



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, September 26, 2023

1:15 PM

ADMINISTRATIVE SERVICES

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.
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.
3. Motion to approve two (2) Rehabilitation Projects in partnership with Curry Home Improvement.
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.
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.
6. Receive as information the recommendations from the Office of the Administrator on a proposed environmental justice ordinance.
7. Motion to approve the minutes of the Administrative Services Committee held on September 12, 2023.
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)**



Administrative Services Committee

Meeting Date: 9/26/2023

Emergency - Probation Office Mold Remediation

Department:	Central Services Department
Presenter:	Ron Lampkin
Caption:	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.
Background:	Due to recent severe weather, several leaks were detected at the Probation Office. These leaks created interior issues and water damage. The sitting water has caused mold growth in various areas throughout the facility generating a hazardous environment. To correct the current situation, mold remediation followed by the restoration of the facility took place.
Analysis:	ACC Restoration performed the remediation and the restoration of the facility.
Financial Impact:	<p>\$74,736.79; SPLOST</p> <p>GL: 330-05-1120 / 53.19120</p> <p>JL: 223-05-1106 / 53.19120</p>
Alternatives:	<p>A – Receive as information</p> <p>B – Do not receive as information</p>
Recommendation:	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.
Funds are available in the following accounts:	<p>\$74,736.79; SPLOST</p> <p>GL: 330-05-1120 / 53.19120</p> <p>JL: 223-05-1106 / 53.19120</p>



Central Services Department

Ron Lampkin, Interim Director
Scarlet Green, Business Analyst

2760 Peach Orchard Road, Augusta, GA 30906
(706) 828-7174 Phone (706) 796-5077 Fax

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: Ron Lampkin, Interim Director, Central Services Department

DATE: August 21, 2023

SUBJECT: Emergency Memo – Mold Remediation

AUG 29 PM 4:39

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of an emergency at the Probation Office relating to mold remediation.

The Probation Office located at 398 Walton Way has experienced multiple floods inside the facility when it rains. The sitting water has caused mold growth in various areas throughout the facility creating a hazardous work environment. As per CDC recommendations, good air quality needs to be maintained in public facilities to reduce the spread of communicable diseases and ensure the safety of all employees and citizens. In order to correct the current situation, mold remediation followed by the restoration of the facility is required.

Please process a purchase order to ACC Restoration LLC in the amount of \$74,736.79 for mold remediation and restoration.

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

RL/sg

Item 1.

AUGUSTA-RICHMOND COUNTY GEORGIA

PURCHASING DEPARTMENT

REQUISITION

REQUISITION:

REQUISITION DATE: 08/25/2023

PURCHASE ORDER NUMBER:

PURCHASE ORDER DATE:

ITEM NAME: Central Services Department

ITEM NUMBER: SPL OST VIII, see below

DEPARTMENT HEAD: 

ITEM NO	DESCRIPTION	Quantity	NAME OF BIDDER		Unit Price	Total Price	NAME OF BIDDER		Unit Price	Total Price
			VENDOR	PHONE NUMBER			VENDOR	PHONE NUMBER		
			QUOTED BY							
1	MOLD REMEDIATION AND RESTORATION SERVICES AT THE AUGUSTA PROBATION OFFICE	1			\$ 74,736.79	\$ 74,736.79				
2										
3										
4										
5										
6	GL: 330-05-1120/53.19120									
7	JL: 223-05-1106/53.19120									
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
TOTAL BID					\$	74,736.79				
SHIPPING CHARGES										
DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER										

ACC Restoration LLC

Client: Augusta Probation Office
Property: 398 Walton Way
Augusta, GA 30909

Operator: THREEDRI

Estimator: Douglas Jackson
Business: 3026 Deansbridge Rd
Augusta, GA 30906

Business: (706) 306-9494

Reference:
Company: Douglas Jackson
Business: 3026 Deansbridge Rd.
Augusta, GA 30906

Business: (706) 306-9494

Type of Estimate:
Date Entered: 8/7/2023 Date Assigned: 8/7/2023
Date Est. Completed: 8/7/2023 Date Job Completed: 8/7/2023

Price List: GAAU8X_AUG23
Labor Efficiency: Restoration/Service/Remodel
Estimate: PROBATION2

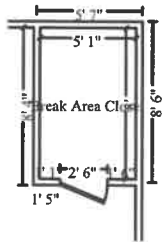
ACC Restoration LLC

PROBATION2

Main Level

Main Level

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Final cleaning - construction - Commercial	5,642.61 SF	0.21	0.00	237.00	1,421.95	(0.00)	1,421.95
Rebuild Estimate							
2. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	316.67	0.00	63.34	380.01	(0.00)	380.01
3. Face shield - Disposable 2 workers / 5 changes per day	10.00 EA	5.95	0.00	11.90	71.40	(0.00)	71.40
4. Personal protective mask (N-95)	10.00 EA	3.23	0.00	6.46	38.76	(0.00)	38.76
5. Residential Supervision / Project Management - per hour	6.00 HR	64.79	0.00	77.74	466.48	(0.00)	466.48
Trade Support / Initial Site Review / Drop and Pick Up Equipment							
6. Dehumidifier (per 24 hour period) - Large - No monitoring 6 dehu for 3 days	18.00 EA	72.50	0.00	261.00	1,566.00	(0.00)	1,566.00
7. Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit. 7 air scrubbers for 3 days	21.00 DA	105.50	0.00	443.10	2,658.60	(0.00)	2,658.60
Total: Main Level			0.00	1,100.54	6,603.20	0.00	6,603.20



Break Area Closet

Height: 8'

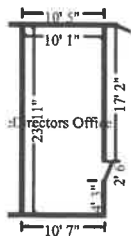
209.33 SF Walls	40.67 SF Ceiling
250.00 SF Walls & Ceiling	40.67 SF Floor
4.52 SY Flooring	26.17 LF Floor Perimeter
26.17 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
8. Content Manipulation charge - per hour	0.50 HR	41.99	0.00	4.20	25.20	(0.00)	25.20
9. R&R Glue down carpet	40.67 SF	2.96	0.00	24.08	144.46	(0.00)	144.46
10. R&R Baseboard - 2 1/4"	26.17 LF	3.68	0.00	19.28	115.58	(0.00)	115.58
11. Paint baseboard - two coats	26.17 LF	1.84	0.00	9.64	57.79	(0.00)	57.79
12. R&R Crown molding - 3 1/4"	26.17 LF	5.25	0.00	27.48	164.88	(0.00)	164.88
13. Paint crown molding - one coat	26.17 LF	1.27	0.00	6.64	39.88	(0.00)	39.88
14. 1/2" drywall - hung, taped, floated, ready for paint	40.67 SF	2.63	0.00	21.40	128.36	(0.00)	128.36
15. Seal/prime (1 coat) then paint (1 coat) the walls	209.33 SF	1.20	0.00	50.24	301.44	(0.00)	301.44
16. Seal the ceiling w/latex based stain blocker - one coat	40.67 SF	0.76	0.00	6.18	37.09	(0.00)	37.09
17. Acoustic ceiling (popcorn) texture	40.67 SF	1.11	0.00	9.02	54.16	(0.00)	54.16

ACC Restoration LLC

CONTINUED - Break Area Closet

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
18. Interior door - Detach & reset - slab only	1.00 EA	20.43	0.00	4.08	24.51	(0.00)	24.51
19. Paint door slab only - 2 coats (per side)	1.00 EA	47.56	0.00	9.52	57.08	(0.00)	57.08
20. Mask and prep for paint - tape only (per LF)	26.17 LF	0.77	0.00	4.04	24.19	(0.00)	24.19
21. R&R Blown-in insulation - 20" depth - R50	40.67 SF	3.69	0.00	30.02	180.09	(0.00)	180.09
22. Apply plant-based anti-microbial agent to the floor	40.67 SF	0.29	0.00	2.36	14.15	(0.00)	14.15
23. R&R Light fixture	1.00 EA	82.25	0.00	16.46	98.71	(0.00)	98.71
Totals: Break Area Closet			0.00	244.64	1,467.57	0.00	1,467.57



Directors Office

Height: 8'

544.00 SF Walls	241.16 SF Ceiling
785.16 SF Walls & Ceiling	241.16 SF Floor
26.80 SY Flooring	68.00 LF Floor Perimeter
68.00 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
24. Content Manipulation charge - per hour	1.00 HR	41.99	0.00	8.40	50.39	(0.00)	50.39
25. R&R Glue down carpet	241.16 SF	2.96	0.00	142.76	856.59	(0.00)	856.59
26. R&R Baseboard - 2 1/4"	68.00 LF	3.68	0.00	50.04	300.28	(0.00)	300.28
27. Paint baseboard - two coats	68.00 LF	1.84	0.00	25.02	150.14	(0.00)	150.14
28. R&R 1/2" drywall - hung, taped, floated, ready for paint	241.16 SF	3.06	0.00	147.60	885.55	(0.00)	885.55
29. Seal/prime (1 coat) then paint (1 coat) the walls	544.00 SF	1.20	0.00	130.56	783.36	(0.00)	783.36
30. Seal the ceiling w/latex based stain blocker - one coat	241.16 SF	0.76	0.00	36.66	219.94	(0.00)	219.94
31. Acoustic ceiling (popcorn) texture	241.16 SF	1.11	0.00	53.54	321.23	(0.00)	321.23
32. Detach & Reset Outlet	2.00 EA	20.62	0.00	8.24	49.48	(0.00)	49.48
33. Interior door - Detach & reset - slab only	1.00 EA	20.43	0.00	4.08	24.51	(0.00)	24.51
34. Paint door slab only - 2 coats (per side)	1.00 EA	47.56	0.00	9.52	57.08	(0.00)	57.08
35. Mask and prep for paint - tape only (per LF)	68.00 LF	0.77	0.00	10.48	62.84	(0.00)	62.84
36. R&R Blown-in insulation - 20" depth - R50	241.16 SF	3.69	0.00	177.98	1,067.86	(0.00)	1,067.86
37. R&R Fluorescent light fixture	2.00 EA	121.95	0.00	48.78	292.68	(0.00)	292.68

PROBATION2

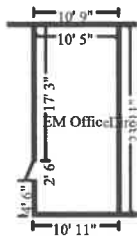
8/9/2023

Page: 3

ACC Restoration LLC

CONTINUED - Directors Office

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
38. R&R 1/2" - drywall per LF - up to 2' tall	68.00 LF	12.73	0.00	173.14	1,038.78	(0.00)	1,038.78
39. Apply plant-based anti-microbial agent to the floor	241.16 SF	0.29	0.00	13.98	83.92	(0.00)	83.92
Totals: Directors Office			0.00	1,040.78	6,244.63	0.00	6,244.63



EM Office

Height: 8'

549.33 SF Walls	249.13 SF Ceiling
798.47 SF Walls & Ceiling	249.13 SF Floor
27.68 SY Flooring	68.67 LF Floor Perimeter
68.67 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
40. Content Manipulation charge - per hour	1.00 HR	41.99	0.00	8.40	50.39	(0.00)	50.39
41. R&R Glue down carpet	249.13 SF	2.96	0.00	147.48	884.90	(0.00)	884.90
42. R&R Baseboard - 2 1/4"	68.67 LF	3.68	0.00	50.54	303.25	(0.00)	303.25
43. Paint baseboard - two coats	68.67 LF	1.84	0.00	25.28	151.63	(0.00)	151.63
44. R&R Crown molding - 3 1/4"	68.67 LF	5.25	0.00	72.10	432.62	(0.00)	432.62
45. Paint crown molding - one coat	68.67 LF	1.27	0.00	17.44	104.65	(0.00)	104.65
46. 1/2" drywall - hung, taped, floated, ready for paint	249.13 SF	2.63	0.00	131.04	786.25	(0.00)	786.25
47. Seal/prime (1 coat) then paint (1 coat) the walls	549.33 SF	1.20	0.00	131.84	791.04	(0.00)	791.04
48. Seal the ceiling w/latex based stain blocker - one coat	249.13 SF	0.76	0.00	37.86	227.20	(0.00)	227.20
49. Acoustic ceiling (popcorn) texture	249.13 SF	1.11	0.00	55.30	331.83	(0.00)	331.83
50. Detach & Reset Outlet	2.00 EA	20.62	0.00	8.24	49.48	(0.00)	49.48
51. Interior door - Detach & reset - slab only	1.00 EA	20.43	0.00	4.08	24.51	(0.00)	24.51
52. Paint door slab only - 2 coats (per side)	1.00 EA	47.56	0.00	9.52	57.08	(0.00)	57.08
53. Mask and prep for paint - tape only (per LF)	68.67 LF	0.77	0.00	10.58	63.46	(0.00)	63.46
54. R&R Blown-in insulation - 20" depth - R50	249.13 SF	3.69	0.00	183.86	1,103.15	(0.00)	1,103.15
55. R&R Fluorescent light fixture	2.00 EA	121.95	0.00	48.78	292.68	(0.00)	292.68
56. R&R 1/2" - drywall per LF - up to 2' tall	68.67 LF	12.73	0.00	174.84	1,049.00	(0.00)	1,049.00
57. Apply plant-based anti-microbial agent to the floor	249.13 SF	0.29	0.00	14.46	86.71	(0.00)	86.71

PROBATION2

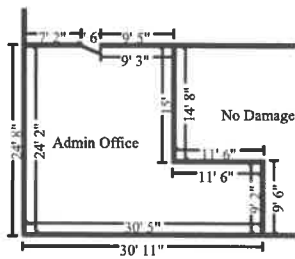
8/9/2023

Page: 4

ACC Restoration LLC

CONTINUED - EM Office

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: EM Office			0.00	1,131.64	6,789.83	0.00	6,789.83



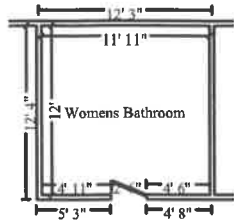
Admin Office

Height: 8'

873.33 SF Walls	562.57 SF Ceiling
1435.90 SF Walls & Ceiling	562.57 SF Floor
62.51 SY Flooring	109.17 LF Floor Perimeter
109.17 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
58. Content Manipulation charge - per hour	1.00 HR	41.99	0.00	8.40	50.39	(0.00)	50.39
59. R&R Glue down carpet	562.57 SF	2.96	0.00	333.04	1,998.24	(0.00)	1,998.24
60. R&R Baseboard - 2 1/4"	109.17 LF	3.68	0.00	80.34	482.08	(0.00)	482.08
61. Paint baseboard - two coats	109.17 LF	1.84	0.00	40.18	241.05	(0.00)	241.05
62. R&R Crown molding - 3 1/4"	109.17 LF	5.25	0.00	114.62	687.77	(0.00)	687.77
63. Paint crown molding - one coat	109.17 LF	1.27	0.00	27.74	166.39	(0.00)	166.39
64. 1/2" drywall - hung, taped, floated, ready for paint	562.57 SF	2.63	0.00	295.92	1,775.48	(0.00)	1,775.48
65. Seal/prime (1 coat) then paint (1 coat) the walls	873.33 SF	1.20	0.00	209.60	1,257.60	(0.00)	1,257.60
66. Seal the ceiling w/latex based stain blocker - one coat	562.57 SF	0.76	0.00	85.52	513.07	(0.00)	513.07
67. Acoustic ceiling (popcorn) texture	562.57 SF	1.11	0.00	124.90	749.35	(0.00)	749.35
68. Detach & Reset Outlet	2.00 EA	20.62	0.00	8.24	49.48	(0.00)	49.48
69. Interior door - Detach & reset - slab only	1.00 EA	20.43	0.00	4.08	24.51	(0.00)	24.51
70. Paint door slab only - 2 coats (per side)	1.00 EA	47.56	0.00	9.52	57.08	(0.00)	57.08
71. Mask and prep for paint - tape only (per LF)	109.17 LF	0.77	0.00	16.82	100.88	(0.00)	100.88
72. R&R Blown-in insulation - 20" depth - R50	562.57 SF	3.69	0.00	415.18	2,491.06	(0.00)	2,491.06
73. R&R Fluorescent light fixture	3.00 EA	121.95	0.00	73.18	439.03	(0.00)	439.03
74. R&R 1/2" - drywall per LF - up to 2' tall	109.17 LF	12.73	0.00	277.94	1,667.67	(0.00)	1,667.67
75. Apply plant-based anti-microbial agent to the floor	562.57 SF	0.29	0.00	32.64	195.79	(0.00)	195.79
Totals: Admin Office			0.00	2,157.86	12,946.92	0.00	12,946.92

ACC Restoration LLC

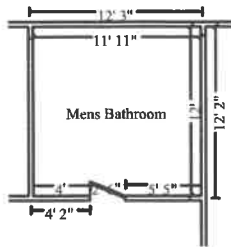


Womens Bathroom

Height: 8'

382.67 SF Walls	143.00 SF Ceiling
525.67 SF Walls & Ceiling	143.00 SF Floor
15.89 SY Flooring	47.83 LF Floor Perimeter
47.83 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
76. R&R Baseboard - 2 1/4"	47.83 LF	3.68	0.00	35.22	211.24	(0.00)	211.24
77. Paint baseboard - two coats	47.83 LF	1.84	0.00	17.60	105.61	(0.00)	105.61
78. R&R Crown molding - 3 1/4"	47.83 LF	5.25	0.00	50.22	301.32	(0.00)	301.32
79. Paint crown molding - one coat	47.83 LF	1.27	0.00	12.14	72.88	(0.00)	72.88
80. 1/2" drywall - hung, taped, floated, ready for paint	143.00 SF	2.63	0.00	75.22	451.31	(0.00)	451.31
81. Seal/prime (1 coat) then paint (1 coat) the walls	382.67 SF	1.20	0.00	91.84	551.04	(0.00)	551.04
82. Seal the ceiling w/latex based stain blocker - one coat	143.00 SF	0.76	0.00	21.74	130.42	(0.00)	130.42
83. Acoustic ceiling (popcorn) texture	143.00 SF	1.11	0.00	31.74	190.47	(0.00)	190.47
84. Detach & Reset Outlet	2.00 EA	20.62	0.00	8.24	49.48	(0.00)	49.48
85. Interior door - Detach & reset - slab only	1.00 EA	20.43	0.00	4.08	24.51	(0.00)	24.51
86. Paint door slab only - 2 coats (per side)	1.00 EA	47.56	0.00	9.52	57.08	(0.00)	57.08
87. Mask and prep for paint - tape only (per LF)	47.83 LF	0.77	0.00	7.36	44.19	(0.00)	44.19
88. R&R Blown-in insulation - 20" depth - R50	143.00 SF	3.69	0.00	105.54	633.21	(0.00)	633.21
89. R&R Ceramic tile - Standard grade	143.00 SF	13.92	0.00	398.12	2,388.68	(0.00)	2,388.68
90. Toilet - Detach & reset	1.00 EA	264.97	0.00	53.00	317.97	(0.00)	317.97
91. R&R Bathroom ventilation fan	1.00 EA	130.95	0.00	26.18	157.13	(0.00)	157.13
92. R&R Light fixture	1.00 EA	82.25	0.00	16.46	98.71	(0.00)	98.71
93. Apply plant-based anti-microbial agent to the floor	143.00 SF	0.29	0.00	8.30	49.77	(0.00)	49.77
94. Clean bathroom stall - Heavy*	1.00 EA	116.14	0.00	23.22	139.36	(0.00)	139.36
95. R&R Toilet flange	1.00 EA	323.51	0.00	64.70	388.21	(0.00)	388.21
Totals: Womens Bathroom			0.00	1,060.44	6,362.59	0.00	6,362.59



Mens Bathroom

Height: 8'

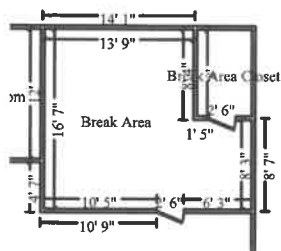
382.67 SF Walls	143.00 SF Ceiling
525.67 SF Walls & Ceiling	143.00 SF Floor
15.89 SY Flooring	47.83 LF Floor Perimeter
47.83 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
PROBATION2						8/9/2023	Page: 6

ACC Restoration LLC

CONTINUED - Mens Bathroom

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
96. R&R Baseboard - 2 1/4"	47.83 LF	3.68	0.00	35.22	211.24	(0.00)	211.24
97. Paint baseboard - two coats	47.83 LF	1.84	0.00	17.60	105.61	(0.00)	105.61
98. R&R Crown molding - 3 1/4"	47.83 LF	5.25	0.00	50.22	301.32	(0.00)	301.32
99. Paint crown molding - one coat	47.83 LF	1.27	0.00	12.14	72.88	(0.00)	72.88
100. 1/2" drywall - hung, taped, floated, ready for paint	143.00 SF	2.63	0.00	75.22	451.31	(0.00)	451.31
101. Seal/prime (1 coat) then paint (1 coat) the walls	382.67 SF	1.20	0.00	91.84	551.04	(0.00)	551.04
102. Seal the ceiling w/latex based stain blocker - one coat	143.00 SF	0.76	0.00	21.74	130.42	(0.00)	130.42
103. Acoustic ceiling (popcorn) texture	143.00 SF	1.11	0.00	31.74	190.47	(0.00)	190.47
104. Detach & Reset Outlet	2.00 EA	20.62	0.00	8.24	49.48	(0.00)	49.48
105. Interior door - Detach & reset - slab only	1.00 EA	20.43	0.00	4.08	24.51	(0.00)	24.51
106. Paint door slab only - 2 coats (per side)	1.00 EA	47.56	0.00	9.52	57.08	(0.00)	57.08
107. Mask and prep for paint - tape only (per LF)	47.83 LF	0.77	0.00	7.36	44.19	(0.00)	44.19
108. R&R Blown-in insulation - 20" depth - R50	143.00 SF	3.69	0.00	105.54	633.21	(0.00)	633.21
109. R&R Ceramic tile - Standard grade	143.00 SF	13.92	0.00	398.12	2,388.68	(0.00)	2,388.68
110. Toilet - Detach & reset	1.00 EA	264.97	0.00	53.00	317.97	(0.00)	317.97
111. R&R Bathroom ventilation fan	1.00 EA	130.95	0.00	26.18	157.13	(0.00)	157.13
112. R&R Light fixture	1.00 EA	82.25	0.00	16.46	98.71	(0.00)	98.71
113. Apply plant-based anti-microbial agent to the floor	143.00 SF	0.29	0.00	8.30	49.77	(0.00)	49.77
114. Clean bathroom stall - Heavy*	1.00 EA	116.14	0.00	23.22	139.36	(0.00)	139.36
115. R&R Toilet flange	1.00 EA	323.51	0.00	64.70	388.21	(0.00)	388.21
Totals: Mens Bathroom			0.00	1,060.44	6,362.59	0.00	6,362.59



Break Area

Height: 8'

572.00 SF Walls	272.71 SF Ceiling
844.71 SF Walls & Ceiling	272.71 SF Floor
30.30 SY Flooring	71.50 LF Floor Perimeter
71.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
116. Content Manipulation charge - per hour	3.00 HR	41.99	0.00	25.20	151.17	(0.00)	151.17
PROBATION2							

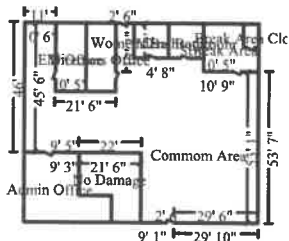
8/9/2023

Page: 7

ACC Restoration LLC

CONTINUED - Break Area

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
117. R&R Crown molding - 3 1/4"	71.50 LF	5.25	0.00	75.08	450.46	(0.00)	450.46
118. Paint crown molding - one coat	71.50 LF	1.27	0.00	18.16	108.97	(0.00)	108.97
119. R&R 1/2" drywall - hung, taped, floated, ready for paint	272.71 SF	3.06	0.00	166.90	1,001.40	(0.00)	1,001.40
120. Seal/prime (1 coat) then paint (1 coat) the walls	572.00 SF	1.20	0.00	137.28	823.68	(0.00)	823.68
121. Seal the ceiling w/latex based stain blocker - one coat	272.71 SF	0.76	0.00	41.46	248.72	(0.00)	248.72
122. Acoustic ceiling (popcorn) texture	272.71 SF	1.11	0.00	60.54	363.25	(0.00)	363.25
123. Mask and prep for paint - tape only (per LF)	71.50 LF	0.77	0.00	11.02	66.08	(0.00)	66.08
124. R&R Blown-in insulation - 20" depth - R50	272.71 SF	3.69	0.00	201.26	1,207.56	(0.00)	1,207.56
125. Detach & Reset Fluorescent light fixture	1.00 EA	83.48	0.00	16.70	100.18	(0.00)	100.18
126. Clean and deodorize carpet	272.71 SF	0.49	0.00	26.72	160.35	(0.00)	160.35
127. Floor protection - plastic and tape - 10 mil	272.71 SF	0.36	0.00	19.64	117.82	(0.00)	117.82
128. Apply plant-based anti-microbial agent to the floor	272.71 SF	0.29	0.00	15.82	94.91	(0.00)	94.91
Totals: Break Area			0.00	815.78	4,894.55	0.00	4,894.55



Common Area

Height: 8'

2820.00 SF Walls	3580.04 SF Ceiling
6400.04 SF Walls & Ceiling	3580.04 SF Floor
397.78 SY Flooring	352.50 LF Floor Perimeter
352.50 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
129. Content Manipulation charge - per hour	4.00 HR	41.99	0.00	33.60	201.56	(0.00)	201.56
--Time needed to move office equipment and cubicles							
130. R&R Crown molding - 3 1/4"	50.00 LF	5.25	0.00	52.50	315.00	(0.00)	315.00
131. Paint crown molding - one coat	352.50 LF	1.27	0.00	89.54	537.22	(0.00)	537.22
132. Seal/prime (1 coat) then paint (1 coat) the walls	2,820.00 SF	1.20	0.00	676.80	4,060.80	(0.00)	4,060.80
133. Seal the surface area w/latex based stain blocker - one coat	160.00 SF	0.76	0.00	24.32	145.92	(0.00)	145.92
134. Acoustic ceiling (popcorn) texture	3,580.04 SF	1.11	0.00	794.76	4,768.60	(0.00)	4,768.60

ACC Restoration LLC

CONTINUED - Commom Area

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
135. Mask and prep for paint - tape only (per LF)	352.50 LF	0.77	0.00	54.28	325.71	(0.00)	325.71
136. R&R Blown-in insulation - 20" depth - R50	160.00 SF	3.69	0.00	118.08	708.48	(0.00)	708.48
137. Clean and deodorize carpet	3,580.04 SF	0.49	0.00	350.84	2,105.06	(0.00)	2,105.06
138. R&R 1/2" drywall - hung, taped, ready for texture	160.00 SF	2.73	0.00	87.36	524.16	(0.00)	524.16
139. Seal/prime (1 coat) then paint (1 coat) the walls	2,820.00 SF	1.20	0.00	676.80	4,060.80	(0.00)	4,060.80
140. Remove Acoustic ceiling (popcorn) texture	3,420.04 SF	0.45	0.00	307.80	1,846.82	(0.00)	1,846.82
141. Floor protection - plastic and tape - 10 mil	3,580.04 SF	0.36	0.00	257.76	1,546.57	(0.00)	1,546.57
142. Apply plant-based anti-microbial agent to the floor	3,580.04 SF	0.29	0.00	207.64	1,245.85	(0.00)	1,245.85
143. Clean ductwork - (per LF)*	100.00 LF	4.24	0.00	84.80	508.80	(0.00)	508.80
Totals: Commom Area			0.00	3,816.88	22,901.35	0.00	22,901.35
Total: Main Level			0.00	12,429.00	74,573.23	0.00	74,573.23

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
144. Heat, vent, & air cond. labor minimum	1.00 EA	136.30	0.00	27.26	163.56	(0.00)	163.56
Totals: Labor Minimums Applied			0.00	27.26	163.56	0.00	163.56
Line Item Totals: PROBATION2			0.00	12,456.26	74,736.79	0.00	74,736.79

Grand Total Areas:

7,064.00 SF Walls	5,642.61 SF Ceiling	12,706.61 SF Walls and Ceiling
5,642.61 SF Floor	626.96 SY Flooring	883.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	883.00 LF Ceil. Perimeter
5,642.61 Floor Area	5,841.78 Total Area	7,064.00 Interior Wall Area
2,760.00 Exterior Wall Area	306.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

PROBATION2

8/9/2023

Page: 9

ACC Restoration LLC

Summary	
Line Item Total	62,280.53
Overhead	6,228.13
Profit	6,228.13
Replacement Cost Value	\$74,736.79
Net Claim	\$74,736.79

Douglas Jackson

ACC Restoration LLC

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (8%)	Storage Rental Tax (8%)	Local Food Tax (4%)
Line Items	6,228.13	6,228.13	0.00	0.00	0.00
Total	6,228.13	6,228.13	0.00	0.00	0.00

ACC Restoration LLC

Recap by Room

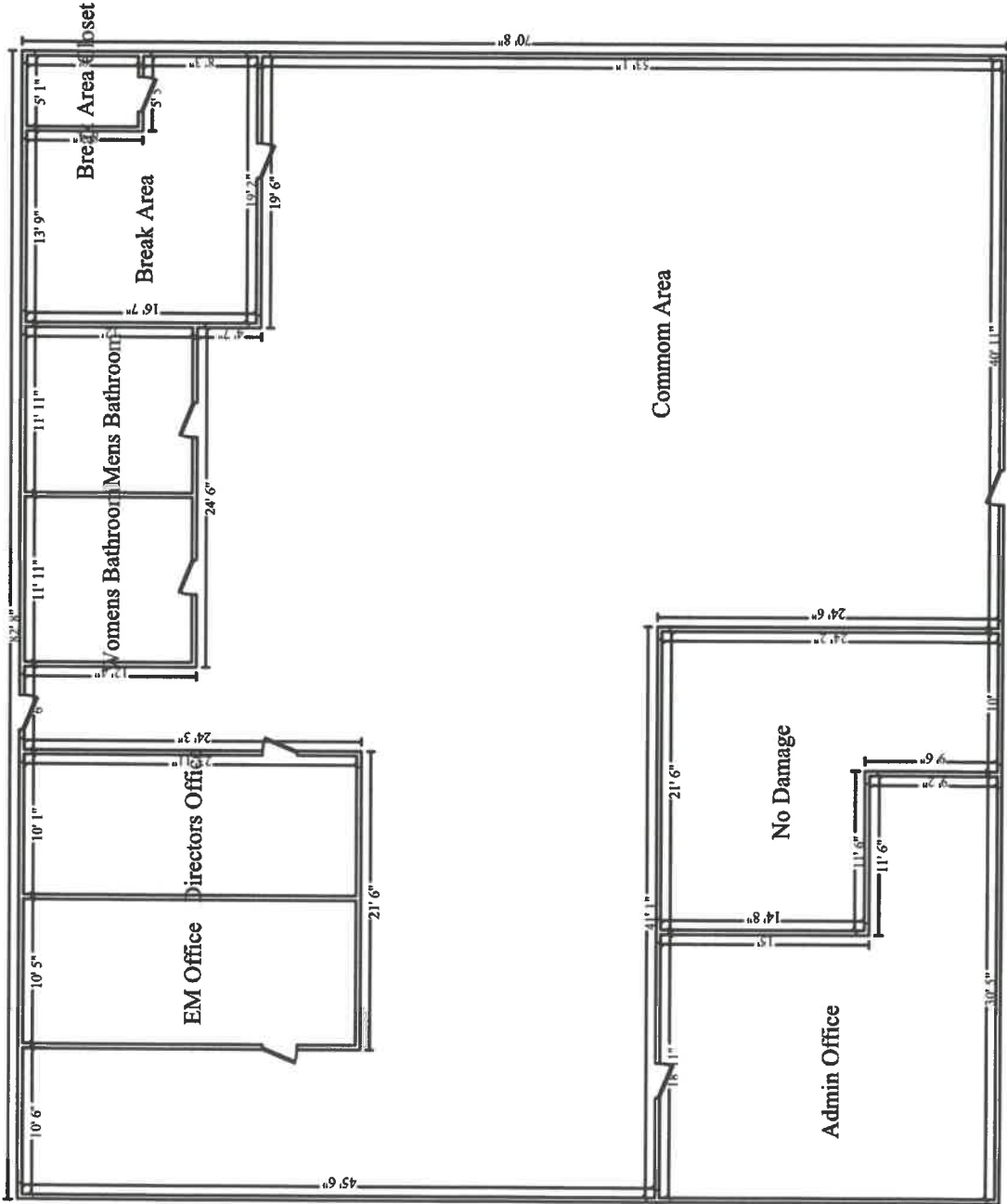
Estimate: PROBATION2

Area: Main Level	5,502.66	8.84%
Break Area Closet	1,222.93	1.96%
Directors Office	5,203.85	8.36%
EM Office	5,658.19	9.09%
Admin Office	10,789.06	17.32%
Womens Bathroom	5,302.15	8.51%
Mens Bathroom	5,302.15	8.51%
Break Area	4,078.77	6.55%
Commom Area	19,084.47	30.64%
<hr/>		
Area Subtotal: Main Level	62,144.23	99.78%
Labor Minimums Applied	136.30	0.22%
<hr/>		
Subtotal of Areas	62,280.53	100.00%
<hr/>		
Total	62,280.53	100.00%

ACC Restoration LLC

Recap by Category

O&P Items	Total	%
CLEANING	3,729.08	4.99%
CONTENT MANIPULATION	440.90	0.59%
GENERAL DEMOLITION	7,177.22	9.60%
DOORS	122.58	0.16%
DRYWALL	13,095.15	17.52%
ELECTRICAL	206.20	0.28%
FLOOR COVERING - CARPET	2,536.98	3.39%
FINISH CARPENTRY / TRIMWORK	3,119.68	4.17%
HAZARDOUS MATERIAL REMEDIATION	32.30	0.04%
HEAT, VENT & AIR CONDITIONING	362.72	0.49%
INSULATION	4,204.39	5.63%
LABOR ONLY	388.74	0.52%
LIGHT FIXTURES	1,060.57	1.42%
PLUMBING	1,064.42	1.42%
PAINTING	16,238.83	21.73%
TRAUMA/CRIME SCENE REMEDIATION	59.50	0.08%
TILE	3,403.40	4.55%
WATER EXTRACTION & REMEDIATION	5,037.87	6.74%
O&P Items Subtotal	62,280.53	83.33%
Overhead	6,228.13	8.33%
Profit	6,228.13	8.33%
Total	74,736.79	100.00%





Administrative Services Committee Meeting

Meeting Date: 09/26/2023

HCD_ Property Management Services Approval Request to David Greem Realty – RFP23-273

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	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.
Background:	Earmarked by the Augusta Georgia Land Bank Authority, HCD currently has 53 rental units throughout the Augusta, Georgia, Richmond County Area. Auben Realty previously managed the units, but the Augusta, Georgia Commission is reviewing the appointment of David Green Realty LLC as the new property management company. The primary objective of these rental units is to improve Augusta's housing index and address the affordable housing crisis in the area.
Analysis:	<p>Despite the agreement's expiration between Auben Realty and Augusta c/o HCD, the relationship remains intact. An RFP was issued for the servicers following the Augusta Procurement Code procedures.</p> <p>Four (4) vendors responded to the RFP. Through the evaluation process, David Greene Realty received the highest score. The Department requested to enter into negotiations with the vendor. Following a fair process that followed the proper procedures, the Department is requesting award to David Green Realty, LLC. as the new management company. The recommendation of award is for a 2 year contract with option to extend for three (3) additional one (1) year terms.</p> <p>The approval will allow HCD to continue to provide decent, safe, and affordable housing to citizens in the Augusta-Richmond County area.</p> <p>If approved by the Augusta, Georgia Commission, as per the budget, the management service fee for the contract term is estimated to be \$85 per unit for 53 units, resulting in a total cost of \$4,505.</p>

HCD is committed to seeking viable assets to further the department's mission, create housing opportunities, and prevent the displacement of Augusta's residents. This will lead to an increase in units, revenue, and management fees.

Financial Impact:

HCD has planned to use the rent proceeds collected from the rental units that were funded by various sources, including HOME Investment Partnership, Housing Opportunities for Persons with Aids (HOPWA), Community Development Block Grant (CDBG), Neighborhood Stabilization Program (NSP), and Laney Walker Bethlehem Bond (LWB).

As per the budget, the management service fee for the contract term is estimated to be \$85 per unit for 53 units, resulting in a total cost of \$4,505.00. Through regular reporting, HCD will keep Augusta's Finance Department informed about any updates related to the units, revenue, and management fees.

Alternatives:

Do not approve HCD request to enter into an agreement with David Green Realty, LLC., for Property Management Services.

Recommendation:

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.

Funds are available in the following accounts:

Rent received from units in the form of Program Income (PI), from grants awarded by the U.S. Department of Housing and Urban Development (HUD) e.g., HOME, HOPWA, NSP, BOND.

CDBG-221073211-5211119-Eight (8) Units

- Total CDBG \$4,248.00 (Total Rent for 1 Month)
 -\$680.00 (Management Fee \$85 per unit)
 \$3568.00

HOME-221073112-5211119-Twenty (21) Units

- Total HOME \$10,611.00 (Total Rent for 1 Month)
 -\$1,785.00 (Management Fee \$85 per unit)
 \$8,826.00

HOPWA-221073213-5211119-Six (6) Units

- Total HOPWA \$2,984.00 (Total Rent for 1 Month)
 -\$510.00 (Management Fee \$85 per unit)
 \$2,474.00

NSP (1&3)-221073217-5211119-Thirteen (13) Units

- Total NSP (1&3) \$5,728.00 (Total Rent for 1 Month)
 -\$1,105.00 (Management Fee \$85 per unit)
 \$4623.00

BOND-297075220-5211119-Five (5) Units

- Total Bond \$3,390.00 (Total Rent for 1 Month)
 -\$425.00 (Management Fee \$85 per unit)
 \$2965.00

**REVIEWED AND
APPROVED BY:**

Procurement
Finance
Law
Administrator
Clerk of Commission

AUGUSTA, GEORGIA HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
PROFESSIONAL SERVICES AGREEMENT

between
AUGUSTA, GEORGIA
and
DAVID GREENE REALTY, LLC

This agreement made and entered into this ____ day of ____ 2023 (the “Effective Date”), by and between Augusta, Georgia, (hereinafter referred to as “Augusta”) a political subdivision of the State of Georgia, acting by and through the Augusta, Georgia Housing and Community Development Department (“HCD”) whose address is 510 Fenwick Street, Augusta, GA, and David Greene Realty, LLC, (hereinafter referred to as the Consultant or Property Manager) a Limited Liability Company whose address is 119 Davis Road, Suite 1F, Augusta, GA 30907.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.

SCOPE OF SERVICES TO BE PROVIDED

- A.** Consultant will conduct those activities as indicated in RFP 23-273, Section III, “Scope of Services,” which is incorporated herein by reference as if each and every section and subsection thereof is subsequently recited below, including but not limited to:
 - a. Marketing properties for rent;
 - b. Screening and Selecting Tenants with appropriate background, identify, credit and financial investigations and in keeping with pre-defined tenant criteria;
 - c. Supervising and coordinating Tenant Move-In;
 - d. Collecting rent and enforcing late fees;
 - e. Conducting dispossessory proceedings and obtaining possession of properties following default of Tenant, restoring properties to rentable condition;
 - f. Maintaining management-level legal compliance and coordinating with legal counsel as necessary;
 - g. Conducting Inspections on a quarterly or as-needed basis and providing periodic reports on property condition;
 - h. Maintaining complete financial records and make disbursements to vendors, documenting all payments forensically with receipts and invoices;
 - i. Conducting all regular, preventive and emergency maintenance, documenting repair and maintenance activity and providing reports; and
 - j. Supervising Tenant move-out and return of property to the rent roll.
- B.** Consultant agrees to provide, as an essential and necessary component of the contract, those services described in RFP-273, Section IV, “General Expectations,” the following services under this subsection. Failure to provide these essential services may cause a default and termination under this agreement or may result in a reasonable reduction of

compensation to the Property Manager, to either be agreed upon by the parties or to be submitted to a mutually-agreed upon third-party arbitrator.

- a. The Property Manager must assign at least two (2) Project Managers to perform the services under this Contract, and at least one Project Manager being available 24 hours per day/365 days per year in the event an emergency arises.
- b. The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;
- c. HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;
- d. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally, be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;
- e. The Property Management shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Agreement pursuant to Notice requirements;
- f. The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- g. The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;
- h. The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- i. Environmentally sustainable practices should be utilized whenever practical;
- j. As part of the continuation of requirements set forth by the federal programs, Property Manager is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- k. Property Management shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- l. No later than 24-hours after completion of any repairs, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- m. Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.

- n. Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. If the Property Manager has a limit on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP).

ARTICLE II

TERM

Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion. The term of this Agreement will be two years from the date of the effective date. Upon written agreement between the Parties, the Agreement may be extended for an additional year, but no further than three extensions, for a total of five years of the length of this Agreement, shall be permitted.

ARTICLE III

CONSIDERATION/FEES

- A. Augusta shall pay to consultant a fixed price of eighty-five and 00/100 United States Dollars (\$85.00) per month for each leased unit. In addition, Consultant shall receive One-half of the first full month's lease payment for each new leased unit. All payments shall be forwarded to HCD and HCD will deduct fees and payments from rents and then return appropriate amounts to consultant.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant hereby represents and warrants to HCD as follows:

- A. **Due Authorization and Binding Obligation.** This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.
- B. **No Conflict.** To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Consultant is a party or by which Consultant or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or

security interest upon any assets of Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

- C. No Approvals Required.** No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.
- D. Financial Condition.** There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.
- E. No Collusion.** Consultant's Proposal is genuine and not collusive or a sham. Consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.
- F. Information Supplied By Consultant.** The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. Consultant's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.
- G. Ethics: Gratuities and Kickbacks.** Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of HCD or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof, for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.
- H. Contingent Fees.** The Consultant 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 Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.
- I. Existence and Powers.** Consultant is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with

full power, authority and legal right to enter into and perform its obligations under this Agreement.

- J.** Augusta's selection of the Consultant was made with specific reliance on the qualifications and experience of specific Consultant staff identified in the Consultant's response to RFP 23-273, incorporated herein by reference. Unless substitutions are otherwise approved by Augusta or HCD, Consultant agrees to assign specific staff members to this Agreement substantially in keeping with the roles articulated in Consultant's response.
- K.** The ownership of all data, drawings, charts, etc. which are prepared or produced under this Agreement shall be that of Augusta, Georgia.
- L.** Contractor acknowledges that Augusta, Georgia is an "agency" pursuant to the Georgia Open Records Act, OCGA 50-18-70 et seq., and agrees to cooperate with any request for public records pursuant to that Act if such lawful request is made to Augusta, Georgia, or Contractor for public records that are open for inspection and copying pursuant to that Act. Contractor shall comply with any requirements for that Act for affidavits for trade secrets or other such confidential information that Contractor wishes to keep confidential pursuant to the requirements of law.

ARTICLE V

INSURANCE

- A.** David Greene Realty, LLC shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy that will ensure and indemnify Augusta against liability or financial loss resulting from injuries occurring to persons or property or occurring, as a result of any negligent error, act or omission of David Greene Realty, LLC during the term of this Agreement. David Greene Realty, LLC shall provide, at all times, Worker's Compensation insurance in accordance with the laws of the State of Georgia. Augusta will be named as an additional insured with respect to David Greene Realty, LLC's liabilities hereunder in insurance coverages. The policies shall be written by a responsible company(s), to be approved by Augusta, and shall be noncancellable except on thirty (30) days' written notice to Augusta. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Agreement:
- B.** The Consultant shall carry professional/public liability insurance coverage in the amount of One Million Dollars \$1,000,000 covering itself and all of its employees and agents.
 - a. Additional Insured – Consultant agrees to endorse Augusta as an Additional Insured on the Commercial General Liability. The Additional Insured shall read 'Augusta as its interest may appear'.
 - b. Certificate of Insurance – Consultant agrees to provide Augusta a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. If Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify Augusta within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

ARTICLE VI

TERMINATION

- A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. HCD shall, upon invoice, pay for all service rendered to the date of termination as provided for herein.
- B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.
- C. **Termination of the Agreement for Default.** Failure of the Consultant, which has not been remedies or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.
- D. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:
 - a. **Assignment for Creditors:** The Consultant makes a general assignment for the benefit of creditors.
 - b. **Bankruptcy:** The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.
 - c. **Receivership:** A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.
- E. **Termination.** Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:
 - a. In the event that the Consultant fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or
 - b. In the event that the Consultant makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or
 - c. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of HCD.
- F. **Temporary Suspension or Delay of Performance of Contract.** To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

- A. Consultant will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by Consultant herein, or to the wages paid by Consultant to its employees.
- B. Consultant will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.
- C. All reports, documents, data bases, commercials, and other deliverable products produced by Consultant for sole purposes of HCD under the terms of this Agreement will at all times be the exclusive property of HCD.
- D. **Governing Law.** This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.
- E. **Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- F. **Severability.** In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.
- G. **No Third Party Beneficiary.** This Agreement is intended to be solely for the benefit of Consultant and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.
- H. **HCD Approvals and Consents.** When this Agreement requires any approval or consent by Augusta Housing & Community Development to a Consultant submission, request or report, the approval or consent shall be given by HCD's Authorized Representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by HCD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if HCD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the HCD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.
- I. **Notices and Authorized Representatives.** All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above.

All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:

Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901
&
Augusta Housing and Community Development
510 Fenwick Street
Augusta, Georgia 30901
Attn: Hawthorne Welcher

With a Copy to:

General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For Consultant:

David Greene Realty, LLC
119 Davis Road, Suite 1F
Augusta, GA 30907
Attn: David Greene

With a Copy to:

Phillip Hibbard
Phillip Scott Hibbard, P.C.
205 Pitcarin Way
Augusta, GA 30909

- J. Nondiscrimination.** During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- K. Indemnification.** Consultant hereby agrees to hold harmless, indemnify and defend Augusta, Augusta Housing & Community Development, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, arising from any act or non-act or the commission or omissions of any act while under the terms of this Agreement.

- L. Compliance with laws:** The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.
- M. Prompt Pay Act.** The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- N.** Contractor 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, Contractor is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Contractor agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Contractor provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.
- O.** 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.

- P.** Throughout the term of this contract, Consultant will comply with all applicable federal, state, or local laws related to equal employment opportunity and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. Consultant will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Consultant certifies that it is not, nor will it employ any individuals or subcontractors who are debarred, suspended, or otherwise excluded by the U.S. Department of Housing and Urban Development, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Consultant further certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, Consultant will promptly disclose to Augusta if this certification ceases to be accurate at any point during the contract period. As applicable, Consultant will comply with the requirements of 2 CFR 200.322 related to the procurement of materials under this contract.
- Q. Inspection.** Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia. Consultant agrees to maintain records of costs and services provided to document and fully support billings. All books, records and other documents relevant to this agreement shall be retained for a period of three years after the end of the fiscal year during which they were created. Augusta and their duly authorized representatives shall have access to the books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- R. Independent Contractor.** The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or Augusta Housing & Community Development; and shall retain control over its employees, agents, servants and subcontractors.
- S. Assignment and Subcontracting.** The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion.
- T. Choice of Law and Venue.** This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Consultant by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.
- U. Invalid Provisions:** If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such

covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or provision does not materially prejudice either the HCD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

- V. Waivers.** Failure by Augusta to insist upon the strict performance by the Consultant of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the Consultant.
- W. Entire Agreement.** This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, Consultant hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and the Consultant's response to RFP 22-273 (Exhibit "A"), the Consultant's response to RFP 22-273 shall take precedence over this Agreement.

SIGNATURES ON NEXT PAGE OVER

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

David Greene Realty, LLC

Name: David Greene

Title: Managing Member

Signature: _____

Date: _____

Augusta, Georgia Mayor

Name: Garnett L. Johnson

Title: Mayor

Signature: _____

Date: _____

Augusta Housing and Community Development Department

Name: Hawthorne Welcher Jr.

Title: Director

Signature: _____

Date: _____

Attest: _____

Lena J. Bonner, Clerk of Commission

EXHIBIT A**SCOPE OF SERVICES:**

The Property Manager will be required to provide full service, comprehensive property management and maintenance services necessary to maintain and preserve the properties acquired as a part of the Augusta, GA (HCD) project. The Property Manager must have a least two years of work experience and knowledge of the federal programs and guidelines as listed in the request. The Property Manager will be responsible for regularly assessing the conditions of the properties, mobilizing quickly to address repairs and other issues requiring immediate attention, and developing and implementing preventive maintenance measures. At HCD's request, the Property Manager (or its subcontractor) shall secure properties, repair asset damage, perform preventive maintenance, and provide design services and build-out of minor site renovations and improvements that may fall outside of normal routine property maintenance. Property management must be able to provide a response time of no more than sixty (60) minutes for emergency or repair calls. For each fiscal year, the procured company will be responsible for the verification of persons requesting application to ensure the total household income does not exceed the 80% AMI limit.

GEORGIA-STATE INCOME LIMITS**Augusta-Richmond County****Fiscal Year: 2023; Median Family Income: \$78,000**

FY 2023 Income Limit Area Median Income	FY 2022 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Richmond County \$ 78,000	Extremely Low (30%) Income Limits	\$ 16,400	\$ 18,750	\$ 21,100	\$ 23,400	\$ 25,300	\$ 27,150	\$ 29,050	\$ 30,900
	VeryLow (50%) Income Limits	\$ 27,300	\$ 31,200	\$ 35,100	\$ 39,000	\$ 42,150	\$ 45,250	\$ 48,400	\$ 51,500
	Low (60%) Income Limits	\$ 32,760	\$ 37,440	\$ 42,120	\$ 46,800	\$ 50,580	\$ 51,300	\$ 58,080	\$ 61,800
	Low (80%) Income Limits	\$ 43,70	\$ 49,950	\$ 56,200	\$ 62,400	\$ 67,400	\$ 72,400	\$ 77,400	\$ 82,400
NSP	120%	\$ 63,400	\$ 72,500	\$ 81,500	\$ 90,600	\$ 97,850	\$ 105,100	\$ 112,350	\$ 119,600

The procured firm will need to demonstrate both its capacity to meet the expectations of AHCCD and is track record of demonstrated skills as outlined in each of the areas noted:

Market the property for rent

- A.** Prepare home for rent
 - a. Clean home and optimize interior appeal
 - b. Manicure landscaping to increase curb appeal
- B.** Create ads tailored to the property and advertising medium. Some of the mediums commonly used are:
 - a. Paid and free rental listing websites
 - b. Print publications
 - c. Signs
 - d. MLS
 - e. Fliers
- C.** Work with other realtors and leasing agents to find a tenant

- D. Field calls from prospects for questions and viewings
- E. Meet prospective tenants for showings throughout the week and weekend.
- F. Provide prospective tenants with rental applications that are legally compliant with fair housing laws and federal regulations.
- G. Collection of applications with application fee

Tenant Screening and Selection

- A. Perform a background check to verify identity, income, credit history, rental history, etc.
- B. Work with HCD to place tenants as recommended.
- C. Grade tenant according to pre-defined tenant criteria
- D. Inform tenants who were turned down

Tenant Move In

- A. Draw up leasing agreement
- B. Confirm move in date with tenant
- C. Review lease guidelines with tenant regarding things like rental payment terms and required property maintenance
- D. Ensure all agreements have been properly executed
- E. Perform detailed move in inspection with tenant and have tenant sign a report verifying the condition of the property prior to move in.
- F. Collect first month's rent and security deposit

Rent Collection

- A. Receive rent
- B. Searching for late payments
- C. Sending out pay or quit notices
- D. Enforcing late fees

Evictions

- A. Filing relevant paperwork to initiate and complete an unlawful detainer action
- B. Representing owner in court
- C. Coordinating with law enforcement to remove tenant and tenants' possessions from unit
- D. Clean Unit and make ready for new tenant

Legal

- A. Advise in the event of a legal dispute or litigation
- B. Refer owner to a qualified attorney when necessary
- C. Understand and abide by the latest local, state and federal legislation that apply to renting and maintaining rental properties

Inspections

- A. Perform periodic inspections (Inside and outside) on a predefined schedule looking for repair needs, safety hazards, code violations, lease violations, etc.
- B. Send owner periodic reports on the condition of the property

Financial

- A. Provide accounting property management services
- B. Make payments on behalf of owner (landscaping, insurance, pest control, etc.)
- C. Detailed documentation of expenses via invoices and receipts

- D. Maintain all historical records (paid invoices, leases, inspection reports, warranties, etc.)
- E. Provide annual reporting prepared for presentation to the property owner, its successors and/or assigns, detailing all financial transactions per unit
- F. Provide easy to read monthly cash-flow statements which offer a detailed breakdown of income and itemized expenses

Maintenance, Repairs, and Remodeling

- A. Provide and oversee an in-house maintenance crew consisting of a network of licensed, bonded and fully insured contractor(s) who have been vetted for good pricing and good work that is up to code as approved through AHCD
- B. Notify HCD immediately of any issues requiring urgent attention
- C. Perform maintenance and preventive maintenance including: removal of trash and debris; cutting grass and shrubbery; moving supplies such as railroad tires and sign; repairing broken gates and fences; graffiti removal; address/repair hazards and liabilities such as exposed metal or sinkholes, removal of non-operable vehicles, etc.
- D. Provide a monthly activity log that document work completed by Property Manager and outstanding issues that need to be addressed; also include photographs where appropriate or as requested.
- E. Secure properties, which may include boarding up properties, installing appropriate signage (i.e., "No Trespassing", etc.) and installing fences, gates and/or padlocks.
- F. Establish a preventative maintenance policy to identify and deal with repair needs
- G. Assign jobs to different parties (in-house employees, handyman and professional contractors) based on who will do the best job for the best price
- H. Maintain and monitor a 24-hour emergency repair hot-line with no more than a 60-minute response time

Tenant Move Out

- A. Inspect unit and fill out a report on the property's condition when the client moves out
- B. Provide tenant with a copy as well as estimated damages
- C. Return the balance of the security deposit to the tenant
- D. Forward any portion of the owner's portion of the tenant deposit to the owner or hold in owner reserves for repairs.
- E. Clean unit and perform any needed repairs or upgrades
- F. Re-key the locks
- G. Put the property back on the market for rent

GENERAL EXPECTATIONS

The Property Manager is expected to perform the above scope of work in the following manner. Failure to meet the expectations outlined below may result in a reduction in compensation to Property Manager.

- A. The Property Manager must assign at least **two (2) Project Managers** to perform the services under this Contract, and at least one Project Manager being **available 24 hours per day/365 days** per year in the event an emergency arises.
- B. **The Property Manager shall acknowledge and fulfill (or commence) all HCDs requests for emergency work no later than sixty minutes of notice from tenant or HCD;**
- C. **HCD requests for non-emergency work should be acknowledged within 24 hours and fulfilled (or commenced) within two (2) business days;**
- D. When on HCD property or engaging in business related to the scope of work contained herein, the Property Manager, and its employees and Consultants, must represent themselves professionally,

be courteous to HCDs users, and wear clothing that identifies their employer. When questioned, Property Manager and/or its subconsultants or employees' should state for whom they work and the general nature of the work to be performed;

- E. The Property Manager shall designate a Project Manager as the principal point of contact for the day-to-day communications and notify HCD of the same. If there is a change in project manager, the Property Manager must immediately notify HCD of the new Project Manager. If, at any point during the term of the contract, the Property Manager has not provided HCD with the correct contact information for the Project Manager HCD shall be authorized to terminate the Contract;
- F. The Property Manager shall maintain and provide to HCD a list of pre-approved subconsultants, properly licensed to do work in Georgia, for services including fencing, landscaping, tree removal, site security, graffiti removal, demolition, electrical, plumbing mechanical, framing and roofing. Prior to releasing any subconsultants to perform work on an HCD asset, the Contract, evidence of insurance (copy of COI) and license information shall be provided to HCD;
- G. The Property Manager shall communicate in a professional manner with HCD staff, as well as other Consultants utilized by HCD;
- H. The Property Manager shall perform all activities in an efficient manner, using standard commercial practices and using appropriately licensed subconsultants;
- I. Environmentally sustainable practices should be utilized whenever practical;
- J. As part of the continuation of requirements set forth by the federal programs, HCD is also responsible for the maintenance of properties acquired by HCD to be utilized as affordable rental and or homeownership. The Property Manager must be willing to take on new units as indicated by HCD.
- K. Property Manager shall perform, or cause to be performed, all asset inspections on a quarterly basis, and submits reports resulting from said inspections to HCD no later than 24-hours after completion of the physical inspection. Inspection reports shall contain exterior and interior (if applicable) photographs of each asset. Failure to complete inspections and/or submit inspection reports as required may result in a reduction in compensation to Property Manager;
- L. No later than **24-hours after completion of any repairs**, Property Manager shall submit photographs to HCD documenting that the repairs have been completed. Failure to submit photographs may result in delayed and/or reduced compensation;
- M. **Property Manager shall submit all invoices promptly upon completion of the work. Failure to submit invoices timely may result in delays in payment processing, Property Manager should expect to receive payment within 30 days after HCD received and approved invoice.**
- N. Property Manager is expected to begin work on on-call non-routine maintenance without any initial deposit from HCD. This expectation includes situations where a subconsultant is requiring a deposit to commence work, in which case the Property Manager shall pay the deposit to the subconsultant so that work may begin. **If the Property Manager has a limit on the amount of work it can perform prior to payment by HCD, Property Manager must disclose that amount part of its response to this Request For Proposal (RFP)**

Request for Proposal

Request for Proposals will be received at this office until **Thursday, January 26, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: **860 9657 3460**; Passcode: **560454** for furnishing:

RFP Item #23-273 Property Management Services for Augusta, GA – Housing and Community Development

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).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, January 13, 2023 @ 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 ninety (90) days after proposals 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:

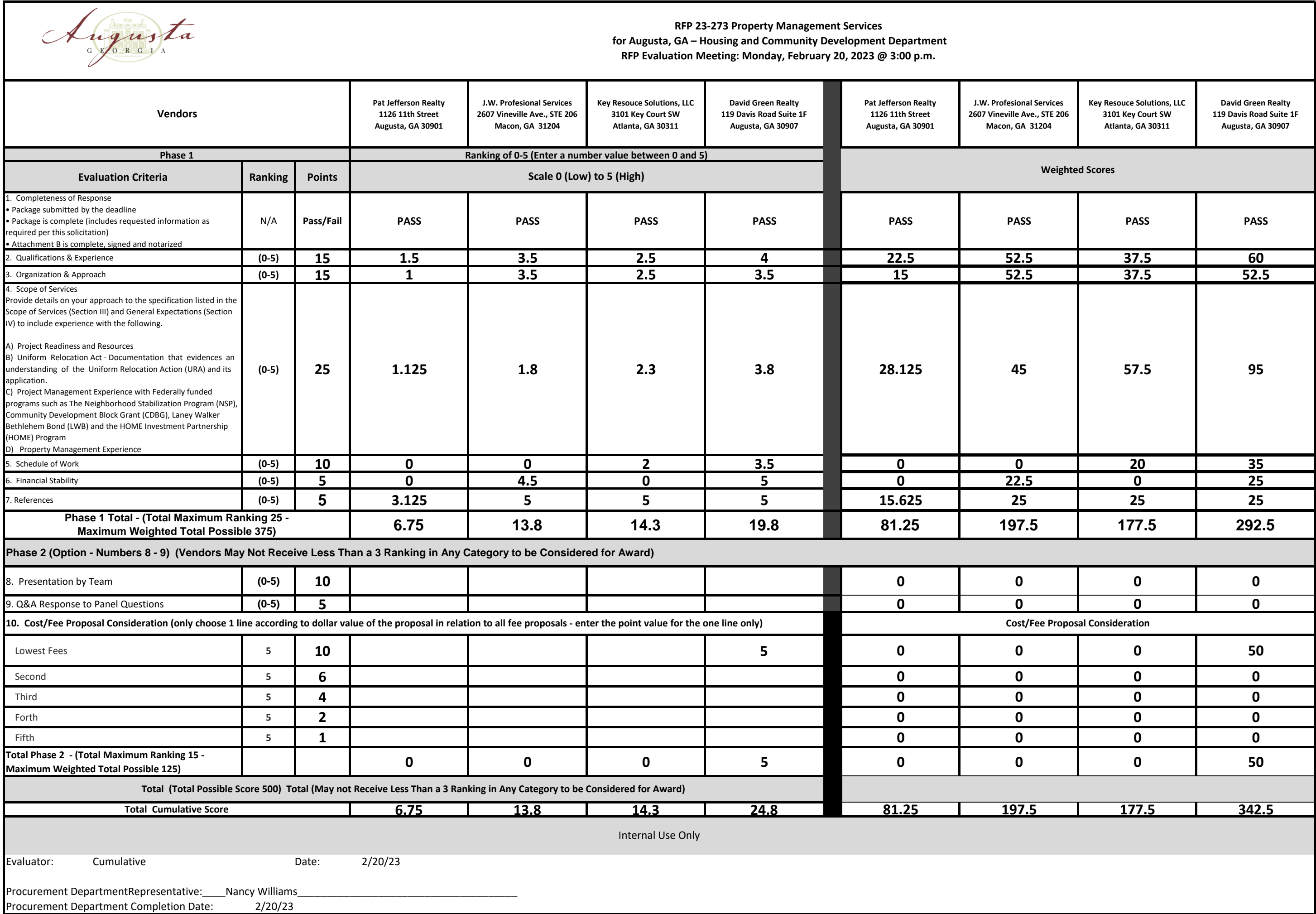
Augusta Chronicle	December 20, 29, 2022 and January 5, 12, 2023
Metro Courier	December 29, 2022

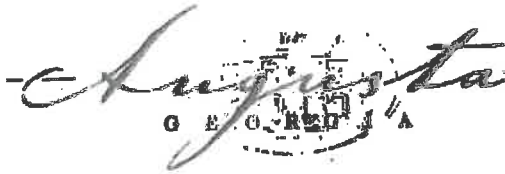


**RFP 23-273 Property Management Services
for Augusta, GA – Housing and Community
Development Department
RFP Due: Thursday, January 26, 2023 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 26
Total Number Specifications Download (Demandstar): 9
Total Electronic Notifications (Demandstar): 216
Georgia Procurement Registry: 766
Total packages submitted: 4
Total Noncompliant: 0

VENDORS	Attachment "B"	E-Verify	Save Form	Fee Proposal	Original	7 Copies
Pat Jefferson Realty 1126 11th Street Augusta, GA 30901	YES	469409	YES	YES	YES	YES
J.W. Profesional Services 2607 Vineville Ave., STE 206 Macon, GA 31204	YES	1320807	YES	YES	YES	YES
Key Resouce Solutions, LLC 3101 Key Court SW Atlanta, GA 30311	YES	2062411	YES	YES	YES	YES
David Green Realty 119 Davis Road Suite 1F Augusta, GA 30907	YES	2057244	YES	YES	YES	YES



**Housing & Community Development Department****Hawthorne E. Welcher, Jr.**
Director**Shauntia Lewis**
Deputy Director**Memorandum****To:** Geri Sams, Procurement Director
Darrell White, Deputy Procurement Director**From:** Hawthorne Welcher, Jr., Director **Date:** February 27, 2023**RE:** Property Management (RFP #23-273)

After careful consideration and review of documentation, Augusta Housing and Community Development (HCD) is pleased to accept the proposal submitted by David Greene Realty for RFP #23-273. We would like to begin with the proper contract negotiation with the submission of a draft contract for review.

If you have any questions, please contact La Sandra Corley, Housing Programs Manager at (706) 821-1797.

HW/lc



AUBEN REALTY
ATTN: BROKER
1918 CENTRAL AVE
AUGUSTA, GA 30904

AUGUSTA PARTNERS PROPERTY
MANAGEMENT
3633 WHEELER RD ,SUITE #125
AUGUSTA, GA 30909

BETTER HOMES & GARDENS REAL ESTATE
1030 JIMMIE DYESS PKWY
SUITE #6
AUGUSTA, GA 30909

THREE 16 PROPERTY MANAGEMENT
4290 BELAIR FRONTAGE RD., SUITE B
AUGUSTA, GA 30909

CENTURY 21 LARRY MILLER REALTY
235 N BELAIR RD
EVANS, GA 30809

FICKLING MANAGEMENT SERVICE
930 BROAD STREET
AUGUSTA, GA 30901

SHERMAN & HEMSTREET
624 ELLIS STREET
AUGUSTA, GA 30901

MEYBOHM REAL ESTATE
4424 EVANS TO LOCKE ROAD
EVANS, GA 30809

MEYBOHM
3519 WHEELER RD
AUGUSTA, GA 30909

WALKER REAL ESTATE
2479 WRIGHTSBORO RD.
AUGUSTA, GA 30904

GOOD SENSE REALTY
3514 WRIGHTSBORO RD
AUGUSTA, GA 30909

PAT JEFFERSON REALTY
ATTN: JOE JONES
1126 11TH ST.
AUGUSTA, GA 30901

BLOUNT REALTY, LLC
2907C TOBACCO ROAD
HEPHZIBAH, GA 30815

BRIDGES REALTY, LLC
3540 WHEELER RD., SUITE 140
AUGUSTA, GA 30909

REALTY ONE VISIONAIRES
1106 BROAD STREET, SUITE B
AUGUSTA, GA 30901

RIGHT CHOICE PROPERTY
MANAGEMENT
1106 BROAD ST., SUITE B
AUGUSTA, GA 30901

ASSOCIATION PATNERS
119 DAVIS ROAD, #1F
AUGUSTA, GA 30907

JW PROFESSIONAL SERVICES
2607 VINEVILLE AVE., SUITE 206
MACON, GA 312047

WALKER REAL ESTATE
2479 WRIGHTSBORO RD.
AUGUSTA, GA 30904

VERONICA HARRIS REALTY
2321 PEACH ORCHARD RD.
AUGUSTA, GA 30906

BOB HALE REALTY
3009 DEANS BRIDGE RD.
AUGUSTA, GA 30906

CHARLES & TIA ALLEN REAL ESTATE
207 HUDSON TRACE
AUGUSTA, GA 30907

BRASHEAR REALTY
513 BROAD STREET
AUGUSTA, GA 30901

A NEW SOURCE REALTY
1278 MERRY STREET
AUGUSTA, GA 30901

HAWTHORNE WELCHER
HOUSING & COMMUNITY DEVELOPMENT

LASANDRA CORLEY
HOUSING & COMMUNITY DEVELOPMENT

PHYLLIS JOHNSON
COMPLIANCE DEPARTMENT

RFP ITEM #22-273
PROPERTY MANAGEMENT SERVICES FOR
AUGUSTA, GA-HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT
BID DUE: THURS., JAN. 26, 2023 @ 11:00 A.M.

RFP ITEM #22-273
PROPERTY MANAGEMENT SERVICES FOR
AUGUSTA, GA-HOUSING AND COMMUNITY
DEVELOPMENT DEPARTMENT
MAILED: 12/20/22

PAGE 1 OF 1

usregistryconnect 2022-12-20	rfq@u. registryconnect.com usregistry, usregistry	N	NOM	Item 2.
---------------------------------	--	---	-----	---------

ETHNIC GROUP COUNT

African American 182

Asian American 11

Native American 2

Hispanic/Latino 2

Pacific Island/American 0

Non Minority 300

Not Classified 0

Total Number of Vendors 497

Total Number of Contacts 766

[PR_bid_email_list](#)

Planholders

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

Supplier (9)

Supplier
Download Date

Atlas Technical Consultants LLC

12/20/2022

Augusta quality surplus

01/01/2023

B-Lowe Realty

01/04/2023

BMS Enterprises, Inc.

12/20/2022

EXOALLOY

12/26/2022

Its A Go Logistics LLC

01/26/2023

JW Professional Services, LLC.

12/28/2022

Moon Meeks & Associates, Inc.

12/20/2022

Watkins property services

01/01/2023

[Add Supplier](#)

Supplier Details

Supplier Name	Atlas Technical Consultants LLC
Contact Name	Monica Flournoy
Address	2450 Commerce Avenue Suite 100, Duluth, GA 30096
Email	monica.flournoy@oneatlas.com
Phone Number	770-263-5945

Documents

Filename	Type	Action
23-273_RFP	Bid Document / Specifications	View History

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.



Administrative Services Committee Meeting

Meeting Date: 09/26/2023

HCD_ Rehabilitation Program Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve two (2) Rehabilitation Projects in partnership with Curry Home Improvement.
Background:	<p>The Rehabilitation Program provides a mechanism to bring their home into compliance with local codes and provide safe, decent, and affordable rental housing for lower-income individuals.</p>

- **Rehabilitation of Acquired Property** – Rehab to include rehabbing of the roof, gutters, floors, ceilings, HVAC, etc...

The Rehabilitation Program is designed to bring acquired 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 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 two (2) rehabilitations with funding for the following address:

1. Contractor: Curry Home Improvement
 Project Address: 3606 Fawn Court
 Amount: \$58,800
2. Contractor: Curry Home Improvement
 Project Address: 2131 Shamrock Drive
 Amount: \$68,400

Analysis:	The approval of this request will allow two (2) acquisitions 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 - <u>\$ 127,200.</u>
Alternatives:	Do not approve HCDs Request.
Recommendation:	Motion to approve two (2) Rehabilitation projects in partnership with Curry Home Improvement.
Funds are available in the following accounts:	U.S. Department of Housing and Urban Development (HUD) Funds: a) CDBG -221073210-5225110
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrator Clerk of Commission

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

THIS CONTRACT, by and between HCD, hereinafter called "**Owner**" and Curry Home Improvement, 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 08/28/2023

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**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 the property locate, **3606 Fawn Court** 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

Contractor

**ARTICLE 3
TIME OF PERFORMANCE**

The services of the Contractor are to commence on 09/18/2023 and shall be completed by 10/10/2023. 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 10/10/2023 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 **Fifty-Eight Thousand Eight Hundred Dollars, \$58,800.00**. 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
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

#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**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

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
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**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
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**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

MACK CURRY
Name of Contractor

CURRY HOME IMPROVEMENT
Contractor's Representative – Title

Signature of Contractor

OWNER

HCD
Name of Representative

Signature of Representative

WITNESS: _____

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

Notary Public

AHCDD Form 507
(Rev. 11/05)**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION****Date:****9/07/2023**

Approved as to form:

Augusta, GA Law Department

Date: _____

By: _____
Gamett 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

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

THIS CONTRACT, by and between HCD, hereinafter called "**Owner**" and Curry Home Improvement, 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 <u>08/28/2023</u>

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**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 the property locate, **2131 Shamrock Dr.** 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

Contractor

**ARTICLE 3
TIME OF PERFORMANCE**

The services of the Contractor are to commence on **09/18/2023** and shall be completed by **10/10/2023**. 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 **10/10/2023** 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 **Sixty-Eight Thousand Four Hundred Dollars, \$68,400.00**. 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**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

#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**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

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**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**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**
**CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

**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

Mack Curry

Name of Contractor

Curry's Home Improvement

Contractor's Representative – Title

Signature of Contractor

OWNER

HCD

Name of Representative

Signature of Representative

WITNESS: _____

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

Notary Public

AHCDD Form 507
(Rev. 11/05)

**AUGUSTA HOUSING & COMMUNITY
DEVELOPMENT DEPARTMENT
CONSTRUCTION CONTRACT -
ACQUISITION REHABILITATION**

Date:

9/07/2023

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



Administrative Services Committee Meeting

Meeting Date: 09/12/2023

2024- Fire Ford F250s

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	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.
Background:	<p>The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F250s will open in Fall 2024 and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the orders. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.</p> <p>The Fire Department is requesting two new trucks and to replace the following three assets that meet the Fleet Management, Operations, Maintenance and Replacement Policy criteria:</p> <ul style="list-style-type: none"> • 204040 • 212191 • 212190
Analysis:	<p>The Procurement Department approved the request to utilize Georgia State Contract (#SWC 99999-SPD-ES40199373-002) awarded to Allan Vigil Ford via letter of intent to purchase the 2024 Ford F250s.</p> <p>2024 Ford F250s - \$54,270/each</p>
Financial Impact:	Fire department – Acct #274-03-4110/54-22110 - \$271,350
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	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.
Funds are available in the following accounts:	Fire department – Acct #274-03-4110/54-22110 - \$271,350
<u>REVIEWED AND APPROVED BY:</u>	N/A



Procurement Department

Mrs. Geri Sams, Director

LETTER OF INTENT TO PURCHASE VEHICLE FROM ALLAN VIGIL FORD LINCOLN MERCURY, INC.

This letter of intent dated, **August 17, 2023**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **five (5) 2024 Ford F-250s** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002

Vehicles: 2024 Ford F-250

Contract: Effective Date: November 16, 2013 – Expiration Date: November 30, 2023

The specific specifications and pricing information for this purchase is attached.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Allan Vigil Ford: Fleet & Government Sales (Attn: Bob Burtner)
6790 Mt. Zion Boulevard, Morrow, GA 30260
3. **Vehicles Total Purchase Price:** \$271,350.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-002**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
Five (5)	Fire	Operations	\$271,350.00

A purchase order will be provided upon the approval of the Augusta, Georgia Commission.

Respectfully submitted,

Geri A. Sams

Director of Procurement

Attachments: Vehicle Purchase Price /Specifications/Quotes

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

www.augustaga.gov

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



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



Central Services Department

Ron Lampkin, Interim Director
LaQuona Sanderson, Fleet Manager

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

MEMORANDUM

TO: Geri Sams, Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: August 8, 2023
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford F250

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford F250) and a "Letter of Intent" (LOI) to purchase 5 Ford F250s for the Augusta Fire Department. The vendor requested a LOI to potentially hold our orders until our agenda process is complete.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford F250s is open and to place orders as soon as possible to ensure we meet the state pricing cut off. The vendor requested a LOI to potentially hold our orders until the Augusta Commission has approved the purchases. Once approved, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchase.

Augusta Richmond County Fire is requesting 5 Ford F250s in their 2023 Operating budget and Central Services-Fleet Management has consulted with the department to ensure the truck specifications meet the department's operation needs.

Please approve the LOI in total amount of \$271,350 to Allan Vigil Ford and funding is available in acct #274-03-4100/54-22110. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2024 Ford F250 Regular Cab
V8 Long Bed 4X2 (3/4 ton)

Base Price \$42,950.00

SWC #99999-SPD-ES40199373-002

**Equipment Included in
Base price**

6.8L V8 Gasoline/E85 Engine
 10 Speed Automatic Transmission
 Factory Installed A/C
 9800# GVWR
 AM-FM RadiomP3
 8" screen, bluetooth
 Power windows, locks, mirrors
 Remote keyless entry
 40/20/40 Vinyl Bench Seat
 Rubber Floor Covering
 Full Size Spare Tire
 Rear Step Bumper
 Solar Tinted Glass
 Trailer brake controller
 2.5" Receiver Hitch (12.5k)
 Tilt Steering Wheel
 Rear View Camera
 Electric Shift (4X4 only)
 Cruise control

Colors Available

	Exterior	Interior
M7	Carbonized Gray	Gray
PQ	Race Red	Gray
JS	Iconic Silver	Gray
D1	Stone Gray	Gray
UM	Agate Black	Gray
Z1	Oxford White	Gray

Options	Price	Code
6.7L V8 Diesel Engine	9,495.00	99T
6.7L V8 Diesel Eng. HI output	11,570.00	99M
4X4 Option	2,935.00	F2B
LT245 All-terrain tires	160.00	TBM
Super Cab Long Bed	2,830.00	X20I
Super Cab Short Bed	2,475.00	X20s
Crew Cab Long Bed	4,242.00	W20I
Crew Cab Short Bed	3,888.00	W20s
Electronic locking axle	435.00	X3H
Roof Clearance Lights	89.00	592
Chrome package	215.00	96V
Cab Steps (running boards)	425.00	18B
Retractable Bed Side-Step	315.00	87S
Engine block heater	95.00	41H
PTO Transmission -diesel only	270.00	62R
Interior work surface	135.00	52S
110 AC outlet	165.00	43C
XL Off-road package-4X4 only	940.00	17Z
includes skid plates		
R.window defrost-privacy glass	468.00	435/924
Cloth 40/20/40 Bench Seat	295.00	1S
HD Alternator	80.00	67D
Upfitter Switches	160.00	66S
Spray-in Bedliner	450.00	ATK
XLT Pkg Upgrade	6,411.00	XLT

**The XLTs are 4X4, 2 wheel
drive is not available**

Tailgate Step	345.00	85G
Snow plow prep	235.00	473
Gooseneck hitch(long bed & 4X4 required)	815.00	53W/15J
Dual battery(gas engines)	199.00	86M
2KW Pro Power Onboard-	945.00	43K
Delete pickup bed	(235.00)	66D

FOB Allan Vigil Ford
 Delivery \$1.50 per mile, \$75 minimum

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Option total	<u>\$6,800.00</u>
Other vendor added equipment	<u>\$4,370.00</u>
Delivery	<u>\$150.00</u>
Total	<u>\$54,270.00</u>

Contact person _____

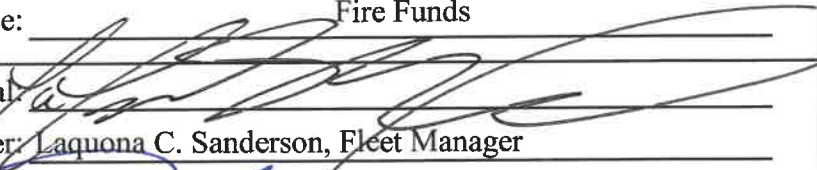
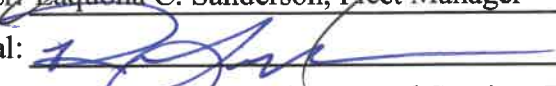
Department _____

Phone Number _____

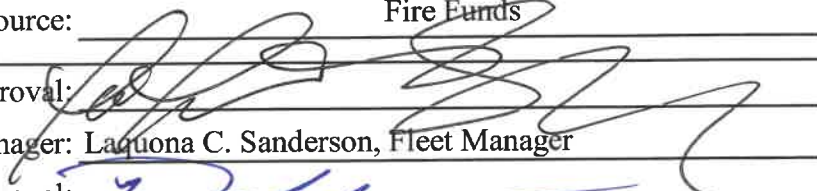
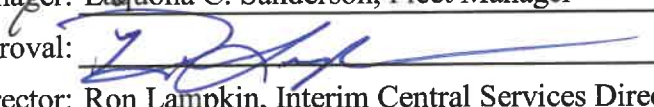
Fax number _____

06/13/23

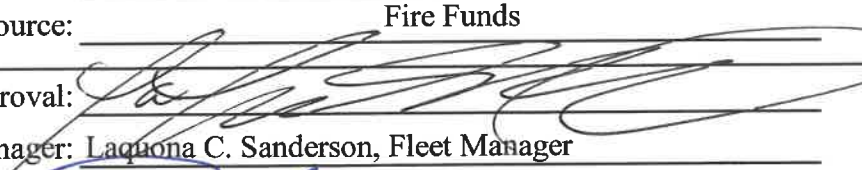

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Fire Department	Date:	3-Aug-23
Org Key:	274-03-4110		
Vehicle Description:	2004 Ford Expedition	Asset Number:	204040
Assigned Use:	This vehicle is assigned to a Battalion who responds to emergency calls, transports equipment for various fire stations, and performs administrative duties.		
Signature of Director/Elected Official:		<u>Antonio Burden</u>	
Name of Director/Elected Official:		<u>Antonio Burden</u>	
Purchase Date:	6/15/2004		
Purchase Price:	\$31,802.00		
Current Mileage:	152,625	Current Hours:	N/A
Replacement Criteria Scoring			
	Score	Details	
Miles/Hours	15		
Type of Service	3		
M&R Cost	3	67% OR \$21,378.88	
Reliability	2		
Condition	3		
Total Score	26		
Fleet Manager Recommendation:			
The mileage is 152,625 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.			
Planned Replacement Year:		2023	
Funding Source:		Fire Funds	
Fleet Manager Approval: 			
Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>			
Central Services Director Approval: 			
Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>			

**Central Services Department - Fleet Management Division
Replacement Evaluation Form**

Asset Information		
Department Name: <u>Fire Department</u>	Date: <u>3-Aug-23</u>	
Org Key: <u>274-03-4110</u>		
Vehicle Description: <u>2013 Ford Expedition</u>	Asset Number: <u>212191</u>	
Assigned Use:	This vehicle is assigned to a Battalion who responds to emergency calls, transports equipment for various fire stations, and performs administrative duties.	
Signature of Director/Elected Official: <u>Antonio Burden</u>		
Name of Director/Elected Official: <u>Antonio Burden</u>		
Purchase Date: <u>1/30/2013</u>		
Purchase Price: <u>\$30,802.00</u>		
Current Mileage: <u>128,634</u>	Current Hours: <u>N/A</u>	
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	13	
Type of Service	3	
M&R Cost	2	41% OR \$12,537.95
Reliability	3	
Condition	3	
Total Score	24	
Fleet Manager Recommendation:		
The mileage is 128,634 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.		
Planned Replacement Year: <u>2023</u>		
Funding Source: <u>Fire Funds</u>		
Fleet Manager Approval: 		
Name of Fleet Manager: <u>Laquona C. Sanderson, Fleet Manager</u>		
Central Services Director Approval: 		
Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>		

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Fire Department	Date:	3-Aug-23
Org Key:	274-03-4110		
Vehicle Description:	2004 Ford Expedition	Asset Number:	204190
Assigned Use:	This vehicle is assigned to the Fire shop who transports equipment for various fire stations, and performs shop maintenance duties.		
Signature of Director/Elected Official:		<u>Antonio Burden</u>	
Name of Director/Elected Official:		<u>Antonio Burden</u>	
Purchase Date:	6/15/2004		
Purchase Price:	\$31,802.00		
Current Mileage:	123,196	Current Hours:	N/A
Replacement Criteria Scoring			
	Score	Details	
Miles/Hours	12		
Type of Service	3		
M&R Cost	3	57% OR \$18,215.13	
Reliability	2		
Condition	3		
Total Score	23		
Fleet Manager Recommendation:			
The mileage is 123,196 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The vehicle will reach 125K before the new vehicle arrives. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.			
Planned Replacement Year:		2023	
Funding Source:		Fire Funds	
Fleet Manager Approval:			
Name of Fleet Manager:		<u>Laquona C. Sanderson, Fleet Manager</u>	
Central Services Director Approval:			
Name of Director:		<u>Ron Lampkin, Interim Central Services Director</u>	

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information		
Department Name: <u>Fire Department</u>	Date: <u>3-Aug-23</u>	
Org Key: <u>274-03-4110</u>		
Vehicle Description: <u>2013 Ford Expedition</u>	Asset Number: <u>212190</u>	
Assigned Use:	This vehicle is assigned to a Battalion who responds to emergency calls, transports equipment for various fire stations, and performs administrative duties.	
Signature of Director/Elected Official: <u><i>Antonio Burden</i></u> Name of Director/Elected Official: <u>Antonio Burden</u>		
Purchase Date: <u>1/30/2013</u> Purchase Price: <u>\$30,802.00</u> Current Mileage: <u>162,450</u>		
Current Hours: <u>N/A</u>		
Replacement Criteria Scoring		
	Score	Details
Miles/Hours	16	
Type of Service	3	
M&R Cost	2	38% OR \$11,707.88
Reliability	3	
Condition	3	
Total Score	<u>27</u>	
Fleet Manager Recommendation: The mileage is 162,450 and the potential replacement mileage is 125K according to the Fleet Management Operations, Maintenance and Replacement Policy, 3.02. The department has determined that the vehicle cannot be used for any other AFD division and will need to be sold on auction.		
Planned Replacement Year: <u>2023</u>		
Funding Source: <u>Fire Funds</u>		
Fleet Manager Approval: <u><i>[Signature]</i></u> Name of Fleet Manager: <u>Jaquona C. Sanderson, Fleet Manager</u>		
Central Services Director Approval: <u><i>[Signature]</i></u> Name of Director: <u>Ron Lampkin, Interim Central Services Director</u>		



Administrative Services

Meeting Date: September 26, 2023

AO Give Change That Counts

Department:	Administrator's Office
Presenter:	Danielle Hayes, Public Information Manager
Caption:	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.
Background:	To help amplify the efforts of the Augusta Commission to reduce the occurrences of panhandling in Richmond County, the Give Change That Counts public awareness campaign aims to increase public education on panhandling and the local agencies that provide meaningful support to people in need. As a result, residents would redirect their financial support to support these local nonprofits instead of directly giving money to panhandlers. In addition to working with the City of Savannah and the Chatham-Savannah Authority for the Homeless, the Office of the Administrator's local partners include Augusta Metro Chamber of Commerce, Augusta Rescue Mission, Destination Augusta, Downtown Development Authority, Greater Augusta Black Chamber of Commerce, Richmond County Marshal's Office, Richmond County Sheriff's Office, Salvation Army Center of Hope, and the United Way of the CSRA.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	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.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Administrative Services

Meeting Date: September 26, 2023

AO Environmental Justice Ordinance Recommendations

Department:	Office of the Administrator
Presenter:	Takiyah A. Douse, Interim Administrator
Caption:	Receive as information the recommendations from the Office of the Administrator on a proposed environmental justice ordinance.
Background:	On August 8, 2023, the Augusta Commission discussed the topic of adopting an environmental justice ordinance. During the discussion members of the Commission posed both questions regarding the potential impact of an ordinance. Although the Commission did not determine a conclusive path forward, a directive was given to the Office of the Administrator to provide a recommendation based on input from (1) Community Stakeholders and (2) Environmental Experts on how a proposed ordinance would impact Augusta.
Analysis:	<p>Our findings conclude internal and external stakeholders do not support the adoption of an environmental justice ordinance. Among the reasons for the lack of support include:</p> <ol style="list-style-type: none"> 1. Elimination of job creation and economic growth. 2. Legal opposition from various development groups. 3. Perception of an ‘unfriendly’ business environment from prospective manufacturing and industrial firms. <p>Administrative impact on city departments responsible for regulatory and enforcement of a proposed ordinance (zoning/permitting/enforcement, environmental services, etc.).</p>
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information the recommendations from the Office of the Administrator on a proposed environmental justice ordinance.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Takiyah A. Douse
Interim Administrator

TO: Takiyah Douse, Interim Administrator
FROM: Charles Jackson, Deputy Administrator
DATE: September 12, 2023
SUBJECT: Environmental Justice Ordinance Recommendations

Background

The following information provides a policy analysis on the potential impact of an environmental justice ordinance if adopted by Augusta-Richmond County. Expert opinions are provided by the Augusta Engineering and Environmental Services Department, the Augusta Planning Department, the Economic Development Authority of Augusta, Georgia, and the Augusta Metro Chamber of Commerce.

On August 8, 2023, the Augusta Commission discussed the option of adopting an environmental justice ordinance. During the discussion members of the Commission posed questions regarding the potential impact of an ordinance. Although the Commission did not determine a conclusive path forward, a directive was given to the Office of the Administrator to provide a recommendation based on input from (1) Community Stakeholders and (2) Environmental Experts on how a proposed ordinance would impact Augusta. The update is expected to address various issues, which include:

Figure 1. Commission Priorities in Assessing the Impact of an Environmental Justice Ordinance

1. Environmental and health impact on neighborhoods near a proposed project.
2. Long-term impact on the growth and development on area manufacturing and industrial industries.
3. Administrative impact on city departments responsible for regulatory and enforcement of a proposed ordinance (zoning/permitting/enforcement, environmental services, etc.)
4. Unforeseen legal challenges in which may threaten or expose Augusta to liability.

Stakeholder Input

Through coordination with the Office of the Administrator, several external and internal stakeholder groups were consulted to address priorities and concerns expressed by the Augusta Commission. Among those stakeholders are:

1. Augusta Planning Department
2. Augusta Engineering and Environmental Services Department
3. Augusta Economic Development Authority
4. Augusta Metro Chamber of Commerce

Takiyah A. Douse
Interim Administrator

Key Facts: Defining Environmental Justice Communities

According to the Environmental Protection Agency (EPA), *Environmental Justice* is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. ***This goal will be achieved when everyone enjoys:***

- The same degree of protection from environmental and health hazards, and
- Equal access to the decision-making process to have a healthy environment in which to live, learn, and work.

[Source: EPA.gov](https://www.epa.gov/ej)

Environmental Justice typically addresses neighborhoods or communities, composed predominantly of persons of color or a substantial proportion of persons below the poverty line, that is subjected to a disproportionate burden of environmental hazards and/or experiences a significantly reduced quality of life relative to surrounding or comparative communities. ***The most common socio-economic indicators related to environmental justice communities include:***

1. Minority Communities
2. Low-income Households
3. Limited English-Speaking Households
4. Households with Less than High School Education
5. Individuals over age 64
6. Individuals under age 5
7. Individuals suffering from health disparities (asthma, cancer, heart disease, persons with disabilities).

[Source: EPA Screen Map](#)

The EPA utilizes various statistical indices to regulate and remedy the negative impact of the sources of pollution, which impact environmental justice communities. ***These sources of pollution include:***

1. Particulate Matter
2. Diesel Particulate Matter
3. Hazardous Waste Proximity
4. Underground Storage Tanks
5. Wastewater Discharge
6. Air Toxins (and level of cancer risk)

[Source: EPA Screen Map](#)

Methodology: Using Qualitative Interviews and Quantitative Data

Qualitative interviews were conducted with stakeholder groups to (1) Communicate Commission Priorities and Concerns, (2) Solicit Expert Input from stakeholders on the impact of a proposed ordinance and (2) Summarize the findings to present to the Commission on September 26, 2023.

Internal and External Stakeholder Position Statements

Item 6.

The findings from our community stakeholders are outlined below. These findings represent areas of interest and concern that the Augusta Commission should factor into determining the impact of an environmental justice ordinance.

1. Augusta Planning Department
2. Augusta Engineering and Environmental Services Department
3. Augusta Economic Development Authority
4. Augusta Metro Chamber of Commerce

Stakeholder 1 - Augusta Planning and Development

Position:

Does not Support an Environmental Justice Ordinance

Reasons:

1. ***Lack of Specific Need:*** Environmental Justice ordinances typically require thorough collaboration with relevant agencies, such as the Georgia Environmental Protection Division (EPD) and the Environmental Protection Agency (EPA), to ensure they address the specific environmental equity concerns of the community.
2. ***Compliance Costs:*** The cost of compliance for the Augusta business community is likely to negatively impact the region's growth and development.
3. ***Legal Complications:*** Environmental Justice encompasses various and complex (1) legal, (2) regulatory and (3) policy (development) factors. Examining these factors should not be considered without soliciting a third-party expert that specializes in such activities. The study, development, implementation, and evaluation of these factors require months (and likely years of directed effort).

Stakeholder 2 - Augusta Engineering and Environmental Services

Position:

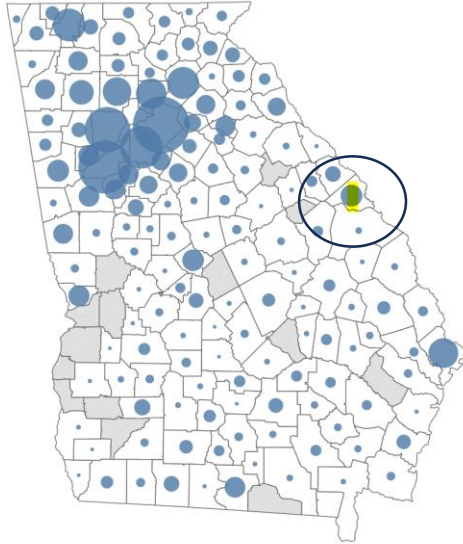
Does not Support an Environmental Justice Ordinance

Reasons:

1. ***Competitive Economic Disadvantage:*** Ordinance may negatively impact new development or expansion of existing development—particularly in the areas of manufacturing and industrial sectors. Such an ordinance could create competitive challenges among peer counties.

Takiyah A. Douse
Interim Administrator

Fig.2 Number of Manufacturing Establishments across Georgia Counties.



[Source U.S. Census Bureau](#)

- 2. Strong Legal Opposition due to Minimal Federal Enforceability:** Augusta will likely face development related legal challenges by implementing an environmental justice ordinance. The challenges are amplified by the lack of federal law governing environmental justice. **According to the Harvard School of Law (in 2020):**

“There is no federal law governing environmental justice (EJ). This means that agencies, including EPA, have no authority to mandate actions or remedies addressing EJ concerns independent of their authorities under other statutes. Executive Order 12898, signed by President Clinton in 1994, requires all agencies to “make achieving environmental justice part of [their] mission.” However, the order is not judicially enforceable.”

EPA’s EJ efforts to-date have been insufficient to address the scale and severity of environmental injustice in the US. According to Dr. Clarice Gaylord, the first director of the Office of Environmental Justice (then the Office of Environmental Equity), this minimal progress can be attributed to the office’s lack of authority to monitor and enforce Executive Order 12898. Marianne Engelman Lado, Director of the Environmental Justice Clinic at Vermont Law School, confirms that “any meaningful effort to address race discrimination in the environmental sector” will require EPA “to spend political capital. . . or for leadership outside of the agency to assume responsibility for civil rights enforcement in the context of environmental justice.”

Stakeholder 3 - Augusta Economic Development Authority (AEDA)

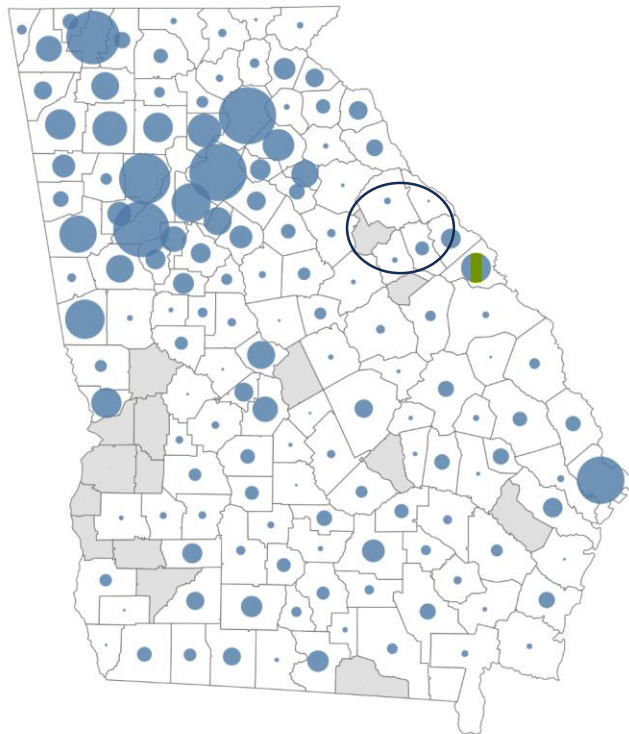
Position:

Does not Support an Environmental Justice Ordinance

Reasons:

1. **Suitable Health and Welfare Protections already Exist:** AEDA asserts that there are already discretions in place for the Augusta Commission to consider “health, welfare, environmental concerns, etc.” without requiring a ‘burdensome’ list of reports.
2. **Creates Perception of ‘Unfriendly’ Business Environment:** AEDA asserts that such an ordinance will hinder manufacturing and industrial growth. Prospective firms will likely be dissuaded from applying for zoning permits due to excessive regulations.
3. **Eliminate Job Creation:** AEDA predicts that an environmental justice ordinance will significantly impact job creation for residents.

Fig.3 Number of Manufacturing Employees across Georgia Counties.



[Source U.S. Census Bureau](#)



Takiyah A. Douse
Interim Administrator

Stakeholder 4 - Augusta Metro Chamber of Commerce (AMCC)

Position:

Does not Support an Environmental Justice Ordinance

Reasons:

1. **Costly Impact Assessments** AMCC asserts that requiring 'Impact Assessments' of any type will prove too costly for prospective firms. Such demands will produce negative outcomes such as loss of job creation and business expansion.
2. **Lack of Enforceability Expertise:** AMCC asserts that a lack of enforcement expertise among city departments will not produce the desired results of an environmental justice ordinance.
3. **Proper State Controls Already Exist:** AMCC asserts that oversight processes and measures of manufacturing and industrial sectors are properly designed and administered by the State of Georgia.



Takiyah A. Douse
Interim Administrator

Table 1. Summary of Stakeholder Positions Statements

Stakeholder	Position of Support	Reasons for Position
Augusta Planning & Development	Does not Support	<p>1. Lack of Specific Need: Environmental Justice ordinances typically require thorough collaboration with relevant agencies, such as the Georgia Environmental Protection Division (EPD) and the Environmental Protection Agency (EPA), to ensure they address the specific environmental equity concerns of the community.</p> <p>2. Compliance Costs: The cost of compliance for the Augusta business community is likely to negatively impact the region's growth and development.</p> <p>3. Legal Complications: Environmental Justice encompasses various and complex (1) legal, (2) regulatory and (3) policy (development) factors. Examining these factors should not be considered without soliciting a third-party expert that specializes in such activities. The study, development, implementation, and evaluation of these factors require months (and likely years of directed effort).</p>
Augusta Engineering & Environmental Services	Does not Support	<p>1. Competitive Economic Disadvantage: Ordinance may negatively impact new development or expansion of existing development—particularly in the areas of manufacturing and industrial sectors. Such an ordinance could create competitive challenges among peer counties.</p> <p>2. Strong Legal Opposition due to Minimal Federal Authority: Augusta will likely face development related legal challenges by implementing an environmental justice ordinance. The challenges are amplified by the lack of federal law governing environmental justice.</p>



Takiyah A. Douse
Interim Administrator

Stakeholder	Position of Support	Reasons for Position
Agusta Economic Development Authority	Does not Support	1. Suitable Health and Welfare Protections already Exist: AEDA asserts that there are already discretions in place for the Augusta Commission to consider “health, welfare, environmental concerns, etc.” without requiring a ‘burdensome’ list of reports. 2. Creates Perception of ‘Unfriendly’ Business Environment: AEDA asserts that such an ordinance will hinder manufacturing and industrial growth. Prospective firms will likely be dissuaded from applying for zoning permits due to excessive regulations. 3. Eliminate Job Creation: AEDA predicts that an environmental justice ordinance will significantly impact job creation for residents.
Augusta Metro Chamber of Commerce	Does not Support	1. Costly Impact Assessments: AMCC asserts that requiring ‘Impact Assessments’ any type will prove too costly for prospective firms. Such demands will produce negative outcomes such as loss of job creation and business expansion. 2. Lack of Enforceability Expertise: AMCC asserts that a lack of enforcement expertise will not produce the desired results of an environmental justice ordinance. 3. Proper State Controls Already Exist: AMCC asserts that oversight processes and measures of manufacturing and industrial sectors are properly designed and administered.



Takiyah A. Douse
Interim Administrator

Citizen Forum

A town hall information meeting was held on August 29, 2023, regarding the proposed '*Construction & Operation of Renewable Energy (Biofuel) Facility*' at 1680 Dixon Airline Road, Augusta, Georgia. Residents were informed of the proposal elements and allowed public input. The key takeaways from the meeting included.

1. **Historical Incidents:** As in recent Commission meetings, residents expressed concern about proposals based on historical incidents of manufacturing and industrial projects.
2. **Early Disclosure to the Public regarding Proposed Projects:** Residents desired to have processes in place to alert the public about projects earlier than in the past.

Conclusion

Study findings indicate an overwhelming lack of support from department and business stakeholders in creating an environmental justice ordinance. These categories of stakeholders firmly assert the detrimental impact on job creation and a regional/state competitive disadvantage compared to Augusta's peer localities.

Residents are concerned with the timeliness of communication, whenever such projects are being considered. Those concerns are rooted in historical occurrences (real and perceived) and should be considered if/when proposals are initially presented to Augusta Richmond County Government.



Administrative Services Committee

September 26, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on September 12, 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 12, 2023

1:15 PM

ADMINISTRATIVE SERVICES

PRESENT

Mayor Garnett Johnson
Commissioner Francine Scott
Commissioner Tony Lewis
Commissioner Sean Frantom
Commissioner Jordan Johnson

1. Motion to **establish** a collaboration with Healthy Augusta Collaborative to create a Health Equity Action Plan for Augusta-Richmond County. **(Requested by Commissioner Jordan Johnson)**

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Mr. Frantom out.

Motion carries 3-0.

2. Motion to approve utilizing state contract (#SWC 99999-SPD-SPD0000183-005) for the purchase of two Ford F150 Police Responders, at a total cost of \$115,630 from Allan Vigil Ford for the Richmond County Marshals Office.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Mr. Frantom out.

Motion carries 3-0.

3. Motion to Approve the submission of the FY2023 CoC Application to HUD and grant the Mayor the authority to execute all forms associated with the application, to include but not limited to: Submission of the Consolidated Community Application, Priority Listing and Exhibit 2 Project Applications, Certifications of Consistency (HUD 2991), Conditional Award Technical Submissions, New and Renewal Grant Agreements and Annual Progress Reports (APR).

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Mr. Frantom out.

Motion carries 3-0.

4. Motion to approve submission of Neighborhood Access and Equity (NAE) grant application for the *Reconnect, Rejuvenate and Recharge the Broad Street Transfer Facility* planning grant project and grant the Mayor authority to execute the necessary forms required for submission.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Mr. Frantom out.

Motion carries 3-0.

5. A request from **Developmental Associates LLC** to provide details on how they plan to market the administrator position and a timeline on the process. **(Requested by Mayor Garnett Johnson)**

Motion to approve receiving this item as information.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

6. Approve renaming one of the Augusta Recreation athletic ball fields, at the Diamond Lakes Regional Park located at 4335 Windsor Spring Rd, Hephzibah, GA, in honor of Fred Ancil "Andy" Cheek, III.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

7. Approve the renaming the Augusta Riverwalk Park to the name of Edward M. McIntyre, Sr. Riverwalk Park, and the Augusta 8th Street Plaza to the Edward M. McIntyre, Sr. Square at 8th Street, and placing his name on the entrance of the 8th Street bulkhead archway.

Motion to approve.

Motion made by Lewis, Seconded by Johnson.

Voting Yea: Scott, Lewis, Johnson

Voting Nay: Frantom

Motion carries 3-1.

8. Approve the renaming of the Augusta Utilities/Engineering Building, located at 425 Walker Street, Augusta, GA, in honor of former Utilities Director Thomas D. Wiedmeier P.E.

Motion to approve.

Motion made by Lewis, Seconded by Johnson.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

9. Motion to approve the minutes of the Administrative Services Committee held on August 2023.

Motion to approve.

Motion made by Johnson, Seconded by Lewis.

Voting Yea: Scott, Lewis, Johnson

Mr. Frantom out.

Motion carries 3-0.



Administrative Services Committee

September 26, 2023

Service Level Agreements

Department:	N/A
Presenter:	N/A
Caption:	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)
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

Lena Bonner

From: Commissioner Stacy Pulliam
Sent: Thursday, September 21, 2023 8:40 AM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Add SLA request to the Agenda

Great Morning 😊,

Please add the following agenda item for discussion:

Direct the Administrator to obtain completed 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.

Stacy A. Pulliam

Augusta Commission, District 2

(762)328-8256 Mobile



STACY PULLIAM

*Augusta Richmond County
Commissioner District 2*

📞 762-328-8256
 ✉️ spulliam@augustaga.gov
 📍 Augusta GA, Richmond County
 🌐 stacypulliamforaugusta.com

Together we can make a difference!

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