



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, October 31, 2023

1:15 PM

ADMINISTRATIVE SERVICES

1. Presentation by Mr. Brian Green regarding support for a comprehensive approach to gaining control of our homeless crisis, i. e. Noah's Ark initiative, to include aggressive panhandling, solicitation at intersections and roadways within our city limits and a collective partnership with surrounding communities.
2. Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Honnette Habitats, LLC to develop new construction of two (2) single family units identified as 1411 and 1413 Maple Street, within Laney Walker/Bethlehem.
3. Motion to approve Housing and Community Development Department's (HCD's) request to transfer budget funds of \$172,875 from Salary/Benefits object 51 codes to object code 5239112 for temporary workforce expenditures.
4. Discuss employee wage increase method that is being used by eliminating positions to pay others more in various departments. (Requested by Commissioner Sean Frantom)
5. Discuss the Human Resources step by step processes and procedures for hiring. **(Requested by Commissioner Sean Frantom)**
6. Motion to approve the purchase of one Ford Explorer at a total cost of \$39,983 from Allan Vigil Ford for the Richmond County Coroner's Office.
7. Motion to approve the purchase of five Dodge Police Chargers and one Dodge Durango at a total cost of \$259,999 from Thomson Motor Center for the Richmond County Sheriff's Office.
8. Motion to approve the purchase of one passenger van at a total cost of \$105,814 from Creative Bus Sales for the Augusta Richmond County Juvenile Court program.
9. Approve dedication sign concept for Diamond Lakes ball field in honor of Fred Ancil "Andy" Cheek III.
10. Receive as information a presentation from the Greater Augusta Black Chamber of Commerce about the City of Augusta Business Equity Fund.

11. Motion to approve the minutes of the Administrative Services Committee held on October 10, 2023.



Administrative Services Committee

October 31, 2023

Brian Green

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Mr. Brian Green regarding support for a comprehensive approach to gaining control of our homeless crisis, i. e. Noah's Ark initiative, to include aggressive panhandling, solicitation at intersections and roadways within our city limits and a collective partnership with surrounding communities.
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

Nancy Morawski

From: Brian Green <briangreen2009@gmail.com>
Sent: Thursday, October 26, 2023 12:52 AM
To: Nancy Morawski
Subject: [EXTERNAL] Request to appear before Richmond County Commission Administrative Services

I am requesting to appear before our county commission administrative services panel.

The subject I would like to speak on:

I am seeking support for a comprehensive approach to gaining control of our homeless crisis.i.e, Noah's Arc Initiative. This includes: aggressive panhandling, solicitation at intersections,and roadways within our city limits; a collective partnership with surrounding communities.

Thank you for your assistance
Brian Green

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Administrative Services Committee Meeting

Meeting Date: 09/26/2023

HCD_ Laney Walker/Bethlehem new construction of two (2) single family homes approval request

Department: HCD

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

Caption: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Honnette Habitats, LLC to develop new construction of two (2) single family units identified as 1411 and 1413 Maple Street, within Laney Walker/Bethlehem.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

This project involves the new construction of two (2) single family homes identified as 1411 & 1413 Maple Street, within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
1411 Maple Street Augusta, GA 30901	\$200,288.09	New Construction
1413 Maple Street Augusta. GA. 30901	\$200,288.09	New Construction

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

Financial Impact: HCD utilizes Laney Walker/Bethlehem Revitalization funding.
Contract Amount 1411 & 1413 Maple Street - \$200,288.09

Alternatives: Deny HCDs Request

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Honnette Habitats, LLC to develop new construction of two (2) single family units identified as 1411 & 1413 Maple Street, within Laney Walker/Bethlehem.

Funds are available in the following accounts: Funding: Laney Walker/Bethlehem Revitalization funding
GL Code: 298-07-7343-5413150

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****HONNÊTE HABITATS, LLC**

in the amount of

\$200,288.09 USD**Two Hundred Thousand One Hundred Nineteen Dollars and 04/100**for Fiscal Year **2022**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1411 Maple Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2022 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and HONNÊTE HABITATS, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “HONNÊTE HABITATS, LLC.” as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, HONNÊTE HABITATS, LLC., a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of workforce/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with HONNÊTE HABITATS, LLC. for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

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

WHEREAS, HONNÊTE HABITATS, LLC. has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, HONNÊTE HABITATS, LLC. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, HONNÊTE HABITATS, LLC. has requested, and Augusta has approved a total of **\$200,288.09** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: HONNÊTE HABITATS, LLC. agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. Under this Agreement:

- HONNÊTE HABITATS, LLC. will perform new construction for one (1) single family detached home identified as property number **1411 Maple Street**.
- HONNÊTE HABITATS, LLC. will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- HONNÊTE HABITATS, LLC. will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. HONNÊTE HABITATS, LLC. is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond funds shall be used by HONNÊTE HABITATS, LLC. for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$200,288.09**

1. Profit

An amount not to exceed percent (100%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to HONNÊTE HABITATS, LLC. for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1411 Maple Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1411 Maple Street**.

2. Developers Fee

N/A

3. Developer's Fee Disbursement

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

C. Program Location and Specific Goals to be Achieved

HONNÊTE HABITATS, LLC. shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by HONNÊTE HABITATS, LLC. will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, HONNÊTE HABITATS, LLC. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

HONNÊTE HABITATS, LLC. will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, HONNÊTE HABITATS, LLC. may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay HONNÊTE HABITATS, LLC., a maximum of **\$200,288.09** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to HONNÊTE HABITATS, LLC.'s compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$200,288.09** and shall be on a pay for performance basis provided HONNÊTE HABITATS, LLC. and HCD determine the progress is satisfactory. HONNÊTE HABITATS, LLC. shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, HONNÊTE

HABITATS, LLC. will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. HCD will monitor the progress of the project and HONNÊTE HABITATS, LLC.'s performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
4. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. HONNÊTE HABITATS, LLC. and HCD shall share in the cost and proceeds of developing the residence at **1411 Maple Street** as follows:
5. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any HONNÊTE HABITATS, LLC. deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (100%) shall be paid to HONNÊTE HABITATS, LLC.
7. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until HONNÊTE HABITATS, LLC. and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by HONNÊTE HABITATS, LLC. for construction costs related to the development of one single family detached home identified as **1411 Maple Street**.

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

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

C. Timetable for Completion of Project Activities

HONNÊTE HABITATS, LLC. shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1411 Maple Street**.

Liquidated Damages

HONNÊTE HABITATS, LLC. agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of HONNÊTE HABITATS, LLC. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of HONNÊTE HABITATS, LLC. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

HONNÊTE HABITATS, LLC. is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by HONNÊTE HABITATS, LLC. under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1411 Maple Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. HONNÊTE HABITATS, LLC. shall be paid a total consideration of no more than **\$200,288.09** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and HONNÊTE HABITATS, LLC.

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and HONNÊTE HABITATS, LLC. (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE VII: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to HONNÊTE HABITATS, LLC., or any subcontractor hereunder.
- B. HONNÊTE HABITATS, LLC. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to HONNÊTE HABITATS, LLC.'s compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by HONNÊTE HABITATS, LLC. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. HONNÊTE HABITATS, LLC. shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by HONNÊTE HABITATS, LLC.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1411 Maple Street**, HCD is to provide HONNÊTE HABITATS, LLC. with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

HONNÊTE HABITATS, LLC. agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of HONNÊTE HABITATS, LLC. No person described above who exercises, may exercise or has exercised any functions or responsibilities

with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. HONNÊTE HABITATS, LLC. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by HONNÊTE HABITATS, LLC. In such instances, HONNÊTE HABITATS, LLC. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and HONNÊTE HABITATS, LLC.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. HONNÊTE HABITATS, LLC. agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in HONNÊTE HABITATS, LLC. publications and/or advertisements. (24 CFR 570.601).
- B. HONNÊTE HABITATS, LLC. agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. HONNÊTE HABITATS, LLC. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. HONNÊTE HABITATS, LLC. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to

beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), HONNÊTE HABITATS, LLC. agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. HONNÊTE HABITATS, LLC. agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. HONNÊTE HABITATS, LLC. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. HONNÊTE HABITATS, LLC. will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.
- I. HONNÊTE HABITATS, LLC. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. HONNÊTE HABITATS, LLC. will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. HONNÊTE HABITATS, LLC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.
- J. In accordance with Section 570.608 of the CDBG Regulations, HONNÊTE HABITATS, LLC. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. HONNÊTE HABITATS, LLC. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, HONNÊTE HABITATS, LLC. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or

distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

- M. Any publicity generated by HONNÊTE HABITATS, LLC. for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. HONNÊTE HABITATS, LLC. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. HONNÊTE HABITATS, LLC. agrees to obtain all necessary permits for intended improvements or activities.
- O. HONNÊTE HABITATS, LLC. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. HONNÊTE HABITATS, LLC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** HONNÊTE HABITATS, LLC. agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to HCD at the time the subcontractors are retained to perform such physical services.
- R. HONNÊTE HABITATS, LLC. agrees that low- and moderate-income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons

residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**

- S. HONNÊTE HABITATS, LLC. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- T. HONNÊTE HABITATS, LLC. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. HONNÊTE HABITATS, LLC. will not discriminate against any person applying for shelter on the basis of religion. HONNÊTE HABITATS, LLC. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- U. Indirect costs will only be paid if HONNÊTE HABITATS, LLC. has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to HONNÊTE HABITATS, LLC. with funds provided under this.
- W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

HONNÊTE HABITATS, LLC. is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of HONNÊTE HABITATS, LLC. or any subcontractor of HONNÊTE HABITATS, LLC. or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event HONNÊTE HABITATS, LLC. materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until HONNÊTE HABITATS, LLC. cures any breach of the Agreement. If HONNÊTE HABITATS, LLC. fails to cure the breach, Augusta may suspend or terminate the current award of funds. HONNÊTE HABITATS, LLC. will not be eligible to receive any other funding.

- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to HONNÊTE HABITATS, LLC. for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay HONNÊTE HABITATS, LLC. for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, HONNÊTE HABITATS, LLC. shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by HONNÊTE HABITATS, LLC. under this contract.

ARTICLE VIII. NOTICES

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

Augusta will receive all notices at the address indicated below:

Office of the Administrator
 ATTN: Takiyah A. Douse, Interim City Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

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

HONNÊTE HABITATS, LLC. will receive all notices at the address indicated below:

HONNÊTE HABITATS, LLC.
 ATTN: Brea Elles
 10001 NW 7th Street #829
 Miami, FL 33136

ARTICLE IX. INDEMNIFICATION

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

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

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

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

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

HONNÊTE HABITATS, LLC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HONNÊTE HABITATS, LLC. for the purpose of securing business and that HONNÊTE HABITATS, LLC. has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

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

ARTICLE XIV. INSURANCE

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

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

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

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

Date: _____

By: _____
Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah A. Douse, as its Interim City
Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of
Commission

ATTEST: **HONNÊTE HABITATS, LLC.**

By: _____
Brea Elles, Owner & Creative Director

Date: _____

APPENDIX 1
Architectural Plans/Designs

Draft

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

Draft

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

CAPITALRISE, LLC acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, CAPITALRISE, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that CAPITALRISE, LLC. may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CAPITALRISE, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if CAPITALRISE, LLC provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CAPITALRISE, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Name
CAPITALRISE, LLC

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

Draft

EXHIBIT B
WORK WRITE-UP

Draft

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. HONNÊTE HABITATS, LLC. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. HONNÊTE HABITATS, LLC. must make sure contractors obtain and post all permits on job site.
- c. HONNÊTE HABITATS, LLC. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta, GA requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.

Draft

CONTRACT**between****AUGUSTA, GEORGIA****And****HONNÊTE HABITATS, LLC**

in the amount of

\$200,288.09 USD**Two Hundred Thousand One Hundred Nineteen Dollars and 04/100**for Fiscal Year **2022**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**1413 Maple Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2022 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and HONNÊTE HABITATS, LLC., a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “HONNÊTE HABITATS, LLC.” as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, HONNÊTE HABITATS, LLC., a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of workforce/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with HONNÊTE HABITATS, LLC. for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

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

WHEREAS, HONNÊTE HABITATS, LLC. has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

WHEREAS, HONNÊTE HABITATS, LLC. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, HONNÊTE HABITATS, LLC. has requested, and Augusta has approved a total of **\$200,288.09** in funding to perform eligible activities as described in Article I; below:

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

Project Description: HONNÊTE HABITATS, LLC. agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. Under this Agreement:

- HONNÊTE HABITATS, LLC. will perform new construction for one (1) single family detached home identified as property number **14 Maple Street**.
- HONNÊTE HABITATS, LLC. will perform all required construction management and project oversight; in accordance with all laws, ordinances, and regulations of Augusta.
- HONNÊTE HABITATS, LLC. will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures and First Quality lumber. HONNÊTE HABITATS, LLC. is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds: Laney Walker/Bethlehem Bond funds shall be used by HONNÊTE HABITATS, LLC. for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$200,288.09**

1. Profit

An amount not to exceed percent (100%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to HONNÊTE HABITATS, LLC. for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **1413 Maple Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **1413 Maple Street**.

2. Developers Fee

N/A

3. Developer's Fee Disbursement

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

C. Program Location and Specific Goals to be Achieved

HONNÊTE HABITATS, LLC. shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by HONNÊTE HABITATS, LLC. will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, HONNÊTE HABITATS, LLC. shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

ARTICLE II. BUDGET AND METHOD OF PAYMENT

HONNÊTE HABITATS, LLC. will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, HONNÊTE HABITATS, LLC. may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay HONNÊTE HABITATS, LLC., a maximum of **\$200,288.09** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to HONNÊTE HABITATS, LLC.'s compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$200,288.09** and shall be on a pay for performance basis provided HONNÊTE HABITATS, LLC. and HCD determine the progress is satisfactory. HONNÊTE HABITATS, LLC. shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, HONNÊTE

HABITATS, LLC. will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. HCD will monitor the progress of the project and HONNÊTE HABITATS, LLC.'s performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
4. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. HONNÊTE HABITATS, LLC. and HCD shall share in the cost and proceeds of developing the residence at **1413 Maple Street** as follows:
5. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any HONNÊTE HABITATS, LLC. deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (100%) shall be paid to HONNÊTE HABITATS, LLC.
7. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until HONNÊTE HABITATS, LLC. and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by HONNÊTE HABITATS, LLC. for construction costs related to the development of one single family detached home identified as **1413 Maple Street**.

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

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

C. Timetable for Completion of Project Activities

HONNÊTE HABITATS, LLC. shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **1413 Maple Street**.

Liquidated Damages

HONNÊTE HABITATS, LLC. agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of HONNÊTE HABITATS, LLC. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of HONNÊTE HABITATS, LLC. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

HONNÊTE HABITATS, LLC. is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by HONNÊTE HABITATS, LLC. under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1413 Maple Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. HONNÊTE HABITATS, LLC. shall be paid a total consideration of no more than **\$200,288.09** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and HONNÊTE HABITATS, LLC.

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and HONNÊTE HABITATS, LLC. (whichever date is later) and shall end at the completion of all program activities, within the time specified in Article II.C, or in accordance with ARTICLE VII: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to HONNÊTE HABITATS, LLC., or any subcontractor hereunder.
- B. HONNÊTE HABITATS, LLC. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to HONNÊTE HABITATS, LLC.'s compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of OMB Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by HONNÊTE HABITATS, LLC. for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. HONNÊTE HABITATS, LLC. shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by HONNÊTE HABITATS, LLC.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **1413 Maple Street**, HCD is to provide HONNÊTE HABITATS, LLC. with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

HONNÊTE HABITATS, LLC. agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of HONNÊTE HABITATS, LLC. No person described above who exercises, may exercise or has exercised any functions or responsibilities

with respect to the activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Agreement. HONNÊTE HABITATS, LLC. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict of Interest Affidavit. (Affidavit form attached as part in parcel to this Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by HONNÊTE HABITATS, LLC. In such instances, HONNÊTE HABITATS, LLC. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and HONNÊTE HABITATS, LLC.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. HONNÊTE HABITATS, LLC. agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in HONNÊTE HABITATS, LLC. publications and/or advertisements. (24 CFR 570.601).
- B. HONNÊTE HABITATS, LLC. agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. HONNÊTE HABITATS, LLC. agrees to comply with 24 CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- D. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)
- E. HONNÊTE HABITATS, LLC. agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to

beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), HONNÊTE HABITATS, LLC. agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- G. HONNÊTE HABITATS, LLC. agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- H. HONNÊTE HABITATS, LLC. agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. HONNÊTE HABITATS, LLC. will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or familial status.
- I. HONNÊTE HABITATS, LLC. will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. HONNÊTE HABITATS, LLC. will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. HONNÊTE HABITATS, LLC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause.
- J. In accordance with Section 570.608 of the CDBG Regulations, HONNÊTE HABITATS, LLC. agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against the use of lead-based paint in residential structures and to comply with 24 CFR 570.608 and 24 CFR 35 with regard to notification of the hazards of lead-based paint poisoning and the elimination of lead-based paint hazards.
- K. HONNÊTE HABITATS, LLC. agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility status. No contract will be executed until such time that the debarred, suspended, or ineligible contractor has been approved and reinstated by HCD.
- L. In accordance with 24 CFR part 24, subpart F, HONNÊTE HABITATS, LLC. agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or

distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.

- M. Any publicity generated by HONNÊTE HABITATS, LLC. for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia Department of Housing and Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- N. HONNÊTE HABITATS, LLC. shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. HONNÊTE HABITATS, LLC. agrees to obtain all necessary permits for intended improvements or activities.
- O. HONNÊTE HABITATS, LLC. shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. HONNÊTE HABITATS, LLC. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** HONNÊTE HABITATS, LLC. agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to HCD at the time the subcontractors are retained to perform such physical services.
- R. HONNÊTE HABITATS, LLC. agrees that low- and moderate-income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons

residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**

- S. HONNÊTE HABITATS, LLC. agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- T. HONNÊTE HABITATS, LLC. will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. HONNÊTE HABITATS, LLC. will not discriminate against any person applying for shelter on the basis of religion. HONNÊTE HABITATS, LLC. will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- U. Indirect costs will only be paid if HONNÊTE HABITATS, LLC. has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to HONNÊTE HABITATS, LLC. with funds provided under this.
- W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

HONNÊTE HABITATS, LLC. is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fees. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of HONNÊTE HABITATS, LLC. or any subcontractor of HONNÊTE HABITATS, LLC. or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event HONNÊTE HABITATS, LLC. materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until HONNÊTE HABITATS, LLC. cures any breach of the Agreement. If HONNÊTE HABITATS, LLC. fails to cure the breach, Augusta may suspend or terminate the current award of funds. HONNÊTE HABITATS, LLC. will not be eligible to receive any other funding.

- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to HONNÊTE HABITATS, LLC. for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay HONNÊTE HABITATS, LLC. for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, HONNÊTE HABITATS, LLC. shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by HONNÊTE HABITATS, LLC. under this contract.

ARTICLE VIII. NOTICES

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

Augusta will receive all notices at the address indicated below:

Office of the Administrator
 ATTN: Takiyah Douse, Interim City Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

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

HONNÊTE HABITATS, LLC. will receive all notices at the address indicated below:

HONNÊTE HABITATS, LLC.
 ATTN: Brea Elles
 10001 NW 7th Street #829
 Miami, FL 33136

ARTICLE IX. INDEMNIFICATION

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

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

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

ARTICLE X. PRIOR AND FUTURE AGREEMENTS

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

HONNÊTE HABITATS, LLC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by HONNÊTE HABITATS, LLC. for the purpose of securing business and that HONNÊTE HABITATS, LLC. has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However,

if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. COUNTERPARTS

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

ARTICLE XIV. INSURANCE

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

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

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

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

Date: _____

By: _____
Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah A. Douse, as its Interim City
Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of
Commission

ATTEST: **HONNÊTE HABITATS, LLC.**

By: _____
Brea Elles, Owner & Creative Director

Date: _____

APPENDIX 1
Architectural Plans/Designs

Draft

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

Draft

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
 - E. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Project Review. All plans, specifications, work write-ups, projected cost estimates, punch lists or other means of outlining work on a particular project will be submitted in writing to HCD for review and approval prior to bidding. HCD Construction and Rehabilitation Inspectors or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

CAPITALRISE, LLC acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, CAPITALRISE, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that CAPITALRISE, LLC. may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CAPITALRISE, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if CAPITALRISE, LLC provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by CAPITALRISE, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

Name
CAPITALRISE, LLC

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

Draft

EXHIBIT B
WORK WRITE-UP

Draft

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

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

completion of the work as whole; in the form of an amendment to this contract.

5. New Construction Costs and Requirements

- a. HONNÊTE HABITATS, LLC. will provide construction management for the project to ensure that construction work is being carried out in accordance with plans, specifications and the project budget.
- b. HONNÊTE HABITATS, LLC. must make sure contractors obtain and post all permits on job site.
- c. HONNÊTE HABITATS, LLC. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta, GA requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.

Draft

CONCEPT 1653
CUSTOM RESIDENCESQ. FT.
TABLE

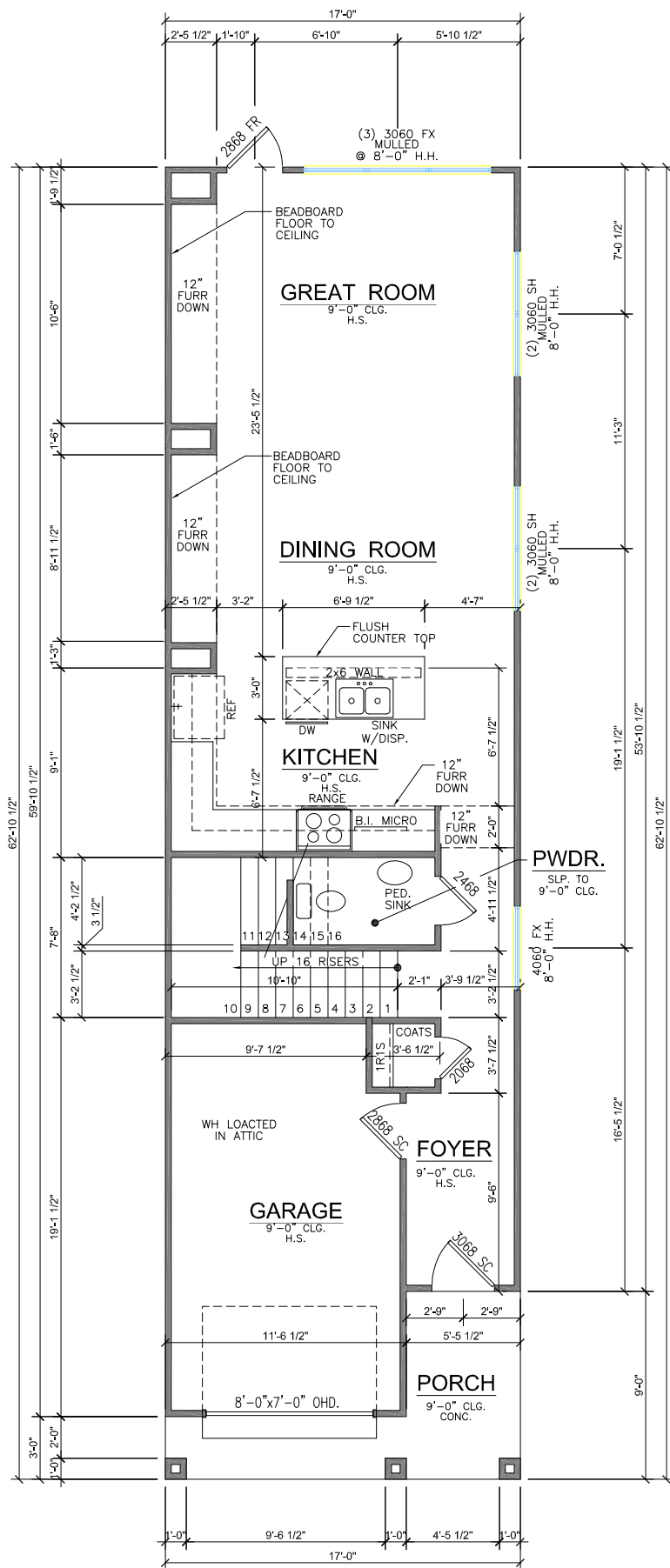
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1ST FLOOR	777
2ND FLOOR	876
TOTAL LIVING	1653
PORCH	84
GARAGE	208
COV. PATIO	0
TOTAL NON-LIVING	292
TOTAL UNDER ROOF	1945

WINDOW SCHEDULE

QUANTITY	SIZE	Note 1
1	(3) 3060 FIXED MULLED	
2	(2) 3060 SINGLE HUNG MULLED	
1	(2) 3050 SINGLE HUNG MULLED	D.L.
1	4060 SINGLE HUNG	
1	4050 SINGLE HUNG	
4	3050 SINGLE HUNG	
1	2640 SINGLE HUNG	D.L.
1	4010 HORIZONTAL SLIDER	

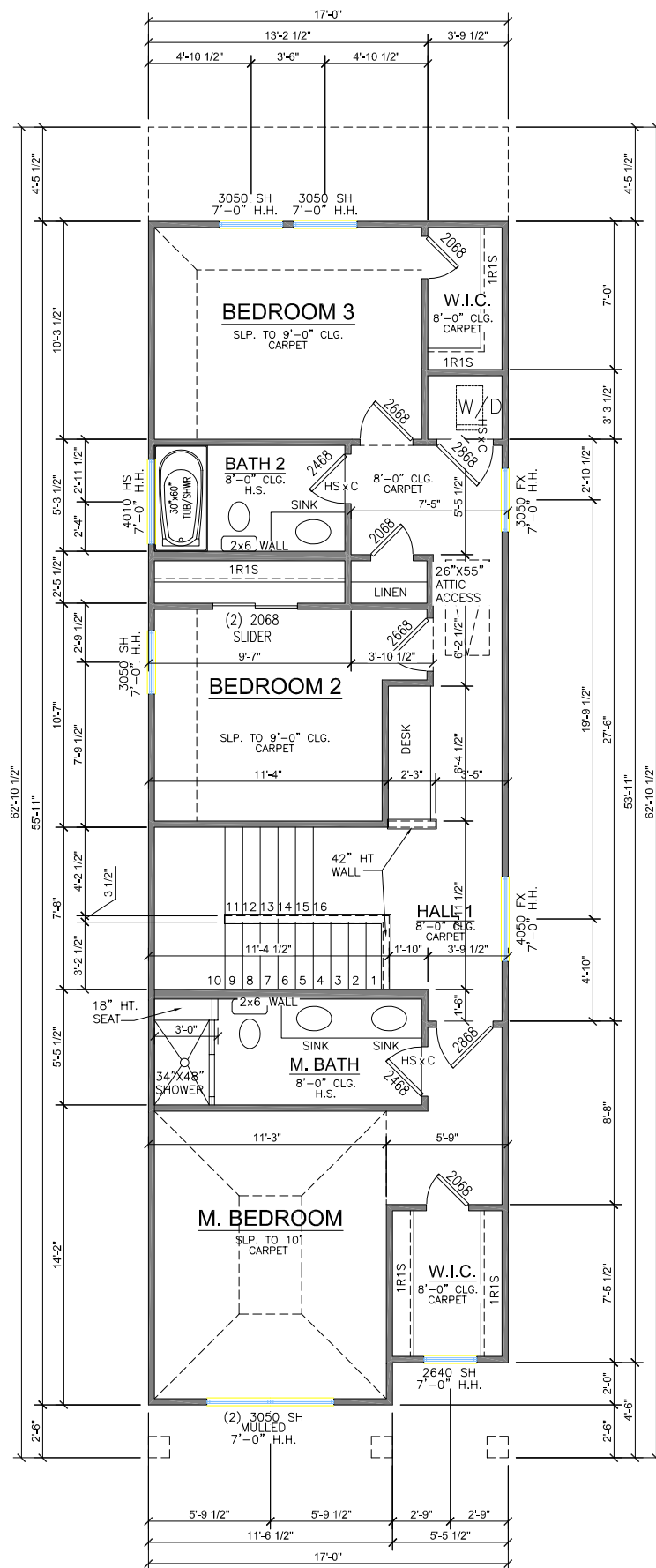
DOOR SCHEDULE

QUANTITY	SIZE	TYPE
4	2068	Interior double door
3	24/68	Interior single door
2	26/68	Interior double door
2	28/68	Interior double door
1	28/68 FR	Exterior single full glass door
1	28/68 SC	Exterior single door
1	30/68 SC	Exterior single door
1	(2) 2068	Interior slider double door
1	80/70	Exterior overhead door



FIRST FLOOR PLAN

SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



SECOND FLOOR PLAN

SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"

Firm Name and Address

BREA ELLES
(646) 305-5404
CREATIVE DIRECTOR
belles@atelierhonnete.com

Project Name and Address

Parcel #: 059-4-041-00-0
1409 Maple Street
Augusta, Georgia

Project 002222

Date 10/13/22

Scale

Sheet

A-1

CONCEPT 1653
CUSTOM RESIDENCE

No.	Revision/Issue	Date

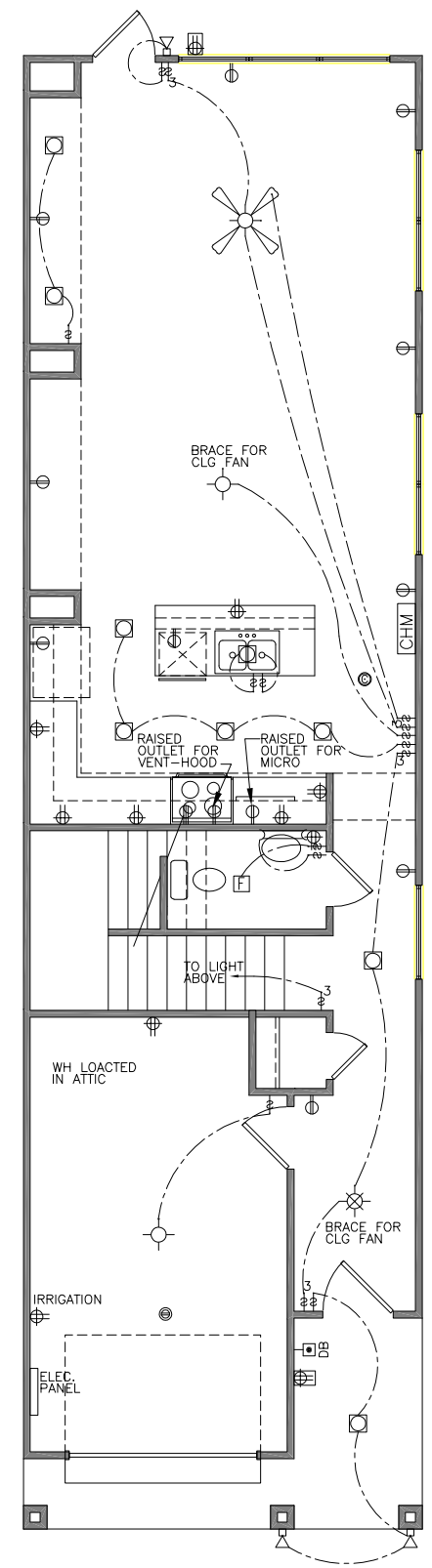
Firm Name and Address

BREA ELLES
(646) 305-5404
CREATIVE DIRECTOR
belles@atelierhonnete.com

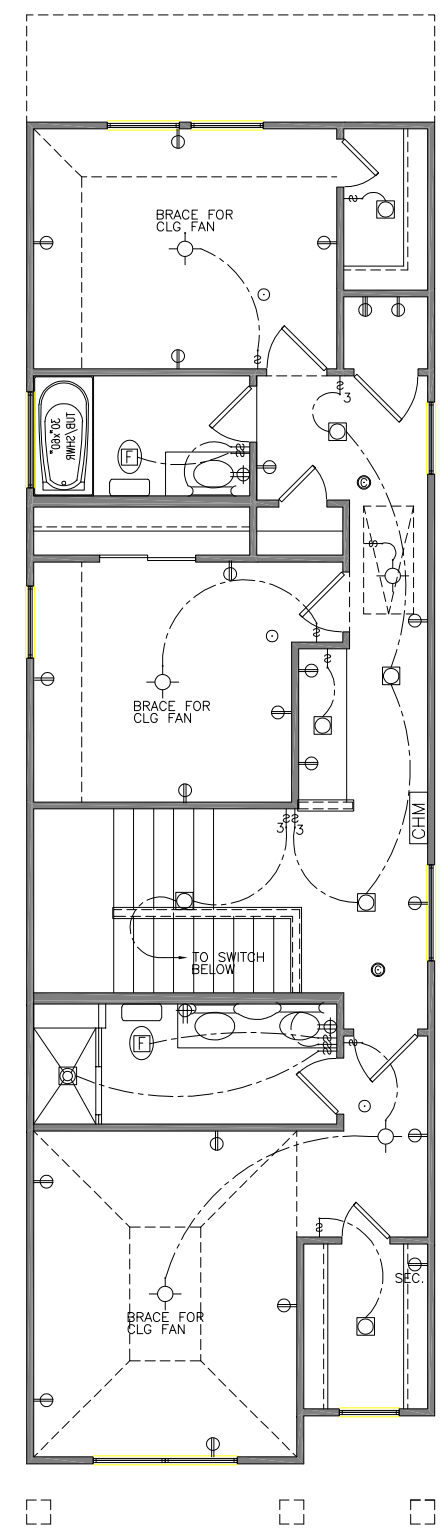
Project Name and Address

Parcel #: 059-4-041-00-0
1409 Maple Street
Augusta, Georgia

Project	002222	Sheet
Date	10/13/22	A-2
Scale		



FIRST FLOOR ELECTRICAL PLAN
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



SECOND FLOOR ELECTRICAL PLAN
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"

ELECTRICAL LEGEND

	CEILING FAN WITH LIGHT KIT VERIFY WITH OWNER		PHONE JACK
	EXHAUST FAN AND LIGHT COMBINATION		TV / CABLE
	EXHAUST FAN		DOUBLE-HEAD FLOOD FIXTURE
	1'X4' FLUORESCENT FIXTURE SURFACE MOUNT VERIFY WITH OWNER		110 v WATERPROOF 20 AMP G.F.I. OUTLET
	2'X4' FLUORESCENT FIXTURE SURFACE MOUNT VERIFY WITH OWNER		110 v GROUND FAULT INTERRUPTER OUTLET
	RECESSED LIGHT FIXTURE		220 V. OUTLET VERIFY HEIGHTS
	RECESSED WALL-WASH FIXTURE INCANDESCENT FIXTURE VERIFY WITH OWNER		110 v FLOOR OUTLET SEE OWNER /LOC.
	SCONCE LIGHT		EVE PLUG
	HANGING LIGHT		110 v AT CEILING
	LIGHT FIXTURE		110 V. OUTLET VERIFY HEIGHTS
	LIGHT STRIP		SWITCH
	TRACK LIGHTING		THERMOSTAT
	UNDER UPPER CABINET STRIP LIGHTING		SMOKE DETECTOR AC/DC
	UPLIGHT		CARBON MONOXIDE DETECTOR AC/DC
	HANGING HALOGEN LIGHT FIXTURE		CHIMES
	OUTDOOR WALL FIXTURE		220 V. WATERPROOF VERIFY HEIGHTS
			DOOR BELL

NOTE: ELECTRICAL WORK TO COMPLY WITH 2017 NEC

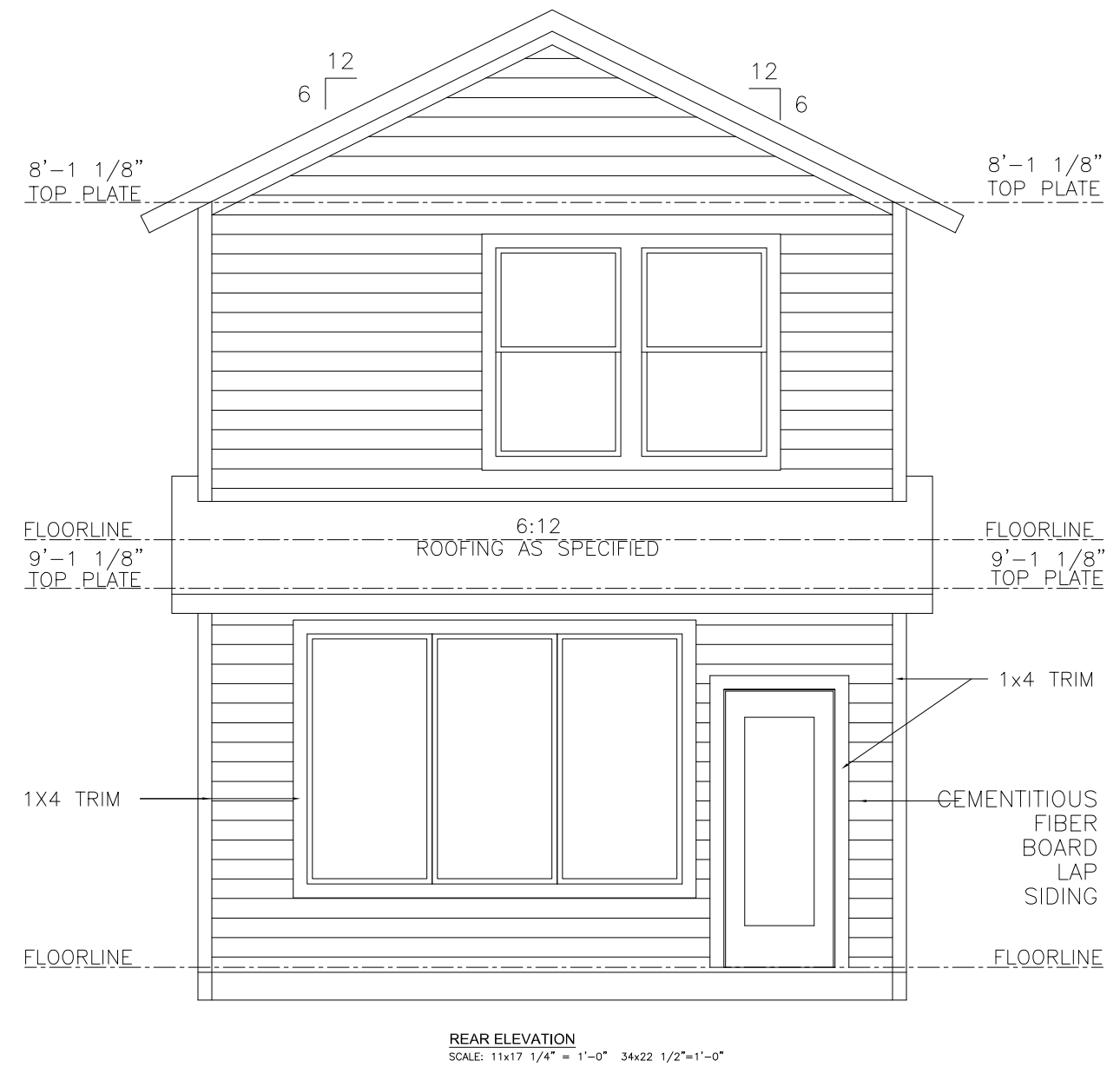
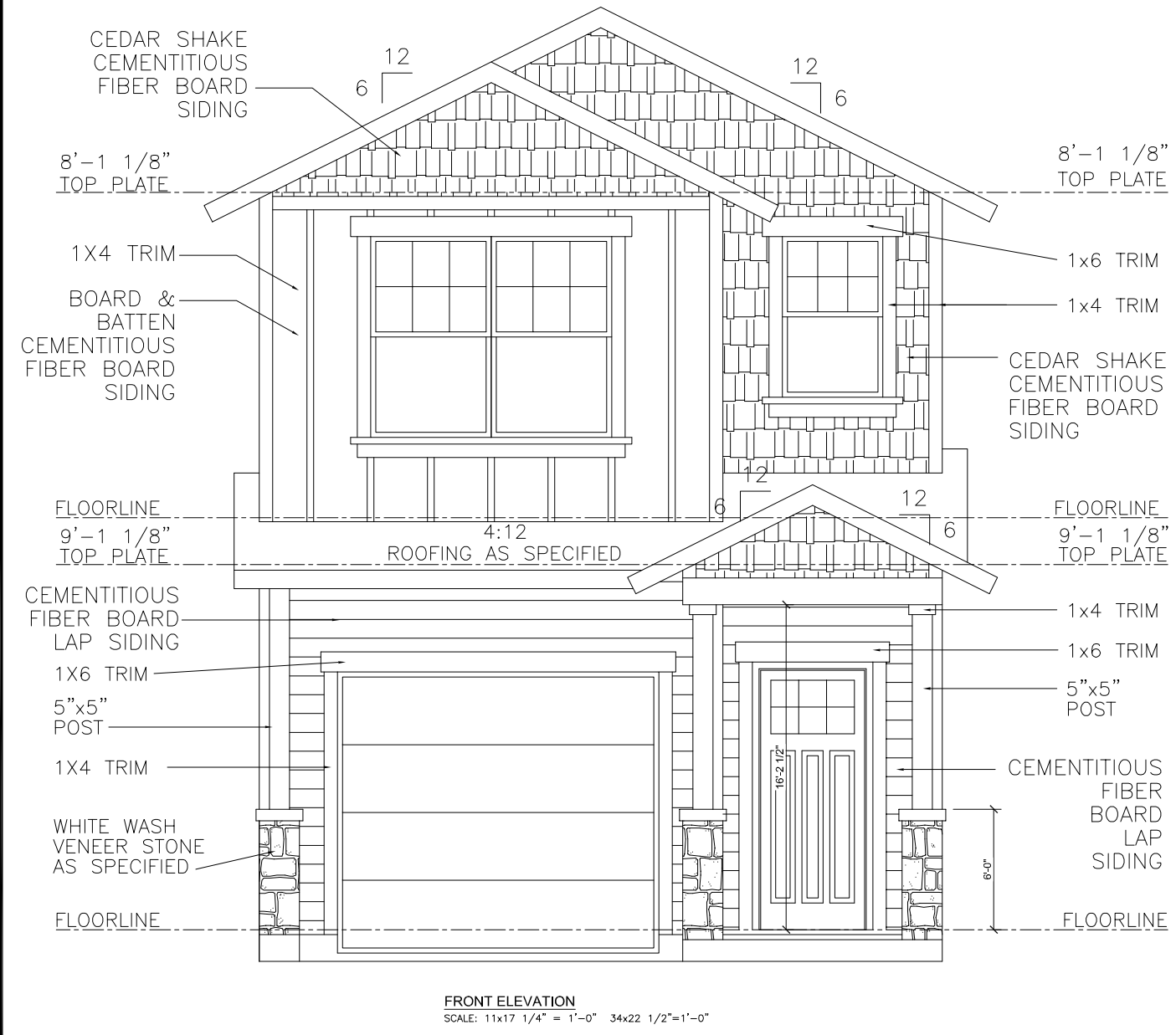
CONCEPT 1653
CUSTOM RESIDENCE

No.	Revision/Issue	Date

Firm Name and Address
BREA ELLES
(646) 305-5404
CREATIVE DIRECTOR
belles@atelierhonnete.com

Project Name and Address
Parcel #: 059-4-041-00-0
1409 Maple Street
Augusta, Georgia

Project	002222	Sheet
Date	10/13/22	A-3
Scale		



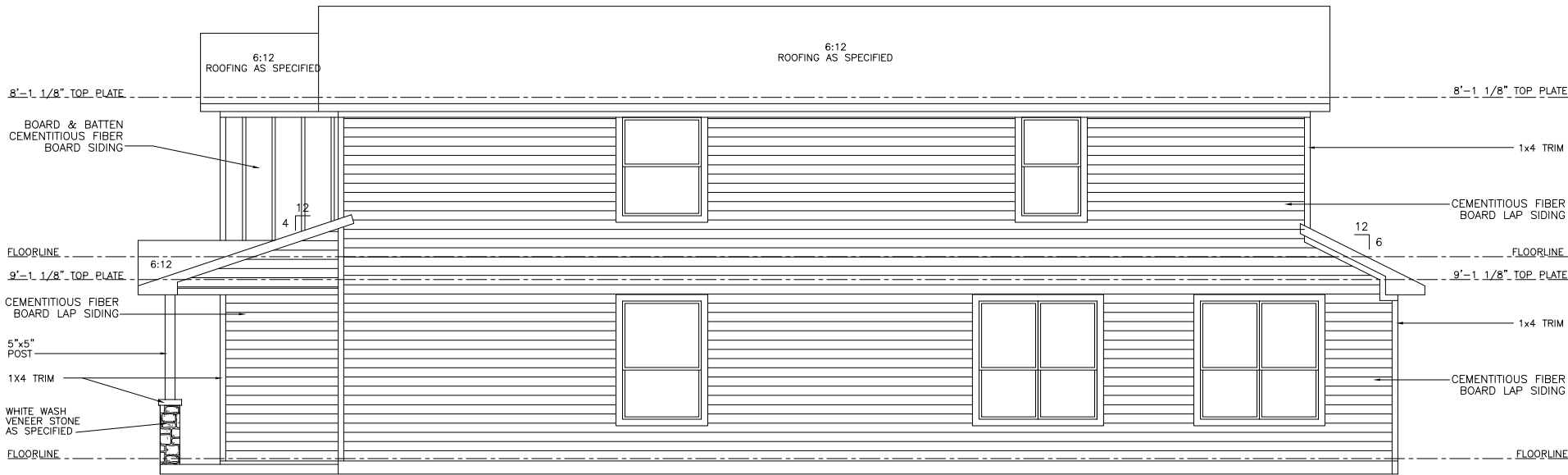
CONCEPT 1653
CUSTOM RESIDENCE

No.	Revision/Issue	Date

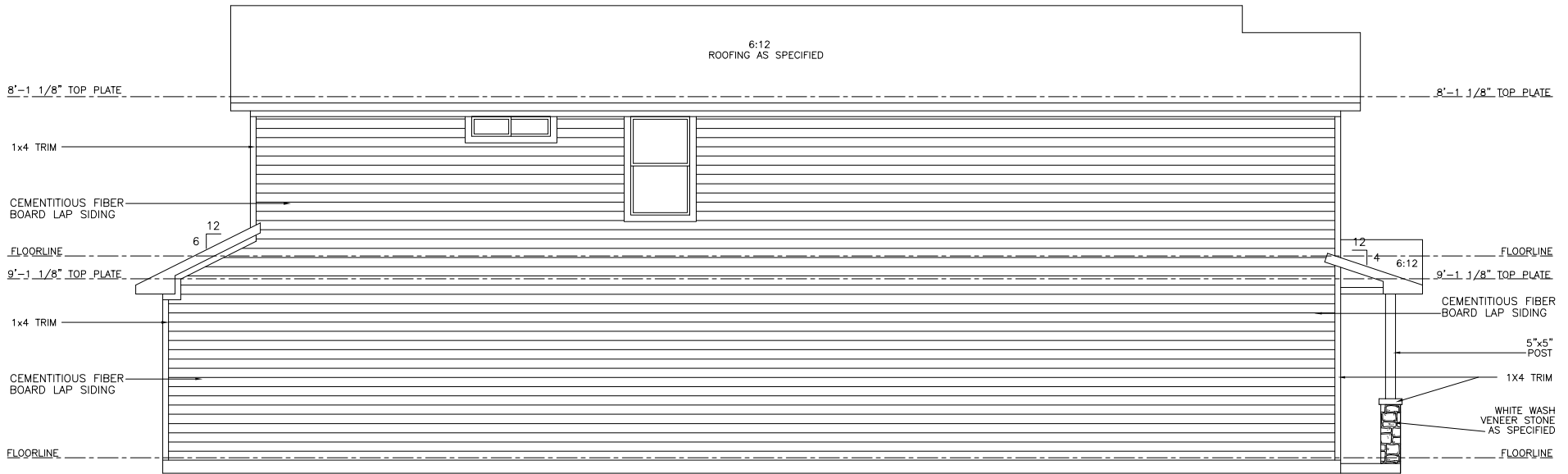
Firm Name and Address
BREA ELLES
(646) 305-5404
CREATIVE DIRECTOR
belles@atelierhonnete.com

Project Name and Address
Parcel #: 059-4-041-00-0
1409 Maple Street
Augusta, Georgia

Project	002222	Sheet
Date	10/13/22	A-4
Scale		



RIGHT ELEVATION
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



LEFT ELEVATION
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"

General Notes

CONCEPT 1653
CUSTOM RESIDENCE

No.	Revision/Issue	Date

Firm Name and Address
BREA ELLES
(646) 305-5404
CREATIVE DIRECTOR
belles@atelierhonnete.com

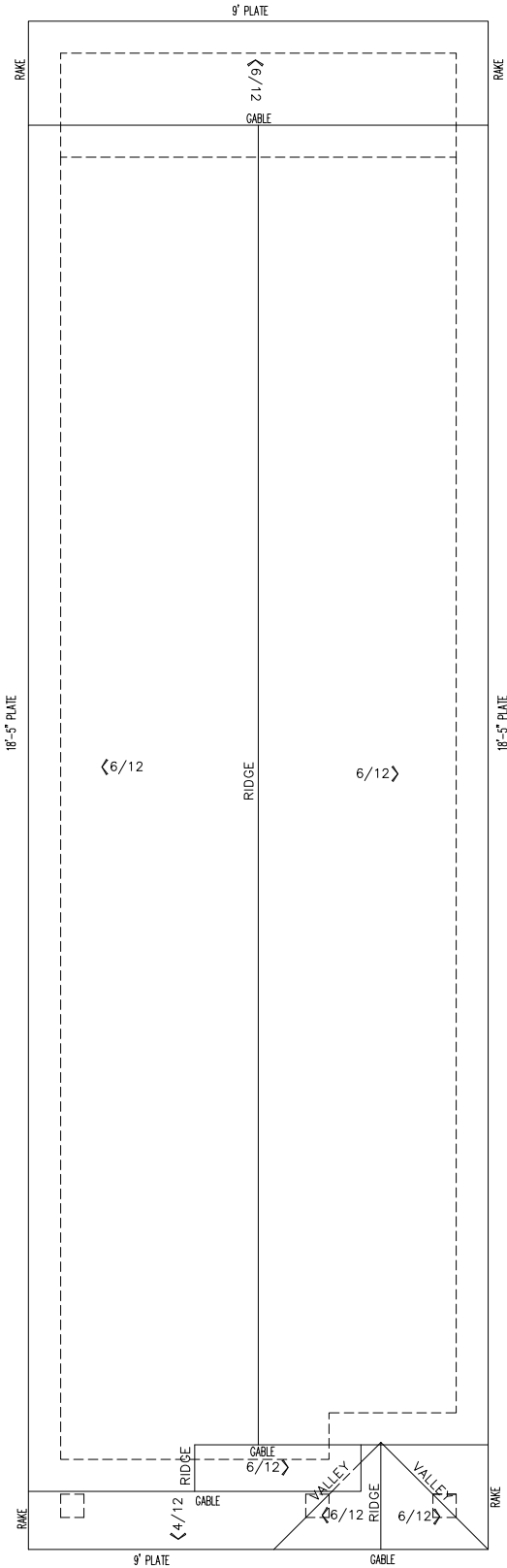
Project Name and Address
Parcel #: 059-4-041-00-0
1409 Maple Street
Augusta, Georgia

Project	002222	Sheet
Date	10/13/22	A-5
Scale		

NOTES :
ROOF OVERHANG FOR 8:12 PITCH IS
1'-4 1/2" FROM OUTSIDE OF STUD
WALL UNLESS NOTED OTHERWISE.

ALL GABLE ENDS TO HAVE 1'-0"
OVERHANG FROM OUTSIDE OF STUD
WALL UNLESS NOTED OTHERWISE.

VENT PER CODE.



ROOF PLAN

SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"

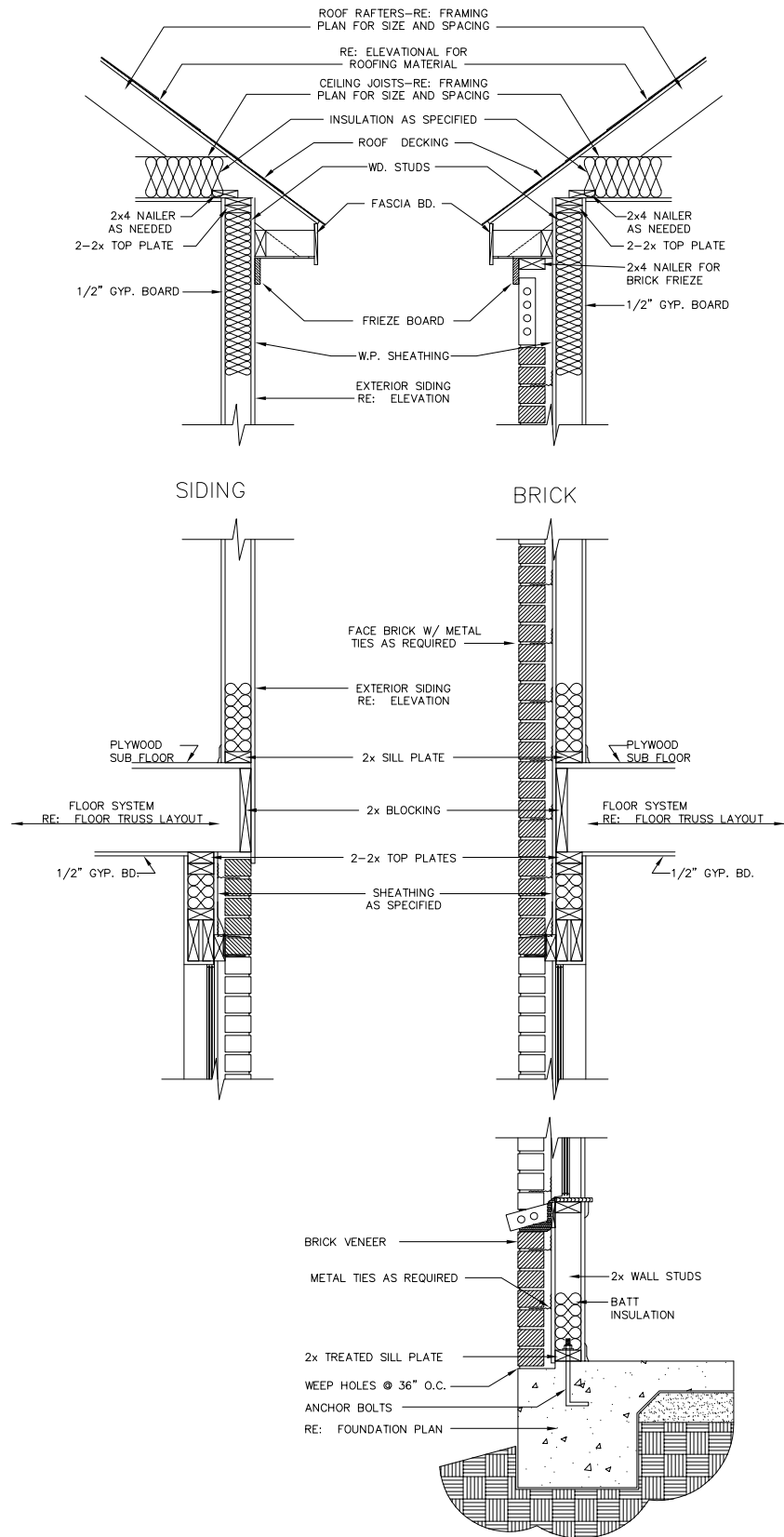
CONCEPT 1653
CUSTOM RESIDENCE

No.	Revision/Issue	Date
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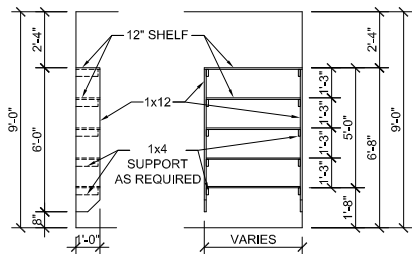
Firm Name and Address
BREA ELLES
(646) 305-5404
CREATIVE DIRECTOR
belles@atelierhonnete.com

Project Name and Address
Parcel #: 059-4-041-00-0
1409 Maple Street
Augusta, Georgia

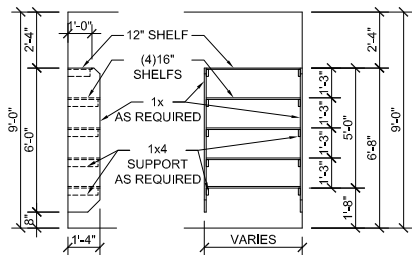
Project	002222	Sheet
Date	10/13/22	A-6
Scale		



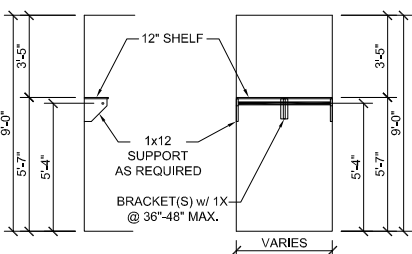
TYPICAL SIDING/ BRICK WALL SECTION DETAIL
NOT TO SCALE



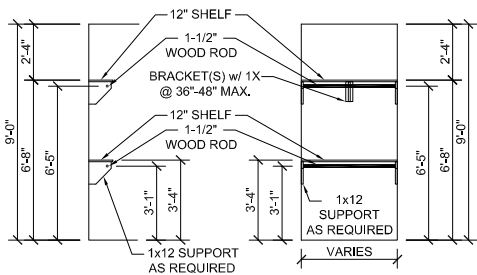
5-12" SHELF DETAIL #1
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



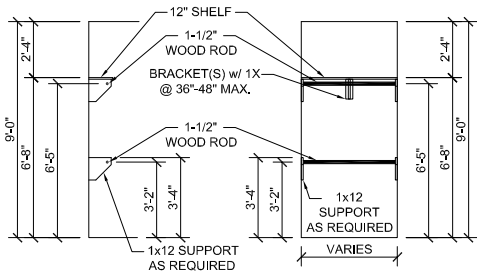
1-12 1/4-16" SHELF DETAIL #2
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



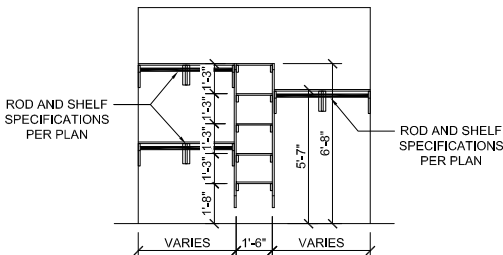
1R1S DETAIL #3
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



2R2S DETAIL #4
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



2R1S DETAIL #5
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"



5-12" SHELF DETAIL #2
SECONDARY BEDROOM CLOSET
SCALE: 11x17 1/8" = 1'-0" 34x22 1/4"=1'-0"

<h1 style="text-align: center;">AHCD</h1>									
<div style="text-align: right;">Contractor Work Write-up</div>									
<h2 style="text-align: center;">Augusta Housing & Community Development Department</h2>									
<h3 style="text-align: center;">925 Laney Walker Blvd., 3rd Floor- Augusta GA. 30901</h3>									
<div style="display: flex; justify-content: space-between;"> (706) 821-1797b -Fax (706) 821-1784 www.augustaga.gov Hawthorne Welcher - Director </div>									
Finish of house		\$ -		TOTAL WRITE-UP (INCLUDING CONTINGENCY)				\$ 200,288.09	
TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY								\$ 200,288.09	
GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD)									
A Enter Materials	COLUMN JMIN UNIT	Quantity	JMIN MATERIAL COST PER UNIT	COLUMN JMIN TOTAL MATERIAL	COLUMN JMIN LABOR COST PER UNIT	G TOTAL LABOR	H JMIN TOTAL COST MAT & LABOR	I COLUMN JMIN PROFIT & OVER HEAD	TOTAL COST PER SECTION
Homeowners Name	Laney Walker/Bethlehem Revitalization Project					Contractor:			
Homeowners Address	1413 Maple st								
City, State, Zip	Augusta, Georgia 30901								
Phone						Profit & Overhead Percentage: 15%			
FOUNDATION / MASONRY		House Heated Sq. Ft.		1,653		Total House Sq. Ft.		1945	
Description of Material	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
construction entrance	EA	1	\$ -	\$ -	\$ 600.00	\$ 600.00	\$ 600.00	\$ 90.00	\$ 690.00
excavate	LF	0	\$ 3.13	\$ -	\$ 8.00	\$ -	\$ -	\$ -	\$ -
concrete ftg	CY	3	\$ 135.00	\$ 405.00	\$ 35.00	\$ 105.00	\$ 510.00	\$ 76.50	\$ 586.50
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	3	\$ 289.59	\$ 868.77	\$ 100.00	\$ 300.00	\$ 1,168.77	\$ 175.31	\$ 1,344.08
6 mil poly	ROLL	1	\$ 96.53	\$ 96.53	\$ 80.00	\$ 80.00	\$ 176.53	\$ 26.48	\$ 203.01
fill and tamp	CY	1	\$ 200.00	\$ 200.00	\$ 35.00	\$ 35.00	\$ 235.00	\$ 35.25	\$ 270.25
concrete pads for steps	CY	1	\$ 124.20	\$ 124.20	\$ 35.00	\$ 35.00	\$ 159.20	\$ 23.88	\$ 183.08
grading drive and sidewalk	LF	0	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
concrete drive and sidewalk	LF	0	\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
rebar	EA	1	\$ 600.00	\$ 600.00	\$ 450.00	\$ 450.00	\$ 1,050.00	\$ 157.50	\$ 1,207.50
Adding dirt to raise house (development cost)	EA	4	\$ 200.00	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ 120.00	\$ 920.00
anchor bolts	EA	100	\$ 1.94	\$ 194.00	\$ 1.60	\$ 160.00	\$ 354.00	\$ 53.10	\$ 407.10
block wall 8x8x156	EA	0	\$ 1.50	\$ -	\$ 1.75	\$ -	\$ -	\$ -	\$ -
header blocks	EA	0	\$ 2.00	\$ -	\$ 2.00	\$ -	\$ -	\$ -	\$ -
mortar mix	BAGS	35	\$ 0.25	\$ 8.75	\$ 0.36	\$ 12.60	\$ 21.49	\$ 3.22	\$ 24.71
mortar sand	Load	1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
brick veneer	EA	2000	\$ 0.30	\$ 600.00	\$ 0.50	\$ 1,000.00	\$ 1,600.00	\$ 240.00	\$ 1,840.00
house and garage slab	CY	22	\$ 145.00	\$ 3,190.00	\$ 135.00	\$ 2,970.00	\$ 6,160.00	\$ 924.00	\$ 7,084.00
porch slab	EA	3	\$ 135.00	\$ 405.00	\$ 35.00	\$ 105.00	\$ 510.00	\$ 76.50	\$ 586.50
BRICK STEPS AS PER PLAN	STEP	2	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 60.00	\$ 460.00
Rollobricks	EA	700	\$ 0.30	\$ 210.00	\$ 1.50	\$ 1,050.00	\$ 1,260.00	\$ 189.00	\$ 1,449.00
water sewer tap	LF	30	\$ 14.00	\$ 420.00	\$ 14.00	\$ 420.00	\$ 840.00	\$ 126.00	\$ 966.00
UTILITIES FEES ELECTRICAL	LS	1	\$ 199.58	\$ 199.58	\$ -	\$ -	\$ 199.58	\$ 29.94	\$ 229.52
UTILITIES FEES WATER	LS	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
BUILDERS RISK	LOT	1	\$ 700.00	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ 105.00	\$ 805.00
LAYOUT AND BATTER BOARD	LS	1	\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ 45.00	\$ 345.00
TERMITE TREATMENT	LOT	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
PORT-O-LET	LOT	1	\$ 285.00	\$ 285.00	\$ -	\$ -	\$ 285.00	\$ 42.75	\$ 327.75
Total				\$ 10,052.79		\$ 7,222.60	\$ 17,275.39	\$ 2,633.31	\$ 19,908.70
Description of work to be completed: work completed as per plans									
EXTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
COLUMNS	EA	3	\$ 80.00	\$ 240.00	\$ 100.00	\$ 300.00	\$ 540.00	\$ 81.00	\$ 621.00
GUTTERS & DOWNSPOUTS	PKG	1	\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	\$ 187.50	\$ 1,437.50
LANDSCAPING no irrigation	PKG	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 525.00	\$ 4,025.00
Lot development to drain to front of property	PKG	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 3,500.00	\$ 525.00	\$ 4,025.00
Fence 50 ft Plus 1 Gate sewer tap/water tap	EA	1	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -	\$ 3,900.00	\$ 585.00	\$ 4,485.00
GRADING / SITE PREPARATION	LS	1	\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 1,100.00	\$ 165.00	\$ 1,265.00
Total				\$ 10,890.00		\$ 900.00	\$ 13,790.00	\$ 2,068.50	\$ 15,858.50
Description of work to be completed:									
SIDING AND PORCH									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FASCIA AND SOFFIT AND SIDING (vinyl)	PKG	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
Total				\$ 5,000.00		\$ 6,000.00	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
Description of work to be completed:									
ROOFING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ROOFING PACKAGE (30 ARCHITECTURAL SHINGLES, ROOF VENT & INSTALLATION	PKG	1	\$ 2,950.00	\$ 2,950.00	\$ 1,700.00	\$ 1,700.00	\$ 4,650.00	\$ 697.50	\$ 5,347.50
Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.									
Total				\$ 2,950.00		\$ 1,700.00	\$ 4,650.00	\$ 697.50	\$ 5,347.50
FRAMING & FINISH CARPENTRY									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
WALL FRAMING AS NEEDED	PKG	1	\$ 17,000.00	\$ 17,000.00	\$ 9,100.00	\$ 9,100.00	\$ 26,100.00	\$ 3,915.00	\$ 30,015.00
EXTERIOR DOORS PKG	EA	1	\$ 760.00	\$ 760.00	\$ 300.00	\$ 300.00	\$ 1,060.00	\$ 159.00	\$ 1,219.00
WINDOWS	PKG	1	\$ 5,400.00	\$ 5,400.00	\$ 700.00	\$ 700.00	\$ 6,100.00	\$ 915.00	\$ 7,015.00
INTERIOR DOORS & TRIM PKG	PKG	1	\$ 4,056.00	\$ 4,056.00	\$ 1,400.00	\$ 1,400.00	\$ 5,456.00	\$ 818.40	\$ 6,274.40
Ikea Furniture and built in desk	PKG	0	\$ 830.00	\$ 830.00	\$ 350.00	\$ 350.00	\$ 1,180.00	\$ 177.00	\$ 1,357.00
LOCKSET PACKAGE	EA	1	\$ 234.78	\$ 234.78	\$ -	\$ -	\$ 234.78	\$ 35.22	\$ 270.00
ATTIC STAIRWAY 10" ENG SAVER	EA	1	\$ 275.00	\$ 275.00	\$ 60.00	\$ 60.00	\$ 335.00	\$ 50.25	\$ 385.25
MAIL BOX	EA	1	\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 15.00	\$ 115.00
HOUSE NUMBERS	EA	1	\$ 60.00	\$ 60.00	\$ -	\$ -	\$ 60.00	\$ 9.00	\$ 69.00
CLOSET 12" SHELVES W/ RODS AND PANTRY/LINEN	PKG	1	\$ 900.00	\$ 900.00	\$ 700.00	\$ 700.00	\$ 1,600.00	\$ 240.00	\$ 1,840.00
Garage doors +motor	EA	1	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 225.00	\$ 1,725.00
BLINDS	PKG	0	\$ 200.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -

Total				\$ 29,615.78		\$ 12,610.00	\$ 43,725.78	\$ 6,558.87	\$ 50,284.65
FLOORS CARPET / TILE									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FLOORING CARPET	PKG	1	\$ 1,400.00	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 2,200.00	\$ 330.00	\$ 2,530.00
LAMINATED WOOD (glue down)	PKG	1	\$ 1,400.00	\$ 1,400.00	1400	\$ 1,400.00	\$ 2,800.00	\$ 420.00	\$ 3,220.00
CERAMIC TILE (BATH & KITCHEN)	PKG	1	\$ 2,000.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 600.00	\$ 4,600.00
Total				\$ 5,300.00		\$ 3,700.00	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
Description of work to be completed:									
DRYWALL/ PLASTER									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
1/2 IN DRYWALL	SF	8800	\$ 0.45	\$ 3,960.00	\$ 0.45	\$ 3,960.00	\$ 7,920.00	\$ 1,188.00	\$ 9,108.00
Total				\$ 3,960.00		\$ 3,960.00	\$ 7,920.00	\$ 1,188.00	\$ 9,108.00
PLUMBING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PLUMBING PACKAGE W/STAINLESS STEEL FIXTURES	PKG	1	\$ 12,690.17	\$ 12,690.17	\$ -	\$ -	\$ 12,690.17	\$ 1,903.53	\$ 14,593.70
fixtures allowance faucets,shower valves	PKG	1	\$ 600.00	\$ 600.00			\$ 600.00	\$ 90.00	\$ 690.00
Total				\$ 12,690.17		\$ -	\$ 13,290.17	\$ 1,993.53	\$ 15,283.70
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.									
ELECTRICAL									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ELECTRICAL	PKG	1	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
ALARM SYSTEM W/CELLULAR MONITORING	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 90.00	\$ 690.00
CAMERA SECURITY DURING CONSTRUCTION	EA	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
LIGHT FIXTURES detectors,bath fan ALLOWANCE	PKG	1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
Total				\$ 13,800.00		\$ -	\$ 13,800.00	\$ 2,070.00	\$ 15,870.00
HEATING & AIR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
HEATING & AIR 14 SEER	PKG	1	\$ 10,608.06	\$ 10,608.06	\$ -	\$ -	\$ 10,608.06	\$ 1,591.21	\$ 12,199.27
RANGE HOOD ducting	PKG	1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
AC CAGES	EA	1	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ 450.00	\$ 67.50	\$ 517.50
Total				\$ 11,308.06		\$ -	\$ 11,308.06	\$ 1,696.21	\$ 13,004.27
CABINETS & APPLIANCES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BASE & WALL CABINETS & GRANITE COUNTER TOPS	PKG	1	\$ 6,700.00	\$ 6,700.00	\$ -	\$ -	\$ 6,700.00	\$ 1,005.00	\$ 7,705.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER	PKG	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 525.00	\$ 4,025.00
Total				\$ 12,900.00		\$ -	\$ 12,900.00	\$ 1,935.00	\$ 14,835.00
PAINTING EXTERIOR/ INTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PAINT 2 COATS WALL/CEILING PAINTING+ exterior	SF	1648	\$ 1.75	\$ 2,884.00	3.4	\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
Total				\$ 2,884.00		\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
BATHROOM ACCESSORIES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 900.00	\$ 135.00	\$ 1,035.00
SHOWER DOOR FRAMED	PKG	1	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ 127.50	\$ 977.50
Total				\$ 900.00		\$ -	\$ 900.00	\$ 135.00	\$ 1,035.00
INSULATION									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
INSULATION ATTIC WALLS	PKG	1	\$ 2,900.00	\$ 2,900.00	\$ -	\$ -	\$ 2,900.00	\$ 435.00	\$ 3,335.00
Total				\$ 2,900.00		\$ -	\$ 2,900.00	\$ 435.00	\$ 3,335.00
DEMOLITION & CLEAN -UP									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
CLEAN HOUSE	EA	1	\$ -	\$ -	\$ 450.00	\$ 450.00	\$ 450.00	\$ 67.50	\$ 517.50
DUCT & BLOWER TEST	EA	1	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 60.00	\$ 460.00
INTERIOR DEMOLITION	EA	1						\$ -	
EXTERIOR clean up	EA	1	\$ 400.00	\$ -			\$ 400.00	\$ 60.00	\$ 460.00
DUMPSTER	EA	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 180.00	\$ 1,380.00
Total				\$ 1,200.00		\$ 850.00	\$ 2,450.00	\$ 367.50	\$ 2,817.50
RECAP OF SECTIONS				SUM TOTAL WRITE-UP				\$ 199,448.09	
Description				TOTAL MATERIAL		TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FOUNDATION / MASONRY				\$ 10,052.79		\$ 7,222.60	\$ 17,275.39	\$ 2,633.31	\$ 19,908.70
EXTERIOR				\$ 10,890.00		\$ 900.00	\$ 13,790.00	\$ 2,068.50	\$ 15,858.50
SIDING				\$ 5,000.00		\$ 6,000.00	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
ROOFING				\$ 2,950.00		\$ 1,700.00	\$ 4,650.00	\$ 697.50	\$ 5,347.50
FRAMING & FINISH CARPENTRY				\$ 29,615.78		\$ 12,610.00	\$ 43,725.78	\$ 6,558.87	\$ 50,284.65
FLOORS CARPET / TILE				\$ 5,300.00		\$ 3,700.00	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
DRYWALL/ PLASTER				\$ 3,960.00		\$ 3,960.00	\$ 7,920.00	\$ 1,188.00	\$ 9,108.00
PLUMBING				\$ 12,690.17		\$ -	\$ 13,290.17	\$ 1,993.53	\$ 15,283.70
ELECTRICAL				\$ 13,800.00		\$ -	\$ 13,800.00	\$ 2,070.00	\$ 15,870.00
HEATING & AIR				\$ 11,308.06		\$ -	\$ 11,308.06	\$ 1,696.21	\$ 13,004.27
CABINETS & APPLIANCES				\$ 12,900.00		\$ -	\$ 12,900.00	\$ 1,935.00	\$ 14,835.00
PAINTING EXTERIOR/ INTERIOR				\$ 2,884.00		\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
BATHROOM ACCESSORIES				\$ 900.00		\$ -	\$ 900.00	\$ 135.00	\$ 1,035.00
INSULATION				\$ 2,900.00		\$ -	\$ 2,900.00	\$ 435.00	\$ 3,335.00
DEMOLITION & CLEAN -UP				\$ 1,200.00		\$ 850.00	\$ 2,450.00	\$ 367.50	\$ 2,817.50
TOTALS				\$ 126,350.80		\$ 42,545.80	\$ 173,396.60	\$ 26,051.49	\$ 199,448.09
Cost per sf heated				\$120.66	PERMITS				\$ 420.00
Cost per sf heated plus garage				\$ 102.54	2-10 WARRANTY				\$ 420.00
					TOTAL WRITE-UP				\$ 200,288.09

Total						\$	-	\$	-	\$	-	\$	-
CONTRACTOR				DATE HIRED				BY					
ACCEPTED:				TITLE				DATE					
PREPARED BY:								REVISED					

<h1 style="text-align: center;">AHCD</h1>										
Contractor Work Write-up										
Augusta Housing & Community Development Department										
925 Laney Walker Blvd., 3rd Floor- Augusta GA. 30901										
(706) 821-1797b -Fax (706) 821-1784 www.augustaga.gov										
Hawthorne Welcher - Director										
Finish of house \$ - TOTAL WRITE-UP (INCLUDING CONTINGENCY) \$ 200,288.09										
TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY \$ 200,288.09										
GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD)										
Enter Materials	COLUMN UNIT	QTY Quantity	UNIT UNIT	MATERIAL COST PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MAT & LABOR	PROFIT & OVER HEAD	TOTAL COST PER SECTION
Homeowners Name	Laney Walker/Bethlehem Revitalization Project					Contractor:				
Homeowners Address	1413 Maple st									
City, State, Zip	Augusta, Georgia 30901									
Phone						Profit & Overhead Percentage: 15%				
FOUNDATION / MASONRY	House Heated Sq. Ft.				1,653	Total House Sq. Ft.				1945
Description of Material	UNIT	Quantity		Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
construction entrance	EA	1		\$ -	\$ -	\$ 600.00	\$ 600.00	\$ 600.00	\$ 90.00	\$ 690.00
excavate	LF	0		\$ 3.13	\$ -	\$ 8.00	\$ -	\$ -	\$ -	\$ -
concrete ftg	CY	3		\$ 135.00	\$ 405.00	\$ 35.00	\$ 105.00	\$ 510.00	\$ 76.50	\$ 586.50
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	3		\$ 289.59	\$ 868.77	\$ 100.00	\$ 300.00	\$ 1,168.77	\$ 175.31	\$ 1,344.08
6 mil poly	ROLL	1		\$ 96.53	\$ 96.53	\$ 80.00	\$ 80.00	\$ 176.53	\$ 26.48	\$ 203.01
fill and tamp	CY	1		\$ 200.00	\$ 200.00	\$ 35.00	\$ 35.00	\$ 235.00	\$ 35.25	\$ 270.25
concrete pads for steps	CY	1		\$ 124.20	\$ 124.20	\$ 35.00	\$ 35.00	\$ 159.20	\$ 23.88	\$ 183.08
grading drive and sidewalk	LF	0		\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
concrete drive and sidewalk	LF	0		\$ 0.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
rebar	EA	1		\$ 600.00	\$ 600.00	\$ 450.00	\$ 450.00	\$ 1,050.00	\$ 157.50	\$ 1,207.50
Adding dirt to raise house (development cost)	EA	4		\$ 200.00	\$ 800.00	\$ -	\$ -	\$ 800.00	\$ 120.00	\$ 920.00
anchor bolts	EA	100		\$ 1.94	\$ 194.00	\$ 1.60	\$ 160.00	\$ 354.00	\$ 53.10	\$ 407.10
block wall 8x8x16	EA	0		\$ 1.50	\$ -	\$ 1.75	\$ -	\$ -	\$ -	\$ -
header blocks	EA	0		\$ 2.00	\$ -	\$ 2.00	\$ -	\$ -	\$ -	\$ -
mortar mix	BAGS	35		\$ 0.25	\$ 8.75	\$ 0.36	\$ 12.60	\$ 21.49	\$ 3.22	\$ 24.71
mortar sand	Load	1		\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
brick veneer	EA	2000		\$ 0.30	\$ 600.00	\$ 0.50	\$ 1,000.00	\$ 1,600.00	\$ 240.00	\$ 1,840.00
house and garage slab	CY	22		\$ 145.00	\$ 3,190.00	\$ 135.00	\$ 2,970.00	\$ 6,160.00	\$ 924.00	\$ 7,084.00
porch slab	EA	3		\$ 135.00	\$ 405.00	\$ 35.00	\$ 105.00	\$ 510.00	\$ 76.50	\$ 586.50
BRICK STEPS AS PER PLAN	STEP	2		\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 400.00	\$ 60.00	\$ 460.00
Rollobricks	EA	700		\$ 0.30	\$ 210.00	\$ 1.50	\$ 1,050.00	\$ 1,260.00	\$ 189.00	\$ 1,449.00
water sewer tap	LF	30		\$ 14.00	\$ 420.00	\$ 14.00	\$ 420.00	\$ 840.00	\$ 126.00	\$ 966.00
UTILITIES FEES ELECTRICAL	LS	1		\$ 199.58	\$ 199.58	\$ -	\$ -	\$ 199.58	\$ 29.94	\$ 229.52
UTILITIES FEES WATER	LS	1		\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
BUILDERS RISK	LOT	1		\$ 700.00	\$ 700.00	\$ -	\$ -	\$ 700.00	\$ 105.00	\$ 805.00
LAYOUT AND BATTER BOARD	LS	1		\$ 300.00	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ 45.00	\$ 345.00
TERMITE TREATMENT	LOT	1		\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
PORT-O-LET	LOT	1		\$ 285.00	\$ 285.00	\$ -	\$ -	\$ 285.00	\$ 42.75	\$ 327.75
Total					\$ 10,052.79		\$ 7,222.60	\$ 17,275.39	\$ 2,633.31	\$ 19,908.70
Description of work to be completed: work completed as per plans										
EXTERIOR										
Description	UNIT	Quantity		Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
COLUMNS	EA	3		\$ 80.00	\$ 240.00	\$ 100.00	\$ 300.00	\$ 540.00	\$ 81.00	\$ 621.00
GUTTERS & DOWNSPOUTS	PKG	1		\$ 1,250.00	\$ 1,250.00	\$ -	\$ -	\$ 1,250.00	\$ 187.50	\$ 1,437.50
LANDSCAPING no irrigation	PKG	1		\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 525.00	\$ 4,025.00
Lot development to drain to front of property	PKG	1		\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 150.00	\$ 1,150.00
Fence 50 ft Plus 1 Gate sewer tap/water tap	EA	1		\$ 3,900.00	\$ 3,900.00	\$ -	\$ -	\$ 3,900.00	\$ 585.00	\$ 4,485.00
GRADING / SITE PREPARATION	LS	1		\$ 500.00	\$ 500.00	\$ 600.00	\$ 600.00	\$ 1,100.00	\$ 165.00	\$ 1,265.00
Total					\$ 10,890.00		\$ 900.00	\$ 13,790.00	\$ 2,068.50	\$ 15,858.50
Description of work to be completed:										
SIDING AND PORCH										
Description	UNIT	Quantity		Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FASCIA AND SOFFIT AND SIDING (vinyl)	PKG	1		\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
Total					\$ 5,000.00		\$ 6,000.00	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
Description of work to be completed:										
ROOFING										
Description	UNIT	Quantity		Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ROOFING PACKAGE (30 ARCHITECTURAL SHINGLES, ROOF VENT & INSTALLATION	PKG	1		\$ 2,950.00	\$ 2,950.00	\$ 1,700.00	\$ 1,700.00	\$ 4,650.00	\$ 697.50	\$ 5,347.50
Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.										
Total					\$ 2,950.00		\$ 1,700.00	\$ 4,650.00	\$ 697.50	\$ 5,347.50
FRAMING & FINISH CARPENTRY										
Description	UNIT	Quantity		Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
WALL FRAMING AS NEEDED	PKG	1		\$ 17,000.00	\$ 17,000.00	\$ 9,100.00	\$ 9,100.00	\$ 26,100.00	\$ 3,915.00	\$ 30,015.00
EXTERIOR DOORS PKG	EA	1		\$ 760.00	\$ 760.00	\$ 300.00	\$ 300.00	\$ 1,060.00	\$ 159.00	\$ 1,219.00
WINDOWS	PKG	1		\$ 5,400.00	\$ 5,400.00	\$ 700.00	\$ 700.00	\$ 6,100.00	\$ 915.00	\$ 7,015.00
INTERIOR DOORS & TRIM PKG	PKG	1		\$ 4,056.00	\$ 4,056.00	\$ 1,400.00	\$ 1,400.00	\$ 5,456.00	\$ 818.40	\$ 6,274.40
Ikea Furniture and built in desk	PKG	0		\$ 830.00	\$ 830.00	\$ 350.00	\$ 350.00	\$ 1,180.00	\$ 177.00	\$ 1,357.00
LOCKSET PACKAGE	EA	1		\$ 234.78	\$ 234.78	\$ -	\$ -	\$ 234.78	\$ 35.22	\$ 270.00
ATTIC STAIRWAY 10" ENG SAVER	EA	1		\$ 275.00	\$ 275.00	\$ 60.00	\$ 60.00	\$ 335.00	\$ 50.25	\$ 385.25
MAIL BOX	EA	1		\$ 100.00	\$ 100.00	\$ -	\$ -	\$ 100.00	\$ 15.00	\$ 115.00
HOUSE NUMBERS	EA	1		\$ 60.00	\$ 60.00	\$ -	\$ -	\$ 60.00	\$ 9.00	\$ 69.00
CLOSET 12" SHELVES W/ RODS AND PANTRY/LINEN	PKG	1		\$ 900.00	\$ 900.00	\$ 700.00	\$ 700.00	\$ 1,600.00	\$ 240.00	\$ 1,840.00
Garage doors +motor	EA	1		\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00	\$ 225.00	\$ 1,725.00
BLINDS	PKG	0		\$ 200.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ -

Total				\$ 29,615.78		\$ 12,610.00	\$ 43,725.78	\$ 6,558.87	\$ 50,284.65
FLOORS CARPET / TILE									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FLOORING CARPET	PKG	1	\$ 1,400.00	\$ 1,400.00	\$ 800.00	\$ 800.00	\$ 2,200.00	\$ 330.00	\$ 2,530.00
LAMINATED WOOD (glue down)	PKG	1	\$ 1,400.00	\$ 1,400.00	1400	\$ 1,400.00	\$ 2,800.00	\$ 420.00	\$ 3,220.00
CERAMIC TILE (BATH & KITCHEN)	PKG	1	\$ 2,000.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 600.00	\$ 4,600.00
Total				\$ 5,300.00		\$ 3,700.00	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
Description of work to be completed:									
DRYWALL/ PLASTER									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
1/2 IN DRYWALL	SF	8800	\$ 0.45	\$ 3,960.00	\$ 0.45	\$ 3,960.00	\$ 7,920.00	\$ 1,188.00	\$ 9,108.00
Total				\$ 3,960.00		\$ 3,960.00	\$ 7,920.00	\$ 1,188.00	\$ 9,108.00
PLUMBING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PLUMBING PACKAGE W/STAINLESS STEEL FIXTURES	PKG	1	\$ 12,690.17	\$ 12,690.17	\$ -	\$ -	\$ 12,690.17	\$ 1,903.53	\$ 14,593.70
fixtures allowance faucets,shower valves	PKG	1	\$ 600.00	\$ 600.00			\$ 600.00	\$ 90.00	\$ 690.00
Total				\$ 12,690.17		\$ -	\$ 13,290.17	\$ 1,993.53	\$ 15,283.70
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.									
ELECTRICAL									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ELECTRICAL	PKG	1	\$ 11,000.00	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
ALARM SYSTEM W/CELLULAR MONITORING	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 90.00	\$ 690.00
CAMERA SECURITY DURING CONSTRUCTION	EA	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 30.00	\$ 230.00
LIGHT FIXTURES detectors,bath fan ALLOWANCE	PKG	1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 300.00	\$ 2,300.00
Total				\$ 13,800.00		\$ -	\$ 13,800.00	\$ 2,070.00	\$ 15,870.00
HEATING & AIR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
HEATING & AIR 14 SEER	PKG	1	\$ 10,608.06	\$ 10,608.06	\$ -	\$ -	\$ 10,608.06	\$ 1,591.21	\$ 12,199.27
RANGE HOOD ducting	PKG	1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 37.50	\$ 287.50
AC CAGES	EA	1	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ 450.00	\$ 67.50	\$ 517.50
Total				\$ 11,308.06		\$ -	\$ 11,308.06	\$ 1,696.21	\$ 13,004.27
CABINETS & APPLIANCES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BASE & WALL CABINETS & GRANITE COUNTER TOPS	PKG	1	\$ 6,700.00	\$ 6,700.00	\$ -	\$ -	\$ 6,700.00	\$ 1,005.00	\$ 7,705.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER	PKG	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	\$ 525.00	\$ 4,025.00
Total				\$ 12,900.00		\$ -	\$ 12,900.00	\$ 1,935.00	\$ 14,835.00
PAINTING EXTERIOR/ INTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PAINT 2 COATS WALL/CEILING PAINTING+ exterior	SF	1648	\$ 1.75	\$ 2,884.00	3.4	\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
Total				\$ 2,884.00		\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
BATHROOM ACCESSORIES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 900.00	\$ 900.00	\$ -	\$ -	\$ 900.00	\$ 135.00	\$ 1,035.00
SHOWER DOOR FRAMED	PKG	1	\$ 850.00	\$ 850.00	\$ -	\$ -	\$ 850.00	\$ 127.50	\$ 977.50
Total				\$ 900.00		\$ -	\$ 900.00	\$ 135.00	\$ 1,035.00
INSULATION									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
INSULATION ATTIC WALLS	PKG	1	\$ 2,900.00	\$ 2,900.00	\$ -	\$ -	\$ 2,900.00	\$ 435.00	\$ 3,335.00
Total				\$ 2,900.00		\$ -	\$ 2,900.00	\$ 435.00	\$ 3,335.00
DEMOLITION & CLEAN -UP									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
CLEAN HOUSE	EA	1	\$ -	\$ -	\$ 450.00	\$ 450.00	\$ 450.00	\$ 67.50	\$ 517.50
DUCT & BLOWER TEST	EA	1	\$ -	\$ -	\$ 400.00	\$ 400.00	\$ 400.00	\$ 60.00	\$ 460.00
INTERIOR DEMOLITION	EA	1						\$ -	
EXTERIOR clean up	EA	1	\$ 400.00	\$ -			\$ 400.00	\$ 60.00	\$ 460.00
DUMPSTER	EA	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 180.00	\$ 1,380.00
Total				\$ 1,200.00		\$ 850.00	\$ 2,450.00	\$ 367.50	\$ 2,817.50
RECAP OF SECTIONS				SUM TOTAL WRITE-UP				\$ 199,448.09	
Description				TOTAL MATERIAL		TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FOUNDATION / MASONRY				\$ 10,052.79		\$ 7,222.60	\$ 17,275.39	\$ 2,633.31	\$ 19,908.70
EXTERIOR				\$ 10,890.00		\$ 900.00	\$ 13,790.00	\$ 2,068.50	\$ 15,858.50
SIDING				\$ 5,000.00		\$ 6,000.00	\$ 11,000.00	\$ 1,650.00	\$ 12,650.00
ROOFING				\$ 2,950.00		\$ 1,700.00	\$ 4,650.00	\$ 697.50	\$ 5,347.50
FRAMING & FINISH CARPENTRY				\$ 29,615.78		\$ 12,610.00	\$ 43,725.78	\$ 6,558.87	\$ 50,284.65
FLOORS CARPET / TILE				\$ 5,300.00		\$ 3,700.00	\$ 9,000.00	\$ 1,350.00	\$ 10,350.00
DRYWALL/ PLASTER				\$ 3,960.00		\$ 3,960.00	\$ 7,920.00	\$ 1,188.00	\$ 9,108.00
PLUMBING				\$ 12,690.17		\$ -	\$ 13,290.17	\$ 1,993.53	\$ 15,283.70
ELECTRICAL				\$ 13,800.00		\$ -	\$ 13,800.00	\$ 2,070.00	\$ 15,870.00
HEATING & AIR				\$ 11,308.06		\$ -	\$ 11,308.06	\$ 1,696.21	\$ 13,004.27
CABINETS & APPLIANCES				\$ 12,900.00		\$ -	\$ 12,900.00	\$ 1,935.00	\$ 14,835.00
PAINTING EXTERIOR/ INTERIOR				\$ 2,884.00		\$ 5,603.20	\$ 8,487.20	\$ 1,273.08	\$ 9,760.28
BATHROOM ACCESSORIES				\$ 900.00		\$ -	\$ 900.00	\$ 135.00	\$ 1,035.00
INSULATION				\$ 2,900.00		\$ -	\$ 2,900.00	\$ 435.00	\$ 3,335.00
DEMOLITION & CLEAN -UP				\$ 1,200.00		\$ 850.00	\$ 2,450.00	\$ 367.50	\$ 2,817.50
TOTALS				\$ 126,350.80		\$ 42,545.80	\$ 173,396.60	\$ 26,051.49	\$ 199,448.09
Cost per sf heated				\$120.66	PERMITS				\$ 420.00
Cost per sf heated plus garage				\$ 102.54	2-10 WARRANTY				\$ 420.00
					TOTAL WRITE-UP				\$ 200,288.09

Total						\$	-	\$	-	\$	-	\$	-	
CONTRACTOR				DATE HIRED				BY						
ACCEPTED:		TITLE			DATE									
PREPARED BY:										REVISED				



Administrative Services Committee Meeting

Meeting Date: 10/10/2023

HCD_ Budget Transfer Approval Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to transfer budget funds of \$172,875 from Salary/Benefits object 51 codes to object code 5239112 for temporary workforce expenditures.
Background:	<p>For FY2023, HCD has a total of twenty-seven (27) budgeted positions. HCD experienced delays in permanent onboarding due to a) departmental demands; b) staff transition and; c) the addition of new programs and funding sources.</p> <p>Presently, to maintain productivity and departmental demands, temporary staff workers assumed the duties of the six (6) vacant positions that were budgeted for FY2023.</p> <p>Permanent staff are paid from the salaries and wages line item; however, having used temporary workers, these funds are being paid from HCD's operational line item 221073110 523911 Temporary Workers. This has impacted HCD's operational budget due to the utilization of operating funds to pay budgeted salary related activities.</p>
Analysis:	The approval of this request will enable HCD to replenish its 2023 budget operating account, by an estimated amount of \$172,875 to further the financial support to temporary staffing for HCD.
Financial Impact:	HCD expensed FY2023 wages for temporary workers' from the "Temporary Workers" line item on the General Ledger. Due to delays in onboarding of permanent staff, these temporary workers' wages have, to date, been expensed from HCD General Funds budget.

As these funds are currently allocated to HCD's Salaries and Wages line item, HCD is requesting that these funds be reallocated to the Temporary Workers budget line item on the General Ledger.

To ensure correct reporting and proper budget management, HCD expenses must reflect the anticipated actual use of the \$172,875 above for continued operations.

This request represents a zero net-sum adjustment to HCD overall Operational Budget.

Alternatives: Do not approve HCD's motion to approve the transfer of funds

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to transfer budget funds of \$172,875 from Salary/Benefits object 51 codes to object code 5239112 for temporary workforce expenditures.

Funds are available in the following accounts:

HCD General Funds – Total amount requested	\$172,875
HCD Perm Full-Time S&W Reg 221073110- 5111110:	\$150,000
HCD FICA 221073110-5122110:	\$9,300
HCD Medicare 221073110-5122120:	\$2,175
HCD GMEBS Pension 221073110-5123113:	\$11,400
Total-----	\$172,875

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

FY	Version	Period	Fund	Fund Name	Key	Key Title	Director	Type	Object	Object Description
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5111110	Perm Full-Time S&W-Regular
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5121110	Health Insurance
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5121120	Life Insurance
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5121130	Long-Term Disability Insurance
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5122110	FICA
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5122120	Medicare
2023	PE	10	221	Housing & Community Developmen	221073110	Housing & CommunityDevelopment	WELCHER		5123113	GMEBS Pension Plan

BI-WEEKLY PAY CYCLES																						
Employees	SECTOR	POSITION	ACCOUNT	FUND	12/24/22 - 01/06/23	01/07/2023 - 01/20/2023	01/21/2023 - 02/03/2023	02/04/2023 - 02/17/2023	02/18/2023 - 03/03/2023	03/04/2023 - 03/17/2023	03/18/2023 - 04/01/2023	04/01/2023 - 04/15/2023	04/15/2023 - 4/29/2023	4/29/2023 - 5/13/2023	5/13/2023 - 5/27/2023	5/27/2023 - 06/10/2023	06/10/2023 - 06/24/2023	06/24/2023 - 07/08/2023	07/08/2023 - 07/22/2023	07/22/2023 - 08/05/2023	08/05/2023 - 08/19/2023	08/19/2023 - 09/02/2023
PGRAD E	BRIGHTHARP, SHERIKA	ADMIN	ADMINISTRATIVE ASSISTANT II	221073226/5111110	ERA	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	WILLIFORD, JESSICA	ADMIN	ADMINISTRATIVE ASSISTANT III	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	ABRAMS, TAMMIE	FINANCE	ACCT. COORD	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	LEWIS, SHAUNTIA ALICIA	ADMIN	DEPUTY DIRECTOR	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	WELCHER JR., HAWTHORN E	ADMIN	DIRECTOR	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	KHAKSARFARD, KAMERON	LEAD	LEAD ENVMTL CONTROL	221073227/5111110	LEAD	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
		FINANCE	ACCOUNT SUPERVISOR	221073110/5111110	51	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	PIERCE,ARNOLD	FINANCE	INTERIM FISCAL OFFICER	221073110/5111110	51	NO	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	JOHNSON, ALAYA	SUPPORT SERVICE	PROG COORD	221073226/5111110	ERA	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	SMITH, APRIL	REHAB	PROG COORD	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	VACANT	SUPPORT SERVICE	PROG MGR, COMMUNITY	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO
	CARKHUM, SHANNA	REDEVELOPMENT	PROG MGR, DEVELOPMENT	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	CORLEY, LASANDRA	HOME	PROG MGR, HOUSING	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	JOHNSON, SONYA RAQUEL	REHAB	PROG MGR, PLANNING	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	REEVES, LADERICK	REHAB	INSPECTOR	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	LEAPHART, JAMELLAH	REDEVELOPMENT	HOUSING PROGRAM COORD	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	VACANT	REDEVELOPMENT	HOUSING PROGRAM COORD	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO
	VACANT	SUPPORT SERVICE	PROG SUPERVISOR	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO
	GRANT, DARRELL D	LEAD	LEAD HAZARD CONTROL	221073227/5111110	LEAD	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	ARNETTE, GARY DION	REDEVELOPMENT	PROJ. CONSTRUCTION SPCT	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
	THOMPSON, ORLANDO	REHAB	INSPECTOR	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO	NO	NO	NO	YES	YES
	DIXON, TYRONDA	HOME	HCD PROG COORD	221073110/5111110	51	NO	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	YES	YES	YES	YES	YES	YES
	SMITH, CARLISSIA	LEAD	HCD PROG COORD	221073110/5111110	51	YES	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	YES	YES	YES	YES	YES	YES
		SUPPORT SERVICE	HCD PROG COORD	221073110/5111110	51	NO	NO	NO	NO	NO	YES	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO
		ADMIN	ADMINISTRATIVE ASSISTANT I	221073110/5111110	51	NO	NO	NO	NO	NO	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
		SUPPORT SERVICE	HCD PROG COORD	221073110/5111110	51	NO	NO	NO	NO	NO	NO	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
4/14/2023	GRANDISON, TANISHA A	SUPPORT SERVICE	ADMINISTRATIVE ASSISTANT I	221073226/5111110	ERA	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	YES	YES	YES	YES	YES	

1/6/2023 Vacant, Filled, and Newly Vacant Positions

4/14/2023

4/14/2023

1/6/2023

4/14/2023

1/6/2023

4/14/2023

1/6/2023

4/14/2023

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4/14/2023



Administrative Services Committee

October 31, 2023

Wage Increase Method

Department:	N/A
Presenter:	N/A
Caption:	Discuss employee wage increase method that is being used by eliminating positions to pay others more in various departments. (Requested by Commissioner Sean Frantom)
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 Sean Frantom
Sent: Wednesday, October 18, 2023 12:49 PM
To: Lena Bonner
Cc: Takiyah A. Douse
Subject: Please add to the agenda

Ms. Bonner,

Please add the following agenda item for administrative services-

Discuss employee wage increase method that is being used by eliminating positions to pay others more in various departments.

Thank you,
Sean

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AED:104.1



Administrative Services Committee

October 31, 2023

Processes and Procedures for Hiring

Department:	N/A
Presenter:	N/A
Caption:	Discuss the Human Resources step by step processes and procedures for hiring. (Requested by Commissioner Sean Frantom)
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



HUMAN RESOURCES Standard Operating Procedures		SECTION: Employment
SUBJECT: Hiring Process Before & After a Position Closes in NEOGOV		DATE: 8/1/2018 REVISED: October 25, 2023 Pages: 1, 2, 3
RELATED STANDARDS: HR Best Recruitment Practices & PPPM Section 800.00		
AMENDS or SUPERSEDES: None	DISTRIBUTION: Employment Analyst II, Employment Analyst I, HR Analyst Senior	

DEPARTMENTS EXEMPT FROM ADVERTISING FOR POSITIONS ARE THOSE OF ELECTED OFFICIALS or WHO HAVE OPTED OUT OF PPPM

1. AUGUSTA CANAL AUTHORITY
2. CIVIL & MAGISTRATE COURT
3. CLERK OF COURT
4. BOARD OF COMMISSIONERS
5. CORONER'S OFFICE
6. DISTRICT ATTORNEY'S OFFICE
7. SHERIFF'S OFFICE
8. STATE COURT
9. SUPERIOR COURT
10. PROBATE COURT
11. PUBLIC DEFENDER'S OFFICE
12. MARSHAL'S DEPARTMENT
13. MAYOR'S OFFICE
14. SOLICITOR GENERAL'S OFFICE
15. TAX COMMISSIONER'S OFFICE

*Although Departments are exempt, they can still advertise and hire using the ATS, at their request.

*Department Directors make final hiring decisions.

*Human Resources makes recommendations only.

*This SOP is subject to change.

REQUEST TO ADVERTISE:

1. The “final version” of a job description is required before any position is advertised.
2. Department submits requisition using our ATS-NEOGOV with required documents.
(*PPPM: Section 800.005 – Vacant Positions*)
3. Once requisition is approved, Human Resources posts position online. (*Date of advertisement varies.*)
4. Positions *may* be advertised for at least five (5) business days. Typically positions with high turnover or that are hard-to-fill may be posted continuously.
(*Section 800.006 – Competitive Job Posting Process*)

CANDIDATE REFERRAL:

1. Once position closes, Human Resources will screen all candidates for minimum qualifications within five (5) to seven (7) business days. The screening process is done using our ATS-NEOGOV.
2. Candidates who meet the minimum qualifications will be referred to the department for further review. (*Section 800.009 – Applicant Screening*)
3. For continuous postings, candidates will be referred to the department every two (2) weeks or as requested by the department.
4. The applicant referral list typically remains active for sixty (60) days, after which time the list will expire. This gives the department 60 days from referral to interview and select a candidate for hire.
(*Section 800.009 – Applicant Screening*)
5. The department schedules interviews with their chosen candidates.
(*Section 800.013- Interview Process*)

INTERVIEW PROCESS:

1. Department selects interview panel with a minimum of three (3) individuals.
(*Section 800.013 – Interview Process*)
2. Department enters interview dates/times into ATS-NEOGOV.
(*Section 800.013- Interview Process*)
3. Department uses HR approved questions to conduct interviews.
(*Section 800.013- Interview Process*)
4. Department notates and rates candidates during interview.
(*Section 800.013- Interview Process*)
5. Department contacts two (2) to three (3) references for the top candidate(s) and completes references checks.
(*Section 800.015 – Background Checks*)
6. Department submits entire interview packet to HR.

NEW HIRE SELECTION:

1. Once department has decided on the top candidates(s), the department enters the new hire information into the ATS-NEOGOV. *The Department Director or designee must APPROVE the hiring action in NEOGOV.
 - If the salary is above 10% of the pay grade, a justification memo should be submitted with the interview packet.
 - 10% - 14.99% above pay grade requires Administrator's approval; 15% or more above pay grade requires Commission approval.
2. Human Resources must have the completed interview packet and completed hiring action in NEOGOV before a contingent offer is made.
3. **DEPARTMENT DIRECTOR OR DESIGNEE MAKES THE FINAL DECISION IN THE HIRING SELECTION.**

ONBOARDING:

1. Human Resources makes contingent job offer to candidate.
(Section 800.013-Interview Process & Section 800.014-Contingent Job Offer (CJO) Tentative Job Offer)
2. Candidate completes new hire paperwork and pre-employment screenings within ATS-NEOGOV. Candidate is in communication with Employment Analyst(s).
3. If pre-employment screening results are acceptable, candidate attends scheduled New Employee Orientation.
4. If pre-employment screening results are unacceptable, the department is notified, and the contingent job offer may be rescinded.
(Section 800.017 – Rejection)

Lena Bonner

From: Commissioner Sean Frantom
Sent: Tuesday, October 17, 2023 4:30 PM
To: Lena Bonner
Cc: Anita Rookard; Takiyah A. Douse
Subject: Agenda item for next week for administrative committee

Ms. Bonner,

Please place on next weeks agenda the following item-

Discuss the Human Resources step by step processes and procedures for hiring.

Thank you,
Sean

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AED:104.1



Administrative Services Committee Meeting

Meeting Date:

2023 – Coroner’s Office – Ford Explorer

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one Ford Explorer at a total cost of \$39,983 from Allan Vigil Ford for the Richmond County Coroner’s Office.
Background:	Augusta Richmond County Coroner’s Office is requesting one Ford Explorer using SPLOST 8 Public Safety vehicles allocation. The Coroner’s Office has added additional positions that require transportation throughout Richmond County. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet the department’s operation needs.
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 Explorer.</p> <p>1 – Ford Explorer - \$39,983</p>
Financial Impact:	<p>Funding is available in the following SPLOST 8 Public Safety Vehicles account:</p> <ul style="list-style-type: none"> 330-03-1310/222-03-9005/54-22110
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one Ford Explorer at a total cost of \$39,983 from Allan Vigil Ford for the Richmond County Coroner’s Office.
Funds are available in the following accounts:	330-03-1310/222-03-9005/54-22110
<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, **October 16, 2023**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **one (1) 2024 Ford Explorer** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-ES40199373-002

Vehicles: 2024 Ford Explorer

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. **Vehicle Total Purchase Price:** \$39,983.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-ES40199373-002**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	Coroner's Office	Operations	\$39,983.00

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

OCT 10 PM 2:23

TO: Geri Sams, Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: October 6, 2023
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-ES40199373-002
– 2024 Ford Explorer

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-ES40199373-002 (2024 Ford Explorer) and a "Letter of Intent" (LOI) to purchase one Ford Explorer for the Augusta Richmond County Coroner's Office.

Augusta Richmond County Coroner's Office is requesting one Ford Explorer using SPLOST 8 Public Safety vehicles allocation. The Coroner's Office has added additional positions that require transportation throughout Richmond County. Central Services-Fleet Management has consulted with the department to ensure the vehicle specifications meet the department's operation needs.

The state contract holder, Allan Vigil Ford, informed Fleet Management that the Ford manufacture pricing for 2024 Ford Explorers is open. The vendor advised all agencies 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 purchases.

Please approve the LOI in total amount of \$39,983 to Allan Vigil Ford. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2.0.24 Ford Ex_plorer Mid-size SUV
Base Price \$37,908.00
4X2, Rear wheel Drive (RWD)
SWC #999999-SPD-ES40199373-002
**Equipment included in
Base price**

2.3L EcoBoost 14 engine
10 Speed Automatic Transmission
Power lifgate
Tilt / Cruise
Power ABS Brakes
Aluminum Wheels
Power Windows/ Locks/ Mirrors
AM-FM-XM Radio
Ford SYNC 3 (bluetooth)
Dual zone climate control
Rear View Camera, Reverse sensing
Mini Spare Tire
Carpet with Mats
Cloth Bucket Seats Front
2nd & 3rd Row folding split seat
Rear Window Defroster
Keyless Remotes (2)
Power driver seat
Privacy glass
Blind spot, lane keeping
Automatic Emergency braking
Remote start

Options
Price
Code

4 x 4 Drivetrain (All models)	3,110.00	K8B
3.3L V6 engine(Base 4X4 only)	N/C	998
All Weather Floor Mats (All)	117.00	16A
Daytime Running Lights (All)	43.00	942
Trailer towing (All)	525.00	52T
Cargo Mgt System(All)	160.00	21F

XLT 200A package

XLT RWD upgrade (18"	2,975.00	K7O
Aluminum wheels, Roof rack side rails, power passenger seat, door keypad, 2nd row bucket seats w/ console)		

XLT 202A package

(includes 200A pkg, power passenger seat, Fog lights, remote start, ActiveX seats)	6,282.00	202A
Navigation, XM radio,	955.00	65S
Adaptive cruise control (requires 202A package)		
2nd row 40/20/40 bench seat (requires 202A package)	N/C	17U

Limited Hybrid RWD	15,825.00	K7F/
---------------------------	-----------	------

3.3L Hybrid engine, Navigation, 110V/150W AC outlet, Adaptive Cruise control, 20" wheels, 360-Degree camera, leather seats		310A
---	--	------

Colors Available
Exterior
Interior

YZ Oxford White	SandStone
UM Agate Black	"

JS Iconic Silver	
M7 Carbonize Gray	"
83 Atlas Blue	
L9 Forged Green	"

FOB Allan Vigil Ford
Delivery-see chart, \$75 minimum

XLT/Hybrid Interior: Black or Tan	N/C	86/8N
Rapid Red Paint(XLT or Hybrid only) \$485		04

Optional equipment total	Key \$390.00
Other vendor added equipment -Lights	\$1,535.00
Delivery	\$150.00
Total	\$39,983.00

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

Contact person _____

Agency _____

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

Phone Number _____

Email address _____

6/13/2023

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
8/30/2023	7686

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
2	WAY-44234	FORD EXPLORER- CIVILIAN MODEL		
4	FEN-D-50015B	WAYTEC 44234 ROUND ROCKER SWITCH- BLUE LED	7.50	15.00
		FENIEX D-50015B COBRA T3 BLUE	40.00	160.00
		(2- GRILL , 2- TAG)		
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	170.00	170.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	120.00	120.00
1	TINT	WINDOW TINT- FRONT TWO ROLLDOWNS - 6" STRIP	195.00	195.00
1	Misc	SHOP SUPPLY (WIRE,LOOM, FUSES,ETC)	25.00	25.00
1	LABOR	LABOR TO INSTALL ABOVE	850.00	850.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30 days.

Sales Tax (8.0%) \$0.00

Total \$1,535.00



Administrative Services Committee Meeting

Meeting Date:

2023 -RCSO RP Chargers and Durango

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of five Dodge Police Chargers and one Dodge Durango at a total cost of \$259,999 from Thomson Motor Center for the Richmond County Sheriff's Office.
Background:	<p>The Richmond County Sheriff's Office is requesting to purchase five V8 Dodge Police Chargers and one Dodge Durango.</p> <p>Dodge manufacture is in the process of redesigning the new pursuit sedan and the official model will be released in 2024. Dodge has cut off orders for the 2023 Dodge Police Chargers. Due to the delay of ordering pursuit sedans Thomson Motor Center has informed Fleet Management that they have stock inventory of 2023 Dodge Pursuit Chargers and a Durango available for purchase. Fleet is requesting to purchase from Thomson Motor Center's stock inventory because we are projecting to not be able to purchase any pursuit sedans until 2024 quarter 4, at the earliest. Once the Commission has approved the order, Fleet Management will acquire the purchase order and submit it to the vendor for securing the purchase.</p> <p>Fleet Management has provided a list of totaled vehicles and qualified replacement vehicles according to the Fleet Management Operations, Maintenance and Replacement Policy stating any public safety vehicles that are over 125k are eligible for replacement. Fleet Management will determine the surplus vehicles at the time of delivery based upon priority of totaled vehicles, mechanically disposed and vehicles over 125K miles. In the instance that the vendor has 2023 Dodge Police Chargers when 2024 SPLOST VIII Public Safety allocation is available, Fleet Management will request to purchase.</p>
Analysis:	<p>The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of five Dodge Police Chargers and one Dodge Durango:</p> <ul style="list-style-type: none"> 1 – Admin Package - \$38,320 1 – Durango Admin Package - \$43,705 4 – Patrol Package V8 - \$44,493.50
Financial Impact:	<p>Funding in the amount of \$259,999 is available in the following SPLOST 8 Public Safety Vehicles account:</p> <ul style="list-style-type: none"> • 330031310/54.22110

Alternatives: (1) Approve (2) Do not approve

Recommendation: Motion to approve the purchase of five Dodge Police Chargers and one Dodge Durango at a total cost of \$259,999 from Thomson Motor Center for the Richmond County Sheriff's Office.

Funds are available in the following accounts: 330031310/54.22110

REVIEWED AND
APPROVED BY: N/A

*Procurement Department**Mrs. Geri Sams, Director***LETTER OF INTENT TO PURCHASE SIX (6) 2023 VEHICLES FROM THOMSON MOTOR CENTER**

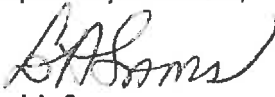
This letter of intent dated, September 29, 2023, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: five (5) 2023 Dodge Pursuit Chargers and one (1) Durango for the Richmond County Sheriff's Office.

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Thomson Motor Center: 2158 Washington Road, NE, Thomson GA 30824
3. **Vehicle(s) Total Purchase Price:** \$259,999.00

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

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

Respectfully submitted,


Geri A. Sams
Director of Procurement

Attachments: Vehicles Purchase Price /Specifications

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

2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

SEP 27 PM 4:41

MEMORANDUM

TO: Geri Sams, Director, Procurement Department

FROM: ~~Ron Lampkin~~, Interim Director, Central Services Department
[Signature]

DATE: September 18, 2023

SUBJECT: Request to Purchase five Dodge Police Chargers and one Dodge Durango from Thomson Motor Center

On behalf of the Richmond County Sheriff's Office, Central Services - Fleet Management request to purchase five Dodge Police Chargers and one Dodge Durango from Thomson Motor Center.

The vendor, Thomson Motor Center, informed Fleet Management that the Dodge manufacturing would not release the new pursuit vehicle until mid-2024; however, the vendor has stock inventory of 2023 Dodge Pursuit Chargers and a Durango available for purchase. The vendor is requesting a "Letter of Intent to Purchase" to hold the six vehicles needed for the Richmond County Sheriff's Office. The LOI will prioritize Augusta Richmond County vehicle purchases and guarantee pricing. Once Commission has approved the order, Fleet Management will acquire the purchase order and submit to the vendor for securing the asset purchases.

The following SPLOST VIII – Public Safety Vehicles account's will be used for the purchase of the six vehicles:

- 1 – Admin Package - \$38,320 (GL:330031310 JL:222039007)
- 1 – Patrol Package V8 - \$28,739.50 (GL:330031310JL:222039007) \$15,754.00 (GL: 330031310 JL:222039002)
- 3 – Patrol Package V8 - \$38,320.00 (GL:330031310 JL:222039007)
- 1 – Durango Admin Package - \$43,705 (GL:330031310 JL:222039002)

Thank you for your assistance. Please call if you have any questions or concerns in regards to this communication.

RL/kb

THOMSON



Mac McAlister Fleet Manager

2158 Washington Road NE, Thomson GA 30824

Office: 706-986-5714 Cell: 706-699-1624

9/14/2023

Buyer:	AUGUSTA GEORGIA
	535 TELFAIR STREET STE 800
	AUGUSTA GA 30901
Phone:	
Fax:	

Cell:	
Phone:	
Fax:	

Make:	DODGE
Model:	DURANGO
Year:	2023
Color:	WHITE
VIN:	PC589463
Stock #:	23716
Mileage:	496

Make:	
Model:	
Year:	
Color:	
VIN:	
Stock #:	
Mileage:	
ACV:	

MSRP	\$41,585.00
------	-------------

Sale Price	\$37,585.00
------------	-------------

Options Included		
3.6L V6 24V VVT Engine Upg I w/ESS	8-Spd Auto 850RE Trans	included in price
Cloth Bucket Seats w/ Shift Insert	ParkSense® Rear Park-Assist with Stop	included in price
All-Speed Forward-Collision Warning Pl	Adaptive Cruise Control with Stop	included in price
Heavy-Duty Engine Cooling	TBC / Class IV Receiver-Hitch	included in price
Available Options		
Options Total		

Sub Total	\$37,585.00
DOC	
Tag	
Units	1
Balance Due	\$37,585.00

Manager	Mac McAlister
----------------	---------------

Customer	
-----------------	--

Kaycee Braswell

From: Mac McAlister <mac@jeepcheap.com>
Sent: Tuesday, September 12, 2023 4:47 PM
To: Kaycee Braswell
Subject: [EXTERNAL] RE: Charger

\$36,088

D. "Mac" McAlister
 Business Link / Fleet Manager
 Thomson Chrysler Dodge Jeep Ram Fiat
 O: 706-986-5714 C:706-699-1624 F:706-597-8098



From: Kaycee Braswell <KBraswell@augustaga.gov>
Sent: Tuesday, September 12, 2023 1:48 PM
To: Mac McAlister <mac@jeepcheap.com>
Subject: Charger

Mac,

Can you send me the price of the silver chargers you have on your lot?

Kaycee Braswell

Fleet Operations Specialist
 Augusta Richmond County
 PH: 706-821-2894
 Cell: 762-622-0744

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

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AED:104.1

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WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
9/13/2023	7707

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-EMPLB48-SB-...	2023 DODGE CHARGER PATROL PACKAGE RICHMOND COUNTY SOUND OFF EMPLB48-SB-DB/A 48" MPOWER LIGHTBAR SINGLE COLOR BLUE FRONT DUAL COLOR BLUE/AMBER REAR INCLUDES MOUNTING STRAPS	2,125.00	2,125.00
4	COD-MICROPAK-D...	CODE3 MICROPAK-DC-BW DIRECTIONAL LED HIDE A BLAST MULTI COLOR BLUE/WHITE	80.00	320.00
1	SOU-ETSA481CSP	SOUND OFF NERGY 400 SERIES MULTI FUNCTION SIREN W/ BUTTON CONTROL	415.00	415.00
1	COD-C3100CH15	CODE3 C3100CH15 SPEAKER W/ CHARGER BRACKET	165.00	165.00
1	JOT-425-6175	JOTTO 425-6175 CHARGER VERTICAL CONSOLE	365.00	365.00
1	JOT-425-6403	JOTTO 425-6403 4" EQUIPMENT BRKT- SOUND OFF ETSA481C SIREN/CONTROL	0.00	0.00
1	JOT-425-6053	JOTTO 425-6053 3" FILLER PLATE	0.00	0.00
1	JOT-425-6051	JOTTO 425-6051 2" FILLER PLATE	0.00	0.00
1	JOT-425-6049	JOTTO 425-6049 1" FILLER PLATE	0.00	0.00
1	JOT-425-6384	JOTTO 425-6384 CHARGER ACCESS. ADPT PLATE	110.00	110.00
1	JOT-425-6260	JOTTO 425-6260 UPPER STRUCTURE ARMREST	60.00	60.00
1	JOT-425-3704	JOTTO 425-3704 DUAL INTERNAL CUPHOLDER	50.00	50.00
1	JOT-475-0980	JOTTO 475-0980 11+ CHARGER HIGH SECURITY / HIGH VISIBILITY CAGE	595.00	595.00
1	JOT-475-0994	JOTTO 475-0994 15+ CHARGER LOWER PANEL FOR FLAT PANEL CAGE	120.00	120.00
1	JOT-475-0749	JOTTO 475-0749 11+ CHARGER BIO-SEAT	385.00	385.00
1	JOT-475-0267	JOTTO 475-0267 CHARGER 11+ FLOOR PAN	180.00	180.00
1	JOT-475-0231	JOTTO 475-0231 CHARGER 11+ ABS DOOR PANELS	200.00	200.00
1	JOT-475-0421	JOTTO 475-0421 CHARGER WINDOW ARMOR (SECURE-GRID)	220.00	220.00
1	JOT-475-0192	JOTTO 475-0192 GR9-870 VERTICAL MOUNT TO FLAT/RECESSED HOUSING- SINGLE GUN RACK	315.00	315.00
1	HAV-PKG-PSM-168	HAVIS PKG-PSM-168 CHARGER LAPTOP STAND	395.00	395.00
1	BYR-5601025	BUYERS 5601025 28 FT LONG BOOSTER CABLES W/ GRAY QUICK CONNECT	165.00	165.00
1	BYR-CB151PB	BUYER CB151PB 150 AMP CIRCUIT BREAKER	45.00	45.00
1	ABL-140553	ABLE2 14.0553 TRIPLE OUTLET	39.00	39.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT	WINDOW TINT - 35% WITH 6" STRIP	190.00	190.00
1	DECAL	DECAL KIT- RICHMOND COUNTY CURRENT DESIGN	225.00	225.00

Sales Tax (8.0%)

Total

QUOTE

Phone # 706-855-6916

Date	Quote #
9/13/2023	7707

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

[illegible]

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
9/13/2023	7708

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

\$38,320 (1)

Qty	Item	Description	Rate	Total
		ADMIN PKG- 2023 CHARGER W/ NENNO CONSOLE RICHMOND COUNTY		
1	FEN-C-4010	FENIEX C-4010 4200 MINI CONTROLLER	120.00	120.00
2	SOU-PMP2WSSSB	SOUND OFF PMP2WSSSB WINDOW SHROUD KIT FOR SINGLE 4" MPOWER W/STUD MOUNT	20.00	40.00
2	SOU-EMPS2STS3B	SOUND OFF EMPS2STS3B MPOWER 4" STUD MOUNT-SINGLE COLOR BLUE	115.00	230.00
1	FEN-FS-0416-B	FENIEX FS-0416-B 5 SERIES 400 LIGHTSTICK ALL BLUE	269.00	269.00
2	FEN-FN-4016	FENIEX FN-4016 FUSION L BRACKET	15.00	30.00
1	NEN-0623CHGDEL...	NENNO 6-23 CHARGER POLICE DELUXE BLACK CENTER CONSOLE W/ EQZ PLATE	399.00	399.00
1	FEN-C-4014	FENIEX C-4014 STORM PRO 100W SIREN	175.00	175.00
1	FEN-S-2009	FENIEX S-2009 TRITON 100W SPEAKER	125.00	125.00
1	ABL-140553	TRIPLE OUTLET	39.00	39.00
1	TINT	WINDOW TINT W/ 6" STRIP	190.00	190.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	LABOR	LABOR TO INSTALL ABOVE & CONNECT FACTORY WIG WAG FUNCTIONS	550.00	550.00
This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30			Sales Tax (8.0%)	\$0.00
			Total	\$2,232.00

WEST WARNING EQUIPMENT SALES & SERVICE, LLC**QUOTE**

115 SAND BAR FERRY ROAD
AUGUSTA, GA 30901

Phone # 706-855-6916

Date	Quote #
9/14/2023	7711

Name / Address
FIRSTVEHICLE ATTN: TERRI PO BOX 507 AUGUSTA, GA 30903

Qty	Item	Description	Rate	Total
1	SOU-ENFWBF6(XXXX)	DODGE DURANGO-CIVILIAN MODEL ADMIN LT PACKAGE-MITCHELL SOUND OFF ENFWBF6(XXXX) NFORCE INTERIOR FRONT VISOR 2 PC UNIT 6 LED SINGLE COLOR- BLUE WITH TAKEDOWN	900.00	900.00
1	SOU-ENFWBRF(XXX)	SOUND OFF ENFWBRF(XXX) REAR DECK INTERIOR BAR- 6 MODULE DUAL COLOR BLUE/AMBER	950.00	950.00
2	SOU-EMPS2STS4E	SOUND OFF EMPS2STS4E MPOWER 4" STUD MNT 12 LED DUAL COLOR -BLUE/WHITE (GRILL)	125.00	250.00
4	COD-MICROPAK-D...	CODE3 MICROPAK-DC-BW DIRECTIONAL LED HIDE A BLAST MULTI COLOR BLUE/WHITE (FRONT & REAR QUARTER PANEL)	80.00	320.00
2	SOU-EMPS2QMS4E	SOUND OFF EMPS2QMS4E MPOWER 4" QUICK MOUNT DUAL COLOR BLUE/WHITE (TAG)	125.00	250.00
1	SOU-ETSA461HPP-...	SOUND OFF ETSA461HPP-EXT nERGY 400 SERIES HANDHELD REMOTE SIREN W/ 13' COIL LENGTH	475.00	475.00
1	COD-C3100-U	CODE3 C3100-U 100W SPEAKER W/ UNIVERSAL MOUNTING BRKT	160.00	160.00
1	5LB - 25614	5LB FIRE EXTINGUISHER W/ VEHICLE BRACKET	65.00	65.00
1	TINT	WINDOW TINT 20% WITH 6" STRIP	215.00	215.00
1	TES-454562	TESSCO 454562 CONCEALED INTERNAL ANTENNA 800MHZ	135.00	135.00
1	LABOR	LABOR TO INSTALL ABOVE, ALSO REMOVE RADIO FROM OLD CAR AND INSTALL IN NEW	2,400.00	2,400.00

This Quote is an offer by West Warning Equipment to purchase Goods and/or provide Services (as applicable) to the recipient of this quote in accordance with the specifications stated herein. This Quote is not binding or accepted until the recipient supplies West Warning Equipment with a purchase order for the quoted goods and/or services. Commencement of purchasing goods and/or providing services will occur once both parties agree upon a date. Quoted Prices are good for 30

Sales Tax (8.0%) \$0.00

Total \$6,120.00



Administrative Services Committee Meeting

Meeting Date:

2023 – Juvenile Court Passenger Van

Department:	Central Services – Fleet Management
Presenter:	Ron Lampkin; Interim Central Services Director
Caption:	Motion to approve the purchase of one passenger van at a total cost of \$105,814 from Creative Bus Sales for the Augusta Richmond County Juvenile Court program.
Background:	<p>The Augusta Richmond County Juvenile Court program is requesting to purchase of one passenger van.</p> <p>Currently, Juvenile Court transports 60 children with two transit vans to court ordered education and treatment programs. Some children cannot make it to the programs due to limited transportation. It is imperative that Juvenile Court adds more vans to their Fleet to be able to meet the needs of the Juvenile Court programs.</p>
Analysis:	<p>The Procurement Department issued a LOI (Letter of Intent) to secure the purchase of one passenger van utilizing state contract (#SWC 99999-SPD-SPD0000212-0005- Public Mass Transit Vehicles:</p> <p>1 – 2023 Forest River ProMaster 3500 - \$105,814</p>
Financial Impact:	<p>Funding in the amount of \$105,814 is available in the following:</p> <ul style="list-style-type: none"> • 272-01-6440/54-22110
Alternatives:	(1) Approve (2) Do not approve
Recommendation:	Motion to approve the purchase of one passenger van at a total cost of \$105,814 from Creative Bus Sales for the Augusta Richmond County Juvenile Court program.
Funds are available in the following accounts:	
<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, **October 19, 2023**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase: **one (1) 2023 Forest River ProMaster 3500** for the below listed Departments, utilizing:

Statewide Contract Number: 99999-SPD-SPD0000212-0005

Vehicles: 2023 Forest River ProMaster 3500

Contract: Effective Date: July 1, 2023 – Expiration Date: June 30, 2025

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

1. **Buyer:** Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller:** Creative Bus Sales: Phil Pruner
1926 Hyannis Court, College Park, GA 30337
3. **Vehicle Total Purchase Price:** \$105,814.00
4. **Source:** Georgia Statewide Contract Number: **99999-SPD-SPD0000212-0005**

Vehicles to be purchased and Departments to receive vehicles:

# of Vehicles	Department	Division	Price
One (1)	Augusta Juvenile Court	Operations	\$105,814.00

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





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

OCT 17 PM 4:48

TO: Geri Sams, Director, Procurement Director
FROM: Ron Lampkin, Interim Director, Central Services Director
DATE: October 16, 2023
SUBJECT: Request to Utilize State Contract #SWC 99999-SPD-SPD0000212-0005 – Public Mass Transit Vehicles

Central Services-Fleet Management request to utilize state contract #SWC 99999-SPD-SPD0000212-0005 (Public Mass Transit) and a "Letter of Intent" (LOI) to purchase one 2023 Forest River ProMaster 3500 for the Augusta Richmond County Juvenile Court program.

The state contract holder, Creative Bus Sales, informed Fleet Management there was a current inventory of gasoline passenger vans on their lot. As of today, Ford has not released any information as to when orders and pricing will be available for the Ford Transit gasoline passenger vans as Ford has shifted their production to electric passenger vans. 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 purchases.

Currently, Juvenile Court transports 60 children with two transit vans to court ordered education and treatment programs. Some children cannot make it to the programs due to limited transportation. It is imperative that Juvenile Court adds more vans to their Fleet to be able to meet the needs of the Juvenile Court programs.

Please approve the LOI in total amount of \$105,814.00 to Creative Bus Sales, Inc. Thank you for your assistance. Please contact Fleet Management with any questions or concerns.

LS/kb

GEORGIA DOAS

99999 - SPD- SPD0000212 - 0005-

FY 2023

Preparer: Phil Pruner

Base Model
Forest River Van

Base Model Price: \$ 81,193.00

Options: \$ 7,515.00

Unpublished Options: \$ 17,106.00

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
20	N/A	0	14	No

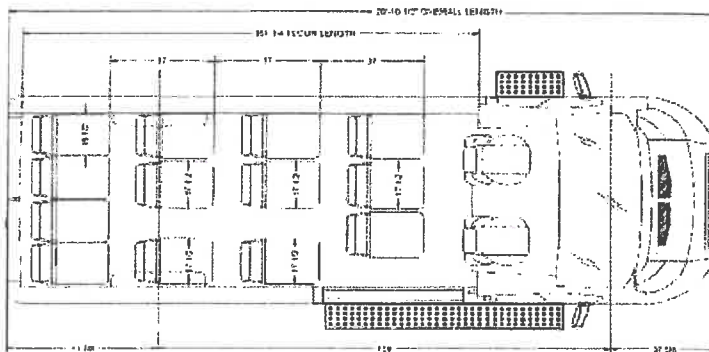
QTY Vehicles: 4 Total Contract Price: \$ 423,256.00

Per Vehicle Price: \$ 105,814.00

Customer Info

Customer:	Augusta Richmond County
Address:	
Contact:	Kaycee Braswell
Office Phone:	706-821-2894
Mobile Phone:	
E-Mail:	kbraswell@augustaga.gov

Floorplan



Options

Item 8.

Qty	Description	FY 2023 List Price	QTY Total
795	DELIVERY PER MILE	\$2.50	\$ 1,987.50
10	FREEDMAN 3PT MID-HI SGL RIGID (2) LEGS	\$1,000.00	\$ 10,000.00
13	Fabric Upgrade Level 6 (Each Passenger)	\$156.25	\$ 2,031.25
-1	Q STRAINT WITH \$ RETRACTORS	\$710.00	\$ (710.00)
-1	BRAUN CENTURY <u>NCL919FIB</u>	\$8,743.75	\$ (8,743.75)
1	High Roof Van Option	\$2,950.00	\$ 2,950.00

Unpublished Options

Item 8.

Qty	Description	FY 2023 List Price	QTY Total
1	In Stock High Roof Extended Length Promaster Package	\$ 9,877	\$ 9,877.00
1	Twin Air Aftermarket HVAC System	\$ 6,479	\$ 6,479.00
1	PDI/ Make Ready/ Detail	\$ 750.00	\$ 750.00
Subtotal CBS Unpublished Options:			\$ 17,106.00



MODEL 1

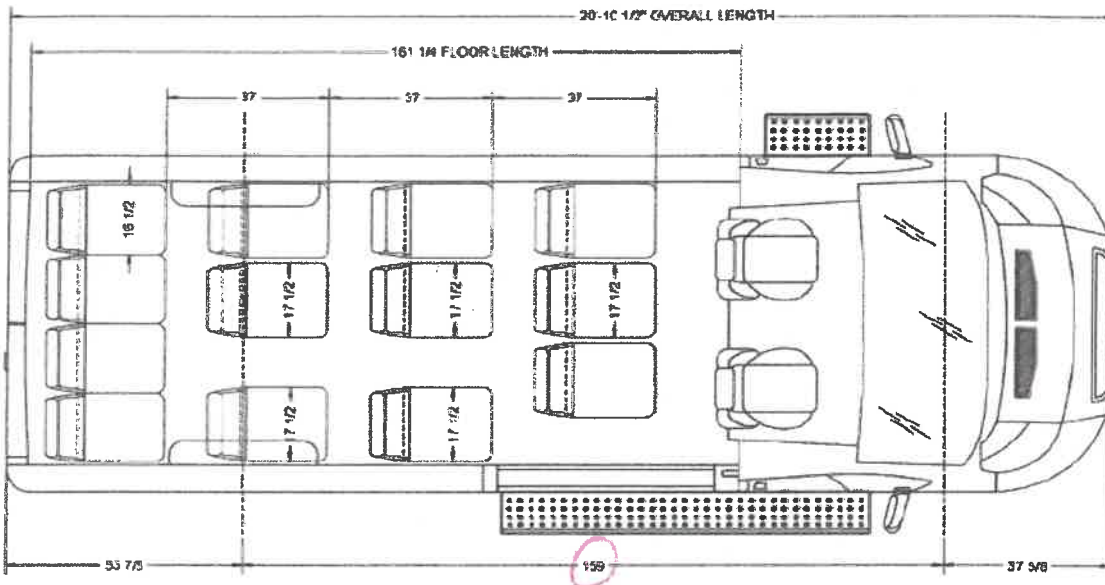
Item 8.

L

2023

Forest River ProMaster 3500





M MODEL 1

IMAGES & FLOORPLAN





SPECIFICATIONS

CHASSIS

- 2023 RAM Pro Master 3500
- Engine: 3.6L V6
- Fuel Type: Gas
- GVWR : 9,350
- High Roof
- Single Wheel Drive

EXTERIOR

- Exterior Color: Charcoal
- Wheelbase: 159"
- Exterior Length: 20' 10.5"
- Aluminum Driver Door Step
- Aluminum Full Passenger Side Running Board

INTERIOR

- Entry Grab Rail on right side
- Flooring: Black Gerfloor
- ABS Plastic Interiorw/ 6 Dome Lights & A/C Cover
- Q'straint Omni Aluminum Floor- 12 Rails

A/C & HEAT

- Twin Air 5 Series Overhead HVAC System 23K BTU A/C & 29K BTU Heat w/ Ducting & Vents

SAFETY

- Safety kit (first aid kit, fire extinguisher, triangles)

PASSENGER SEATING OPTIONS

- 14 Passenger (including co-pilot)

SEATING

Passenger Seating

- Seat Fabric: Level 6 Jordan Blue Fabric
- (9) 3 pt Mid-Hi Rigid 17.5" Wide
- (4) 3 pt Mid-Hi Rigid 16.5" Wide
- Swivel co-pilot seat



WARRANTY

Manufacturer Warranty	Basic	36 month/36,000 miles
	Corrosion	60 month/100,000 miles
Chassis Warranty	Basic Limited Warranty.....	3 years/36,000 miles
	Powertrain Limited Warranty.....	5 years/60,000 miles

All vehicles come with warranty, but Creative Bus Sales offers more value without the added cost.

Our coverage and support come with each of our new vehicles – *standard*.

WE PROCESS ALL THE WARRANTY REGISTRATIONS

We register all of your bus parts for you, no more pesky warranty cards to fill out. This includes *all* parts, wheelchair lift, electronics, HVAC, etc.

WE HANDLE ALL THE PAPERWORK

We administer and coordinate any warranty work. You make one call to our warranty department, and they take it from there.

REPAIR FACILITIES NEAR YOU

When warranty work is needed, we use service repair facilities near the bus location. We have over 3200 authorized centers and growing. You will never have to drive far to get repairs completed.

NO MORE CLAIM FORMS

Creative Bus handles all parts of the claim process, you will have no out of pocket expenses, no reimbursements, and the service facility will be paid directly by us.

LONGER WARRANTY PERIOD

We have negotiated extended periods for the units we sell. Unprecedented 60 month/100,000 mile bumper-to-bumper warranty on the Starcraft bus upfit.

State of Georgia Statewide Standard Contract Form

Solicitation Title Public Mass Transit Vehicles and Related Options, Equipment, and Accessories	Solicitation Number 99999-SPD0000212	Contract Number 99999-SPD-SPD0000212-0005
--	--	---

1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name
Department of Administrative Services (hereafter called Agency)

Contractor's Name
Creative Bus Sales, Inc. (hereafter called Contractor)

2. Contract to Begin: 1 July 2023	Date of Completion: 30 June 2025	Renewals: Three (3) one (1) year renewals
--------------------------------------	-------------------------------------	--

3. Performance Bond, if any: N/A	Other Bonds, if any: N/A
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4. Authorized Person to Receive Contract Notices for Agency: contract.management@doas.ga.gov	Authorized Person to Receive Contract Notices for Contractor: Phil Pruner, PPruner@creativebussales.com 770-305-0063
---	---

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

Attachment 1: Statewide Contract for Goods and Ancillary Services
Attachment 2: Solicitation (referenced above)
Attachment 3: Contractor's Final Response

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6.

Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)
Creative Bus Sales, Inc.

By (Authorized Signature)
Nick Corley

Date Signed
1 July 2023

Printed Name and Title of Person Signing
Nick Corley – Sales Operations Manager

Address
1926 Hyannis Court, College Park, Georgia, 30337

7.

Agency

Agency Name
Department of Administrative Services

By (Authorized Signature)
Jim Barnaby

Date Signed

Printed Name and Title of Person Signing
Jim Barnaby, Deputy Commissioner, State Purchasing

Address
200 Piedmont Avenue, S.E., Ste 1804, West Tower, Atlanta, Georgia 30334-9010

**STATE OF GEORGIA
STATEWIDE CONTRACT
Attachment 1**

Contract Terms and Conditions for Goods and Ancillary Services

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract" or "Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (vii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of

certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

- (x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.
2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
 3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
 4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.

3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.
5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
 - (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the

Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.

3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name,

trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.

5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.
7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

- 1. Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:
 - (i) First, by giving preference to the Statewide Contract Terms and Conditions.
 - (ii) Second, by giving preference to the specific provisions of the RFX.
 - (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
- 2. Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
- 3. Compliance with the Law.** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. Amendments. The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.

6. Third Party Beneficiaries. There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.

7. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.

- 8. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- 9. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 10. Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
- 11. Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 17. Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
 - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
 - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 18. Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
20. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
21. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
 - (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
 - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
22. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
23. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

24. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
25. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
26. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
27. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
28. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
29. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
30. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
31. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
32. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of

this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
34. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
35. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
36. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.



Committee Meeting

Meeting Date: October 31, 2023

Diamond Lakes Ball Field Renaming Sign Approval

Department:	Central Services and Parks & Recreation
Presenter:	Director Lampkin
Caption:	Approve dedication sign concept for Diamond Lakes ball field in honor of Fred Ancil “Andy” Cheek III.
Background:	On October 3, 2023, Commission voted to rename one of the ball fields at Diamonds Lakes after former Commissioner Fred Ancil “Andy” Cheek III. Signs will be created and placed on the outfield gate and the backstop gate.
Analysis:	On October 3, 2023, Commission voted to rename one of the ball fields at Diamonds Lakes after former Commissioner Fred Ancil “Andy” Cheek III. Signs will be created and placed on the outfield gate and the backstop gate. Three options have been given for approval. Option 1: Green background with white letters, Option 2: Brown Background with white letters, and Option 3: Blue background with white letters.
Financial Impact:	There is no financial impact currently.
Alternatives:	(1) Do not approve dedication sign concept and make alternative recommendation.
Recommendation:	Approve concept dedication sign in honor of former Commissioner Fred Ancil “Andy” Cheek.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Augusta
GEORGIA

Fred Ancil Cheek III
"Andy"
Athletic Field



Augusta
GEORGIA

Fred Ancil Cheek III "Andy" Athletic Field



Augusta
GEORGIA

Fred Ancil Cheek III
"Andy"
Athletic Field





Administrative Services

Meeting Date: October 31, 2023

AO GABCC Equity Fund Update

Department:	Greater Augusta Black Chamber of Commerce
Presenter:	Ronic West, President/Co-Founder, GABCC
Caption:	Receive as information a presentation from the Greater Augusta Black Chamber of Commerce about the City of Augusta Business Equity Fund.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

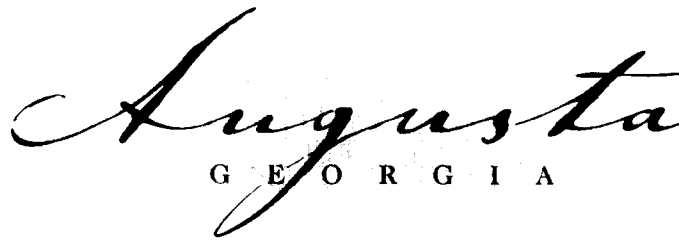


Administrative Services Committee

October 31, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on October 10, 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, October 10, 2023
 1:15 PM

ADMINISTRATIVE SERVICES

PRESENT

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

1. Receive as information the emergency request for the removal and replacement of several exterior marble panels in the amount of \$35,000.00 by Thompson Building Wrecking CO and investigation of the building water intrusion in the amount of \$15,000.00 by Johnson, Laschober and Associates, PC.

Motion to approve.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

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

Motion to approve.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

3. Approve the execution of the attached resolution urging the Governor and General Assembly to continue efforts to reform and improve mental health services for the citizens of Georgia.

Motion to approve.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

4. Discuss and implement new policy for employees physically clocking in including SES employees. **(Requested by Mayor Pro Tem Brandon Garrett) (Referred from October 3 Commission meeting)**

Motion to approve receiving this item as information.

Motion made by Frantom, Seconded by Lewis.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

5. Motion to approve the minutes of the Administrative Services Committee held on September 26, 2023.

Motion to approve.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.

6. Presentation by Ms. Talaya Parker, Community Relations and Development Consultant, regarding the discussion of development between city leaders and Springfield Baptist Church.

Motion to approve receiving this item as information and allow Commissioners Scott and Johnson to meet with Ms. Parker and the church leaders to discuss the relevant development issues.

Motion made by Johnson, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom, Johnson

Motion carries 4-0.