(s) signing this Agreement is doing so in his/her capacity as representative or agent of the plan's "Named Fiduciary" (as defined by ERISA). The Named Fiduciary acknowledges that it has sole authority to select the plan's service providers and has responsibility to determine whether the service arrangements, including compensation paid, are reasonable.

- (ii) **ERISA Fee Disclosures.**

- (1) *Health and Welfare Plans.* Segal acknowledges that it is a "covered service provider" within the meaning of Section 408(b)(2) of ERISA when providing Services to health and welfare plans and will disclose any fees and other compensation it receives in accordance with the requirements of with ERISA Section 408(b)(2). This Agreement describes the Services and Segal's direct compensation for Services. If Segal receives any indirect compensation (as described in Section 3(d) above), Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The Named Fiduciary agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

- (2) **Pension Plans.** If Segal receives any indirect compensation in connection with providing services to pension plans, it will be a “covered service provider” within the meaning of Section 408(b)(2) of ERISA and will disclose any fees and other compensation it receives in accordance with the requirements of ERISA Section 408(b)(2). This Agreement describes the Services and Segal’s direct compensation for Services. If Segal receives any indirect compensation (as described in Section 3(d) above), Segal will provide an annual statement describing the indirect compensation it received in the previous plan year. The Named Fiduciary agrees and acknowledges that it has received a copy of this Agreement for review reasonably in advance of entering into this Agreement and that the designation of Segal as a service provider, and any other transactions contemplated by this Agreement, are consistent with and permissible under the plan documents.

A copy of Segal’s firm-wide ERISA Section 408(b)(2) fee disclosure is available at <http://www.segalco.com/disclosure-of-compensation>.

4. Information and Ownership.

- (a) **Client Information.** Client agrees to supply to Segal (either directly or through Client’s agents and representatives) on a timely basis all of the data, documentation and information (e.g., current plan design and plan documents, information concerning all plan participants and beneficiaries) reasonably needed by Segal to perform the Services (“Client Information”), in a usable format. If Client Information is not provided in a usable format, Segal may charge Client for actual costs incurred in converting it to a usable a format. Segal will have the right to reasonably rely on the accuracy and completeness of Client Information and will have no responsibility for independently verifying or checking Client Information for accuracy or completeness. Client will notify Segal promptly upon gaining knowledge of any material change to Client Information. Client acknowledges and agrees that Segal shall have no liability for errors resulting from latent defects in Client Information or Client’s failure to notify Segal of changes to Client Information.
- (b) **Ownership of Client Information.** Client Information is and will remain the sole and exclusive property of Client. In addition to the Services, Segal is authorized to use Client Information for internal purposes and may aggregate Client Information with other data collected by Segal and distribute such data, or analysis of such data, to third parties, provided such distributed data does not identify Client or any Client participants or beneficiaries. Further, Segal is expressly authorized to include Client’s name and logo/trademark in a list of representative clients for marketing and/or sales purposes. For the avoidance of doubt, Segal will not sell or otherwise receive remuneration for Client Information or materials derived from Client Information.
- (c) **Ownership of Deliverables.** Client acknowledges that, in providing the Services, Segal will distribute or make available certain proprietary materials (“Segal’s

Proprietary Information”), including, but not limited to, publications, software, know-how, techniques, methodologies and report formats. Except to the extent that they are or incorporate Segal’s Proprietary Information, all documents, data, and other tangible materials authored or prepared and delivered by Segal to Client under the terms of this Agreement (collectively, the “Deliverables”), are the sole and exclusive property of Client, once paid for by Client. To the extent that Segal’s Proprietary Information is incorporated into such Deliverables, Client will have a perpetual, fully paid, non-exclusive, non-transferable and non-sublicensable right to use, copy, and modify Segal’s Proprietary Information as part of the Deliverables internally and for their intended purpose. Segal will not have any responsibility or liability for use of any Deliverable in any manner other than for the intended purpose.

5. Confidentiality and Data Privacy.

- (a) **Confidential Information.** Confidential Information includes (i) Client Information; (ii) Segal’s Proprietary Information; and (iii) any other information clearly identified by a Party as confidential at the time of disclosure or that a reasonable person should understand to be confidential or proprietary in nature.

Confidential Information will not include information which: (i) is or becomes a part of the public domain through no fault of the receiving Party; (ii) was in the receiving Party’s lawful possession prior to the disclosure; (iii) is disclosed by the disclosing Party without restriction on disclosure; (iv) is independently developed by the receiving Party without reliance on the disclosing Party’s Confidential Information; (v) is required to enforce a Party’s rights hereunder; or (vi) is required to be disclosed by a governmental authority or pursuant to a subpoena, provided that to the extent not prohibited by applicable law, the receiving Party gives the disclosing Party a reasonable opportunity to contest the disclosure and/or seek any available protections for the Confidential Information.

- (b) **Obligations Related to Confidential Information.** With respect to a disclosing Party’s Confidential Information, the receiving Party agrees to:

- (i) Not use or disclose Confidential Information for any reason other than the reason it was disclosed or as otherwise permitted by this Agreement (the “Purpose”), without the express permission of the disclosing Party;
- (ii) Not misappropriate or use Confidential Information in order to intentionally damage the disclosing Party’s business or reputation or otherwise gain a competitive advantage over the disclosing Party;
- (iii) Only disclose, or otherwise make available, Confidential Information to those of its affiliates, officers, employees and agents (“Representatives”) who have a legitimate need to know the Confidential Information in furtherance of the Purpose and have been made aware of the obligations of this Agreement and their responsibility for complying with those obligations. The receiving Party acknowledges that it is fully responsible for a breach of this Agreement by its Representatives;

- (iv) Notify the disclosing Party promptly upon becoming aware of any unauthorized use, disclosure or release of Confidential Information of which it is aware.
 - (v) Segal acknowledges that this Agreement and certain documentation that Client may receive may be subject to the Georgia Open Records Act (OCGA §50-18-70, et seq.) (hereinafter the “Act”). Segal shall cooperate in a commercially reasonable manner in responding to such requests and shall make relevant non-exempt records that may be in its possession as defined in, and which are subject to the Act, available for inspection and copying as required under the Act. Confidential and Proprietary documentation and/or information that Client may receive from the Segal shall be marked as such and shall attach an affidavit attesting to the confidential and proprietary nature of the documentation and/or information, and shall be subject to the relevant exclusions pursuant to the Act.
- (c) **Cybersecurity.** Segal maintains procedures, consistent with industry standards and as required by law, to ensure the security of all data maintained on Segal’s information technology systems. In addition, Segal maintains a reasonable and appropriate business continuity/disaster recovery program. Segal agrees to provide Client with any information Client reasonably requests related to Segal’s information security protocols and disaster recovery program, provided that such information will be treated by Client as Confidential Information and not disclosed to any third party without Segal’s consent.
- (d) **Personal Information.** Segal acknowledges that Client Information may include personally identifiable information (“PII”) related to Client’s employees and/or participants and beneficiaries under Client’s sponsored employee benefit plans, including, but not limited to Personal Information (“PI”), as such term is defined in the California Consumer Privacy Act of 2018 (“CCPA”), as amended, and Protected Health Information (“PHI”), as such term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the American Recovery and Reinvestment Act of 2009 (“ARRA”) (together “HIPAA”), and the regulations promulgated thereunder (the “HIPAA Rules”). Prior to Segal’s receipt of PII, PHI, or PI, the Parties will enter into a BAA and/or a PIPA that set out the additional terms, requirements, and conditions on which Segal will obtain, handle, process, disclose, transfer, or store PII when providing services under this Agreement. The PIPA and/or BAA will be attached to this Agreement. In the event of any conflict or ambiguity between:
- (i) any provision contained in this Agreement, including any attachments, amendments or addendums thereto, and any provision contained in the body of any PIPA, the provision in the body of the PIPA will prevail;
 - (ii) any provision contained in this Agreement or the PIPA, including any attachments, amendments or addendums thereto, and any provision contained in the body of any separately executed BAA between the

Parties, the provision in the body of such BAA will prevail with respect to PHI.

6. Liability and Insurance.

(a) Force Majeure. Neither Party will be liable for or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any Force Majeure Event or other cause or condition beyond its reasonable control, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance. For purposes of this Agreement, "Force Majeure Event" includes, but is not limited to, an act of God, war (whether or not actually declared), armed conflict or the serious threat of the same, hostility, blockade, military embargo, sabotage, insurrection, rebellion, act of a public enemy, riot or other act of civil disobedience, governmental act, judicial action, explosion, act of terrorism or threat thereof (including cyberterrorism), natural disaster (including without limitation asteroid strikes or volcanic activity), violent storm (including without limitation hurricanes, tornados or blizzards), atmospheric disturbance (including without limitation geomagnetic storm, solar flare or sun outage with respect to electricity grids, transformers and satellite transmissions), destruction by lightning, fire, earthquake, tsunami, flood, plague, epidemic, pan-epidemic, quarantine, civil commotion, strike or lockout or labor dispute (excluding for the avoidance of doubt strikes of Segal's staff), satellite malfunction, prolonged internet outage, communications line failure or power failure.

(b) Remedies. SEGAL WILL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, WHETHER IN CONTRACT OR IN TORT, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR COSTS (WHETHER OR NOT SEGAL HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF SUCH DAMAGES), OR FOR ANY LOST PROFITS, APPRECIATION, EARNINGS, OR SAVINGS, OR FOR ANY CLAIMS AGAINST CLIENT BY ANY OTHER PARTY.

SEGAL'S LIABILITY FOR DIRECT DAMAGES INCURRED BY CLIENT WILL NOT EXCEED THE FEES PAID TO SEGAL DURING THE PRECEDING TWELVE-MONTH PERIOD.

NOTHING IN THIS SECTION WILL ACT TO RELIEVE SEGAL FROM ANY RESPONSIBILITY, LIABILITY OR DUTY WHICH SEGAL MAY NOT DISCLAIM UNDER APPLICABLE FEDERAL OR STATE LAWS, INCLUDING ERISA.

(c) Insurance. Segal shall provide a certificate of insurance showing the required coverages in such amounts and in the manner required by Exhibit II of RFP # 22-1550.

7. Indemnification. Segal shall indemnify and hold harmless the Client, its directors, officers, agents, employees and Affiliates against and in respect of any and all damages, losses, liabilities, claims and expenses (including reasonable attorney fee) to the extent

resulting from Segal's gross negligence, willful misconduct or fraud in the performance of Services. The aforesaid clause shall survive the termination of this Agreement.

Subject to the provision of the agreement Client shall not violate intentionally or unintentionally any applicable local, state, national or international laws or regulations in connection with the Services, including but not limited to those related to intellectual property, privacy or security.

- 8. Notices.** Any notices or other communications under this Agreement will be in writing and will be given to the Parties at the addresses set forth below:

If to Client, to:

Augusta, Georgia
535 Telfair Street
Room 605
Augusta, Georgia 30901
United States
Attention: Anita Rookard
arookard@augustaga.gov

Copy to:

Augusta Law Department
c/o General Counsel
535 Telfair Street, Building 3000
Augusta, Georgia 30901

If to Segal, to:

The Segal Group
333 West 34th Street
New York, New York 10001
United States
Attention: General Counsel
Contract_Notice@segalco.com

Copy to:

Patrick Bracken
pbracken@segalco.com

Notices will be deemed to have been received upon the earlier of actual receipt thereof or, with respect to delivery (i) by electronic mail, upon confirmation of receipt, whether telephonically or by electronic transmission; (ii) by overnight courier or overnight express mail, the next business day following delivery to such overnight courier or the U.S. Postal Service; and (ii) by mail, the fifth business day following such delivery to the U.S. Postal Service. Any Party may change the contact information above by written notice to the other.

9. **Dispute Resolution; Governing Law; Waiver of Jury Trial.** If any controversy, dispute, or claim arises between the parties with respect to this Agreement, the parties shall make good faith efforts to resolve such matters informally.. Except to the extent superseded by federal law, the validity, interpretation, enforceability, and performance of this Agreement will be governed by the laws of the State of Georgia. Unless otherwise agreed by the Parties, any dispute, controversy or claim arising out of or to enforce the terms of this Agreement may only be brought in the appropriate federal or state court in the State of Georgia, Richmond County. **THE PARTIES AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF THIS AGREEMENT.**

10. **General**

(a) **Entire Agreement; Modification of Agreement.** This MCA, the applicable SOW(s), RFP # 22-1550, and Segal's Proposal to RFP # 22-1550 constitute the entire agreement between the Parties regarding the furnishing of the Services and supersedes all prior oral or written understandings between the Parties. Neither party has relied on any promises, representations, or warranties except as expressly set forth in this Agreement. No modification or amendment hereto will be valid unless it is in writing and signed by the Parties. This Agreement may only be modified by a written amendment signed by an authorized representative of each Party. Segal acknowledges that this Agreement 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 Client's Board of Commissioners and approval of the Mayor. Under Georgia law, Segal is deemed to possess knowledge concerning Client's ability to assume contractual obligations and the consequences of Segal's provision of goods or services to Client under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Segal may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Segal agrees that if it provides goods or services to Client under a contract that has not received proper legislative authorization or if Segal provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Client's Charter and Code, Client may withhold payment for any unauthorized goods or services provided by Segal. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to Client, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Client, 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.

(b) **Assignment of the Agreement.** A Party may only assign this Agreement with the other Party's prior written consent, except that either party may assign this Agreement: (i) to any of its affiliates or subsidiaries (whether existing now or in the future); (ii) in connection with the transfer or sale of all or substantially all of its assets or business or business to which this Agreement relates or (iii) its merger or consolidation with another company. No assignment will discharge a party from its obligations or duties under **Section 4 (Information and Ownership)**, **Section 5 (Confidentiality and Data Privacy)** and **Section 6**

(Liability and Insurance) of this Agreement. This Agreement will be binding upon both Parties hereto, and their respective successors and assigns.

- (c) **Subcontractors and Sub-advisers.** Client understands and agrees that Segal may, from time to time, consult with or receive services from subcontractors in connection with providing the Services under this Agreement.
- (d) **Non-Solicitation.** While this Agreement is in effect and for eighteen (18) months thereafter, Client agrees to not directly solicit for employment any Segal employees directly involved in providing any Services or otherwise induce such individuals to terminate their relationship with Segal. The preceding sentence will not prohibit Client from considering for employment any Segal employee or former employee who (i) seeks employment with Client in response to a general advertisement by Client or (ii) is identified in the course of employment searches by an independent third party retained by Client (so long as the search is not directed toward Segal's employees).
- (e) **Survival of Terms.** The provisions of **Section 4 (Information and Ownership)**, **Section 5 (Confidentiality and Data Privacy)**, **Section 6 (Liability and Insurance)**, **Section 8 (Dispute Resolution; Governing Law; Waiver of Jury Trial)** and **Section 9 (General)** will survive the termination of this Agreement.
- (f) **Severability and Waiver.** If any provision of this Agreement is found to be illegal or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect. No consent to or waiver of any default hereunder will be effective unless in writing and no such consent or waiver will be construed as a consent to or waiver of any default in the future or of any other default hereunder.
- (g) **Authority to Enter Agreement.**
 - (i) Segal represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf; (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all applicable law and regulation related to its performance pursuant to the terms of this Agreement.
 - (ii) Client represents and warrants that: (A) it has all necessary power and authority to enter into this Agreement; (B) the person signing has been duly authorized to execute this Agreement on its behalf, (C) the execution and delivery of this Agreement and any action contemplated herein does not conflict with, or violate, any provision of law, rule or regulation, contract, deed of trust or other instrument to which it is a party or otherwise bound; (D) this Agreement is a valid and binding contract enforceable against it; and (E) to its knowledge, it is in compliance with all

applicable law and regulation related to its performance pursuant to the terms of this Agreement.

- (h) **No Third Party Beneficiaries.** This Agreement (and any amendment or addendum thereto) is made and entered into solely for the benefit and protection of the Parties hereto, their successors and permitted assigns, and does not confer any rights or privileges upon any third parties, including any participant or beneficiary of Client.
- (i) **Independent Contractors.** Nothing in this Agreement shall make Segal and Client partners, joint venturers, or otherwise associated in or with the business of the other. Segal is and shall always remain an independent contractor. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities of the other Party, its agents, or employees. The Parties are not authorized to incur debts or obligations of any kind, on the part of or as agent for the other except as may specifically be authorized in writing. This Agreement shall not be construed to make either Party the agent or legal representative of the other Party for any purpose whatsoever, and neither Party is granted any right or authority to assume or create any obligations for, on behalf of, or in the name of the other Party.
- (j) **Prohibition on Contingent Fees.** Segal 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 Segal for the purpose of securing business and that Segal has not received any non-Client fee related to this Agreement without the prior written consent of Client. For breach or violation of this warranty, Client shall have the right to terminate this Agreement pursuant to this Section or at its discretion to deduct from the Agreement, the full amount of such commission, percentage, brokerage or contingent fee.
- (k) **Counterparts.** This Agreement may be executed in any number of counterparts using ink or electronic signatures, each of which will be deemed an original. Facsimile or other electronic copies (e.g., PDF) thereof will be deemed to be originals.

* * * * *

Execution Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

The Segal Group, Inc.

Augusta, Georgia

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Attest: _____
Lena J. Bonner, Clerk of Commission

You Must Complete and Return the Insurance Requirements and Checklist with Your Submittal.
Document Must Be Notarized

Exhibit II - Insurance Requirements and Checklist
CLASSIFICATION AND COMPENSATION STUDY
SERVICES RFQ NO. 22-1550

CERTIFICATE OF INSURANCE MUST SHOW
ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit | BI = Bodily Injury | PD = Property Damage

Required Coverage(s) Indicated by "X"		Limits (figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
Comprehensive General Liability			
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	3. Independent Contractors and Subcontractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	6. Contractual Liability (must be shown on certificate)	\$1 Million CSL BI/PD each accident, Uninsured Motorist	
Automobile Liability			
X	7. *Owned/Hired/Non-Owned Vehicles/Employer non ownership	\$1 Million BI/PD each occurrence, \$1 Million annual aggregate	
Others			
X	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
X	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$1 Million per occurrence/claim	

Required Coverage(s) Indicated by "X"		Limits (figures denote minimums)	Bidders Limits/Response
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond	\$1 Million per occurrence/claim	
	17. Builder's Risk	\$1 Million per occurrence/claim	
	18. XCU (Explosive, Collapse, Underground) Coverage	\$1 Million per occurrence/claim	
	19. USL&H (Long Shore Harbor Worker's Compensation Act)	\$1 Million per occurrence/claim	
	20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
	21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
	22. Pollution	\$2 Million per occurrence/claim	
Miscellaneous Requirements			
X	23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X	24. Notice of Cancellation shall be provided	Cancellation, non-renewal or material change in coverage to City at least 30 days prior to	
X	25. Augusta, Georgia shall be named Additional Insured on all policies		
X	26. Certificate of Insurance shall show BID Number and Bid Title		

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limit/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

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

The Segal Company (Eastern States), Inc.
Company/Consultant Name


By: Authorized Officer or Agent of Contractor Signature

Vice President
Title of Authorized Officer or Agent of Contractor

Patrick Bracken
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 30th DAY OF August, 20 22
NOTARY SEAL

Steven C. Greenspan
Notary Public

My Commission Expires: February 18, 2022

STEVEN C. GREENSPAN
Notary Public, State of New York
No. 02GR6087314
Qualified in New York County
My Commission Expires 2/18/2023

**You Must Complete and Return the two pages of Insurance Requirement with Your Submittal,
Document Must Be Notarized.**



Summary of Insurance Contract

Sent to: To Whom It May Concern

We, the undersigned Insurance Brokers, hereby verify that Greenwich Insurance Company has issued the following described insurance which is in force as of the date hereof:

Type of Insurance:	Professional Indemnity Insurance
Name of Assured:	THE SEGAL COMPANY (EASTERN STATES), INC., and others, as more fully described in the Policy
Policy No(s):	MPP 0022143 16
Insurer(s):	Greenwich Insurance Company
Period:	12:01 a.m. January 30, 2022 to 12:01 a.m. January 30, 2023
Limit:	Not less than US\$5,000,000

Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. A retention may apply as per Policy terms and conditions. The issuance of this document does not make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Date: March 3, 2022

Aon Risk Services Northeast Inc



SEGACOM-01

ALYSONSTRUCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 45 Executive Drive Plainview, NY 11803	CONTACT NAME:	
	PHONE (A/C, No, Ext): (516) 327-2700	FAX (A/C, No):
INSURED The Segal Company (Eastern States), Inc. 333 West 34th Street New York, NY 10001	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	
	INSURER B: Pacific Indemnity Company	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			36038114	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			73596984	2/28/2022	2/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			79896228	2/28/2022	2/28/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71738381	2/28/2022	2/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Proposals

Request for Proposals will be received at this office until **Friday, September 9, 2022 @ 11:00 a.m. via ZOOM Meeting ID: 845 4880 0439; Passcode: 636848** for furnishing

RFP Item # 22-1550 Consulting Services for Classification & Compensation Study for Augusta, GA – Human Resources Department

RFPs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

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

RFP documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFP documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

Pre-Proposal Conference will be held on Monday, August 29, 2022 @ 10:00 a.m. via ZOOM – Meeting ID: 825 7647 1107; Passcode: 247926

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Tuesday, August 30, 2022 @ 5:00 P.M. No RFP will be accepted by fax or email, all must be received by mail or hand delivered.

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

Request for proposals (RFP) and specifications. An RFP 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 request for proposal 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 waivable 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 RFP 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.

Proponents are cautioned that acquisition of RFP documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFP documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

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

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

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle August 4, 11, 18, 25, 2022
Metro Courier August 4, 2022

Revised: 3/22/21



RFP Opening - RFP Item #22-1550
Consulting Services for Classification & Compensation Study
for Augusta, GA – Human Resources
RFP Date: Friday, September 9, 2022 @ 11:00 a.m.

Total Number Specifications Mailed Out: 51
 Total Number Specifications Download (Demandstar): 6
 Total Electronic Notifications (Demandstar): 133
 Georgia Procurement Registry: 1693
 Total packages submitted: 3
 Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify Number	SAVE Form	Original	7 Copies	Fee Proposal
The Segal Company (Eastern States), Inc. 1800 M Street NW, Suite 9005 Washington, DC 20036	Yes	139130	Yes	Yes	Yes	Yes
Baker Tilly US, LLP 2550 Dallas Parkway, Suite 300 Plano, TX 75093	Yes	375667	Yes	Yes	Yes	Yes
Evergreen Solutions, LLC 2878 Remington Green Circle Tallahassee, FL 32308	Yes	341059	Yes	Yes	Yes	Yes
Ralph Andersen & Associates 5800 Stanford Ranch Road, Suite 410 Rocklin, CA 95765	No Bid Submittal					
Semler Brossy Consulting Group 350 Fifth Avenue, Suite 4700 New York, NY 10118	No Bid Submittal					



RFP Opening - RFP Item #22-1550
 Clarification and Compensation Study
 for Augusta, GA – Human Resources Department
 Evaluation Date: Wednesday, September 21, 2022 @ 10:00 a.m. via ZOOM

Vendors			The Segal Company (Eastern States), Inc. 1800 M Street NW, Suite 9005 Washington, DC 20036	Baker Tilly US, LLP 2550 Dallas Parkway, Suite 300 Plano, TX 75093	Evergreen Solutions, LLC 2878 Remington Green Circle Tallahassee, FL 32308		The Segal Company (Eastern States), Inc. 1800 M Street NW, Suite 9005 Washington, DC 20036	Baker Tilly US, LLP 2550 Dallas Parkway, Suite 300 Plano, TX 75093	Evergreen Solutions, LLC 2878 Remington Green Circle Tallahassee, FL 32308		
Phase 1			Ranking of 0-5 (Enter a number value between 0 and 5)								
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)						Weighted Scores		
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS				PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	15	4.7	4.4	4.8				70.3	66.6	72.2
3. Organization & Approach	(0-5)	20	4.4	3.4	4.1				88.8	68.8	81.3
4. Scope of Services Provide experience and approach to the deliverable addressed in Section 4 - Scope of Services: a. Classification Study Activities b. Classification Study Deliverables c. Compensation Study Activities d. Compensation Study Deliverables	(0-5)	20	4.8	3.1	4.5				96.3	62.5	90.0
5. Financial Stability	(0-5)	5	4.9	4.9	4.3				24.4	24.4	21.3
6. References	(0-5)	5	4.0	3.8	4.8				20.0	18.8	23.8
7. Proximity to Area (only choose 1 line according to location of the company - enter the ranking value for the one line only)											
Within Richmond County	5	10	0	0	0				0	0	0
Within CSRA	5	6	0	0	0				0	0	0
Within Georgia	5	4	5	0	5				20	0	20
Within SE United States (includes AL, TN, NC, SC, FL)	5	2	0	0	0				0	0	0
• All Others	5	1	0	5	0				0	5	0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 375)			27.8	24.6	27.4				319.7	245.9	308.4
Phase 2 (Option - Numbers 8-9) (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)											
8. Presentation by Team	(0-5)	10	4.8		3.6				48	0	36
9. Q&A Response to Panel Questions	(0-5)	5	4.8		3.7				24	0	19
10. Cost/Fee Proposal Consideration (only choose 1 line according to dollar value of the proposal in relation to all fee proposals - enter the point value for the one line only)						Cost/Fee Proposal Consideration					
Lowest Fees	5	10			5				0	0	50
Second	5	6	5						30	0	0
Third	5	4							0	0	0
Fourth	5	2							0	0	0
Fifth	5	1							0	0	0
Total Phase 2 - (Total Maximum Ranking 15 - Maximum Weighted Total Possible 125)			14.6	0.0	12.3				102	0	104
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any											
Total Cumulative Score (Maximum point is 500)			42.4	24.6	39.7				421.2	245.9	412.7
Internal Use Only											
Evaluator: Cumulative Date: 10/13/22 Phase II 10/13/22 Procurement Department Representative: Nancy Williams Procurement Department Completion Date: 10/13/22 Phase II 10/13/22											



HUMAN RESOURCES DEPARTMENT

Anita Rookard
Human Resources Director

MEMORANDUM

FROM: Anita Rookard, Director of Human Resources Department

TO: Ms. Geri Sams, Director of Procurement Department

DATE: October 14, 2022

SUBJECT: RFP Item #22-1550 Classification and Compensation Study (Administrative Services) for Augusta, Ga- Human Resources Department

The evaluation committee reviewed the information provided by the vendors using the criteria set forth in the RFP. Segal was deemed to have submitted the proposal that represents the best combination of qualifications, approach and price for this project.

At the request of Human Resources, the Procurement Department can begin to set up a Zoom meeting with representatives from Segal to discuss their fee proposal in more detail. Human Resources recommends awarding the contract to Segal.

Please proceed with obtaining any additional required documentation.

Thank you for your assistance thus far. Please do not hesitate to call if you have any questions or need additional clarification.

Cc: Takiyah A. Douse
Tanikia Jackson

Augusta-Richmond County
Municipal Building
Human Resources Department
535 Telfair Street, Suite 400
Augusta, Georgia 30901
Office (706) 821-2303 Fax (706) 821-2867
www.augustaga.gov

FYI: Process Regarding Request for Proposals

Sec. 1-10-51. Request for proposals.

Request for proposals shall be handled in the same manner as the bid process as described above for solicitation and awarding of contracts for goods or services with the following exceptions:

- (a) Only the names of the vendors making offers shall be disclosed at the proposal opening.
- (b) Content of the proposals submitted by competing persons shall not be disclosed during the process of the negotiations.
- (c) Proposals shall be open for public inspection only after the award is made.
- (d) Proprietary or confidential information, marked as such in each proposal, shall not be disclosed without the written consent of the offeror.
- (e) Discussions may be conducted with responsible persons submitting a proposal determined to have a reasonable chance of being selected for the award. These discussions may be held for the purpose of clarification to assure a full understanding of the solicitation requirement and responsiveness thereto.
- (f) Revisions may be permitted after submissions and prior to award for the purpose of obtaining the best and final offers.
- (g) In conducting discussions with the persons submitting the proposals, there shall be no disclosure of any information derived from the other persons submitting proposals.

Sec. 1-10-52. Sealed proposals.

- (a) *Conditions for use.* In accordance with O.C.G.A. § 36-91-21(c)(1)(C), the competitive sealed proposals method may be utilized when it is determined in writing to be the most advantageous to Augusta, Georgia, taking into consideration the evaluation factors set forth in the request for proposals. The evaluation factors in the request for proposals shall be the basis on which the award decision is made when the sealed proposal method is used. Augusta, Georgia is not restricted from using alternative procurement methods for

obtaining the best value on any procurement, such as Construction Management at Risk, Design/Build, etc.

- (b) *Request for proposals.* Competitive sealed proposals shall be solicited through a request for proposals (RFP).
- (c) *Public notice.* Adequate public notice of the request for proposals shall be given in the same manner as provided in section 1-10- 50(c)(Public Notice and Bidder's List); provided the normal period of time between notice and receipt of proposals minimally shall be fifteen (15) calendar days.
- (d) *Pre-proposal conference.* A pre-proposal conference may be scheduled at least five (5) days prior to the date set for receipt of proposals, and notice shall be handled in a manner similar to section 1-10-50(c)-Public Notice and Bidder's List. No information provided at such pre-proposal conference shall be binding upon Augusta, Georgia unless provided in writing to all offerors.
- (e) *Receipt of proposals.* Proposals will be received at the time and place designated in the request for proposals, complete with bidder qualification and technical information. No late proposals shall be accepted. Price information shall be separated from the proposal in a sealed envelope and opened only after the proposals have been reviewed and ranked.

The names of the offerors will be identified at the proposal acceptance; however, no proposal will be handled so as to permit disclosure of the detailed contents of the response until after award of contract. A record of all responses shall be prepared and maintained for the files and audit purposes.

- (f) *Public inspection.* The responses will be open for public inspection only after contract award. Proprietary or confidential information marked as such in each proposal will not be disclosed without written consent of the offeror.
- (g) *Evaluation and selection.* The request for proposals shall state the relative importance of price and other evaluation factors that will be used in the context of proposal evaluation and contract award. (Pricing proposals will not be opened until the proposals have been reviewed and ranked). Such evaluation factors may include, but not be limited to:

- (1) The ability, capacity, and skill of the offeror to perform the contract or

provide the services required;

- (2) The capability of the offeror to perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience, and efficiency of the offeror;
 - (4) The quality of performance on previous contracts;
 - (5) The previous and existing compliance by the offeror with laws and ordinances relating to the contract or services;
 - (6) The sufficiency of the financial resources of the offeror relating to his ability to perform the contract;
 - (7) The quality, availability, and adaptability of the supplies or services to the particular use required; and
 - (8) Price.
- (h) *Selection committee.* A selection committee, minimally consisting of representatives of the procurement office, the using agency, and the Administrator's office or his designee shall convene for the purpose of evaluating the proposals.
- (i) *Preliminary negotiations.* Discussions with the offerors and technical revisions to the proposals may occur. Discussions may be conducted with the responsible offerors who submit proposals for the purpose of clarification and to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of information derived from proposals submitted by competing offerors.
- (j) From the date proposals are received by the Procurement Director through the date of contract award, no offeror shall make any substitutions, deletions,

additions or other changes in the configuration or structure of the offeror's teams or members of the offeror's team.

- (k) *Final negotiations and letting the contract.* The Committee shall rank the technical proposals, open and consider the pricing proposals submitted by each offeror. Award shall be made or recommended for award through the Augusta, Georgia Administrator, to the most responsible and responsive offeror whose proposal is determined to be the most advantageous to Augusta, Georgia, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain a written report of the basis on which the award is made/recommended. The contract shall be awarded or let in accordance with the procedures set forth in this Section and the other applicable sections of this chapter.

Planholders

[Add Supplier](#)[Export To Excel](#)

Supplier (6)

Supplier 

Download Date

AEGIAS Corp

08/13/2022

Augusta University

09/02/2022

Baker Tilly

08/05/2022

Management Advisory Group, Inc.

09/05/2022

MGT of America Consulting, LLC

08/05/2022

Segal

09/07/2022

[Add Supplier](#)

Supplier Details

Supplier Name	AEGIAS Corp
Contact Name	John Greene
Address	One Alliance Center 3500 Lenox Rd, Ste 1500, Atlanta, GA 30326
Email	jgreene@aegias.com
Phone Number	770-419-2173

[Remove](#)

Documents

Filename	Type	Action
22-1550_RFP	Bid Document / Specifications	View History

Similar Planholders

 No Similar Planholders Available

JAMES C. FOX
GALLAGHER BENEFITS SERVICES
P.O. BOX 32985
PHOENIX, AZ 85064-2985

BONNIE C. MATSON
SPRINGSTED INCORPORATED
9097 ATLEE STATION ROAD, SUITE 100
MECHANICSVILLE, VA 23116

ELLIOT R SUSSELES
SEGAL WATERS CONSULTING
1920 N STREET NW SUITE 400
WASHINGTON, DC 20036

HENRY A. KING IV
THE ARCHER COMPANY
454 S. ANDERSON ROAD BTC,
ROCK HILL, SC 29730

BILL REIGEL
HAY GROUP
ONE ATLANTIC CENTER, SUITE 620
1201 WEST PEACHTREE STREET, SUITE 620
ATLANTA, GA 30309

JACOBSON BETTS CO
P.O. BOX 10036.,
BAINBRIDGE ISLAND, WASHINGTON 98110

CPS HR CONSULTING
241 LATHROP WAY, SUITE B
SACRAMENTO, CA 95815

DIANE MEILLER & ASSOCIATES
255 SOUTH ORANGE AVE.,
SUITE 1510
ORLANDO, FL 32801

ASTRON SOLUTIONS
505 8TH AVENUE
SUITE 2200
NEW YORK, NY 10018

MANAGEMENT ADVISORY GROUP
INTERNATIONAL, INC.
13580 GROUPE DRIVE, SUITE 200
WOODBIDGE, VA 22192

RALPH ANDERSEN & ASSOCIATES
5800 STANFORD RANCH ROAD, SUITE 410
ROCKLIN, CA 95765

PUBLIC SECTOR PERSONNEL CONSULTANTS
ATTN: 'RFP' DEPARTMENT
1215 WEST RIO SALADO PARKWAY, SUITE 109
TEMPE, ARIZONA 85281

HAY GROUP
ATTN: WILLIAM R. REIGEL
4301 NORTH FAIRFAX DRIVE, SUITE 600
ARLINGTON, VA 22203

ACM HUMAN RESOURCES CONSULTING, LLC
ATTN: 'RFP' DEPARTMENT
7237 WILLIAMSBURG DRIVE
RIVERDALE, GA 30274

PEARL MEYER & PARTNERS
ONE ALLIANCE CENTER
ATTN: 'RFP' DEPARTMENT
3500 LENOX ROAD, SUITE 1708,
ATLANTA, GA 30326

ERVIN HR CONSULTING GROUP, INC.
ATTN: 'RFP' DEPARTMENT
PO BOX 2728
SUWANEE, GA 30024

DELOITTE
ATTN: 'RFP' DEPARTMENT
191 PEACHTREE ST., SUITE 2000
ATLANTA GA 30303-1749

PHILLIP BLOUNT & ASSOCIATION
COMPENSATION CONSULTING ORGANIZATION
EFFECTIVENESS
ATTN: 'RFP' DEPARTMENT
1745 N BROWN ROAD, SUITE 180,
LAWRENCEVILLE, GA 30043

ARTHUR J. GALLAGHER & CO. HUMAN
RESOURCES & COMPENSATION CONSULTING
ATTN: 'RFP' DEPARTMENT
3697 MT. DIABLO BOULEVARD, SUITE 300,
LAFAYETTE, CA 94549

RALPH ANDERSEN & ASSOCIATES
ATTN: MS. TEDDI ANDERSON
5800 STANFORD RANCH ROAD
SUITE #410
ROCKLIN, CA 95765

Gallagher Benefits Services
16064 Parsons Blvd
Beaverdam, VA 23015

Jacobson Betts Co
3213 W Wheeler St., Suite 127
Seattle, WA 98199

Springsted Inc
9097 Atlee Station Rd., Suite 100
St. Paul, MN 55101

The Archer Company
5342 Wendwood Rd. SW
Conyers, GA 30094

Diane Meiller & Assoc
255 South Orange Ave., Suite 1510
Orlando, FL 32801

RealHR Solutions

21 W. 46th St., 16th Floor
New York, NY 10036

TOWERS WATSON
ONE ALLIANCE CENTER,
ATTN: 'RFP' DEPARTMENT
3500 LENOX ROAD, SUITE 900
ATLANTA, GA 30326-4238

RFP ITEM #22-1550
CONSULTING SERVICES FOR CLASSIFICATION &
COMPENSATION
FOR HUMAN RESOURCES
MAILED AUGUST 4, 2022

RFP ITEM #22-1550
CONSULTING SERVICES FOR CLASSIFICATION &
COMPENSATION
FOR HUMAN RESOURCES
RFP DUE: FRI., 9/9/22 @ 11 A.M.

RFP 22-1550
Pg 1 of 2

COMPENSATION ADVISORY PARTNERS

**1133 AVENUE OF THE AMERICAS
14TH FLOOR
NEW YORK, NY 10036**

**HUMAN RESOURCES ASSOCIATES, P.C.
ATTN: 'RFP' DEPARTMENT
405 IVY GLEN CT SW
ATLANTA, GA 30331-8085**

**CULPEPPER AND ASSOCIATES, INC.
ATTN: 'RFP' DEPARTMENT
3780 MANSELL ROAD,
SUITE T-40 ,
ALPHARETTA, GA 30022**

**PEARL MEYER & PARTNERS
ONE ALLIANCE CENTER
ATTN: 'RFP' DEPARTMENT
3500 LENOX ROAD, SUITE 1708,
ATLANTA, GA 30326**

**SEMLER BROSSY CONSULTING GROUP
350 FIFTH AVENUE
SUITE 4700
NEW YORK, NY 10118**

**BIDDLE CONSULTING GROUP
193 BLUE RAVINE ROAD, SUITE 270
FOLSOM, CA 95630**

**Compensation Resources
Compensation and HR Consultants
310 Route 17 North
Upper Saddle River, NJ 07458-2308**

**Anita Rookard
HUMAN RESOURCES DEPARTMENT**

**RFP ITEM #22-1550
CONSULTING SERVICES FOR CLASSIFICATION &
COMPENSATION
FOR HUMAN RESOURCES
MAILED AUGUST 4, 2022**

**AON HEWITT
ATTN: 'RFP' DEPARTMENT
3350 RIVERWOOD PKWY SE,
SUITE 80,
ATLANTA, GA 30339**

**TOWERS WATSON
1 BANK OF AMERICA CENTER,
ATTN: 'RFP' DEPARTMENT
SUITE 3050
150 NORTH COLLEGE STREET
CHARLOTTE, NC 28202**

**THE MERCER GROUP, INC.
ATTN: JOHN MARSHALL
5579 B CHAMBLEE DUNWOODY ROAD,
SUITE 511,
ATLANTA, GA 30338**

**HAY GROUP PHILADELPHIA
ATTN: 'RFP' DEPARTMENT
1650 ARCH STREET
PHILADELPHIA, PA 19103-2029**

**JOHNSON ASSOCIATES, INC
19 WEST 44TH STREET, SUITE 511
NEW YORK, NY 10036**

Sup by H.R.
**Culpepper and Associates, Inc.
Compensation Surveys and Services
3780 Mansell Road, Suite T-40
Alpharetta, GA 30022**

**NFP Compensation Consultants
11011 Jones Road, Suite 200
Houston, TX 77070**

**Evergreen Solutions LLC
2878 Remington Green Circle
Tallahassee Florida 32308**

**RFP ITEM #22-1550
CONSULTING SERVICES FOR CLASSIFICATION &
COMPENSATION
FOR HUMAN RESOURCES
RFP DUE: FRI., 9/9/22 @ 11 A.M.**

**WHIT PERRIN WRIGHT
CONSULTING LLC
ATTN: 'RFP' DEPARTMENT
P. O. BOX 880
JASPER, GA 30143**

**ATTN: STEVEN ROBERTS
SCR CONSULTING LLC
ATTN: 'RFP' DEPARTMENT
P. O. BOX 7012
ATLANTA, GA 30057**

**FITZGERALD'S COMPENSATION CONSULTING
SERVICES, INC.
ATTN: SARAH FITZGERALD RAWLINGS
714 DESERT WILLOW COURT NW
CONCORD, NC 28027-8008**

**FW COOK
3344 Peachtree Road, NE
Suite 1700
Atlanta, GA 30326**

**OutSolve
Beyond Compliance
3330 W. Esplande Avenue, Suite 301
Metairie, LA 70002**

**Berkshire
8924 McGaw Court
Columbia, MD 21045**

**Phyllis Johnson
Compliance Department**

**RFP 22-1550
Pg 2 of 2**

2022-08-04	Remus, Ed		
nleague services Inc 2022-08-04	santhi.sri@nleague.com sripathy, vasanthi	N	NOM
olooptec 2022-08-04	gov@olooptech.com Gudivada, Bharath	Y	NAA
spectrum medical services 2022-08-04	chad@medicalspectrumservices.com godwin, chad	N	NOM
uBuntuSpeaks, LLC 2022-08-04	hmatsotsa@ubuntuspeaksllc.com Matsotsa, Hermence	N	NOM
usregistryconnect 2022-08-04	rfq@usregistryconnect.com usregistry, usregistry	N	NOM

ETHNIC GROUP	COUNT
African American	515
Asian American	107
Native American	15
Hispanic/Latino	20
Pacific Island/American	5
Non Minority	1027
Not Classified	0
Total Number of Vendors	1689
Total Number of Contacts	2414

[PR_bid_email_list](#)



Administrative Services Committee Meeting
11/8/2022 1:20 PM
RFP#22-1550 Classification and Compensation Study

Department:	HR Department
Presenter:	Anita Rookard
Caption:	Recommendation of Award for RFP 22-1550 Classification and Compensation Study to The Segal Company, Inc.
Background:	Augusta is in need of an updated Classification and Compensation Study to ensure that our classification and compensation is competitive. The Archer study was the last study which was approved by Commission in June 7, 2016. The current solicitation for a Classification and Compensation study was approved in the HR budget for FY22.
Analysis:	A RFP solicitation was submitted by Procurement for the services. Three responses were received. The RFP was evaluated and two firms were shortlisted. The committee held vendors presentations from the two shortlisted firms. The Segal Company received the highest score. Human Resources under the guidance of the Procurement Department entered into contract with The Segal Company. We are requesting that you award the Classification and Compensation Study to The Segal Company.
Financial Impact:	\$480,000.00 for a maximum of 160 job classifications. General fund (101-01-5510/5212999) - \$75,000 - funding was approved in the 2022 budget, Capital Fund - \$205,000 (272-10-1110/6011110) - 2022 contingency Capital Fund - \$200,000 (272-10-1110/6011110) – if approved, funding will be provided in the 2023 budget
Alternatives:	Not to award and continue with the current classification and compensation system.
Recommendation:	Award the Classification and Compensation Study to The Segal Company.
Funds are Available in the Following Accounts:	General fund (101-01-5510/5212999) - \$75,000 - funding was approved in the 2022 budget, Capital Fund - \$205,000 (272-10-1110/6011110) - 2022 contingency Capital Fund - \$200,000 (272-10-1110/6011110) – if approved, funding will be provided in the 2023 budget

REVIEWED AND APPROVED BY:

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