



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 10, 2023

1:15 PM

ADMINISTRATIVE SERVICES

1. Receive as information the emergency request for the removal and replacement of several exterior marble panels in the amount of \$35,000.00 by Thompson Building Wrecking CO and investigation of the building water intrusion in the amount of \$15,000.00 by Johnson, Laschober and Associates, PC.
2. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of one (1) single family affordable unit to be sold to a low income homebuyer.
3. Approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.
4. Discuss and implement new policy for employees physically clocking in including SES employees. **(Requested by Mayor Pro Tem Brandon Garrett) (Referred from October 3 Commission meeting)**
5. Motion to approve the minutes of the Administrative Services Committee held on September 26, 2023.
6. Presentation by Ms. Talaya Parker, Community Relations and Development Consultant, regarding the discussion of development between city leaders and Springfield Baptist Church.



Administrative Services Committee

Meeting Date: 10/10/2023

Emergency – Municipal Building Water Intrusion and Marble Replacement

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	Receive as information the emergency request for the removal and replacement of several exterior marble panels in the amount of \$35,000.00 by Thompson Building Wrecking CO and investigation of the building water intrusion in the amount of \$15,000.00 by Johnson, Laschober and Associates, PC.
Background:	Several consistent leaks were detected on the third floor of the Municipal Building. These leaks are persistently creating interior issues and water damage. In a preliminary assessment, it appeared that the leak source may be from water running down behind the exterior marble panels. It is imperative that a formal assessment and corrective process take place to preserve the integrity of the structure.
Analysis:	Johnson, Laschober and Associates, PC in conjunction with Thompson Wrecking CO will perform the corresponding work.
Financial Impact:	Thompson Wrecking, CO \$35,000.00; SPLOST 8 GL: 330-05-1120 JL: 223-05-1107 Johnson, Laschober and Associates, PC \$15,000.00; SPLOST 8 GL: 330-05-1120 JL: 223-05-1107
Alternatives:	A – Receive as information B – Do not receive as information
Recommendation:	Receive as information the emergency request for the removal and replacement of the exterior marble panels in the amount of \$35,000.00 by Thompson Building Wrecking CO and investigation of the building water intrusion in the amount of \$15,000.00 by Johnson, Laschober and Associates, PC.

**Funds are available
in the following
accounts:**

Thompson Wrecking, CO

\$35,000.00; SPLOST 8

GL: 330-05-1120

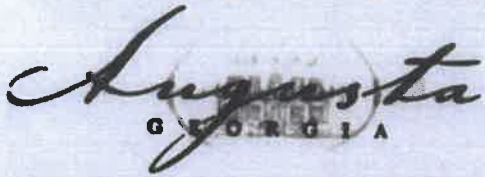
JL: 223-05-1107

Johnson, Laschober and Associates, PC

\$15,000.00; SPLOST 8

GL: 330-05-1120

JL: 223-05-1107



Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: September 1, 2023
SUBJECT: Emergency Memo – Augusta Municipal Building

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Municipal Building relating to water intrusion and loose marble panel.

On August 3, 2023, a site visit by JLA took place to assess a consistent water intrusion experienced on the third floor of the Municipal Building. From this visit, it is believed that the source of the leak could be from water running down behind the marble panels on the main tower. If not properly addressed, these leaks could compromise the air quality of the employees working and public visiting the third floor.

During this visit, JLA noticed a marble panel located on the ninth floor that was out of position and not properly anchored. As this situation presents an eminent threat to personnel and the public, the area below has been cordoned and the removal and replacement of the marble must take place.

Please process a purchase order to Johnson, Laschober & Associates, PC in the amount of \$15,000.00 for investigation of the water intrusion. In addition, process a purchase order for Thompson Building Wrecking CO, Inc. in the amount of \$35,000.00 for the evaluation and repair of the marble cap.

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

RL/mcrr

Katie Cornelius

From: Timothy Schroer
Sent: Monday, September 25, 2023 12:01 PM
To: Maria Rivera-Rivera
Cc: Ron Lampkin; Scarlet Green
Subject: RE: [EXTERNAL] RE: Emergency Request for the Municipal Building

Follow Up Flag: Follow up
Flag Status: Flagged


GL 330-05-1120
 JL 223051107

Ledger: JL
Report Date: 09/25/2023

JL Budgets and Actuals with Encumbrances

Fiscal Year
Fiscal Period
Budget Version:

Object Description	Budget	Actual	Encumbrance	B
223051107 Municipal Bldg. siding				
5212115 Engineering	15,000.00	0.00	0.00	15
5319120 R & M-Buildings	35,000.00	0.00	0.00	35
Revenue & Transfers In:	0.00	0.00	0.00	
Expenditure and Transfers Out:	50,000.00	0.00	0.00	5
Net:	-50,000.00	0.00	0.00	-5
Grand Total (RV & TI):	0.00	0.00	0.00	
Grand Total (XP & TO):	50,000.00	0.00	0.00	5
Net:	-50,000.00	0.00	0.00	-5

Timothy E. Schroer, CPA, CGMA 
 Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
 ✉ tschroer@augustaga.gov | 📞 Office: (706) 821- 1741 | 📠 Fax: (706) 821- 2520

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, September 25, 2023 11:20 AM
To: Timothy Schroer <TSchroer@augustaga.gov>



ARCHITECTS • ENGINEERS • LANDSCAPE ARCHITECTS

FEE AGREEMENT**PROPOSAL #:** 233**DATE:**

TO: Maria Rivera-Rivera
 Augusta-Richmond County (ARC)
 Central Services Department
 2760 Peach Orchard Rd
 Augusta, Georgia 30906

SENT BY: ☐ PHONE
☐ FAX
☐ EMAIL

RE: Municipal Building Leak Investigation**BY:** Rett Harbeson, PLA, CLARB**FEE ARRANGEMENT:** \$15,000.00

LOCATION: 535 Telfair Street
 Augusta, GA

SCOPE OF SERVICES:

Johnson, Laschober & Associates (JLA) appreciates the opportunity to provide a fee proposal for assessment/investigation of the Marble façade on the Municipal Building located at 535 Telfair St. in Augusta, GA.

In accordance with JLA's Site Observation Report 001 issued on August 11, 2023, JLA is going to work alongside Thompson Wrecking (Thompson) for the investigation of the loose marble wall cladding at the south-west corner of the building, just above the 9th floor.

To access the loose wall cladding, Thompson will be required to remove two sections of marble cap. JLA will observe the removal of the caps and subsequent loose wall cladding with Thompson and will review the existing conditions. After the cap and cladding removals, JLA will review the temporary weatherproofing installed by Thompson.

Once JLA has had a chance to investigate the potential solutions and cost of repairs with Thomson, JLA will propose an optimal solution to ARC for their approval within 24 hours of the cap and cladding removals.

After ARC's approval of the intended repairs, JLA will be work with Thompson during the reinstallation of the caps and cladding to ensure that the repairs are completed in accordance with the documentation.

SPECIAL CONDITIONS:

- This evaluation and repair is an emergency repair and is intended to address the one panel in question and is not intended to provide a solution for the entire façade. Information gathered during the repair may provide additional information about the original site investigation related to the water intrusion on the 3rd floor.
- JLA will work with Thompson Wrecking during this repair. However, ARC will contract directly with Thompson Wrecking for their portion of the work.

Terms and Conditions

Johnson, Laschober & Associates P.C. (JLA) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site – Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services. JLA will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee – The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payments – Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and JLA may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications – The Client shall indemnify and hold harmless JLA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except JLA) or anyone for whose acts any of them may be liable.

Hidden Conditions – A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If JLA has reason to believe that such a condition may exist JLA shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) JLA has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition. JLA shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation – In recognition of the relative risks, rewards and benefits of the project to both the Client and JLA, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, JLA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of JLA's fee or other amount agreed upon when added under Special Conditions. Such causes include, but are not limited to JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety – Neither the professional activities of JLA, nor the presence of JLA or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. JLA and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, JLA, and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services – This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay JLA for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents – All documents produced by JLA under this agreement shall remain the property of JLA and may not be used by this Client for any other endeavor without the written consent of JLA.

Applicable Law – Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of JLA.

Johnson, Laschober & Associates, P.C.:

Accepted by Augusta Richmond County:

(signature)

(signature)

(printed name/title)

(printed name/title)

Billing Address: _____

(executed agreement date)



ARCHITECTS • ENGINEERS • LANDSCAPE ARCHITECTS

SITE OBSERVATION REPORT

REPORT #: 001

DATE: 8/11/2023

PROJECT TITLE: Augusta Municipal Building Leak Investigation JOB #: PZL233

COMMENTS:

On Thursday August 3rd, 2023, Lee Dorn and Chris Whitmore from JLA visited the municipal building at 530 Greene Street along with Mr. Howard from the City of Augusta to observe reported roof leaks at the expansion joints between the intersection of the lower roof and the nine-story tower.

ROOF LEAK:

1. During the Site visit, JLA accessed the plenum space above the ceiling on the third floor and provided visual inspection of the areas directly above the stained and damp acoustical ceiling tiles. It was noted that at some point spray-foam insulation had been applied to the lower portion of the expansion joint located between the concrete roof deck and concrete main frame beam of the primary structural system for the building. Water staining and efflorescence was noted on the concrete structure indicating that the water leakage into the building has been ongoing for some time. Mr. Howard stated that light to moderate rain showers did not produce leaking, however during heavy rain and high winds, large amounts of water entered the third floor at the aforementioned expansion joint locations.
2. Visual inspection from the roof level noted roof to wall flashing with a termination strip. This system appeared to be stable and in serviceable order. The roof system had been reinforced with mastic sealant along the intersection of the roof with the wall plane.
3. After review of the roof and adjoining marble wall cladding panels, it appeared that the leak source may be from water running down behind the panels and potentially bypassing the building flashing that is designed to shed the water to the building exterior. The panel joints did not appear to have functional watertight joints and water was also observed to be seeping through the joints from behind the panels ([Attachment A](#)).
4. After the site visit, the City provided background drawings to JLA on August 3rd, 2023 that contained information on an Exterior Envelope Renovation project by Stafford Consulting Engineers, dated March 7, 2007. These background drawings contained a renovation detail that defined the building components at this expansion joint location that may indicate a potential leak path as noted ([Attachment B](#)).

LOOSE WALL CLADDING:

During our Site visit w/ Mr. Howard on August 3rd, 2023, we observed a building condition that we believe needed immediate attention.

1. At the upper roof line, one of the marble wall panels was out of position and was not properly anchored ([Attachment C](#) and [Attachment D](#)).
2. As such, there is a possibility that the panel could fall and endanger people below. Consequently, the area below the loose panel needs to be immediately cordoned off and personnel and public kept out of this area ([Attachment E](#)).
3. Subsequently, Lee Dorn met on-site with Ms. Maria Rivera-Rivera and a demolition contractor (Tyson Thompson) on August 11th, 2023 to further evaluate the wall cladding situation. It's reported that Thompson Wrecking was involved during the 2007 renovation and Mr. Thompson is going to talk with the superintendent who did that work to see if he remembers exactly how the wall cladding panels were attached. Mr. Thompson will also be developing a cost to remove two sections of the marble cap and the panel in question, to include temporary weatherproofing. Once JLA has an opportunity to review the connections and propose a solution, Thompson Wrecking will provide for the reinstallation

of the caps and panel. Mr. Thompson is scheduled to provide a proposal for the above-described work by the beginning of next week.

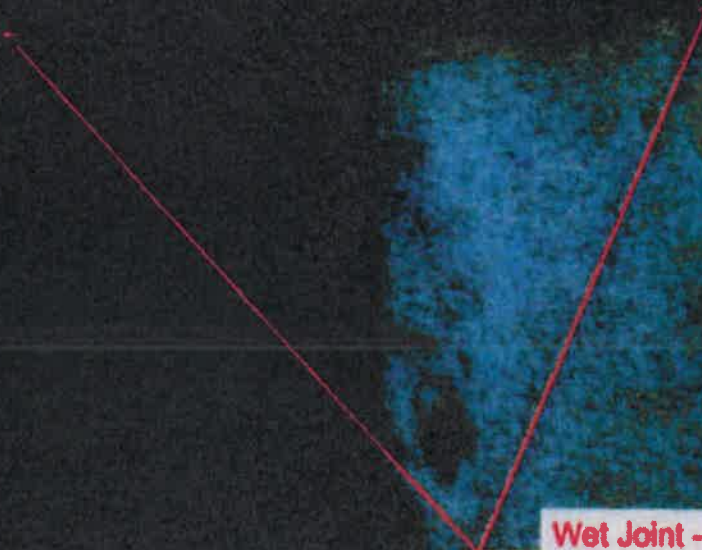
Attachments:

- Attachment A – Water Migrating Through Wall Cladding Joint
- Attachment B – Expansion Joint Detail From Stafford Exterior Envelope Renovation of March 7, 2007
- Attachment C – Displaced Wall Panel Location
- Attachment D – Displaced Marble Wall Panel
- Attachment E – Cordoned-Off Area

SUBMITTED BY: Chris Whitmore, P.E.

cc: File

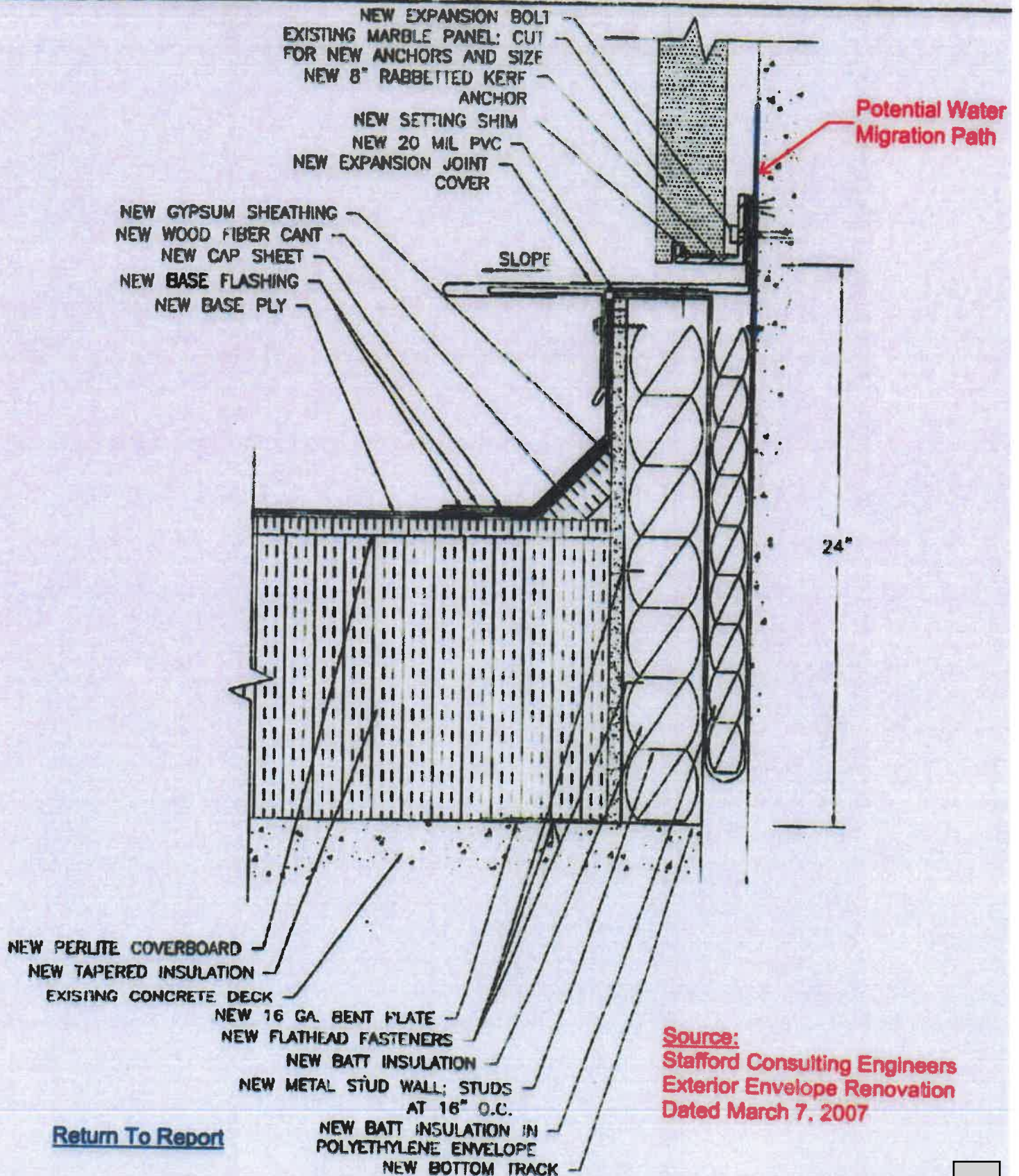
ATTACHMENT A



Wet Joint - Water Migrating
From Behind Wall Panel

[Return To Report](#)

ATTACHMENT B



Source:
 Stafford Consulting Engineers
 Exterior Envelope Renovation
 Dated March 7, 2007

[Return To Report](#)

Untitled Map

Write a description for your map.

ATTACHMENT C

Legend

Displaced Wall Panel

[Return To Report](#)

Item 1.

ATTACHMENT D

Displaced Marble
Wall Panel

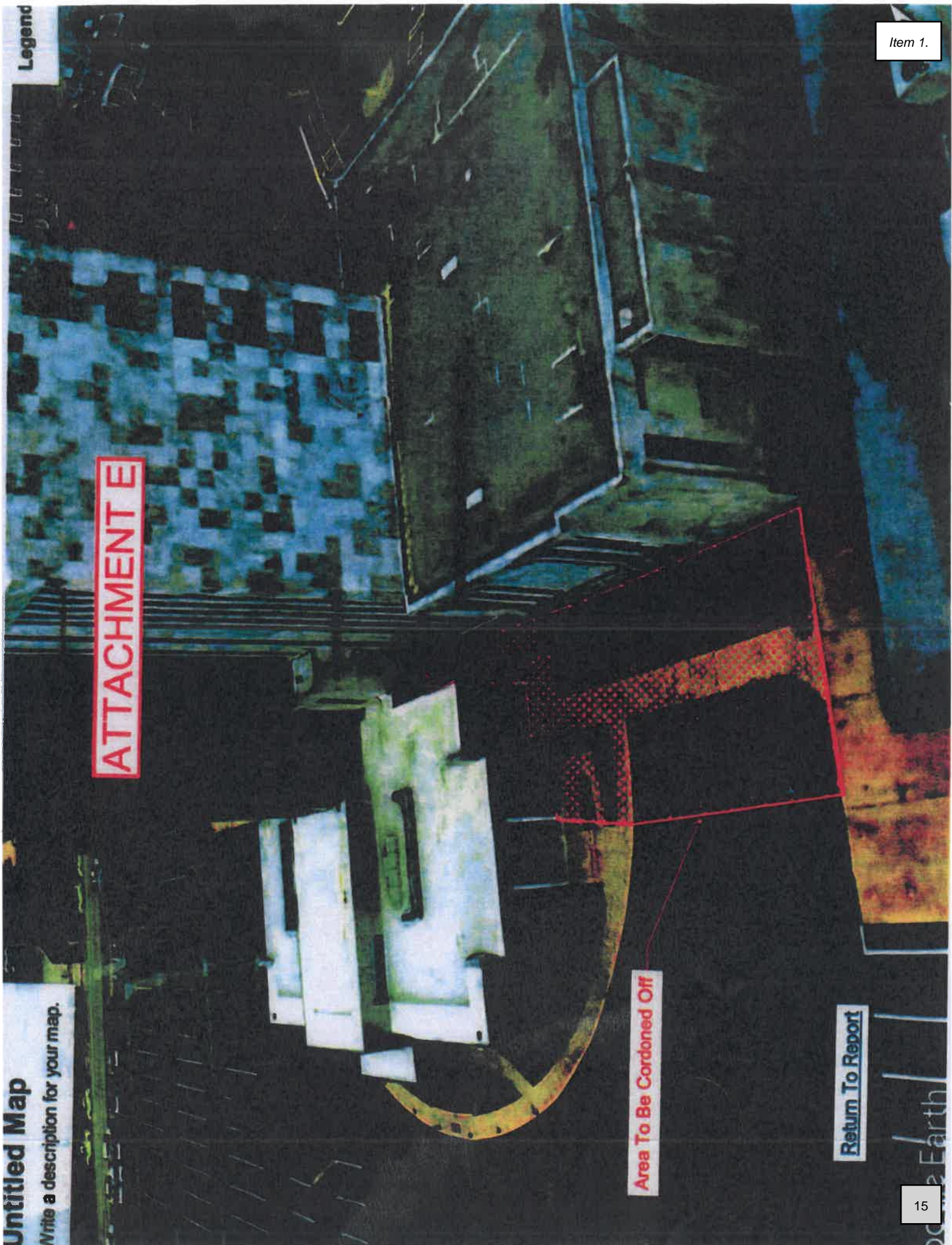
[Return To Report](#)

ATTACHMENT E

Area To Be Cordoned Off

[Return To Report](#)

Item 1.





Central Services Department

Ron Lampkin, Interim Director
Maria Rivera-Rivera, Deputy Director

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone

MEMORANDUM

TO: Geri Sams, Director, Procurement Department
FROM: Ron Lampkin, Interim Director, Central Services Department
DATE: September 1, 2023
SUBJECT: Emergency Memo – Augusta Municipal Building

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Municipal Building relating to water intrusion and loose marble panel.

On August 3, 2023, a site visit by JLA took place to assess a consistent water intrusion experienced on the third floor of the Municipal Building. From this visit, it is believed that the source of the leak could be from water running down behind the marble panels on the main tower. If not properly addressed, these leaks could compromise the air quality of the employees working and public visiting the third floor.

During this visit, JLA noticed a marble panel located on the ninth floor that was out of position and not properly anchored. As this situation presents an eminent threat to personnel and the public, the area below has been cordoned and the removal and replacement of the marble must take place.

Please process a purchase order to Johnson, Laschober & Associates, PC in the amount of \$15,000.00 for investigation of the water intrusion. In addition, process a purchase order for Thompson Building Wrecking CO, Inc. in the amount of \$35,000.00 for the evaluation and repair of the marble cap.

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

RL/mcrr

A handwritten signature in black ink, appearing to read "Geri Sams", is written diagonally across the lower right portion of the page.

Katie Cornelius

From: Timothy Schroer
Sent: Monday, September 25, 2023 12:01 PM
To: Maria Rivera-Rivera
Cc: Ron Lampkin; Scarlet Green
Subject: RE: [EXTERNAL] RE: Emergency Request for the Municipal Building

Follow Up Flag: Follow up
Flag Status: Flagged

GL 330-05-1120
 JL 223051107

Ledger: JL
 Report Date: 09 25 2023

JL Budgets and Actuals with Encumbrances

Fiscal Year
 Fiscal Period
 Budget Version:

Object	Description	Budget	Actual	Encumbrance	B
223051107	Municipal Bldg. siding				
5212115	Engineering	15,000.00	0.00	0.00	15
5319120	R & M-Buildings	35,000.00	0.00	0.00	35
	Revenue & Transfers In:	0.00	0.00	0.00	
	Expenditure and Transfers Out:	50,000.00	0.00	0.00	5
	Net:	-50,000.00	0.00	0.00	-5
<hr/>					
	Grand Total (RV & TI):	0.00	0.00	0.00	
	Grand Total (XP & TO):	50,000.00	0.00	0.00	5
	Net:	-50,000.00	0.00	0.00	-5

Timothy E. Schroer, CPA, CGMA
 Deputy Director – Finance

Augusta Richmond County Georgia | 535 Telfair St., Suite 800 | Augusta, GA 30901
 tschroer@augustaga.gov | Office: (706) 821- 1741 | Fax: (706) 821- 2520

From: Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>
Sent: Monday, September 25, 2023 11:20 AM
To: Timothy Schroer <TSchroer@augustaga.gov>

DEPARTMENT NAME: Central Services Department

DEPARTMENT NUMBER:

DEPARTMENT HEAD: *[Signature]*

REQUISITION: *R 381257*

REQUISITION DATE: 09/5/2023

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			VENDOR PHONE NUMBER	QUOTED BY	Thompson Building Wrecking 706-722-1432	Tyson Thompson	Unit Price	Total Price
1	REMOVAL AND REPLACEMENT OF EXTERIOR GRANITE PANEL AT 535 TELFAIR ST MUNICIPAL BUILDING	1			\$ 35,000.00	\$ 35,000.00		
2								
3								
4								
5								
6	*Emergency							
7	GL: 330-05-1120							
8	JL: 333-05-1107							
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
TOTAL BID					\$	35,000.00		
SHIPPING CHARGES								
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER								

Item 1.

THOMPSON BUILDING WRECKING CO, INC.

HIRAM E. THOMPSON
President

631 Eleventh Street
P.O. Box 932
Augusta, Georgia 30903
Phone: (706) 722-1432
Fax: (706) 722-4253

Commercial
Demolition
Equipment Rental
Grading / Clearing

August 28, 2023

Mr. Lee Dorn
Johnson, Laschober & Associates, P.C.
Email: Ldorn@thejlagroup.com

REF: DEMO QUOTE: 535 Telfair St, AUGUSTA, GA 30901

We at Thompson Building Wrecking Co. are pleased to submit our proposal as follows:

DEMOLITION QUOTE AS FOLLOWS:

BUILDING DEMOLITION \$35,000.00

- THIS QUOTE IS FOR THE REMOVAL AND REPLACEMENT OF EXTERIOR GRANITE PANEL AT 535 TELFAIR ST AUGUSTA, GA. IF WORK IS COMPLETED IN 6 DAYS OF ON SITE WORK OR LESS, CUSTOMER WILL RECEIVE A \$10,000 CREDIT, REDUCING THE TOTAL QUOTE AMOUNT TO \$25,000

In addition, this quote includes Thompson Building Wrecking Company providing the manpower, supervision, tools, equipment, disposal fees necessary to start and complete this demolition and cleanup project in a timely and professional manner. All permits, licenses and EPA notifications required by the State of Georgia and local municipality will be provided by Thompson Building Wrecking Company.

Payment will be due upon completion of project unless otherwise noted in contract.

We look forward to providing our services for this project. Should there be any questions or if I can be of further help please do not hesitate to call.

If you are ready to proceed, please consider this a simple contract by signing below and returning to us so that we can file all necessary paperwork to schedule you project.

Tyson Thompson, Vice President
Thompson Building Wrecking Co., Inc

Lee Dorn

DATE

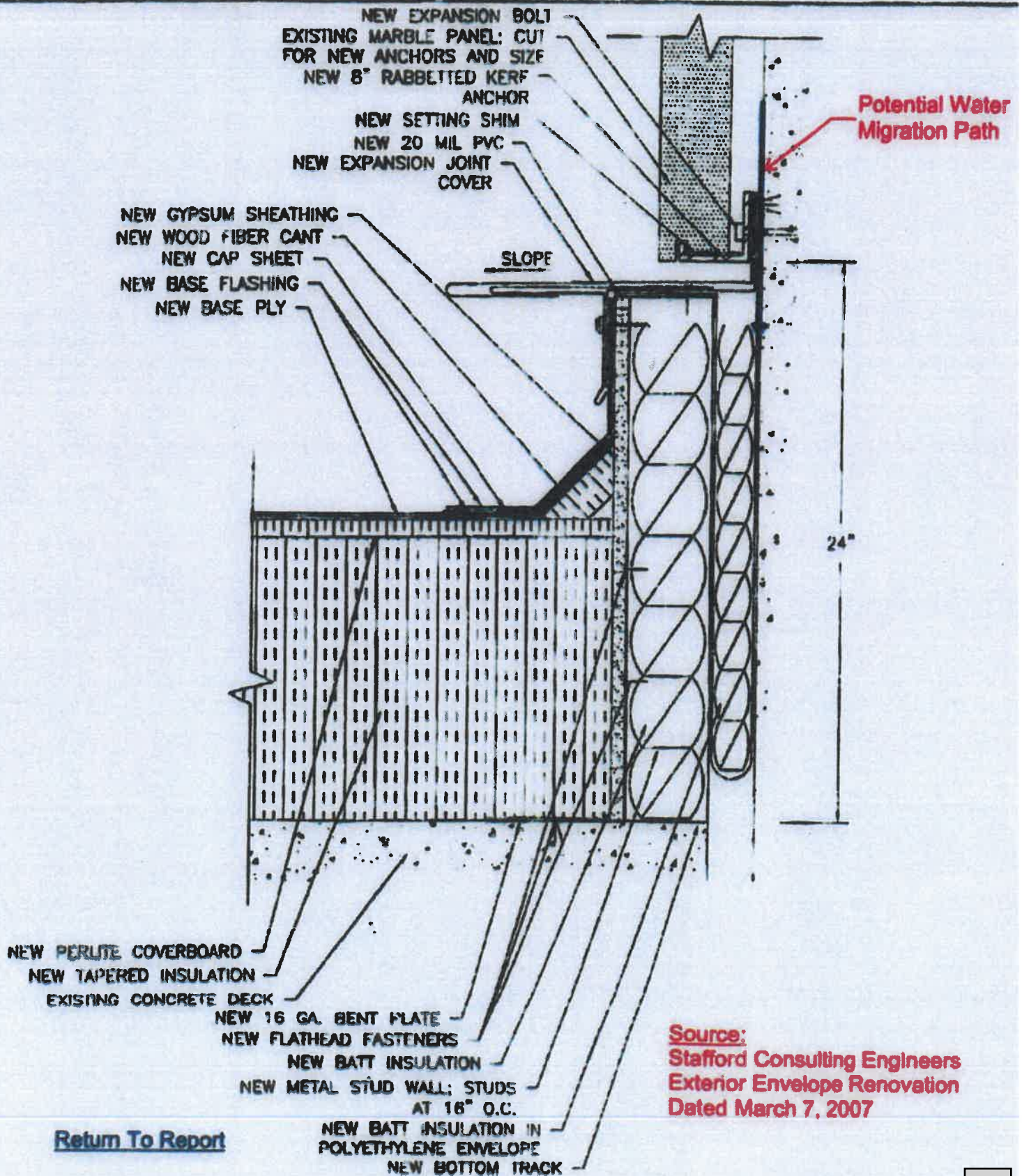
ATTACHMENT A

A photograph of a dark, textured wall, possibly concrete or masonry. A red arrow points from a text box to a specific area on the wall. The wall has some lighter, possibly wet or stained, patches. The overall image is dark and grainy.

Wet Joint - Water Migrating
From Behind Wall Panel

[Return To Report](#)

ATTACHMENT B



[Return To Report](#)

ATTACHMENT C

Legend

Displaced Wall Panel

[Return To Report](#)

Item 1.

ATTACHMENT D

Displaced Marble
Wall Panel

[Return To Report](#)

Untitled Map

Write a description for your map.

ATTACHMENT E

Area To Be Cordoned Off

Return To Report

Legend

Item 1.



Administrative Services Committee Meeting

Meeting Date: 10/10/2023

HCD_ Augusta/CSRA Habitat for Humanity Funding 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 funding to Augusta/CSRA Habitat for Humanity to support the construction of one (1) single family affordable unit to be sold to a low income homebuyer.
Background:	<p>Housing and Community Development have partnered with Augusta/CSRA Habitat for Humanity for the development of a single family unit utilizing HOME funds. Habitat for Humanity has a history of many years and has proven ability to develop affordable housing in accordance with Augusta, Georgia and federal rules and regulations. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family unit:</p> <p>Augusta/CSRA Habitat for Humanity is requesting funds for the following:</p> <ul style="list-style-type: none"> 2724 Richmond Hill Road, Augusta, GA 30901: Funding Request: \$115,298.25 <p>The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit.</p>
Analysis:	Approval of the contract will allow the partnership to construct (1) single family unit in the Fleming Heights Community area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$ 115,298.25 to assist in the construction of one single family affordable housing unit.

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to support the construction of one (1) single family affordable unit to be sold to a low income homebuyer.

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:**

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 115,298.25**One Hundred Fifteen Thousand Two Hundred Ninety-Eight Dollars & 25/100**For Fiscal Year **2022**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“2724 Richmond Hill Road – Single Family Unit”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2023 (“*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 Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Habitat*”) 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, Habitat for Humanity 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 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity 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, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ **115,298.25** 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

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 2724 Richmond Hill 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. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta.*
- v. All projects are to possess the following components:*
 1. Evidence of Site Control
 2. 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.

3. If at the time of construction, there is no approved homebuyer, Habitat 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 Habitat for Humanity 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 \$ **87,347.25** in HOME funds shall be expended by Habitat for Humanity from Year 2022 HOME Program funds for construction costs related to the development of one (1)) single family unit at 2724 Richmond Hill Road in the Fleming Heights 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. 2724 Richmond Hill Road, Augusta, Georgia 30901

b. Developer’s Fee

An amount not to exceed \$ **27,951.00** in HOME funds shall be provided to Habitat for Humanity from Year 2020 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Habitat Community. Developer’s Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% pf unit is completed, and a certificate of occupancy is received.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Richmond Hill Road. on the West; Anne Street on the

East; Ruby Drive on the South; and Richard Roads on the North and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Habitat for Humanity 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, Habitat for Humanity 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

Habitat for Humanity 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. Habitat for Humanity will carry out this project with implementation oversight provided by HCD. Habitat for Humanity agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Habitat for Humanity, 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: **\$115,298.25** HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity 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 performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity 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. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.

- b. HCD will monitor the progress of the project and Habitat for Humanity performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Habitat for Humanity 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 of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 115,298.25** 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.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity 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. *Habitat for Humanity 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. Habitat for Humanity shall be paid a total consideration of no more than **\$115,298.25** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. 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 Habitat for Humanity.

2. Habitat for Humanity shall adhere to the following budget in the performance of this contract:

Construction	\$ 87,347.25
Developer's Fee	27,951.00
TOTAL HOME PROJECT COST:	\$ 115,298.25

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 Habitat for Humanity (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 Habitat for Humanity or any contractor/subcontractor hereunder. All payments to Habitat for Humanity by Augusta will be made on a per performance request through the AIA Document.
- B. Habitat for Humanity shall maintain a separate account and accounting process for HOME funding sources.
- C. Habitat for Humanity shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Habitat for Humanity 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 Habitat for Humanity 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. Habitat for Humanity 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 Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity 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 Habitat for Humanity. 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 Habitat for Humanity 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 Habitat for Humanity. In such instances, Habitat for Humanity 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 Habitat for Humanity.

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

Habitat for Humanity 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 Habitat for Humanity publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Habitat for Humanity 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 Habitat for Humanity 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: Habitat for Humanity 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, Habitat for Humanity 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

Habitat for Humanity 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), Habitat for Humanity 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

Habitat for Humanity 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

Habitat for Humanity 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. Habitat for Humanity will in all solicitations or advertisements for employees placed by or on behalf of Habitat for Humanity; 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

Habitat for Humanity 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, Habitat for Humanity 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

Habitat for Humanity 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, Habitat for Humanity 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 Habitat for Humanity 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 Habitat for Humanity 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 Habitat for Humanity shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Habitat for Humanity 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. Habitat for Humanity agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Habitat for Humanity 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

Habitat for Humanity 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

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity 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 Habitat for Humanity 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. Habitat for Humanity 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. Habitat for Humanity 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

Habitat for Humanity and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Habitat for Humanity 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. Habitat for Humanity will not discriminate against any person applying for shelter on the basis of religion. Habitat for Humanity 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 Habitat for Humanity 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, Habitat for Humanity 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 Habitat for Humanity 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 Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.
- B. Notwithstanding the above, Habitat for Humanity 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 Habitat for

Humanity 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 Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity 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

Habitat for Humanity will receive all notices at the address indicated below:

Augusta/CSRA Habitat for Humanity
2610 Commons Blvd.
Augusta, Georgia 30909

ARTICLE XII. INDEMNIFICATION

Habitat for Humanity 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, Habitat for Humanity 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

Habitat for Humanity 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, Habitat for Humanity 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 Habitat for Humanity handling or charged with the responsibility for handling funds and property pursuant to this contract. Habitat 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, Habitat for Humanity 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 Habitat for Humanity 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 Habitat for Humanity 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: _____
Garnett L. Johnson
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:

HABITAT FOR HUMANITY

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

Habitat for Humanity 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. *Habitat for Humanity 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. *Habitat for Humanity 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 the 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 the 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 **\$115,298.25** in Year 2022 HOME Investment Partnerships Funds to Habitat for Humanity. 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 commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity 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. Habitat for Humanity 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. Habitat for Humanity must make sure contractors obtain and posts all permits on job site. Prior to releasing final payment on each unit, Habitat for Humanity must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Habitat for Humanity must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- e. 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

HABITAT FOR HUMANITY 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

Meeting Date: October 10, 2023

AO Mental Health Model

Department:	Administrator's Office
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.
Background:	ACCG is seeking the support of all 159 counties in Georgia, to adopt a resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**RESOLUTION URGING THE GOVERNOR AND GENERAL ASSEMBLY OF
GEORGIA TO CONTINUE EFFORTS TO REFORM AND IMPROVE MENTAL
HEALTH SERVICES FOR THE CITIZENS OF GEORGIA**

WHEREAS, being the constitutional level of government closest to their constituents, Georgia counties are on the front lines of responding to mental health issues within the community as well as the development of mental health reform efforts; and

WHEREAS, Augusta, Georgia supports efforts designed to provide every citizen in need to have accessible, affordable, and adequate mental health services; and

WHEREAS, Augusta, Georgia is grateful for the efforts of Georgia's executive, legislative, and judicial branches in working towards mental health reform in recent years, such as the passage of HB 1013 (2022) and introduction of HB 520 (2023), Chief Justice Boggs's work on jail diversion initiatives, and Governor Kemp's commitment to expanding mental health resources in schools for children and young adults; and

WHEREAS, despite these prior steps and successes, Augusta, Georgia recognizes that there is still a tremendous amount of work for the citizens of Augusta, Georgia and other citizens across Georgia to receive adequate healthcare for mental health and substance abuse disorders; and

NOW, THEREFORE, BE IT RESOLVED by the Augusta, Georgia Commission that Augusta, Georgia reaffirms its commitment to reforming and improving mental health services for its citizens and all citizens of the state of Georgia.

BE IT FURTHER RESOLVED, that the Augusta, Georgia Commission specifically urges the Governor and General Assembly to continue efforts in the 2024 Session of the Georgia General Assembly to enhance Georgia citizens' access to vital mental health services, including the provision of state budgetary funding for additional behavioral health crisis centers across the state, additional co-responder units, and other resources to assist those with mental health and substance abuse disorders.

BE IT FURTHER RESOLVED that the Clerk of Commission is hereby directed to provide an executed copy of this Resolution to each member of the Richmond County delegation to the Georgia Senate and Georgia House of Representatives and to the Association County Commissioners of Georgia.

SO RESOLVED AND ADOPTED, this _____ day of _____, 2023.

By: _____
Garnett L. Johnson
As its Mayor

ATTEST: _____
Lena J. Bonner, Clerk of Commission

Seal:



Commission Meeting

October 3, 2023

New policy for employees physically clocking in

Department:	N/A
Presenter:	N/A
Caption:	Discuss and implement new policy for employees physically clocking in including SES employees. (Requested by Mayor Pro Tem Brandon Garrett)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

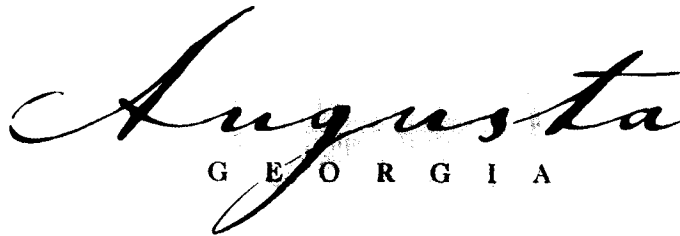


Administrative Services Committee

October 10, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on September 26, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES**

Commission Chamber

Tuesday, September 26, 2023

1:15 PM

ADMINISTRATIVE SERVICES**PRESENT**

Mayor Garnett Johnson

Commissioner Francine Scott

Commissioner Tony Lewis

Commissioner Jordan Johnson

ABSENT

Commissioner Sean Frantom

1. Receive as information the emergency request for the remediation of mold at the Probation Office in the amount of \$74,736.79 by ACC Restoration, LLC.

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

2. Motion to approve Housing and Community Development Department's (HCD's) request to enter into contractual agreement with David Green Realty, LLC. for property management services (RFP 23-273). Recommendation of award is for a 2 year contract with option to extend for three (3) additional one (1) year terms.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

3. Motion to approve two (2) Rehabilitation Projects in partnership with Curry Home Improvement.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

4. Motion to approve utilizing state contract (#SWC 99999-SPD-ES40199373-002) for the purchase of five Ford F250s, at a total cost of \$271,350 from Allan Vigil Ford for the Richmond County Fire Department.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

5. Motion to approve a collaboration between Augusta, Georgia, and the City of Savannah and the Chatham-Savannah Authority for the Homeless, to launch a public awareness campaign 'Give Change That Counts', and to authorize the mayor to execute all appropriate documents.

Motion to refer this item to the full Commission with no recommendation.

Motion made by Lewis, Seconded by Johnson.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

6. Receive as information the recommendations from the Office of the Administrator on a proposed environmental justice ordinance.

Motion to approve receiving as information the recommendation of the Interim Administrator to not proceed with drafting this ordinance.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

7. Motion to approve the minutes of the Administrative Services Committee held on September 12, 2023.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.

8. **Discussion:** Direct the Administrator to obtain completed Service Level Agreements (SLA's) from all City Works departments by December 31, 2023 and report back to the Commission the agreed upon SLA timeframes for each service request. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Motion to reconsider the approval of this item.

Motion made by Johnson, Seconded by Lewis.

Motion carries 3-0.

Motion to approve directing the Administrator to obtain completed Service Level Agreements by December 31, 2023 and report back to the Commission the agreed upon SLA timeframes for each service request.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Motion carries 3-0.



Administrative Services Committee

October 10, 2023

Talaya Parker

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Ms. Talaya Parker, Community Relations and Development Consultant, regarding development between city leaders and Springfield Baptist Church.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/>	Commission	Date of Meeting	_____
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	_____
<input type="checkbox"/>	Public Services Committee	Date of Meeting	_____
<input checked="" type="checkbox"/>	Administrative Services Committee	Date of Meeting	10-10-2023
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	_____
<input type="checkbox"/>	Finance Committee	Date of Meeting	_____

Contact Information for Individual/Presenter Making the Request:

Name: Talaya Parker

Address: 114 12th Street, Augusta, GA 30901 Springfield Baptist Church address

Telephone Number: 678-371-5184

Fax Number: _____

E-Mail Address: mspark913@gmail.com

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

Springfield Baptist Church is a historical landmark as the oldest African American Church located in the heart of Augusta, Georgia. I represent the church as the Community Relations and Development Consultant.

The goal of the request is to discuss development between city leaders and the church.

Thank you for the opportunity to submit the request for consideration. I look forward to hearing from you.

Please send this request form to the following address:

Ms. Lena J. Bonner
Clerk of Commission
Suite 220 Municipal Building
535 Telfair Street
Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

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

