



COMMISSION MEETING AGENDA

Commission Chamber

Tuesday, May 02, 2023

2:00 PM

INVOCATION

[Reverend](#) Anthony Booker, Senior Pastor. Broadway Baptist Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

RECOGNITION(S)

- [A.](#) **Congratulations! James Joyner**, Engineering Department, April 2023 Employee of the Month
- [B.](#) Acknowledgment: ACCG, Georgia's County Association, has named Augusta, Georgia, a recipient of the 2023 Georgia County Excellence Award for the 5th Street Pedestrian Bridge. **(Requested by IA Takiyah Douse)**

DELEGATION(S)

- [C.](#) National Small Business Week in Augusta. **(Requested by Commissioner Francine Scott)**
- [D.](#) **Mr. Moses Todd** to discuss the need for an internal auditor; waste, fraud and abuse prevention.
- [E.](#) Augusta Pride, Inc. regarding a request to cover security costs for two events: **Beats on Broad** scheduled for June 23, 2023 and the **Augusta Pride Festival** scheduled for June 24, 2023.
- [F.](#) **Mr. Morris Porter** regarding a request for funding assistance for security for the 2023 Juneteenth Parade.

CONSENT AGENDA

(Items 1-21)

PUBLIC SERVICES

- [1.](#) Motion to **approve** placing Voncellies Allen d/b/a/ Level 9 Sports Bar & Grill located at 3054 Damascus Rd on six months probation for failure to comply with the Augusta Alcohol Ordinance and Occupation Tax Ordinance. **(Approved by Public Safety Committee April 25, 2023)**

ADMINISTRATIVE SERVICES

- [2.](#) Motion to **approve** Housing and Community Development Department's (HCD's) request to provide CDBG funding to reconstruct one (1) single family unit, identified as 1216 Branch Street. **(Approved by Administrative Services Committee April 25, 2023)**

- 3.** Motion to **approve** the development of (1) single-family home, new construction. **(Approved by Administrative Services Committee April 25, 2023)**
- 4.** Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers. **(Approved by Administrative Services Committee April 25, 2023)**

ENGINEERING SERVICES

- 5.** Motion to **ratify** funding for diesel fuel required during the canal shutdown. **(Approved by Engineering Services Committee April 25, 2023)**
- 6.** Motion to **approve** MOU with Augusta University to develop an internship program centered around Smart City sensors and programs. **(Approved by Engineering Services Committee April 25, 2023)**
- 7.** Motion to **approve** Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132). **(Approved by Engineering Services Committee April 25, 2023)**
- 8.** Motion to **approve** Funding for Grant Writing Services targeted at water and wastewater. **(Approved by Engineering Services Committee April 25, 2023)**
- 9.** Motion to **authorize** and **approve** Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. Requested by Engineering / RFP 19-241 **(Approved by Engineering Services Committee April 25, 2023)**
- 10.** Motion to **approve** Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312. **(Approved by Engineering Services Committee April 25, 2023)**
- 11.** Motion to **approve** proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809 **(Approved by Engineering Services Committee April 25, 2023)**.
- 12.** Motion to **approve** proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132) **(Approved by Engineering Services Committee April 25, 2023)**

FINANCE

- 13.** Motion to **approve** a request from the Augusta Boxing Club regarding reimbursement (**refunding**) of 2022 property taxes. **(Approved by Finance Committee April 25, 2023)**

PUBLIC SAFETY

- 14.** Motion to **approve** \$2,300,00 of Fire Department Fund Balance for the emergency purchase of a new aerial truck, repair two fire pumpers, repair one reserve aerial truck purchase light vehicles

and \$145,000 from Property Sales for the purchase of an air truck. (**Approved by Public Safety Committee April 25, 2023**)

APPOINTMENT(S)

- 15.** Motion to **approve** the Augusta Legislative Delegation's appointments and reappointment as attached to various ARC authorities, boards and commissions.
- 16.** Motion to **approve** the reappointment of Mr. James Anderson to the Historic Preservation Commission representing District 10. (**Requested by Commissioner Wayne Guilfoyle**)
- 17.** Motion to **approve** the appointment of Ms. Tonia Gibbons to the Augusta-Richmond County Library Board of Trustees representing District 9. (**Requested by Commissioner Francine Scott**)
- 18.** Motion to **approve** the reappointment of Davis Beman to the Augusta Aviation Commission representing District 10. (**Requested by Commissioner Wayne Guilfoyle**)
- 19.** Motion to **approve** the appointment of Elmyra Chivers to the Board of Zoning and Appeals representing Commission District 4. (**Requested by Commissioner Alvin Mason**)
- 20.** Motion to **approve** the appointment of Ms. Christine B. Rhodes to the Augusta Richmond County Library Board of Trustees representing District 10. (**Requested by Commissioner Wayne Guilfoyle**)

PETITIONS AND COMMUNICATIONS

- 21.** Motion to approve the minutes of the Augusta Commission held April 18, 2023 and Special Called Meeting held April 25, 2023.

*******END CONSENT AGENDA*******
AUGUSTA COMMISSION

AUGUSTA COMMISSION REGULAR AGENDA

(Items 22-26)

ADMINISTRATIVE SERVICES

- 22.** Motion to **approve** the renaming of Sammie Sias Way to Jamestown Lane effective immediately. (**Requested by Commissioner Alvin Mason**)

FINANCE

- 23.** Motion to **hire** a local third party accounting firm separate and independent from the external auditors who perform financial statements audits on an annual basis to perform regularly scheduled internal financial and operational audits on all City departments ensuring every department is audited at a minimum of once every four years. Said firm will present findings quarterly to the full Commission. (**Requested by Commissioner Catherine McKnight**)

PETITIONS AND COMMUNICATIONS

- 24.** **Consider/approve** the nominated slate of Georgia Municipal Association's District 7 Officers for 2023-2024.

25. Motion to **approved** Georgia Department of Revenue Resolution of appointment for James Scott and William Mills to Augusta-Richmond County Board of Assessors.

LEGAL MEETING

- A. Pending and Potential Litigation
 - B. Real Estate
 - C. Personnel
26. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.



Commission Meeting

May 2, 2023

Invocation

Department:	N/A
Presenter:	N/A
Caption:	Reverend Anthony Booker, Senior Pastor. Broadway Baptist Church
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**Commission Meeting**

May 2, 2023

Employee of the Month

Department:	Human Resources
Presenter:	Human Resources
Caption:	Congratulations! James Joyner , Engineering Department, April 2023 Employee of the Month
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

CITY OF AUGUSTA
EMPLOYEE RECOGNITION COMMITTEE

Tiffany Long-Williams, Committee Chairperson

ShaDonasty Palmer, Employee Relations Analyst II



April 21, 2023

Mayor Davis:

The Employee Recognition Committee has selected James Joyner as the April 2023 Employee of the Month for Augusta, Georgia. Mr. Joyner works with the Augusta Engineering & Environmental Services Department where he has been employed for 28 years. Mr. Joyner currently serves as a crew supervisor.

During his employment he has excelled at any job assignment given him. He has proven to be a dependable, dedicated employee who is always willing to help any way requested. He strives and succeeds at helping to keep the cost of pipe repair to a minimum. The Engineering Department would like to congratulate him on being named the employee of the month and acknowledge the tremendous success he has achieved. His work results are impressive as he maintains his work backlog to a minimum. We are grateful to have someone like him in our department who is willing to go above and beyond to accomplish work assigned to him. He exhibits dedication, initiative, dependability, knowledge, and outstanding character daily.

Based on this nomination and James's outstanding service, The Employee Recognition Committee would appreciate you joining us in recognizing him as the April 2023 Employee of the Month.

Thank you,

The Employee Recognition Committee



Commission Meeting

May 2, 2023

ACCG Presentation

Department:	N/A
Presenter:	N/A
Caption:	Acknowledgment: ACCG, Georgia's County Association, has named Augusta, Georgia, a recipient of the 2023 Georgia County Excellence Award for the 5th Street Pedestrian Bridge. (Requested by IA Takiyah Douse)
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



Takiyah A. Douse
Interim Administrator

ACCG Award Notice to the Augusta Commission for May 2, 2023

On behalf of the Office of the Administrator, we are pleased to share that ACCG, Georgia's County Association, has named Augusta, Georgia, a recipient of a 2023 Georgia County Excellence Award for the 5th Street Pedestrian Bridge.

The organization recognized that the City's work to modernize the historic bridge into a stunning 1,201-foot-long walkway across the Savannah River adds value, offering residents a new recreational space as the structure continues connecting pedestrians with the community.

[Information Pending] accepted the award during the ACCG Awards Breakfast on Saturday, April 29, 2023, as part of the organization's annual conference in Chatham County.

As we reflect on this recognition, Mrs. Douse applauds Dr. Hameed Malik, Director of Augusta, Georgia's Department of Engineering and Environmental Services, and the community partners involved in this project's planning and design process. These local organizations include the Augusta Metro Chamber of Commerce, Augusta Tomorrow, the Downtown Development Authority, and the Greater Augusta Arts Council.

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Commission Meeting

May 2, 2023

National Small Business Week in Augusta

Department:	N/A
Presenter:	N/A
Caption:	National Small Business Week in Augusta. (Requested by Commissioner Francine Scott)
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 Francine Scott
Sent: Wednesday, April 26, 2023 8:19 AM
To: Lena Bonner
Cc: Jasmine Sims
Subject: National Small Business Week In Augusta 2023

Good Morning Ms. Bonner,

Please add on the 5 minutes Delegation for Tuesday - National Small Business Week In Augusta Recognition

Thank you.

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AED:104.1



Commission Meeting

May 2, 2023

Mr. Moses Todd

Department:	N/A
Presenter:	N/A
Caption:	Mr. Moses Todd to discuss the need for an internal auditor; waste, fraud and abuse prevention.
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: Moses Todd <iloveaug2023@gmail.com>
Sent: Wednesday, April 26, 2023 3:08 PM
To: llbonner@augustaga.gov; Nancy Morawski
Subject: [EXTERNAL] Internal audit, finances, budget, waste Fraud and Abuse Prevention

Ms. Bonner please put Moses Todd from I Love Augusta on the agenda to discuss need for an internal auditor,waste Fraud and Abuse Prevention at the next regular meeting.

[NOTICE: This message originated outside of the City of Augusta's mail system -- DO NOT CLICK on links, open attachments or respond to requests for information unless you are sure the content is safe.]



Commission Meeting

May 2, 2023

August Pride, Inc.

Department:	N/A
Presenter:	N/A
Caption:	Augusta Pride, Inc. regarding a request to cover security costs for two events: Beats on Broad scheduled for June 23,2023 and the Augusta Pride Festival scheduled for June 24, 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



April 25, 2023

Lena J. Bonner
Clerk of Commission
Augusta-Richmond County Commission
535 Telfair Street, Suite 220
Augusta, GA 30901

Re: Augusta Pride Security Funding
June 23-24, 2023 | Augusta Pride 2023

Madam Clerk,

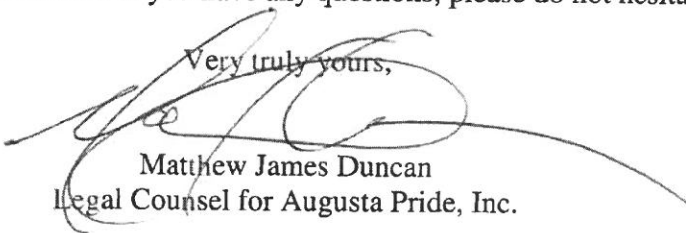
On behalf of Augusta Pride, Inc., please consider this a request to place an item on the agenda for the Augusta-Richmond County Commission meeting scheduled for Tuesday, May 2nd. The agenda item is to request funding from the Commission to cover security costs for two events: Beats on Broad, scheduled for June 23, 2023, and the Augusta Pride Festival, scheduled for June 24, 2023.

Augusta Pride is set to host its 13th annual festival this June. Since its first festival in 2009, the event has grown to become the third largest held at the Augusta Common and has a large economic impact. Augusta Pride also has an excellent relationship with the Richmond County Sheriff's Office and has had no major law enforcement incidents over its 13 year history. Augusta Pride is requesting assistance for security costs due to the current climate of unprecedented security threats faced by the LGBTQ+ community, particularly the transgender community. The total cost of security for these two events for Augusta Pride in 2022 was \$8,160.00. I believe this is a reasonable estimate for the cost of security in 2023.

The Augusta Pride Festival is an event that promotes inclusivity, celebrates diversity, and brings the broader community together. By assisting Augusta pride with its security costs, the Commission will send a strong message of support for Augusta's LGBTQ+ residents and guests.

Thank you for your consideration. If you have any questions, please do not hesitate to contact me.

Very truly yours,


Matthew James Duncan
Legal Counsel for Augusta Pride, Inc.



Commission Meeting

May 2, 2023

Mr. Morris Porter

Department:	N/A
Presenter:	N/A
Caption:	Mr. Morris Porter regarding a request for funding assistance for security for the 2023 Juneteenth Parade.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

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

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

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

<input checked="" type="checkbox"/> Commission	Date of Meeting <u>May 02, 2023</u>
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: MORRIS PORTER
 Address: 2223 Grandwood Lane
 Telephone Number: 210-571-5247
 Fax Number: _____
 E-Mail Address: morris.t.porter@gmail.com

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

Funding resources for the security of the Juneteenth Parade

Please send this request form to the following address:

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

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

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



Commission Meeting

May 2, 2023

Probation, Suspension, or Revocation of Alcohol/Business License

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business license & Customer Service Manager
Caption:	Motion to approve placing Vonceillies Allen d/b/a/ Level 9 Sports Bar & Grill located at 3054 Damascus Rd on six months probation for failure to comply with the Augusta Alcohol Ordinance and Occupation Tax Ordinance. (Approved by Public Safety Committee April 25, 2023)
Background:	The owner of the business Level 9 Sports Bar & Grill has a business license to operate a Bar/Lounge and a Alcohol License and Dance License to serve Liquor, Beer & Wine..... Over the last few years and most recently incidents have occurred at this location, to include shootings, a stabbing, and simple battery cases. Most recently a shooting that involved three victims being shot. (See attached Sheriff's Office Letter)
Analysis:	The Sheriff's Office is requesting that the Commission take action against the license holder. The Alcohol License and the Business License can be suspended, revoked, or placed on probation pursuant to the following.

OCCUPATION TAX CODE

Sec. 2-1-38. Right to deny, suspend, or revoke a business tax certificate.

- (a) A Business Tax Certificate under this Chapter may be denied, suspended, or revoked if one or more of the following exists:
- (3) The applicant or holder of the certificate intends to violate or has violated any federal or state law, or local ordinance or any ordinance or resolution regulating such business or intends to violate any regulation made pursuant to authority granted for regulating such business.
- (6) The applicant or holder of the certificate fails to adequately supervise and monitor the conduct of the employees, patrons and others on the subject premises, or on any property owned or leased by the applicant or holder, including but not limited to parking lots and parking areas, or on any parking lots or areas which may be lawfully used by patrons of the establishment of the applicant or holder, in order to protect the safety and well-being of the general public and of those using the properties.

Sec. 6-2-74. Probation, Suspension & Revocation (Alcohol License).

Any license issued under this Ordinance may be put on probation, suspended and/or revoked by the Augusta- Commission after a finding of due cause. Due cause for the probation, suspension or revocation of a license shall include but shall not be limited to, the following:

- (a) A violation of this Ordinance or any State or federal law governing manufacture, transport, or sale of alcoholic beverages by the licensee or any person in his employ or in the employ of the establishment for which the license was issued.

Sec. 6-2-21. Premises to be kept in orderly manner, with outside gatherings of patrons restricted.

- (a) Owners and/or applicant, managers and employees shall be responsible for keeping an orderly place, and no patron shall cause a disturbance of any kind; nor shall any patron be allowed to stand, sit, mingle or assemble outside the building, in parking lots or autos, and drink alcoholic beverages except as provided in subparagraph (b) hereof.

ALCOHOL CODE

Sec. 6-2-32. Violations; unlawful activities.

- (a) Any person holding any license issued pursuant to this Ordinance or any employee or agent of such person who violates any provision of this Ordinance, or directs, consents to, permits, or acquiesces in such violation, either directly or indirectly shall, by such conduct, subject the license to suspension or revocation. For purposes of administering and enforcing this Ordinance, any act committed by an employee, agent or representative of a licensee shall be deemed to be an act of such licensee.

- (b) It shall be a violation of this Ordinance for any licensee to permit any person to engage in any activity on the premises for which the license is issued or within the place of business, which is in violation of the laws or regulations of any federal, state, county or municipal governing authority or regulatory agency. With respect to any such activity, it shall be rebuttably presumed that the same was done with the knowledge or consent of the licensee; provided however, that such presumption may be rebutted only by evidence which precludes every other reasonable hypothesis save that such licensee did not know, assist or aid in such occurrence, or in the exercise of full diligence could not have discovered or prevented such activity.

DANCE CODE

Sec. 6-6-43. Dance.

(g) Right of suspension by Planning & Development Department. The Planning &

Development Department shall have the right to suspend any business tax certificate

issued under this chapter whenever a person, firm or corporation doing business shall

deviate from the normal operation for which the business tax certificate was obtained or fails in performance to meet the required regulations and code as set forth by the Planning & Development Department, Augusta- Sheriff's Office or Augusta-Richmond County Health Department or violates any law or ordinance of the United States, or the State or Augusta-Richmond County, in pursuance of such business conducted under such business tax certificate.

Alternatives: Do not take action against the Business License, Alcohol License, and Dance License.

Recommendation: Suspend the Business License, Alcohol License & Dance License for (90) ninety days.

Funds are available in the following accounts: N/A

REVIEWED AND APPROVED BY: N/A



www.augustaga.gov

April 25, 2023

Planning and Development Department

Carla Delaney – Director

(See Attached)

1803 Marvin Griffin Road, Augusta, Ga. 30906

Building Permits

706.312.5050 Fax 706.312.4253

Business License

706.312.5053 Fax 706.312.5037

Alcohol License

706.312.5038 Fax 706.821.4253

Code Enforcement

706.312.5049 Fax 706.821.4253



RICHMOND COUNTY SHERIFF'S OFFICE

Item 1.

Sheriff Richard Roundtree

Law Enforcement Center

400 Walton Way

Augusta, GA 30901

Phone: 706.821.1400 Fax: 706.821.1014

March 21st 2023

Julietta Walton
Augusta-Richmond County
Planning and Development
1850 Marvin Griffin Rd
Augusta, Ga. 30906

Re: 3054 Damascus Road Augusta GA (Level 9)

Ms. Julietta Walton

On March 21st at approximately 0100 hours a shooting occurred in side the club located at 3054 Damascus Road (level 9). Three victims were shot by unknown persons who began shooting for an unknown reason. The three victims in this case advised they were not involved in any altercations but victims of a shooter firing his weapon indiscriminately inside a night club. While photographing the scene, Inv. Brown noted the entire business smelled of marijuana and smoke. Inv. Brown observed the floor was riddled with trash and beer bottles. Amongst the trash were multiple plastic baggies throughout the business with marijuana/narcotics residue in them. Inv. Brown observed several areas of tobacco and blunt wrappers where subjects were rolling marijuana blunts/cigarettes throughout the business. Inv. Brown observed several ashtrays and ashes throughout the business and on tables that contained tobacco and marijuana residue. Inv. Brown noted the owner of the business was casually sitting at a table that was covered in marijuana residue, watching television. The night club does have security and an off-duty officer but this has not detoured these types of incident from occurring inside the bar. On January 24th of this year an altercation took place inside the bar which resulted in two people being stabbed. On September 28th 2021 a shooting occurred in the parking lot of the club which resulted in the death of a patron another being shot in the leg and one the bars security officers being shot in the hand. In addition to these events there have been 5 simple battery cases, battery cases, a kidnapping and sodomy case, as well as a trafficking cocaine case between the years of 2020 and 2023. Due to these events it is our belief that if this bar continues operating in this manner it will only result in additional assaults which the Sheriff's office would like to prevent.

Please consider this a formal request to bring 3054 Damascus Road Augusta GA (Level 9) before the Augusta Richmond County Commission to have their Alcohol license considered to be revoked.

Respectfully
Inv. Jose Ortiz

Level 9 Bar & Grill

Voncellies Allen
3054 Damascus Road
Augusta, GA 30909
706-495-3100
voncellies06@hotmail.com

April 27, 2023

The Plan of Action at Level 9 Bar and Grill improvements consist of the following effective March 27th:

Staffing: I have added three additional security guards to the staff on March 27th, 2023, two of them are armed and license to carry a gun. I have a total of 9 security guards on staff, Head of Security is Nick McGlond. The specials, police officers we have on staff is William McClure and Dontavion Jones.

Safety Measures: Four new security cameras have been installed, 2 on the the outside and 2 on the inside; the total number of cameras on the premises is 11. During the hours of operation a security guard is station to guard the back door at all times and rotate out for breaks. In addition, bartenders and bottles girls are on high alert to report any suspicious activity to security guards, police officers, or business owner. Also, any altercations with Patrons will results in a minimum of 2 weeks to 1 month suspension from the club. If this is a continuous behavior, it will result in a permanent ban from the establishment. Lastly, I am still searching to purchase a Metal Detector. However, we currently have two metal detector wands and we still do pat downs on each patron coming inside or re-entering the establishment.

Hours of Operation: Level 9 is currently opened on Mondays and Saturdays from 11pm til 2am. The owner, security, and bartenders are there at 945pm to set up club operations and check for safety issues. We have “last call” 20 minutes before closing and Richmond County Sheriff Department specials help, along with security, in clearing out the parking lot.

Building Improvements: The Bar has been resurfaced and painted with lights installed on top and around the bottom. The women and men restrooms have been fully remodeled (remodel dates April 11th-April 24th) with tile on the floor, tile on the walls, new stalls and sink vanities have been built, and new toilets added in the women restrooms. Lastly, I have hired Cintas effective April 24th, to provide automatic soap dispensers, paper towel, trash can dispensers, and air fresher dispensers monthly.

Sincerely yours,
Voncellies Allen



Commission Meeting

May 2, 2023

HCD_ Reconstruction of one (1) single family home 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 CDBG funding to reconstruct one (1) single family unit, identified as 1216 Branch Street. (Approved by Administrative Services Committee April 25, 2023)						
Background:	<p>In 2008, the Augusta Commission passed legislation supporting community development. 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.</p> <p>This project involves the demolition, reconstruction of one (1) single family home identified as 1216 Branch Street.</p> <table><tr><td><u>Address</u></td><td><u>Budget</u></td><td><u>Project Type</u></td></tr><tr><td>1216 Branch Street Augusta, GA 30901</td><td>\$269,934.53</td><td>Reconstruction</td></tr></table>	<u>Address</u>	<u>Budget</u>	<u>Project Type</u>	1216 Branch Street Augusta, GA 30901	\$269,934.53	Reconstruction
<u>Address</u>	<u>Budget</u>	<u>Project Type</u>					
1216 Branch Street Augusta, GA 30901	\$269,934.53	Reconstruction					
Analysis:	The approval of the contract will allow for development activities on this site to begin.						
Financial Impact:	HCD utilizes CDBG. Contract Amount 1216 Branch Street - \$269,934.53						
Alternatives:	Deny HCDs Request						

Recommendation: Motion to approve Housing and Community Development Department (HCD's) request to provide funding to reconstruct one (1) single family unit, identified as 1216 Branch Street.

Funds are available in the following accounts: CDBG funding
GL Code: 221-073-210-522-5110

REVIEWED AND APPROVED BY:

- Procurement
- Finance
- Law
- Administrator
- Clerk of Commission

CONTRACT

between

AUGUSTA, GEORGIA

And

J. Lovett Homes

in the amount of

\$269,934.53 USD

Two Hundred Sixty-Nine Thousand Nine Hundred Thirty Four Dollars and 53/100

for Fiscal Year **2023**

Providing funding for

Community Development Block Grant (CDBG)

1216 Branch Street

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Augusta 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 J. Lovett Homes a procured contractor, organized pursuant to the Laws of the State of Georgia, hereinafter called J. Lovett Homes as party in the second part.

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

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and

WHEREAS, Title I: Community Development - Authorizes the Secretary of Housing and Urban Development to make grants to States and Units of general local government to help finance Community Development Programs, set forth through Augusta’s HUD approved Consolidated and Action Plans; Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development and,

WHEREAS, through citizen participation workshops and in the Annual Plan, the Mayor and the Augusta, Georgia Commission, determined the needs and priorities of community as set forth below.

WHEREAS, WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 570.200 (a), and will meet one or more of the national objectives and criteria outlined in of the Housing and Urban Development regulations; and

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1216 Branch Street Construction Contract Page 1

WHEREAS, J. LOVETT HOMES is the approved developer/contractor through a solicitation process for to assist in the redevelopment of communities improvements for 1216 Branch Street;

WHEREAS, J. LOVETT HOMES has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, J. LOVETT HOMES has requested, and Augusta has approved a total of **\$269,934.53** 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: J. LOVETT HOMES agrees to utilize approved CDBG funds to support project-related costs associated with the **1216 Branch Street Project**. This project is a CDBG activity aimed at benefiting low-to-moderate income people by providing resources for livable neighborhoods, economic empowerment, decent housing, and infrastructure improvement. Under this Agreement, J. LOVETT HOMES will:

- Work to provide construction services to include clearing, demolition, and reconstruction of 1216 Branch Street.
- J. LOVETT HOMES will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- J. LOVETT HOMES 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, and fixtures. J. LOVETT HOMES 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:

CDBG funds shall be used by J. LOVETT HOMES 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 \$269,934.53**

1. Profit

CDBG funds shall be used by J. LOVETT HOMES 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 \$269,934.53**

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 J. LOVETT HOMES for costs identified as necessary operating time and expenses in addition to the profit accrued in the demolition, clearing and reconstruction of (1) single family unit building identified as **1216 Branch 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 completion.

C. Program Location and Specific Goals to be Achieved

J. LOVETT HOMES shall conduct project development activities and related services in its project area that incorporates the following boundaries: Fifteenth Street, MLK Boulevard and Branch Street.

D. Project Eligibility Determination

It has been determined that the use of CDBG funds by J. LOVETT HOMES will be in compliance with legislation supporting community development. Notwithstanding any other provisions of this contract, J. LOVETT HOMES 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

J. LOVETT HOMES 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, J. LOVETT HOMES 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 J. LOVETT HOMES a maximum of **\$269,934.53** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to J. LOVETT HOMES 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 **\$269,934.53** and shall be on a pay for performance basis provided J. LOVETT HOMES and HCD determine the progress is satisfactory. J. LOVETT HOMES shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, J. LOVETT HOMES 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 J. LOVETT HOMES' 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. J. LOVETT HOMES and HCD shall share in the cost and proceeds of developing the property at **1216 Branch 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 approved CDBG. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any J. LOVETT HOMES deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (100%) shall be paid to J. LOVETT HOMES .
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 J. LOVETT HOMES and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

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 J. LOVETT HOMES for construction costs related to the development of one single family detached home identified as **1216 Branch Street**

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

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

C. Timetable for Completion of Project Activities

J. LOVETT HOMES shall be permitted to commence with the expenditure of CDBG 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 180 days of said home identified as **1216 Branch Street**

Liquidated Damages

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J. LOVETT HOMES 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 J. LOVETT HOMES. 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 J. LOVETT HOMES. 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

J. LOVETT HOMES 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 J. LOVETT HOMES 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 **1216 Branch Street** that HCD will have the latitude to pay such costs directly to the procured construction contractor. J. LOVETT HOMES shall be paid a total consideration of no more than **\$269,934.53** 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 J. LOVETT HOMES.

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 J. LOVETT HOMES (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 J. LOVETT HOMES, or any subcontractor hereunder.
- B. J. LOVETT HOMES, shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to J. LOVETT HOMES 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 J. LOVETT HOMES 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. J. LOVETT HOMES 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 J. LOVETT HOMES .
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon completion of the detached single-family home at **1216 Branch Street**, HCD is to provide J. LOVETT HOMES with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

J. LOVETT HOMES will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, 85.36, 570.611 and sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, 7-5- 4109, Super Circular A-110 and Super Circular A-102 and Article 3 of Augusta's Policy and Procedure (Ethics in Public Procurement), (as applicable) regarding the avoidance of conflict of interest.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of J. LOVETT HOMES . No person described above who

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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. J. LOVETT HOMES 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 J. LOVETT HOMES. In such instances, J. LOVETT HOMES 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 J. LOVETT HOMES.

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.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

J. LOVETT HOMES covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. J. LOVETT HOMES further covenants that, in the performing this Contract, it will employ no person who has any such interest.

ARTICLE VI. OTHER REQUIREMENTS

- A. J. LOVETT HOMES 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 J. LOVETT HOMES 's publications and/or advertisements. (24 CFR 570.601).

- B. J. LOVETT HOMES agrees to comply with 24CFR 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.
 - C. 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)
 - D. J. LOVETT HOMES 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).
 - E. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J. LOVETT HOMES 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.
 - F. J. LOVETT HOMES 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).
 - G. J. LOVETT HOMES 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. J. LOVETT HOMES 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.
 - H. J. LOVETT HOMES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. LOVETT HOMES 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. J. LOVETT HOMES 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
 - I. In accordance with Section 570.608 of the CDBG Regulations, J. LOVETT HOMES agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against
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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.

- J. J. LOVETT HOMES agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any J. LOVETT HOMES 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 J. LOVETT HOMES has been approved and reinstated by HCD.
- K. In accordance with 24 CFR part 24, subpart F, J. LOVETT HOMES 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.
- L. Any publicity generated by J. LOVETT HOMES 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 Augusta, Georgia in making the project possible. The words "Augusta Georgia Housing and Community Development Department" 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.
- M. J. LOVETT HOMES 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. J. LOVETT HOMES agrees to obtain all necessary permits for intended improvements or activities.
- N. J. LOVETT HOMES shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- O. J. LOVETT HOMES shall comply with the Davis Bacon Act 1931.
- P. J. LOVETT HOMES 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. 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.** J. LOVETT HOMES agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.
- Q. All contractors and sub-contractors 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 Architect and/or Engineers and sub-Architect and/or Engineers 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
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O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Architect and/or Engineers shall further agree that, should it employ or contract with any associates in connection with the physical performance of services pursuant to its contract with Augusta, Georgia J. LOVETT HOMES will secure from such sub-Architect and/or Engineers each sub-Architect and/or Engineer's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the associates affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All Architect and/or Engineers shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the sub-Architect and/or Engineers are retained to perform such physical services.

- R. J. LOVETT HOMES 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 Augusta-Richmond County. (24 CFR 570.697) **Utilization of contractors and/or sub-contractors outside of the Augusta-Richmond County area is not desirable.**
- S. J. LOVETT HOMES 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. J. LOVETT HOMES 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. J. LOVETT HOMES will not discriminate against any person applying for shelter on the basis of religion. J. LOVETT HOMES 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 J. LOVETT HOMES has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to J. LOVETT HOMES with funds provided under this contract.
- W. J. LOVETT HOMES represents and warrants that it and its design team are not debarred, suspended, or placed in ineligibility status under the provisions of Article 8 of Augusta's Procurement Policy and Procedures (Suspension or Debarment of Bidder or Proposer Policy) and the 24 CFR 570.609 (government debarment and suspension regulations).
- X. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). J. LOVETT HOMES shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the

submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. As well as the requirements of Article 3, Section 1-10-28 of Augusta's Policy and Procedures (Authority and responsibility of procurement director).

Y. J. LOVETT HOMES certifies, to the best of their knowledge and belief that:

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

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

Z. J. LOVETT HOMES shall put forth reasonable, professional efforts to comply with applicable laws, codes, and regulations in effect as use of the date of (execution of this Agreement, submission to building authorities, or other appropriate date). Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle J. LOVETT HOMES to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event J. LOVETT HOMES 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 may withhold cash payments until J. LOVETT HOMES cures any breach of the Agreement. If J. LOVETT HOMES fails to cure the breach, Augusta may suspend or terminate the current award of funds. J. LOVETT HOMES 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 J. LOVETT HOMES for the purposes of offsetting the exact amount of damages once determined.
- C. Notwithstanding the above, J. LOVETT HOMES shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. LOVETT HOMES for the purposes of offsetting the exact amount of damages once determined.
- D. In the best interest of the project and to better serve the people in the target areas 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

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Agreement, Augusta shall pay J. LOVETT HOMES for documented committed eligible costs incurred prior to the date of notice of termination.

- E. Notwithstanding any termination or suspension of this Agreement, J. LOVETT HOMES shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to CDBG funds previously disbursed or income derived therefrom.
- F. 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 J. LOVETT HOMES 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 Administrator
Municipal Building
535 Telfair Street, Suite 200
Augusta, Georgia 30901

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

J. Lovett Homes will receive all notices at the address indicated below:

J. Lovett Homes
3062 Damascus Road-Suite G
Augusta, Georgia. 30909

ARTICLE VII. INDEMNIFICATION

J. LOVETT HOMES 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, J. LOVETT HOMES 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 VIII. 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 J. LOVETT HOMES beyond the term of this Agreement.

J. LOVETT HOMES 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 J. LOVETT HOMES for the purpose of securing business and that J. LOVETT HOMES 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 IX. 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 CDBG funding is deemed voidable when utilizing CDBG 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):

By: _____
Augusta, Georgia Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

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

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: J. Lovett Homes

By: _____

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

J. Lovett Homes 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, J. Lovett Homes 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 J. Lovett Homes may be precluded from recovering payment for such unauthorized goods or services. Accordingly, J. Lovett Homes agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if J. Lovett Homes 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 J. Lovett Homes. J. Lovett Homes assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized including, without limitation, all remedies at law or equity. This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

 Name

J. Lovett Homes

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

Augusta Housing & Community Development Department
 1216 Branch Street Construction Contract Page 21

J. LOVETT HOMES 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.



Contractor Work Write-up

Item 2.

Augusta Housing & Community Development Department

510 Fenwick St Augusta GA

(706) 821-1797b -Fax (706) 821-1784 www.augustaga.gov

Hawthorne Welcher - Director

Finish of house	\$ -	TOTAL WRITE-UP (INCLUDING CONTINGENCY)	\$ 269,934.53
TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY		\$	269,934.53

GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR FEET), EA (EACH), LS (LUMP SUM), YD(YARD)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I	TOTAL COST PER SECTION
Enter Materials	UNIT	Quantity	MATERIAL COST PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MAT & LABOR	PROFIT & OVER HEAD	
Homeowners Name	Laney Walker/Bethlehem Revitalization Project					Contractor:	J LOVETT HOMES		
Homeowners Address	1216 Branch Street								
City, State, Zip	Augusta GA								
Phone						Profit & Overhead Percentage:	18%		

FOUNDATION / MASONRY	House Heated Sq. Ft.		1,723	Total House Sq. Ft.		1875			
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	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00
excavate	LF	204	\$ -	\$ -	\$ 6.00	\$ 1,224.00	\$ 1,224.00	\$ 220.32	\$ 1,444.32
concrete ftg	CY	15	\$ 155.00	\$ 2,325.00		\$ -	\$ 2,325.00	\$ 418.50	\$ 2,743.50
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	400	\$ 2.50	\$ 1,000.00	\$ 3.00	\$ 1,200.00	\$ 2,200.00	\$ 398.00	\$ 2,598.00
6 mil poly	ROLL	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 300.00	\$ 54.00	\$ 354.00
fill and tamp	CY	10	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 3,500.00	\$ 630.00	\$ 4,130.00
concrete pads for steps	CY	2	\$ 2.00	\$ 155.00	\$ 75.00	\$ 150.00	\$ 305.00	\$ 54.90	\$ 359.90
grading drive and sidewalk	LF	1	\$ -	\$ 250.00		\$ -	\$ 250.00	\$ 45.00	\$ 295.00
concrete drive and sidewalk	LF	15	\$ 155.00	\$ 2,325.00	\$ 75.00	\$ 1,125.00	\$ 3,450.00	\$ 621.00	\$ 4,071.00
rebar	EA	25	\$ 8.00	\$ 200.00		\$ -	\$ 200.00	\$ 36.00	\$ 236.00
Adding dirt to raise house (development cost)	EA	20	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00	\$ 7,000.00	\$ 1,260.00	\$ 8,260.00
anchor bolts	EA	75	\$ 1.50	\$ 112.50	\$ 4.00	\$ 300.00	\$ 412.50	\$ 74.25	\$ 486.75
block wall 8x8x16	EA	528	\$ 1.80	\$ 950.40	\$ 2.50	\$ 1,320.00	\$ 2,270.40	\$ 408.67	\$ 2,679.07
header blocks	EA	175	\$ 2.25	\$ 393.75	\$ 2.50	\$ 437.50	\$ 831.25	\$ 149.63	\$ 980.88
mortar mix	BAGS	80	\$ 11.00	\$ 880.00		\$ -	\$ 880.00	\$ 158.40	\$ 1,038.40
mortar sand	Lead	1	\$ 400.00	\$ 400.00		\$ -	\$ 400.00	\$ 72.00	\$ 472.00
Stucco Skirting around home	EA	1	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 270.00	\$ 1,770.00
house slab	CY	30	\$ 155.00	\$ 4,650.00		\$ 100.00	\$ 4,750.00	\$ 855.00	\$ 5,605.00
porch slab	EA	3	\$ 185.00	\$ 465.00	\$ 100.00	\$ 300.00	\$ 765.00	\$ 137.70	\$ 902.70
BRICK STEPS AS PER PLAN	STEP	3	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 750.00	\$ 135.99	\$ 885.00
Rollerbricks	EA	0	\$ 0.35	\$ -	\$ 0.55	\$ -	\$ -	\$ -	\$ -
water sewer tap	LF	1	\$ 1,274.00	\$ 1,274.00		\$ -	\$ 1,274.00	\$ 254.80	\$ 1,528.80
UTILITIES FEES ELECTRICAL	LS	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 90.00	\$ 590.00

UTILITIES FEES WATER	LS	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 90.00	\$ 590.00
BUILDERS RISK	LOT	1	\$ 660.00	\$ 660.00	\$ -	\$ -	\$ 660.00	\$ 117.00	\$ 767.00
LAYOUT AND BATTER BOARD	LS	1	\$ 800.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 90.00	\$ 690.00
TERMITE TREATMENT	LOT	1	\$ 900.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 90.00	\$ 590.00
PORT-O-LET	LOT	8	\$ 90.00	\$ 540.00	\$ -	\$ -	\$ 540.00	\$ 97.20	\$ 637.20
Total				\$ 27,070.66		\$ 11,706.80	\$ 38,777.15	\$ 6,979.89	\$ 45,757.04

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 &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
COLUMNS	EA	5	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00
GUTTERS & DOWNSPOUTS	PKG	1	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 288.00	\$ 1,888.00
Fence	LF	1	\$ -	\$ -	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 864.00	\$ 5,664.00
LANDSCAPING	PKG	1	\$ -	\$ -	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 810.00	\$ 5,310.00
Lot development to drain to front of property	PKG		\$ -	\$ -			\$ -	\$ -	\$ -
GRADING / SITE PREPARATION	LS	1	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00
Total				\$ 500.00		\$ 12,400.00	\$ 12,900.00	\$ 2,322.00	\$ 15,222.00

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 &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
6 inch Siding 182	PKG	22	\$ 130.00	\$ 2,860.00	\$ 100.00	\$ 2,200.00	\$ 5,060.00	\$ 918.80	\$ 5,978.80
FASCIA AND SOFFIT AND SIDING	PKG	1	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	\$ 4,300.00	\$ 774.00	\$ 5,074.00
PORCH RAILING		1	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 432.00	\$ 2,832.00
HANDICAP RAMP		1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 720.00	\$ 4,720.00
Total				\$ 8,360.00		\$ 7,400.00	\$ 16,760.00	\$ 2,836.80	\$ 18,596.80

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 &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ROOFING PACKAGE (36 ARCHITECTURAL SHINGLES, ROOF VENT & INSTALLATION	PKG	33	\$ 120.00	\$ 3,960.00	\$ 65.00	\$ 2,145.00	\$ 6,105.00	\$ 1,098.80	\$ 7,203.80

Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.

Total				\$ 3,960.00		\$ 2,145.00	\$ 6,105.00	\$ 1,098.80	\$ 7,203.90
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FRAMING & FINISH CARPENTRY

Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
WALL FRAMING AS NEEDED With 2"x4" exterior walls	PKG	1875	\$ 9.00	\$ 16,875.00	\$ 4.50	\$ 8,437.50	\$ 25,312.50	\$ 4,556.25	\$ 29,868.75
SUBFLOORING	EA		\$ -	\$ -		\$ -		\$ -	
WINDOWS	EA		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WINDOW & EXTERIOR DOORS PKG	PKG	1	\$ 4,200.00	\$ 4,200.00	\$ -		\$ 4,200.00	\$ 758.00	\$ 4,958.00
INTERIOR DOORS & TRIM PKG	PKG	1723	\$ 2.00	\$ 3,446.00	\$ 1.25	\$ 2,153.75	\$ 5,599.75	\$ 1,007.98	\$ 6,607.71
LOCKSET PACKAGE	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 108.00	\$ 708.00
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 350.00	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ 63.00	\$ 413.00
MAIL BOX	EA	1	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 150.00	\$ 27.00	\$ 177.00
HOUSE NUMBERS	EA	1	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 20.00	\$ 3.60	\$ 23.60
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	PKG	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 216.00	\$ 1,416.00
WINDOW BLINDS	EA	18	\$ 75.00	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00	\$ 243.00	\$ 1,593.00
Total				\$ 28,116.00	2	\$ 10,666.25	\$ 38,782.25	\$ 6,980.81	\$ 45,763.06

FLOORS CARPET / TILE									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FLOORING CARPET	PKG	100	\$ 22.00	\$ 2,200.00	\$ 4.00	\$ 400.00	\$ 2,600.00	\$ 488.00	\$ 3,088.00
LAMINATED WOOD (12mm Thickness) 2500	PKG	710	\$ 3.50	\$ 2,485.00	\$ 3.50	\$ 2,485.00	\$ 4,970.00	\$ 894.80	\$ 5,864.80
LAUNDRY ROOM	PKG	83	\$ 3.00	\$ 249.00	\$ 7.00	\$ 581.00	\$ 830.00	\$ 113.40	\$ 943.40
CERAMIC TILE (BATH ROOM)	PKG	180	\$ 3.00	\$ 540.00	\$ 7.00	\$ 1,260.00	\$ 1,800.00	\$ 324.00	\$ 2,124.00
CERAMIC TILE (KITCHEN)	PKG	176	\$ 3.00	\$ 528.00	\$ 7.00	\$ 1,232.00	\$ 1,760.00	\$ 316.80	\$ 2,076.80
Total				\$ 5,942.00		\$ 5,818.00	\$ 11,760.00	\$ 2,116.80	\$ 13,876.80
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 &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
1/2 IN DRYWALL	SF	145	\$ 22.50	\$ 3,262.50	\$ 30.00	\$ 4,350.00	\$ 7,612.50	\$ 1,370.25	\$ 8,982.75
Total				\$ 3,262.50		\$ 4,350.00	\$ 7,612.50	\$ 1,370.25	\$ 16,595.25
PLUMBING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PLUMBING PACKAGE W/STAINLESS STEEL FIXTURES	PKG	1	\$ -	\$ -	\$ 18,195.00	\$ 18,195.00	\$ 18,195.00	\$ 3,275.10	\$ 21,470.10
Total				\$ -		\$ 18,195.00	\$ 18,195.00	\$ 3,275.10	\$ 21,470.10
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 &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ELECTRICAL	PKG	1723	\$ -	\$ -	\$ 4.75	\$ 8,184.25	\$ 8,184.25	\$ 1,473.17	\$ 9,657.42
LIGHT FIXTURES ALLOWANCE	PKG	1	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 360.00	\$ 2,360.00
Total				\$ 2,000.00		\$ 8,184.25	\$ 10,184.25	\$ 1,833.17	\$ 12,017.42
HEATING & AIR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
HEATING & AIR 14 SEER	PKG	3	\$ -	\$ -	\$ 3,850.00	\$ 11,550.00	\$ 11,550.00	\$ 2,079.00	\$ 13,629.00
RANGE HOOD	PKG		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AC CAGES	EA	1	\$ -	\$ -	\$ 550.00	\$ 550.00	\$ 550.00	\$ 99.00	\$ 649.00
Total				\$ -		\$ 12,100.00	\$ 12,100.00	\$ 2,178.00	\$ 14,278.00
CABINETS & APPLIANCES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
Vanities, Base and wall cabinets with Laminate tops	PKG	1	\$ -	\$ -	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 1,530.00	\$ 10,030.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER)	PKG	1	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 1,440.80	\$ 9,440.80
Total				\$ -		\$ 16,500.00	\$ 16,500.00	\$ 2,970.80	\$ 19,470.80
PAINTING EXTERIOR/ INTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PAINT 2 COATS WALL/CEILING PAINTING	SF	1723	\$ -	\$ -	2.25	\$ 3,876.75	\$ 3,876.75	\$ 697.82	\$ 4,574.57
Total				\$ -		\$ 3,876.75	\$ 3,876.75	\$ 697.82	\$ 4,574.57
BATHROOM ACCESSORIES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 180.00	\$ 1,180.00
Total				\$ 1,000.00		\$ -	\$ 1,000.00	\$ 180.00	\$ 1,180.00
INSULATION									

AUGUSTA ADA HOUSING

1216 Branch Street, Augusta, GA 30901



CONSTRUCTION DOCUMENTS / ISSUED FOR PERMIT

PROJECT TEAM
CIVIL ENGINEER
N/A

LANDSCAPE ARCHITECT
N/A

STRUCTURAL ENGINEER
N/A

ARCHITECT OF RECORD:
VIRGO GAMBILL ARCHITECTS
3810 OAK DRIVE
AUGUSTA, GA 30901
TEL: 706.736.3661
FAX: 706.736.4552
DRAWINGS@VIRGOGAMBILL.COM

FIRE PROTECTION &
PLUMBING ENGINEER
N/A

MECHANICAL ENGINEER
N/A

ELECTRICAL ENGINEER
N/A



MEMBERS OF
THE AMERICAN
INSTITUTE OF
ARCHITECTS

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CITY OF AUGUSTA HOUSING & DEV.

AUGUSTA ADA HOUSING

1216 Branch Street, Augusta, GA 30901

PROJECT NO.:

DATE:

DRAWN BY:

CHECKED BY:

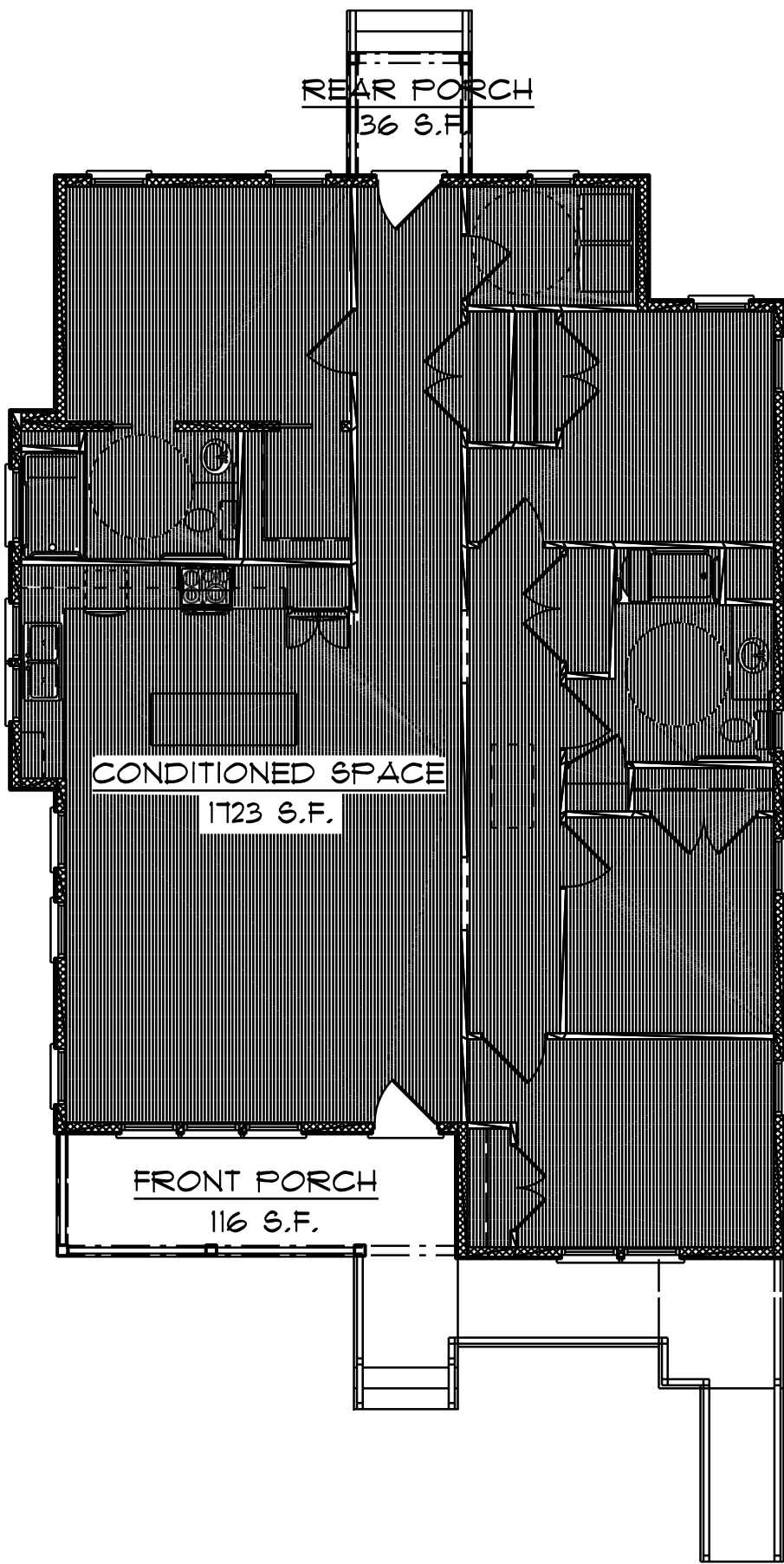
REVISION: 2-21-2023

COVER

SHEET
NUMBER: **G000**



AREA PLAN

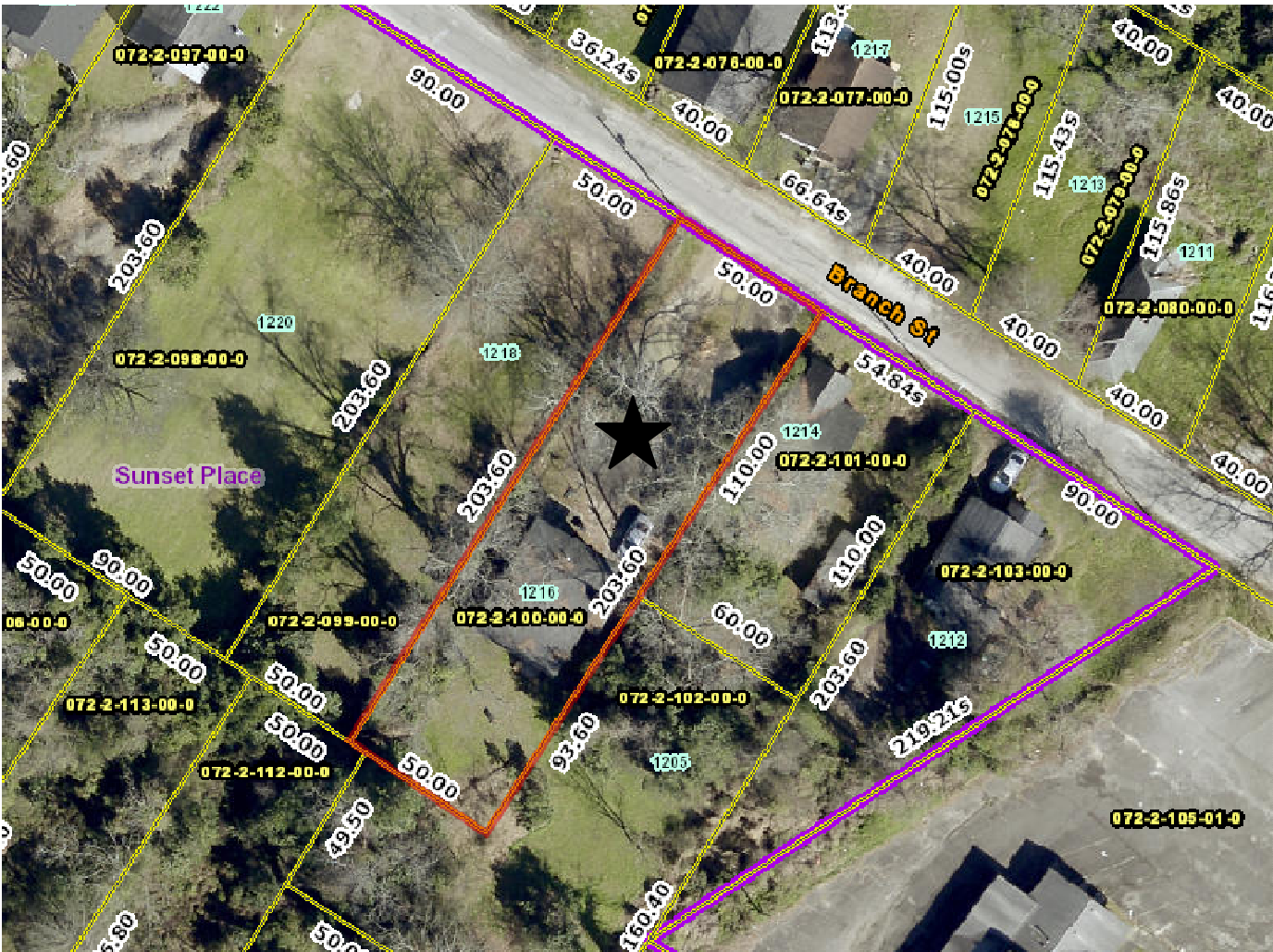


BUILDING AREA	
SPACE	AREA
CONDITIONED SPACE	1723 S.F.
FRONT PORCH	116 S.F.
REAR PORCH	36 S.F.
TOTAL	1875 S.F.

DRAWING INDEX

Sheet Number	Sheet Name
G000	COVER
G001	CODE INDEX & GENERAL NOTES
G002	SPECIFICATIONS
G003	ACCESSIBILITY DETAILS
A100	SITE PLAN
A101	FOUNDATION / SLAB PLAN
A102	FLOOR PLAN
A103	ROOF PLAN
A201	ELEVATIONS
A202	ELEVATIONS
A301	SECTIONS
A401	ENLARGED PLANS
A402	ENLARGED PLANS
A601	DETAILS
A701	SCHEDULES & DIAGRAMS
A801	INTERIOR ELEVATION
E101	ELECTRICAL PLAN

SITE MAP



CODE ANALYSIS				TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE PLANS, SPECIFICATIONS AND ADDENDA COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF ISSUANCE FOR CONSTRUCTION.			
PROJECT DESIGNED IN ACCORDANCE WITH:							
CODE		EDITION		ADOPTED APPENDICES			
1.	IRC - INTERNATIONAL RESIDENTIAL CODE	2018 EDITION		WITH GEORGIA AMENDMENTS			
2.	IPC - INTERNATIONAL PLUMBING CODE	2018 EDITION					
3.	NEC - NATIONAL ELECTRICAL CODE	2020 EDITION					
4.	IECC - INTERNATIONAL ENERGY CONSERVATION CODE	2015 EDITION					
5.	ADA - STANDARDS FOR ACCESSIBLE DESIGN	2010 EDITION					
BASIC REVIEW INFORMATION				SEISMIC DESIGN CATEGORY <C>			
1.	PRIMARY OCCUPANCY CLASSIFICATION R-3 RESIDENTIAL						
2.	TYPE OF CONSTRUCTION: VB						
3.	TOTAL FLOOR AREA = <u>1,833 S.F.</u>						
4.	BUILDING HEIGHT: 18'-9" TO RIDGE						
5.	DESIGN LOADS: LIVING AREAS: 40 PSF LIVE LOAD: 20 PSF DEAD LOAD: 20 PSF TOTAL: 40 PSF CEILING: LIVE LOAD (UNINHABITABLE ATTIC, LIMITED STORAGE): 20 PSF DEAD LOAD: 10 PSF TOTAL: 30 PSF						

GENERAL CONSTRUCTION NOTES	
(APPLIES TO ENTIRE PROJECT WORK):	
1.	IF DISCREPANCIES ARE FOUND ANYWHERE IN THE CONTRACT DOCUMENTS, IMMEDIATELY REQUEST, IN WRITING, CLARIFICATION FROM THE ARCHITECT.
2.	IF THERE ARE CONFLICTS BETWEEN THESE DRAWINGS AND THE PROJECT SPECIFICATIONS, THE MORE DETAILED DOCUMENT IN RELATION TO THE ITEM IN QUESTION GOVERNS. GENERALLY, BUT NOT ALWAYS, THIS WILL BE THE SPECIFICATIONS. WHEN IN DOUBT, CONSULT THE ARCHITECT.
3.	SYMBOLS ON CONSTRUCTION DOCUMENTS DENOTE GENERALLY LOCATED WORK AREAS. THERE ARE LIKELY TO BE OTHER AREAS REQUIRING WORK THAT ARE NOT ANNOTATED ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CLOSELY INSPECTING THE ENTIRE PROJECT FOR OTHER SIMILAR AREAS TO THE ANNOTATED WORK AREAS. ALL SUCH WORK AREAS SHALL BE INCLUDED IN THE CONTRACTOR'S BID AND SUBSEQUENT WORK, WHETHER ACTUALLY ANNOTATED ON THE DRAWINGS OR NOT.
4.	DO NOT SCALE FROM THESE DRAWINGS. USE ONLY ANNOTATED DIMENSIONS AS SHOWN ON THE DRAWINGS. IF ANY DIMENSIONS ARE MISSING, CONFLICT WITH OTHER DIMENSIONS, OR OTHER DIMENSIONING PROBLEMS ARE ENCOUNTERED, REQUEST, IN WRITING, ADDITIONAL INFORMATION FROM THE ARCHITECT.
5.	PROVIDE TEMPORARY CONSTRUCTION BARRIERS TO SECURE PROPERTY AND TO PROTECT PUBLIC.
6.	REMOVE FROM PREMISES ALL DEMOLITIONS AND CONSTRUCTION WASTE. DISPOSE OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
7.	SEGREGATE ANY HAZARDOUS WASTE MATERIAL, STORE AND DISPOSE OF ACCORDING TO ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
8.	THERE ARE TO BE NO UNFINISHED EXPOSED SURFACES IN THIS PROJECT, SUCH AS WOOD, METAL, ETC. PAINT SUCH SURFACES IN ACCORDANCE WITH THE FINISH SCHEDULE AND SPECIFICATION SECTION. CONSULT ARCHITECT IF QUESTIONS ARISE.
9.	PREPARE SURFACES TO BE PAINTED IN ACCORDANCE WITH PAINT MANUFACTURER'S INSTRUCTIONS. PRIME AND PAINT WITH A MINIMUM OF ONE PRIME COAT AND TWO FINISH COATS OF PAINT, ACCORDING TO SPECIFICATIONS.
10.	SEAL, CAULK, GLAZE, ETC. AS NECESSARY TO ENSURE WATER TIGHTNESS OF BUILDING AROUND ALL DOORS, WINDOWS, TRIM, MOLDINGS, CORNICE, FASCIA, ETC.

ARCHITECTURALS SYMBOLS LEGEND	
SYMBOL	DESCRIPTION
FOYER II	ROOM OR AREA NUMBER
3	WALL TYPE
102A	DOOR NUMBER
A	WINDOW TYPE
I A102	ELEVATION DETAIL MARKER
I A102	ARROW INDICATES DIRECTION
I A102	SECTION DETAIL MARKER
I A102	SECTION NO. ABOVE SHEET NO. BELOW ARROW INDICATES DIRECTION

DIMENSION NOTES
ALL EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF WOOD STUD (EDGE OF SLAB) OR OUTSIDE EDGE OF MASONRY.
INTERIOR DIMENSIONS TO EXTERIOR WALLS ARE TO THE OUTSIDE FACE OF WOOD STUD (EDGE OF SLAB).
INTERIOR DIMENSIONS TO INTERIOR WOOD STUD WALLS ARE TO THE FACE OF THE WOOD STUD.

DOOR NOTES
ALL DOORS SHALL BE LOCATED IN PROPOSED WALLS AS INDICATED BY THE DIAGRAM BELOW, UNLESS SHOWN OTHERWISE AT PLAN AND/OR JAMB DETAILS. THESE DIMENSIONS ARE REFERENCED AS A BASIC GUIDE FOR THE CONTRACTOR, HOWEVER CERTAIN CONDITIONS SHALL VARY AND CONSTITUTE DOOR LOCATION ACCORDING TO DETAILS INDICATED ON DRAWINGS.
ALL DIMENSIONS WITH "ADA" NOTATION ARE MINIMUM AND MUST BE MAINTAINED AT ALL LOCATIONS IN WHICH ACCESSIBILITY BY THE AMERICAN WITH DISABILITIES ACT IS REQUIRED.

DRAWING ABBREVIATIONS			
AB. ACT AFF. AL. ALT. APPROX. ARCH. BD. B.F. BLDG BLK BLKG BM. BOT. BTWN. CATH. C C.J. CLG. CLR. C.M.U. COL. CONC. CONN. CONSTR. CONT. C.T. DEG. DET./DTL. DIAG. DIA. DN. DS. DWG. EA. E.J. EL. ELEC. ENCL. EQ. EQUIP. E.W. EXP. EXT. F.D. FDN. F.E. F.F. FIN. FLR. OR FL. FND. F.O. F.O.B. F.O.S. T & B F.S. FT. FTG. TYP. GA. GALV. G.C. GL. GYP. GYP. BD. H.B.	ANCHOR BOLT ACOUSTICAL CEILING TILE ABOVE FINISHED FLOOR ALUMINUM ALTERNATE APPROXIMATE ARCHITECTURAL BOARD BARRIER FREE BUILDING BLOCK OR BLACK BLOCKING BEAM BOTTOM BETWEEN CATHEDRAL CENTERLINE CONTROL JOINT CEILING CLEAR CONCRETE MASONRY UNIT COLUMN CONCRETE CONNECTION CONSTRUCTION CONTINUOUS CERAMIC TILE DEGREE DETAIL DIAGONAL DIAMETER DOWN DOWNSPOUT DRAWING EACH EXPANSION JOINT ELEVATION ELECTRICAL ENCLOSURE EQUAL EQUIPMENT EACH WAY EXPANSION EXTERIOR FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FINISHED FLOOR FINISH FLOOR FOUNDATION FACE OF FACE OF BRICK FACE OF SLAB TOP AND BOTTOM FULL SIZE FOOT OR FEET FOOTING THK. THICK TYPICAL GAUGE GALVANIZED GENERAL CONTRACTOR GLASS GYPSUM GYPSUM BOARD HOSE BIBB	HDWD HDWR H.M. HT. HVAC INCL. INSUL. INT. JNT. JST. LAV. LIT. MAX. MECH. MFR. MIN. MISC. M.O. MTL. N NO. N.I.C. NOM. N.T.S. O.C. O.D. OH. OPG. PL PLYWD. F.L. FT. FR. R REFR. REINF. REQD RM. R.O. S S.C. SCHD. SECT. SF SHT. SIM. SPEC SQ. S.S. STAGG. STD. F.O.B. T & B TR. T.O. TYP. VERT. W W/ W.H. W.I.C. W.C. WD. W/O YD.	HARDWOOD HARDWARE HOLLOW METAL HEIGHT HEATING, VENTILATION AND AIR CONDITIONING INCLUDED INSULATION INTERIOR JOINT JOIST LAVATORY LIGHT MAXIMUM MECHANICAL MANUFACTURER MINIMUM MISCELLANEOUS MASONRY OPENING METAL NORTH NUMBER NOT IN CONTRACT NOMINAL NOT TO SCALE ON CENTER OUTSIDE DIAMETER OVERHANG OPENING PLATE PLYWOOD PROPERTY LINE PAINTED PAIR RISER REFRIGERATOR REINFORCED REQUIRED ROOM ROUGH OPENING SOUTH SOLID CORE SCHEDULE SECTION SQUARE FOOT SHEET SIMILAR SPECIFICATION SQUARE STAINLESS STEEL STAGGERED STANDARD FACE OF BRICK TOP AND BOTTOM TREAD TOP OF TYPICAL VERTICAL WEST WITH HOT WATER HEATER WALK IN COOLER WATER CLOSET WOOD WITHOUT YARD

ENERGY CODE COMPLIANCE							
Project							
Energy Code:	2015 IECC						
Location:	Augusta, Georgia						
Construction Type:	Single-family						
Project Type:	New Construction						
Conditioned Floor Area:	1,723 ft2						
Glasing Area:	18%						
Climate Zone:	3 (2565 HDD)						
Permit Date:							
Permit Number:							
Construction Site:	Owner/Agent:	Designer/Contractor:					
		Joe Gambill Virgo Gambill Architects 3810 Oak Drive Augusta, GA 30907 (706)-756-3661					
Compliance: Passes using UA trade-off							
Compliance: 3.6% Better Than Code Maximum UA: 186 Your UA: 185 Maximum SHGC: 0.25 Your SHGC: 0.25							
This is better or worse than code index reflects how close to compliance the house is based on code trade-off rules. It DOES NOT provide an estimate of energy use or cost relative to a minimum-code home.							
NOTE: Slab-on-grade treadoffs are no longer considered in the UA or performance compliance path in REScheck. Each slab-on-grade assembly in the specified climate zone must meet the minimum energy code insulation R-value and depth requirements.							
Envelope Assemblies							
Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Prop. U-Factor	Req. U-Factor	Prop. UA	Req. UA
Ceiling 1: Flat Ceiling or Scissor Truss	1,723	38.0	0.0	0.030	0.030	52	52
Wall 1: Wood Frame, 16" o.c.	1,189	13.0	0.0	0.060	0.060	56	56
Window 1: Wood Frame/Double Pane with Low-E SHGC: 0.25	111			0.300	0.350	63	74
Door 1: Solid	40			0.360	0.350	14	14
Floor 1: Slab-On-Grade/Unheated Insulation depth: 0.0'	180		0.0	1.042	0.047	0	0
Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2015 IECC requirements in REScheck Version 4.7.2 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.							
Name - Title		Signature		Date			
Project Title:		Report date: 12/13/22					
Data filename: C:\Users\Sean\OneDrive\Documents\REScheck\1216 branch street.rck		Page 1 of 9					

WALL TYPES	
EXTERIOR WALL TYPES	
E1	VINYL SIDING-SEE ELEV. 1/2" PLYWD. SHEATHING. 2x6 WD STUDS @ 16" O.C., SPRAY FOAM INSULATION; ONE LAYER 1/2" GYP. BD. @ INT SIDE.
E2	VINYL SIDING- SEE ELEV. 1/2" PLYWD. SHEATHING. 2X4 WD STUDS @ 16" OC,SPRAY FOAM INSULATION; ONE LAYER 1/2" GYP. BD. AT INTERIOR SIDE.
INTERIOR WALL TYPES	
I	2X4 WD. STUD @ 16" OC FILL W/ 3 1/2" FIBERGLASS SOUND ATTENUATION INSUL. BLANKETS ONE LAYER 1/2" GYP. BD. EACH SIDE
2	2X6 WD. STUD @ 16" OC FILL W/ 5 1/2" FIBERGLASS SOUND ATTENUATION INSUL. BLANKETS ONE LAYER 1/2" GYP. BD. EACH SIDE
TYP. ROOF CONSTRUCTION	
TYP. ROOF ASSEMBLY TYPE 1: ANTIFUNGAL 30-YEAR ARCHITECTURAL ASPHALT ROOF SHINGLES COMPATIBLE UNDERLAYMENT PER SHINGLE MFR. 5/8" PLYWD. SHEATHING ON TRUSS OR RAFTERS (SEE ROOF PLAN)	
TYP. ROOF ASSEMBLY TYPE 2: STANDING SEAM MTL. ROOF COMPATIBLE UNDERLAYMENT PER ROOFING MFR. 5/8" PLYWD. SHEATHING ON TRUSS OR RAFTERS (SEE ROOF PLAN)	

3810 OAK DRIVE, AUGUSTA, GA 30907 (706) 756-3661 www.VIRGOGAMBILL.com
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AUGUSTA ADA HOUSING
CITY OF AUGUSTA HOUSING & DEV.
1327 Eleventh Street, Augusta, Ga, 30901

PROJECT NO.:
DATE:
DRAWN BY:
CHECKED BY:
REVISION: 2-21-2023

CODE, INDEX & GENERAL NOTES
SHEET NUMBER: G001

GENERAL CONDITIONS

A. THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION: STANDARD FORM OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, STANDARD FORM OF THE AMERICAN INSTITUTE OF ARCHITECTS, CURRENT EDITION, SHALL APPLY TO ALL WORK IN THIS CONTRACT, EXCEPT AS SPECIFICALLY MODIFIED BELOW AND/OR BY THE AGREEMENT.

B. ALL WORK FOR THIS PROJECT SHALL COMPLY WITH THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), AMERICANS WITH DISABILITIES ACT, AND WITH THE APPLICABLE BUILDING CODE AND LOCAL LAWS.

C. ALL VIRGO GAMBILL ARCHITECTS' DRAWINGS AND ALL CONSTRUCTION NOTES ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY EITHER WILL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR REFERRED TO ON ANY ONE SET OF DRAWINGS SHALL BE PROVIDED AS THOUGH SHOWN ON ALL RELATED DRAWINGS.

D. ALL WORK LISTED IN THESE CONSTRUCTION NOTES AND SHOWN OR IMPLIED ON ALL DRAWINGS ALL WORK LISTED IN THESE CONSTRUCTION NOTES AND SHOWN OR IMPLIED ON ALL DRAWINGS SHALL BE COORDINATED BY THE CONTRACTOR, SUPPLIED AND INSTALLED BY THE SELECTED SUBCONTRACTOR EXCEPT AS OTHERWISE NOTED. HOWEVER, THE CONTRACTOR SHALL CLOSELY COORDINATE ALL WORK, INCLUDING OUTSIDE CONTRACTORS, TO ASSURE THAT ALL SCHEDULES ARE MET.

E. THE CONSTRUCTION NOTES AND/OR DRAWINGS ARE SUPPLIED TO ILLUSTRATE THE DESIGN AND GENERAL TYPE OF CONSTRUCTION DESIRED AND ARE INTENDED TO IMPLY TO THE FINEST QUALITY OF CONSTRUCTION, MATERIAL AND WORKMANSHIP THROUGHOUT.

F. THE WORK OF THIS PROJECT INCLUDES CONSTRUCTION WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN BUT NOT NECESSARILY LIMITED TO GENERAL CONSTRUCTION, MECHANICAL, ELECTRICAL, AND FIRE PROTECTION WORK.

G. EXECUTE THE WORK DESCRIBED IN THESE SPECIFICATIONS AND SHOWN ON THE DRAWINGS, AND EXECUTE THE WORK DESCRIBED IN THESE SPECIFICATIONS AND SHOWN ON THE DRAWINGS, AND OTHER WORK NECESSARY TO COMPLETE THE PROJECT, IN A THOROUGHLY SUBSTANTIAL AND WORKMANLIKE MANNER, BY PERSONS THOROUGHLY EXPERIENCED IN THEIR PARTICULAR TRADE OR CRAFT.

H. CONSULT DRAWINGS AND PLAN WORK SO THAT THE EXCAVATED MATERIAL, NEW BUILDING MATERIALS, ETC. ARE NOT PLACED WHERE THEY WILL INTERFERE WITH THE WORK OF OTHERS.

J. ALL CONTRACTORS SHALL NOTIFY VIRGO GAMBILL ARCHITECTS IMMEDIATELY IF THEY CANNOT COMPLY WITH ALL NOTES CALLED FOR ON THESE PAGES AND ON ALL OTHER VIRGO GAMBILL DRAWINGS OR DOCUMENTS.

K. THE CONTRACTOR SHALL NOTIFY VIRGO GAMBILL ARCHITECTS OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, THESE NOTES, AND FIELD CONDITIONS, BEFORE SUBMITTING A PROPOSAL, AND REQUEST CLARIFICATION.

L. FIELD VERIFY DIMENSIONS OF EXISTING CONDITIONS, IF ANY, THAT AFFECTS THE WORK. TAKE RESPONSIBILITY FOR THE CORRECTNESS OF MEASUREMENTS AND VERIFY GRADES, LINES, LEVELS, ELEVATIONS, AND DIMENSIONS SHOWN PRIOR TO COMMENCING WORK.

M. BEFORE SUBMITTING A PROPOSAL, ALL CONTRACTORS SHALL VISIT THE PREMISES, FAMILIARIZE BEFORE SUBMITTING A PROPOSAL, ALL CONTRACTORS SHALL VISIT THE PREMISES, FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND SATISFY THEMSELVES AS TO THE NATURE AND SCOPE OF WORK.

N. THE SUBMISSION OF A PROPOSAL SHALL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIAL OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN HAD SUCH AN EXAMINATION BEEN MADE, WILL NOT BE RECOGNIZED.

O. ALL CONTRACTORS SHALL CONTACT THE OWNER TO DETERMINE THE BUILDING REQUIREMENTS FOR CONSTRUCTION, WHICH WILL INDICATE WHEN AND HOW DELIVERIES CAN BE MADE (SEE BELOW), WHAT PHASES OF CONSTRUCTION CAN BE DONE ON REGULAR OR OVERTIME, INSURANCE REQUIREMENTS AND IN GENERAL, ANY SPECIAL BUILDING REQUIREMENTS WHICH WILL AFFECT THEIR WORK. IF ADDITIONAL OVERTIME WORK IS REQUIRED BY ANY TRADE, APPROVAL MUST BE OBTAINED PRIOR TO THE EXECUTION OF ANY WORK, INCLUDING COST.

P. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL FURNISH A CONSTRUCTION SCHEDULE SHOWING THE CHRONOLOGICAL PHASES OF WORK, AND ALL RELATED WORK FOR THE COMPLETION OF THE PROJECT. THIS SCHEDULE SHALL INDICATE ALL ORDERING LEAD-TIME, LENGTH OF TIME FOR EACH PHASE, ITS START AND COMPLETION, WITH A PROJECTED COMPLETION DATE.

Q. THE SUB-CONTRACTOR, AND ANY OTHER CONTRACTOR INVOLVED IN THIS PROJECT SHALL TAKE NOTE THAT ANY COST ACCRUED BY DEFECTIVE OR TIMED WORK, AS A RESULT OF, BUT NOT LIMITED TO, INFERIOR WORKMANSHIP OR MATERIALS, IMPROPER SCHEDULING OR DELINQUENT ORDERING SHALL BE BORNE BY THE PARTY RESPONSIBLE. ADDITIONAL CHARGES SHALL INCLUDE BUT NOT BE LIMITED TO: FREIGHT ELEVATOR CHARGES, FREIGHT COSTS, HANDLING AND STORAGE OF FURNITURE AND OR WORKSTATIONS, AND ANY OTHER CHARGES WHICH ARE LABOR ORIENTED INCLUDING OVERTIME.

R. THE USE OF THE WORDS "PROVIDE" OR "PROVIDED" IN CONNECTION WITH ANY ITEM SPECIFIED, IS INTENDED TO MEAN, UNLESS OTHERWISE NOTED, THAT SUCH SHALL BE FURNISHED AND INSTALLED AND CONNECTED WHERE SO REQUIRED.

S. WHERE THE TERMS "APPROVED EQUAL", "OTHER APPROVED", "EQUAL TO", "ACCEPTABLE" OR OTHER GENERAL TERMS ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE RULING AND JUDGMENT OF VIRGO GAMBILL ARCHITECTS. FOR EACH PROPOSED SUBSTITUTION, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR FULL SIZE SAMPLES FOR INSPECTION.

U. MANUFACTURERS OF SPECIFIED ITEMS ARE NOTED FOR QUALITY AND DESIGN. SUBSTITUTE PRODUCTS ARE SUBJECT TO APPROVAL BY ARCHITECT. THE CONTRACTOR IS ENCOURAGED TO SUBMIT ALTERNATE PRODUCTS FOR CONSIDERATION IN AN EFFORT TO REDUCE THE CONSTRUCTION COST OR TIME. REASONABLE REQUESTS WILL BE REVIEWED FOR COMPLIANCE WITH THE INTENT OF THE CONSTRUCTION DOCUMENTS.

V. CERTAIN SCHEDULES OF MATERIAL, DIAGRAMS OF RISERS, AND SIMILAR INFORMATION MAY ACCOMPANY THE DRAWINGS IN ORDER TO ACCOMMODATE THE CONTRACTOR AND SUBCONTRACTORS, AND TO AVOID A CONFUSING AMOUNT OF LETTERING ON THE DRAWINGS. THESE ARE INTENDED TO BE USED IN CONJUNCTION WITH THE DRAWINGS AND SPECIFICATIONS, BUT ARE NOT TO BE INTERPRETED IN ANY MANNER AS MODIFYING OR RESTRICTING SUCH DRAWINGS OR THE SPECIFICATIONS. SCHEDULES OF MATERIALS OR ROOM FINISHES ARE FURNISHED AS A CONVENIENCE ONLY, AND THERE IS NO GUARANTEE THAT ANY SCHEDULE INCLUDES ALL OF THE WORK OR MATERIALS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.

W. THE CONTRACTOR SHALL PROVIDE CUT SHEETS OF ALL FIXTURES AND EQUIPMENT CALLED FOR ON VIRGO GAMBILL ARCHITECTS' DRAWINGS, I.E. LIGHT FIXTURES, HARDWARE, ETC.

X. THE CONTRACTOR SHALL PROVIDE ALL FABRICATION SHOP DRAWINGS AND FIXTURE CUT SHEETS TO VIRGO GAMBILL ARCHITECTS FOR APPROVAL. ALL SHOP DRAWINGS AND CUTS SIGNED "APPROVED" SHALL SUPERSEDE ORIGINATING DRAWINGS IN DESIGN APPEARANCE ONLY. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR ERRORS IN THEIR DRAWINGS. VIRGO GAMBILL ARCHITECTS' APPROVAL OF SHOP DRAWINGS AND/OR CUTS SHALL BE FOR CONFORMANCE TO THE CONTRACT DOCUMENTS, ONLY, AND SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR FIT AND FINISH, COORDINATION OF RELATED WORK BY OTHER SUB-CONTRACTORS, FIELD MEASUREMENTS, OR FIELD CONDITIONS.

Y. THE CONTRACTOR SHALL PROPERLY PROTECT THE BUILDING OWNER'S AND ANY ADJOINING PROPERTY OR WORK AND ANY DAMAGE TO SAME CAUSED BY HIS WORK OR WORKMEN MUST BE MADE GOOD WITHOUT DELAY.

Z. THE CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES.

AA. THE CONTRACTOR UPON ACCEPTANCE OF THE DRAWINGS ASSUMES RESPONSIBILITY FOR THE CONSTRUCTION, MATERIALS AND WORKMANSHIP OF THE WORK DESCRIBED IN THESE NOTES AND DRAWINGS, AND THEY WILL BE EXPECTED TO COMPLY WITH THE SPIRIT, AS WELL AS THE LETTER IN WHICH THEY WERE WRITTEN.

BB. THOSE PERFORMING WORK AS A SUBCONTRACTOR MUST EXAMINE SUBSTRATES AND CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE CONTRACTOR IN WRITING, OF CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK. COMMENCEMENT OF WORK BY A TRADE ON A SURFACE OR CONSTRUCTION SHALL IMPLY ACCEPTANCE OF SUCH SURFACE OR CONSTRUCTION. DO NOT PROCEED WITH INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

CC. PRODUCTS AND MATERIALS SHALL BE INSTALLED IN STRICT CONFORMANCE WITH THE MANUFACTURERS' PUBLISHED RECOMMENDATIONS. PROVIDE A COPY OF THE MANUFACTURERS' INSTALLATION RECOMMENDATIONS UPON REQUEST OF ARCHITECT.

DD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY AND WARRANT THAT THIS INTENT THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY AND WARRANT THAT THIS INTENT SHALL BE MADE EVIDENT IN AGREEMENT WITH THE OWNER.

EE. DURING PERFORMANCE OF WORK, BE RESPONSIBLE FOR PROVISION AND MAINTENANCE OF WARNING SIGNS, LIGHT SIGNAL DEVICES, GUARD LIGHTS, BARRICADES, GUARD RAILS, FENCES AND OTHER DEVICES, APPROPRIATELY LOCATED ON AND AROUND THE JOB SITE WHICH GIVE PROPER AND UNDERSTANDABLE WARNING TO PERSONS WITH REGARD TO HAZARDOUS CONDITIONS, EQUIPMENT AND OPERATIONS BEING PERFORMED IN CONJUNCTION WITH THE WORK.

FF. ALL REQUIRED EXITS, WAY OF APPROACH THERETO, AND WAY OF TRAVEL FROM THE EXIT INTO ALL REQUIRED EXITS, WAY OF APPROACH THERETO, AND WAY OF TRAVEL FROM THE EXIT INTO THE STREET SHALL CONTINUOUSLY BE MAINTAINED FREE FROM ALL OBSTRUCTIONS AND IMPEDIMENTS FOR UNOBSTRUCTED EGRESS IN THE CASE OF FIRE OR OTHER EMERGENCY.

GG. DURING THE ENTIRE PERIOD OF CONSTRUCTION, THE TELEPHONE NUMBERS OF THE CLOSEST AVAILABLE PHYSICIANS, HOSPITALS, OR AMBULANCES SHALL BE CONSPICUOUSLY POSTED. A TELEPHONE SHALL BE INSTALLED BY THE CONTRACTOR FOR THESE PURPOSES.

HH. THE CONTRACTOR SHALL PROVIDE AND INSTALL FIRE EXTINGUISHERS AS REQUIRED BY THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), BY FIRE DEPARTMENT REGULATIONS.

JJ. THE CONTRACTOR IS RESPONSIBLE FOR PICKING UP THE BUILDING PERMIT AS WELL AS ALL SIGN-OUTS AND EQUIPMENT USE PERMITS REQUIRED.

KK. APPLICABLE STANDARDS OF CONSTRUCTION INDUSTRY HAVE THE SAME FORCE AND EFFECT ON PERFORMANCE OF THE WORK AS IF COPIED DIRECTLY INTO CONTRACT DOCUMENTS OR BOUND AND PUBLISHED THEREWITH. COMPLY WITH STANDARDS IN EFFECT ON THE DATE OF ISSUE OF THE CONTRACT DOCUMENTS, UNLESS OTHERWISE INDICATED.

LL. WARRANT MATERIALS AND WORKMANSHIP FOR A PERIOD OF (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER.

CLEANING

A. THE CONTRACTOR SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS OR DUST FROM LEAVING THE JOB SITE. JOB SITE SHALL BE KEPT ROOM CLEAN AT ALL TIMES DURING THE PROJECT. CONSTRUCTION DEBRIS, EQUIPMENT AND SUPPLIES SHALL BE STORED IN SUCH A WAY AS TO NOT IMPEDE THE PROGRESS OF THE PROJECT OR CREATE A POTENTIAL FIRE HAZARD.

CHANGES IN THE WORK

A. THE OWNER MAY ORDER EXTRA WORK OR MAKE CHANGES BY ALTERING, ADDING TO OR DEDUCTING FROM THE WORK, THE CONTRACT SUM BEING ADJUSTED ACCORDINGLY.

TRANSPORTATION

A. THE RESPECTIVE SUB CONTRACTOR AGREES TO PAY ALL TRANSPORTATION CHARGES ON ALL HIS MATERIALS AND EQUIPMENT TO THE POINT OF DELIVERY AND SHALL BE RESPONSIBLE FOR ALL UNLOADING, CHECKING, AND STORING OF SAME IN CONNECTION WITH THIS CONTRACT.

INSURANCE

A. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS, THE CLIENT, THE OWNER OF THE BUILDING, V.G.A, THE MANAGING AGENTS AND EMPLOYEES OF ALL THE FOREGOING, AND ANY AND ALL MORTGAGAGES, AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES OR EXPENSES BY REASON OR ANY LIABILITY ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF HIS CONTRACT (AND/OR IMPOSED BY LAW UPON ANY AND ALL OF THEM) BECAUSE OF PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ANY PERSON OR PERSONS AND DAMAGE TO PROPERTY ARE DUE OR CLAIMED TO BE DUE TO NEGLIGENCE OF THE CONTRACTOR, THE OWNER OF THE BUILDING, THE MANAGING AGENTS AND EMPLOYEES OF ALL THE FOREGOING, AND ANY AND ALL MORTGAGAGES, OR ANY OTHER PERSON OR FOR ANY OTHER REASON. B. THE CONTRACTOR FURTHER AGREES THAT IT WILL FURNISH SATISFACTORY EVIDENCE OF INSURANCE FROM A REPUTABLE COMPANY OR COMPANIES, INSURING ITS LIABILITY UNDER THIS CONTRACT THE AMOUNTS OF SUCH INSURANCE TO BE AS STATED ABOVE. C. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ITS OWN EXPENSE UNTIL COMPLETION OF THE WORK, THE FOLLOWING FORMS OF INSURANCE: LIMIT AS REQUIRED BY OWNER LIMIT AS REQUIRED BY OWNER. D. THE CONTRACTOR SHALL FURNISH A CERTIFICATE FROM ITS INSURANCE CARRIER THAT OR CARRIERS TO THE AGENT BEFORE COMMENCING WITH THE WORK, SHOWING IT HAS COMPLIED WITH THE REQUIREMENTS REGARDING INSURANCE AND PROVIDING THAT THE INSURER WILL EXTEND TO THE AGENT AND/OR THE OWNER THIRTY DAYS PRIOR NOTICE OF CANCELLATION. E. THE ACCEPTANCE BY THE AGENT AND/OR THE OWNER OF INSURANCE FOR THE LIMITS STATED ABOVE SHALL NOT LIMIT THE LIABILITY OF THE CONTRACTOR HEREUNDER.

SECTION 04810 - UNIT MASONRY ASSEMBLIES

A. WHERE MASONRY CONSTRUCTION IS INDICATED ON DRAWINGS OR WHERE REQUIRED BY CODE TO HAVE FIRE-RESISTANT CONSTRUCTION, PROVIDE MASONRY MATERIAL AND INSTALLATION METHODS NECESSARY TO OBTAIN THE REQUIRED FIRE RATING. B. WHEN THE OUTSIDE AIR TEMPERATURE IS BELOW 40° F, OR EXPECTED TO FALL BELOW 40° F, COMPLY WITH THE RECOMMENDED PRACTICE FOR COLD WEATHER MASONRY CONSTRUCTION SET FORTH BY THE INTERNATIONAL MASONRY INDUSTRY ALL-WEATHER COUNCIL AND BIA TECHNICAL NOTES 1, LATEST REVISION. C. PROTECT MASONRY CONSTRUCTION FROM DIRECT EXPOSURE TO WIND AND SUN WHEN ERECTED IN AN AMBIENT AIR TEMPERATURE OF 99° F IN THE SHADE WITH A RELATIVE HUMIDITY OF LESS THAN 50 PERCENT. D. MATERIALS: 1. CONCRETE BLOCK: a. LOAD-BEARING: ASTM C90-97, TYPE 1. b. NONLOAD-BEARING: ASTM C129-97. 2. BRICK: ASTM C126-97, GRADE SW, TYPE FBS. 3. MORTAR: a. TYPE "N": 750 PSI; FOR NONLOAD-BEARING WALLS. b. NATURAL OR COLORED MORTAR AS SELECTED BY ARCHITECT 6. TIES, ANCHORS, AND REINFORCING, GALVANIZED FOR EXTERIOR WALLS: a. SEE DWG S1.0. 7. FLASHING AND WEEPS: a. SEE ARCHITECTURAL DETAILS. b. PRE-MOLDED RECTANGULAR WEEPS AT BOTTOM 4 TOPS (AS VENTS) OF WALLS. E. WITH CLEAN MASONRY ASSEMBLY AFTER MORTAR IS THOROUGHLY SET AND CURED, IN ACCORDANCE WITH MASONRY UNIT MANUFACTURERS' RECOMMENDATIONS. F. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.

SECTION 06100 - ROUGH CARPENTRY

A. LUMBER STANDARDS: COMPLY WITH DOC P520-94, AMERICAN SOFTWOOD LUMBER STANDARD, AND WITH APPLICABLE GRADING RULES OF INSPECTION AGENCIES CERTIFIED BY AISC'S BOARD OF REVIEW. B. MATERIALS: 1. PRESERVATIVE TREATED WOOD: a. LUMBER: AWPA C2-93 b. PLYWOOD: AWPA C9-93 C. INSTALLATION: 1. FRAME WOOD MEMBERS TO A CLOSE FIT, SET ACCURATELY TO REQUIRED LINES AND LEVELS FRAME WOOD MEMBERS TO A CLOSE FIT, SET ACCURATELY TO REQUIRED LINES AND LEVELS AND SECURE RIGIDLY IN PLACE, CUT AND FIT FRAMING, BLOCKING, AND SIMILAR ITEMS TO ACCOMMODATE OTHER WORK. 2. PRESSURE-TREATED WOOD PRODUCTS: a. FASTENERS/BRACKETS IN CONTACT WITH PRESSURE-TREATED WOOD SHALL BE STAINLESS STEEL OR COATED WITH G-90 (FASTENERS)/G-185 BRACKETS AND CONNECTORS. b. PROVIDE PRESSURE TREATED WOOD FOR ALL FRAMING, BLOCKING, FURRING, NAILING STRIPS, BUILT INTO EXTERIOR MASONRY WALLS, WOOD IN CONTACT WITH CONCRETE AND IN CONJUNCTION WITH ROOFING.

SECTION 08710 - DOOR HARDWARE

A. COMPLY WITH: 1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) REQUIREMENTS USE LATEST EDITION OF AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) REQUIREMENTS, USE LATEST EDITION OF STANDARD AVAILABLE. a. A115.2 "SPECIFICATION FOR STANDARD STEEL DOOR AND FRAME PREPARATION FOR BORED OR CYLINDRICAL LOCKS FOR 1 3/8" AND 1 3/4" DOORS." b. A115-W SERIES "SPECIFICATIONS FOR WOOD AND DOOR FRAME PREPARATION." c. A117.1 "BUILDING AND FACILITIES - PROVIDING ACCESSIBILITY AND USABILITY FOR HANDICAPPED PEOPLE." d. A156 SERIES "DOOR HARDWARE SPECIFICATION." 2. MANUFACTURER: TO THE GREATEST EXTENT POSSIBLE, OBTAIN EACH KIND OF HARDWARE FROM ONLY ONE MANUFACTURER. 3. HARDWARE SUPPLIER SHALL BE AN AUTHORIZED DISTRIBUTOR OF MANUFACTURERS LISTED. 4. HARDWARE SUPPLIER SHALL BE RESPONSIBLE FOR THOROUGHLY DETAILING THE PROJECT TO ENSURE THAT THE ITEMS SPECIFIED WILL PROPERLY FUNCTION IN THE INDICATED LOCATIONS. 5. DOOR HARDWARE AND SCHEDULE: REFER TO DRAWINGS. FINISHES AS INDICATED ON DRAWINGS. 6. ACCESSORIES AND ATTACHMENTS: a. FURNISH HARDWARE WITH SCREWS, THROUGH BOLTS AND OTHER FASTENINGS SUITABLE TO ASSURE PERMANENT ANCHORAGE, WHERE EXPOSED, FASTENINGS SHALL BE COUNTERSUNK. OVAL-HEAD TYPE, (EXCEPT USE FLATHEAD FOR HINGES), AND SHALL MATCH FINISH OF HARDWARE BEING ATTACHED. PROVIDE CONCEALED FASTENINGS WHEREVER POSSIBLE. HARDWARE SHALL NOT BE ATTACHED WITH SELF-TAPPING SCREWS AND SHEET METAL SCREWS. DOOR CLOSERS, CLOSER ARMS, DOOR HOLDERS, HOLDER ARMS AND DOORSTOPS SHALL BE SECURED TO DOORS AND FRAMES WITH FASTENERS SUPPLIED BY THE MANUFACTURER. FLOOR TYPE STOPS AND HOLDERS SHALL BE FASTENED TO THE FLOOR WITH MACHINE SCREWS INTO EXPANSION SHIELDS.

B. INSTALLATION: 1. INSTALL EACH HARDWARE ITEM IN COMPLIANCE WITH THE MANUFACTURERS' PRINTED INSTRUCTIONS AND RECOMMENDATIONS AT MOUNTING HEIGHTS CONFORMING TO THE RECOMMENDED MOUNTING LOCATIONS OF THE BUILDERS' HARDWARE MANUFACTURERS ASSOCIATION, AND THE AMERICANS WITH DISABILITIES ACT. WHEREVER CUTTING AND FITTING IS REQUIRED TO INSTALL HARDWARE ONTO AND INTO SURFACES WHICH ARE LATER TO BE PAINTED OR FINISHED IN ANOTHER WAY, INSTALL EACH ITEM COMPLETELY AND THEN REMOVE AND STORE IN A SECURE PLACE DURING THE FINISH APPLICATION. AFTER COMPLETION OF THE FINISHES, REINSTALL EACH ITEM. DO NOT INSTALL SURFACE-MOUNTED ITEMS UNTIL FINISHES HAVE BEEN COMPLETED ON THE SUBSTRATE. 2. SET UNITS LEVEL, PLUMB, AND TRUE TO THE LINE AND LOCATION. ADJUST AND REINFORCE THE ATTACHMENT SUBSTRATE AS NECESSARY FOR PROPER INSTALLATION AND OPERATION. 3. MORTISE AND CUT TO CLOSE TOLERANCE AND CONCEAL EVIDENCE OF CUTTING IN THE FINISHED WORK. 4. DRILL AND COUNTERSINK UNITS WHICH ARE NOT FACTORY-PREPARED FOR ANCHORAGE FASTENERS. SPACE FASTENERS AND ANCHORS IN ACCORDANCE WITH INDUSTRY STANDARDS. 5. AT FINAL COMPLETION, ADJUST AND CHECK EACH OPERATING ITEM OF HARDWARE AND EACH DOOR TO ENSURE PROPER OPERATION AND FUNCTION OF EVERY UNIT. LUBRICATE MOVING PARTS WITH THE TYPE LUBRICATION RECOMMENDED BY MANUFACTURER (GRAPHITE TYPE IF NOT SPECIFICALLY RECOMMENDED). 6. REPLACE UNITS WHICH CANNOT BE ADJUSTED AND LUBRICATED TO OPERATE FREELY AND SMOOTHLY AS INTENDED FOR THE APPLICATION MADE, WITH NEW HARDWARE. 7. INSTRUCT OWNER OF PROPER ADJUSTMENT AND MAINTENANCE OF HARDWARE AND HARDWARE FINISHES DURING THE FINAL ADJUSTMENT OF HARDWARE.

SECTION 102800 - TOILET ACCESSORIES

A. PRODUCT DELIVERY, HANDLING AND STORAGE: PRODUCT DELIVERY, HANDLING AND STORAGE: 1. RECEIVE, INVENTORY, AND STORE PRODUCTS PRIOR TO INSTALLATION. B. ACCESSORIES: 1. AS INDICATED ON THE DRAWINGS. C. INSTALLATION: 1. FOLLOW MANUFACTURER'S DIRECTION SUITING INSTALLATION CONDITIONS, USING TAMPER-RESISTANT OR CONCEALED FASTENERS. PROVIDE AND INSTALL HANDRAILS IN SIZES AND LOCATIONS AS REQUIRED BY LOCAL AND STATE BUILDING CODES. ATTACH FIRMLY TO WALLS. 3. PROVIDE BLOCKING FOR INSTALLATION OF GRAB BARS AND ALL OTHER TOILET ACCESSORIES.

SECTION 09250 - GYPSUM WALLBOARD

A. CODES AND STANDARDS: 1. GYPSUM ASSOCIATION (GA) "RECOMMENDED SPECIFICATION FOR THE APPLICATION AND FINISHING OF GYPSUM WALLBOARD," GA-216, UNLESS OTHERWISE SPECIFIED HEREIN GYPSUM ASSOCIATION (GA) "RECOMMENDED SPECIFICATION: LEVELS OF GYPSUM BOARD FINISH" GA-214 JOINTLY PUBLISHED BY AWCI, CIGCA, AND POCA. 2. ASTM C645, "STANDARD SPECIFICATION FOR NON-LOADBEARING (AXIAL) STEEL STUDS, RUNNERS (TRACK), AND RIGID FURRING CHANNELS FOR SCREW APPLICATION OF GYPSUM BOARD". 3. ASTM C754 "STANDARD SPECIFICATION FOR INSTALLATION OF STEEL FRAMING MEMBERS TO RECEIVE SCREW ATTACHED GYPSUM". COLD-FORMED METAL FRAMING AND RELATED WORK SHALL BE DESIGNED OF COLD-FORMED STEEL STRUCTURAL MEMBERS. B. MATERIALS: CONFORMING TO ASTM C-36, AND DELIVERED TO THE JOB SITE WITH END TAPERS BEARING UNDERWRITERS LABORATORIES LABEL, WITH THE CORRECT DESIGN NUMBER FOR THESE DRAWINGS AND SPECIFICATION UNLESS SHOWN DIFFERENTLY ON PLANS. WATER-RESISTANT BOARD, 1/2" THICK, TAPERED EDGES, ASTM C-360. 1. SCREWS: TYPE S, BUGLE HEAD, LENGTH AS REQUIRED. CONFORMING TO ASTM C-646. 2. GYPSUM WALLBOARD: TAPERED EDGE, 1/2" THICK.. A. REGULAR: ASTM C36. REGULAR: ASTM C36. B. MOISTURE RESISTANT: ASTM C630. MOISTURE RESISTANT: ASTM C630. 4. TREATMENT MATERIALS: JOINT TYPE AND COMPOUND AS RECOMMENDED BY WALLBOARD MANUFACTURER, CONFORMING TO ASTM C-474-5. CORNER BEADS, METAL TRIM, AND OTHER ACCESSORIES SHALL BE GALVANIZED STEEL. 5. USE 1/2" TILE BACKER BOARD (USG DUROCK OR APPROVED EQUAL) AS A SUBSTRATE FOR TILE TO BE APPLIED TO VERTICAL SURFACES UNLESS OTHERWISE INDICATED. 6. VERIFY THAT THE EXISTING WALL SURFACE IS SMOOTH AND SUITABLE AS A SUBSTRATE FOR THE FINISHES LISTED ON THE FINISH SCHEDULE. 7. Z-FURRING CHANNELS: 26 GAUGE (0.0179" MINIMUM), HOT DIPPED GALVANIZED STEEL, SLOTTED WEB, 3/4" AND 1 1/4" FLANGE WIDTHS. 8. ACCESSORIES: CORNER REINFORCEMENTS, CASING BEADS AND METAL TRIM, FABRICATED FROM 0.012" (MINIMUM) GALVANIZED SHEET STEEL WITH PERFORATED FLANGES, DESIGNED TO RECEIVE JOINT COMPOUND. 9. CONTROL JOINTS: ROLL-FORMED ZINC, OR EXTRUDED VINYL AS MANUFACTURED BY GYPSUM WALLBOARD MANUFACTURER. 10. ACOUSTICAL SEALANT: AS MANUFACTURED BY GYPSUM WALLBOARD MANUFACTURER. 11. STEEL FRAMING: ASTM C754. 12. FINISHING: GA-214. C. INSTALLATION: 1. INSTALL WATER-RESISTANT GYPSUM WALLBOARD IN HIGH-MOISTURE AREAS SUCH AS BATHROOMS. 2. BOARDS OF A MAXIMUM PRACTICABLE LENGTH SHALL BE USED SO THAT AN ABSOLUTE MINIMUM NUMBER OF END JOINTS OCCUR. WALLBOARD JOINTS AT OPENING SHALL BE LOCATED SO THAT NO END JOINT WILL ALIGN WITH THE EDGES OF THE OPENING. 3. TAPE AND JOINT MATERIAL SHALL BE APPLIED TO THE JOINTS APPROXIMATELY FOUR (4) INCHES WIDE. THIS IS TO BE IN A THREE COAT PROCESS, ALLOWING 24 HOURS DRYING TIME BETWEEN COATS. ALL NAILS, SCREW HEADS OR DIMPLES SHALL ALSO RECEIVE A THREE COAT FINISH USING THE SAME MANNER. JOINTS TO BE SANDED SMOOTH. 4. ALL INSIDE CORNERS SHALL BE COATED WITH AT LEAST 2 COATS OF JOINT COMPOUND WITH THE EDGES FEATHERED OUT. 5. FLANGES OF CORNER BEADS AND TRIM SHALL BE CONCEALED BY AT LEAST 2 COATS OF JOINT COMPOUND FEATHERED OUT APPROXIMATELY 9 INCHES ON BOTH SIDES OF THE EXPOSED METAL NOSE. 6. ALL WALLBOARD AND TREATED AREAS SHALL BE SMOOTH AND READY FOR WALL FINISH AS INDICATED ON DRAWINGS

SECTION 099100 - PAINTING

A. DESCRIPTION OF WORK: 1. PREPARATION OF NEW SURFACES, PERFORMANCE AND COMPLETION OF PAINTING AND FINISHING NEW AND EXISTING EXTERIOR AND INTERIOR SURFACES, INCLUDING MECHANICAL AND ELECTRICAL WORK IN FINISHED SPACES. 2. EXCEPT AS OTHERWISE INDICATED, ALL NEW AND EXISTING SURFACES SHALL HAVE FINISH APPLIED EXCEPT AS OTHERWISE INDICATED, ALL NEW AND EXISTING SURFACES SHALL HAVE FINISH APPLIED TO THEM. 3. COLORS: SEE SCHEDULES AND NOTES ON DRAWINGS FOR FINISH COLOR AND MANUFACTURER. 4. G.C. SHALL DO ALL TOUCHUP AT COMPLETION OF THE JOB WHERE OTHER TRADES HAVE MARRED THE PAINTED SURFACES. CLEAN PAINT DROPPING FROM HARDWARE, FLOOR, ETC. B. MAINTENANCE MATERIALS: 1. LEAVE ONE UNOPENED GALLON OF EACH TYPE AND COLOR FOR MAINTENANCE PURPOSES LABEL FOR POSITIVE IDENTIFICATION, INCLUDE DESIGNATION INDICATED ON FINISH SCHEDULE, DATE OF MIXING, AND CROSS REFERENCED MANUFACTURER USED. C. DELIVERY, STORAGE, AND HANDLING: 1. DELIVERY OF MATERIAL: DELIVER IN SEALED CONTAINERS WITH MANUFACTURER'S ORIGINAL LABELS LEGIBLE AND INTACT. 2. STORAGE OF MATERIALS: STORE IN MANNER RECOMMENDED BY THE MANUFACTURER AND AS REQUIRED BY BUILDING CODE AND COMPLY WITH HEALTH AND FIRE REGULATIONS. 3. HANDLING: TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PREVENT FIRE HAZARDS AND SPONTANEOUS COMBUSTION: PLACE COTTON WASTE, CLOTHS AND OTHER HAZARDOUS MATERIALS IN CONTAINERS, REMOVE DAILY FROM THE JOB SITE. D. ENVIRONMENTAL CONDITIONS: COMPLY WITH MANUFACTURERS' RECOMMENDATIONS AS TO ENVIRONMENTAL CONDITIONS UNDER WHICH COATING AND COATING SYSTEMS CAN BE APPLIED. E. PROTECTION: 1. ADEQUATELY PROTECT OTHER SURFACES FROM DAMAGE. MAKE GOOD ANY DAMAGE CAUSED BY FAILURE TO PROVIDE SUITABLE PROTECTION. 2. REMOVAL OF HARDWARE AND MISCELLANEOUS ITEMS: REMOVE ELECTRICAL OUTLET AND SWITCH PLATES, MECHANICAL DIFFUSERS, ESCUTCHEONS, REGISTERS, SURFACE HARDWARE, FITTINGS, FASTENINGS, AND THE LIKE PRIOR TO STARTING WORK. 3. DROP CLOTHS: PROVIDE DROP CLOTHS, SHIELDS, AND PROTECTIVE EQUIPMENT. EXTEND PROTECTION TO SURFACES WITHIN PREPARATION AREAS. F. GUARANTEE: FURNISH ONE-YEAR WARRANTY FOR FULL VALUE OR WORK INCLUDED THIS SECTION. G. MATERIALS: 1. PAINT, VARNISH, AND STAIN RELATED PRODUCTS FOR PRIME, INTERMEDIATE AND FINISHED COATS. PROVIDE TOP LINE PRODUCTION PRODUCTS. 2. REFER TO FINISH SCHEDULE ON DRAWINGS. SUBMIT MANUFACTURERS LITERATURE ON MATERIALS USED TO ARCHITECT FOR REVIEW. 3. MATERIALS NOT SPECIFICALLY INDICATED, BUT REQUIRED, TO BE OF QUALITY NOT LESS THAN REQUIRED BY APPLICABLE FEDERAL OR STATE SPECIFICATION STANDARDS. 4. ALL WORK "PREMIUM GRADE". H. INSPECTION: 1. VERIFY SUBSTRATE SATISFACTORY FOR WORK OF THIS SECTION. DO NOT PROCEED UNTIL DEFECTS HAVE BEEN CORRECTED. 2. BY STARTING PAINTING, THE CONTRACTOR IMPLIES THAT HE HAS ACCEPTED THE SURFACES AS BEING FREE OF DEFECTS. I. PREPARATION: NEW WORK 1. WOOD PRODUCTS TO BE PAINTED: REMOVE SURFACE CONTAMINATION, DIRT, AND MINOR GRIT. SPOT COAT KNOTS, PITCH STREAKS AND SAPPY SECTIONS WITH SEALER. FILL AND NAIL HOLES AND FINE CRACKS AFTER PRIMER HAS DRIED AND SAND SMOOTH. LEVEL WITH SURFACE READY FOR FINISH COAT. 3. WOOD PRODUCTS TO BE STAINED: REMOVE SURFACE CONTAMINATION, DUST AND GRIT. AFTER STAIN COAT, FILL NAIL HOLES WITH MATCHING COLOR FILLER. 4. GYPSUM WALLBOARD: A. REMOVE ANY MINOR SUBSEQUENT CONTAMINATION, DUST, AND DIRT. B. IF SURFACE DEFECTS APPEAR AFTER PRIME COATING, NOTIFY JOB SUPERINTENDENT AND ARCHITECT. REQUIRE DEFECTS REPAIRED BY AND AT EXPENSE OF DRYWALL TRADE. AFTER DEFECTS ARE CORRECTED, PROCEED WITH FINISH PAINTING, AGAIN USING PRIMER OVER REPAIRED AREAS. 5. MECHANICAL AND ELECTRICAL WORK: PREPARE METAL SURFACES AS SPECIFIED HEREIN ABOVE FOR MISCELLANEOUS STEEL AND IRON AS APPLICABLE TO TYPE OF MATERIAL SCHEDULED TO BE PAINTED. REMOVE DIRT, GREASE, AND OIL FROM CANVAS AND COTTON INSULATION COVERING. J. APPLICATION: 1. APPLY PAINT OR FINISH BY METHODS GENERALLY ACCEPTED BY THE TRADE TO ACHIEVE APPROVED FINISHES. 2. COMPLY WITH RECOMMENDATIONS OF PRODUCT MANUFACTURER FOR DRYING TIME BETWEEN SUCCEEDING COATS. 3. VARY COLOR OF SUCCESSIVE UNDERCOATS. 4. SAND AND DUST BETWEEN EACH COAT TO REMOVE DEFECTS VISIBLE FROM A DISTANCE OF 5 FEET. 5. PAINT WALL SURFACES INDICATED ON PLANS USING A MINIMUM OF TWO COATS OF PAINT AND PRIMING WHERE REQUIRED. 6. ALL PAINT WORK SHALL BE FIRST QUALITY WITH NO DEFECTS. 7. DRYWALL PAINT SHOULD BE APPLIED BY ROLLER. PAINT TO WOOD SHALL BE BRUSHED ON. 8. SEAL ALL GYPSUM WALL BOARD TO RECEIVE WALL COVERINGS. WALL COVERINGS TO BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 9. GYPSUM WALLBOARD AND VENEER PLASTER: 1 COAT LATEX PRIMER SEALER. 10. DAMAGED FINISHES INCLUDING PREFINISHED OWNER FURNISHED ITEMS: PREPARE AND FINISH AS THIS WORK IS SCHEDULED FOR NEW WORK. ALL THE ABOVE SURFACES MAY NOT BE ENCOUNTERED DURING THE COURSE OF THIS PROJECT.



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AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.

1327 Eleventh Street, Augusta, GA 30901

PROJECT NO.:

DATE:

DRAWN BY:

CHECKED BY:

REVISION: 2-21-2023

SPECIFICATIONS

SHEET
NUMBER:

G002



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1327 Eeventh street, Augusta, Ga 30901

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DATE:

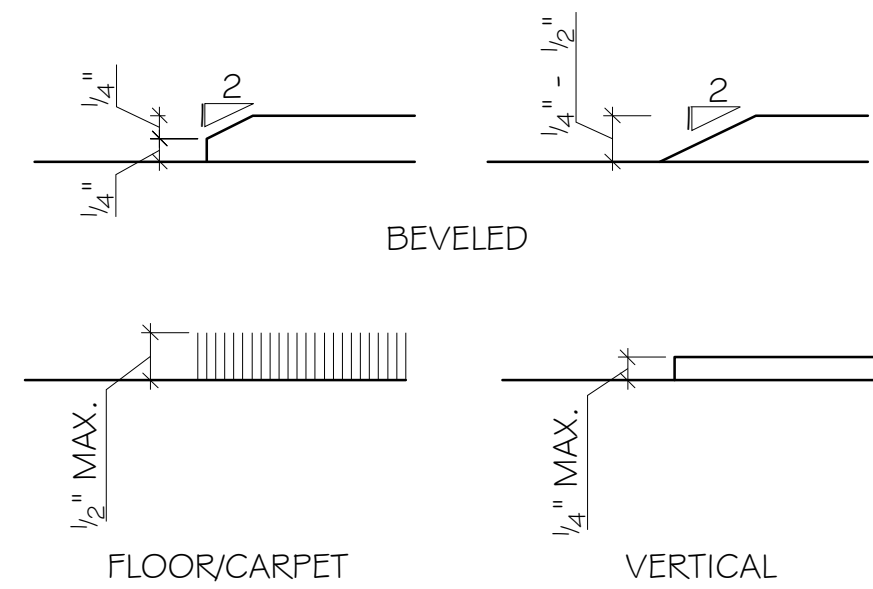
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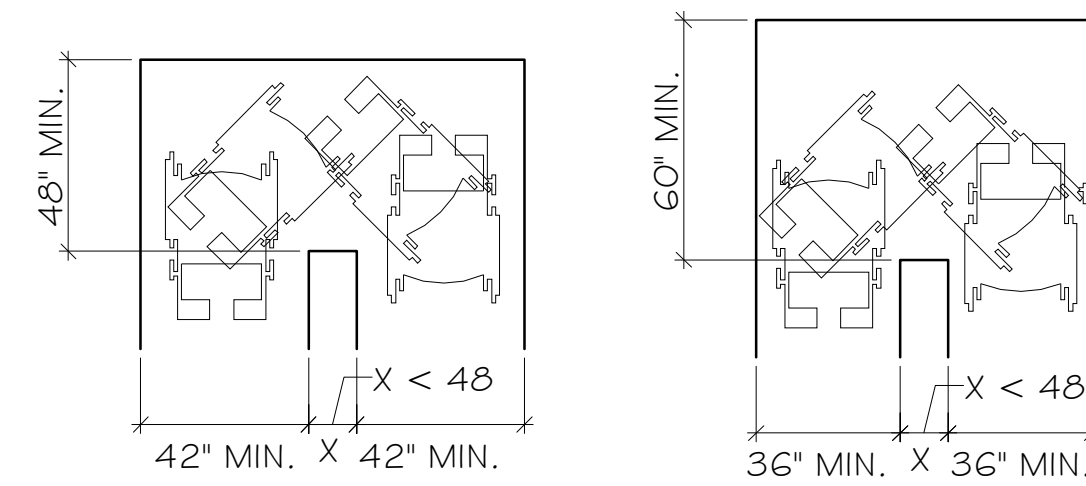
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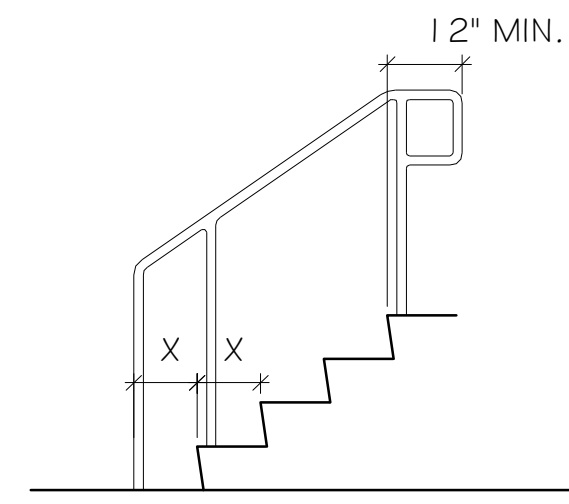
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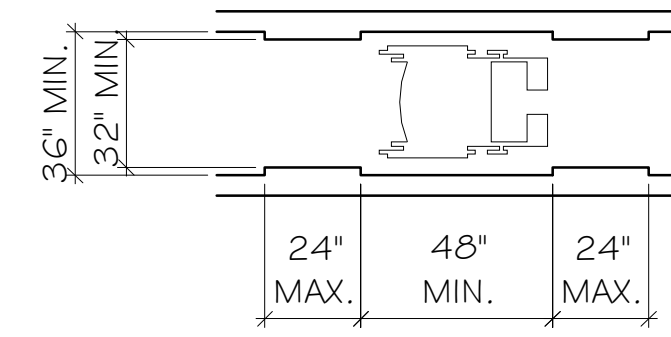
CHANGES IN LEVEL:
(SECTION 303)



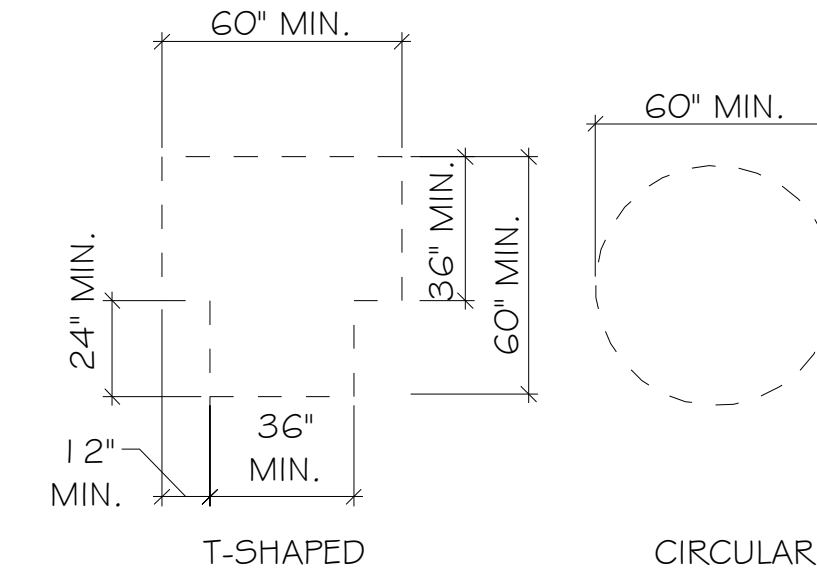
CLEAR WIDTH AT TURN: (SECTION 403.5.2)



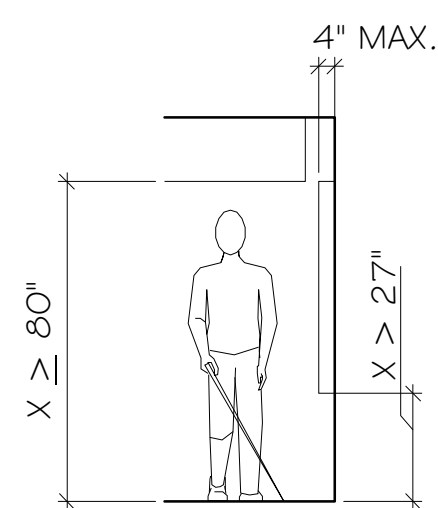
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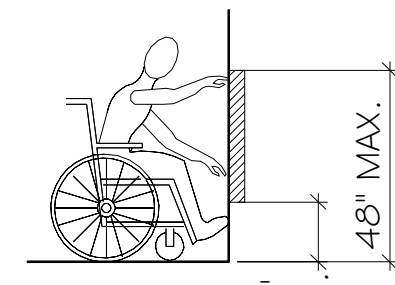
CLEAR WIDTH OF ACCESSIBLE ROUTE:
(SECTION 402)



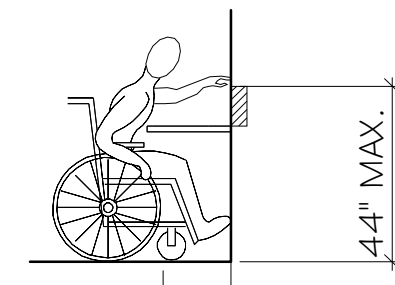
SIZE OF TURNING SPACE:
(SECTION 304)



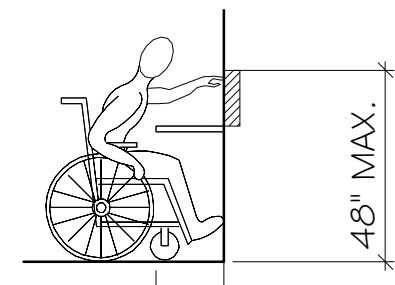
LIMITS OF PROTRUDING OBJECTS:
(SECTION 307)



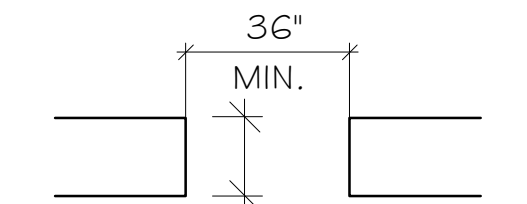
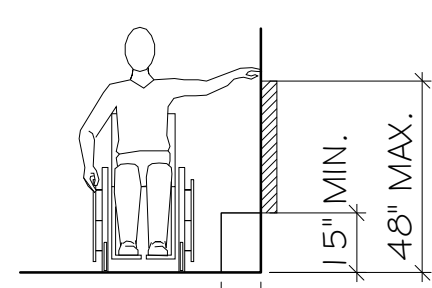
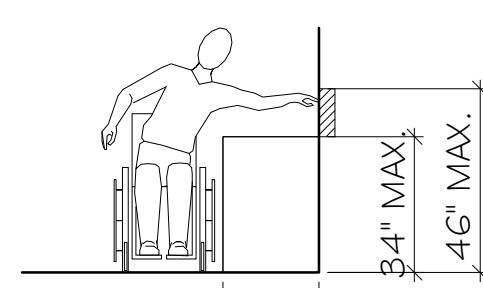
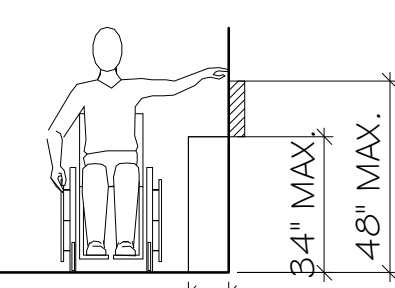
UNOBSTRUCTED FORWARD REACH:
(SECT. 308.2.1)



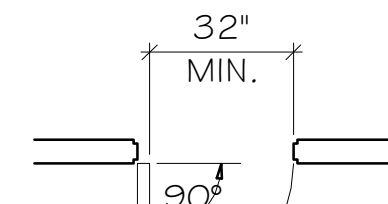
OBSTRUCTED HIGH FORWARD REACH:
(SECTION 308.2.2)



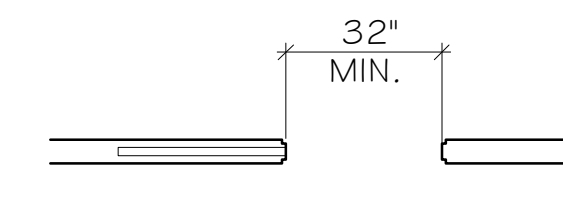
OBSTRUCTED HIGH SIDE REACH: (SECTION 308.3.2)



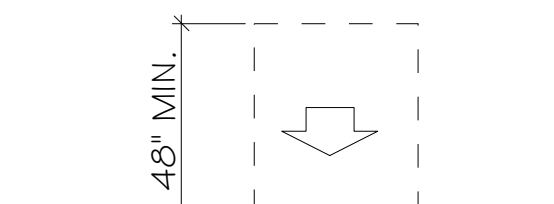
DOORWAYS WITHOUT DOORS



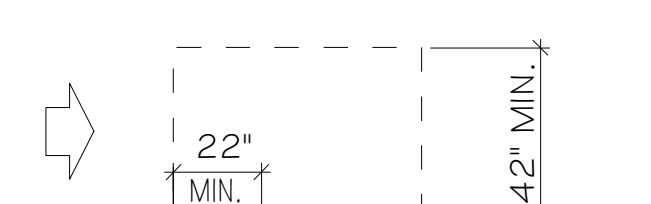
HINGED DOOR



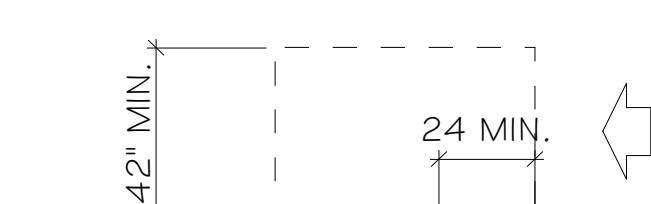
SLIDING DOOR



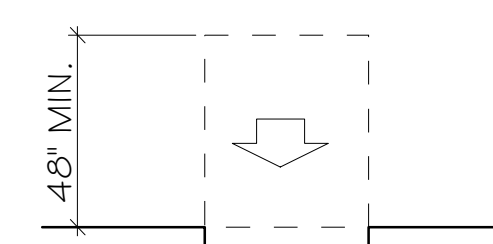
FRONT APPROACH -
SLIDING OR FOLDING DOORS



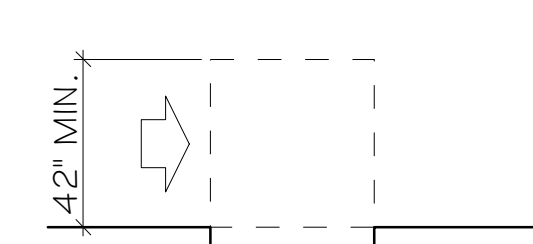
POCKET OR HINGE APPROACH -
SLIDING OR FOLDING DOORS



STOP OR LATCH APPROACH -
SLIDING OR FOLDING DOORS



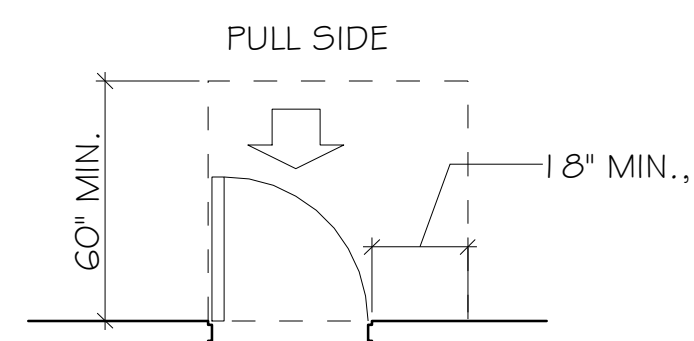
FRONT APPROACH



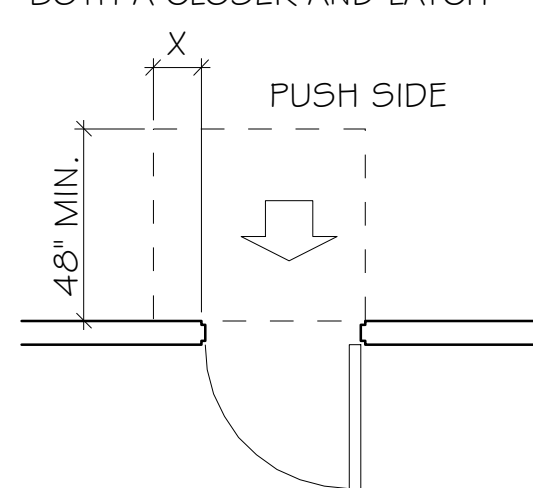
SIDE APPROACH

CLEARANCES AT DOORWAYS WITHOUT DOORS:
SECTION 404.2.4.2

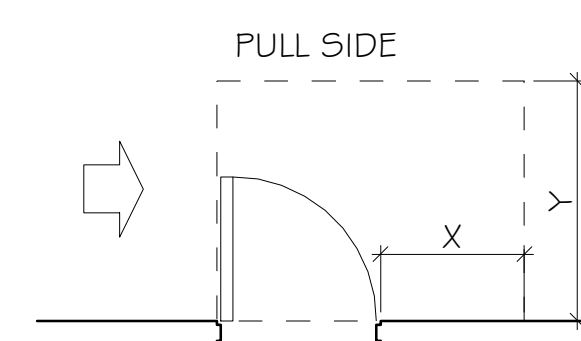
MANEUVERING CLEARANCES AT SLIDING AND FOLDING DOORS: (SECTION 404.2.4.2)



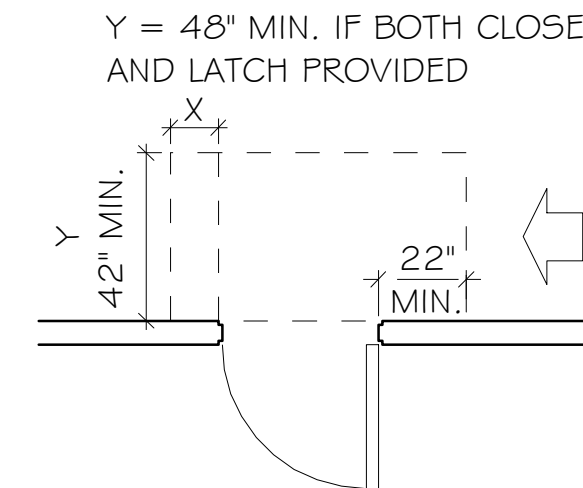
FRONT APPROACH,
PULL SIDE - HINGED DOOR



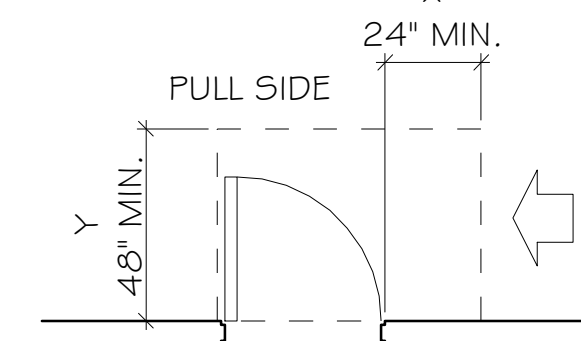
FRONT APPROACH,
PUSH SIDE - HINGED DOOR



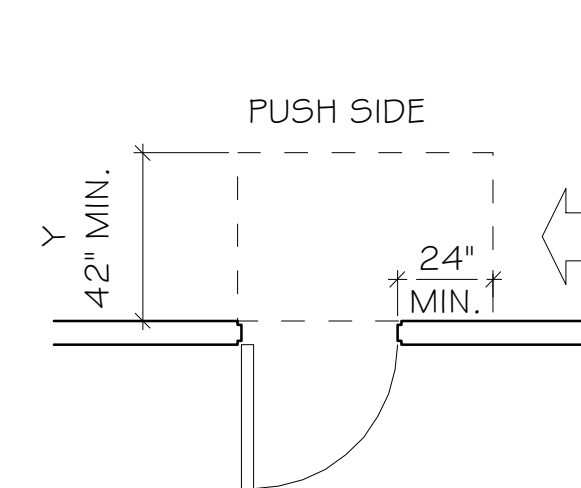
HINGE APPROACH,
PULL SIDE HINGED DOOR



HINGE APPROACH,
PUSH SIDE HINGED DOOR



LATCH APPROACH,
PULL SIDE HINGED DOOR



LATCH APPROACH,
PUSH SIDE HINGED DOOR

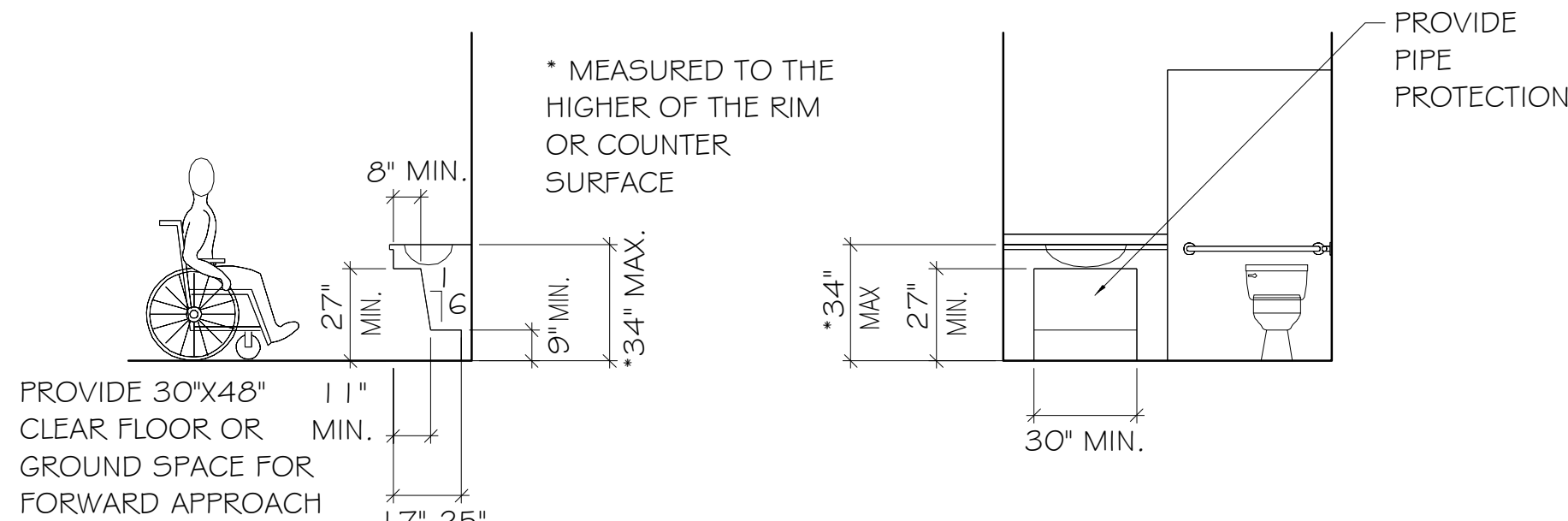
NOTE: X = 36" MIN. IF Y = 60"
X = 42" MIN. IF Y = 54"

NOTE: X = 12" MIN. IF BOTH
CLOSER AND LATCH PROVIDED
Y = 48" MIN. IF BOTH CLOSER
AND LATCH PROVIDED

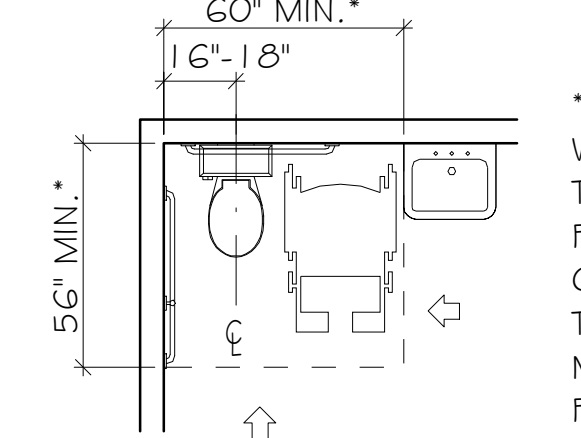
NOTE: Y = 54" MIN. IF
DOOR HAS CLOSER

NOTE: Y = 48" MIN. IF
CLOSER IS PROVIDED

MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS: (SECTION 404.2.4.1)



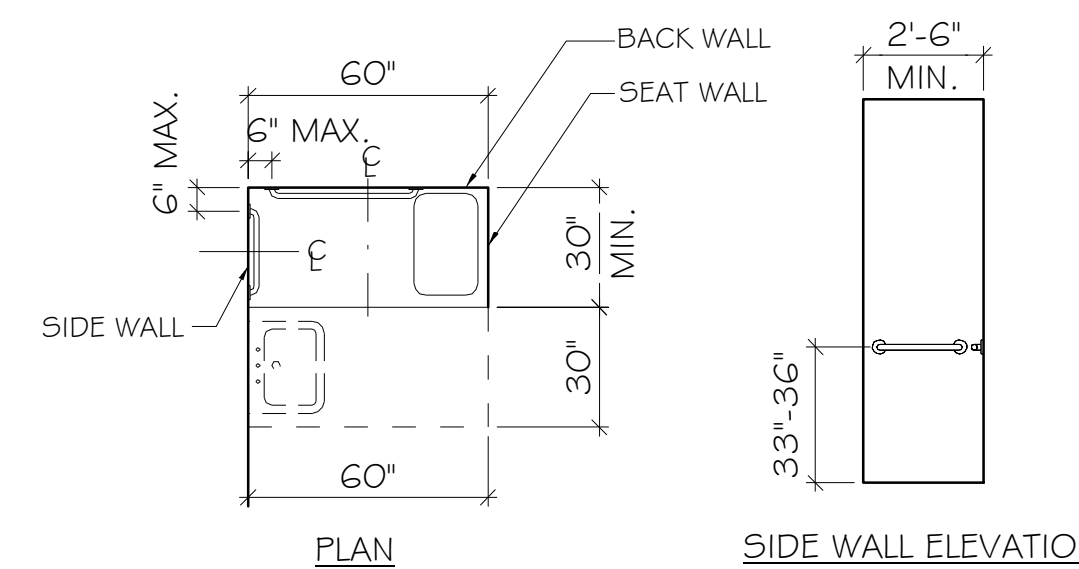
LAVATORIES AND SINKS:
(SECTION 606)



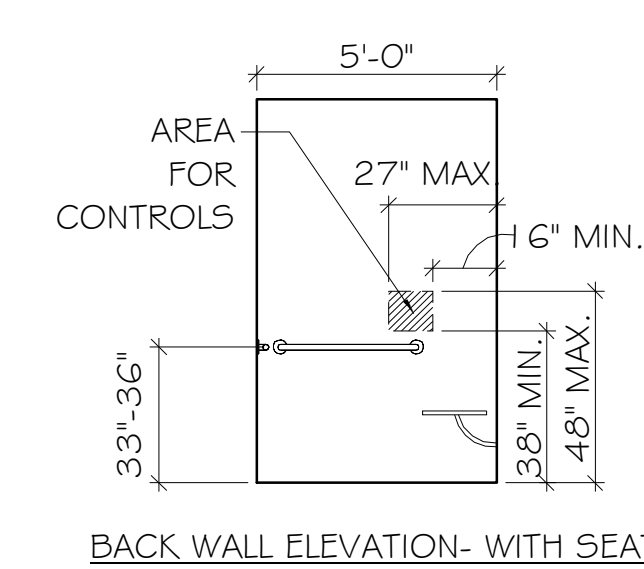
WATER CLOSET CLEAR FLR SPACE:
(SECT. 604.3)

*EXCEPTION: A LAVATORY COMPLYING
W/ SECTION 606 IS PERMITTED ON
THE REAR WALL 18 INCHES MINIMUM
FROM THE WATER CLOSET
CENTERLINE WHERE CLEARANCE AT
THE WATER CLOSET IS 66 INCHES
MIN. MEASURED PERPENDICULAR
FROM THE REAR WALL.

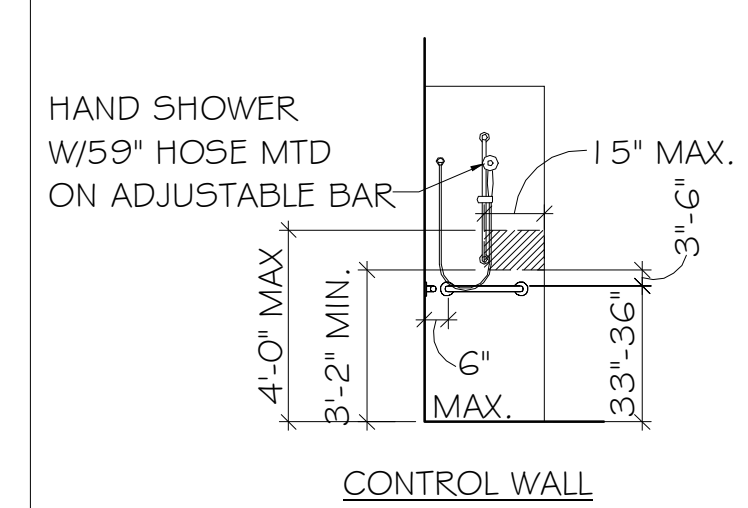
(FORWARD AND SIDE APPROACH)



STANDARD ROLL-IN-TYPE SHOWER: (SECT. 608.2.2)
GRAB BARS: (SECT. 608.3.2 & 609)
CONTROLS: (SECT. 608.5.2)



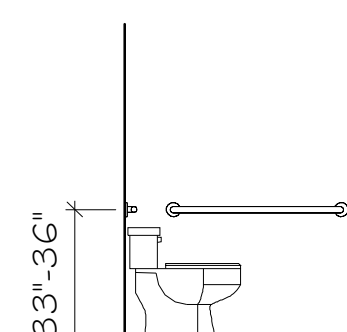
BACK WALL ELEVATION- WITH SEAT



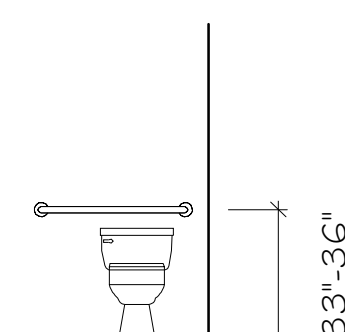
SHOWER SPRAY UNIT:
(SECT. 608.6)

GENERAL NOTES :

1. BUILDING SHALL COMPLY WITH GEORGIA ACCESSIBILITY CODE
2. ALL CODE REFERENCES ARE BASED ON 2010 ADA STANDARDS FOR ACCESSIBILITY.



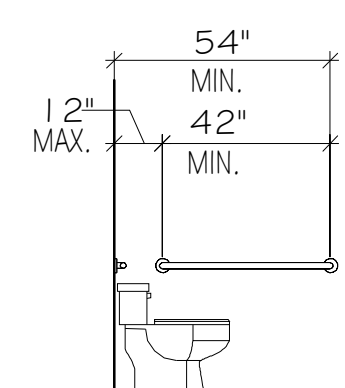
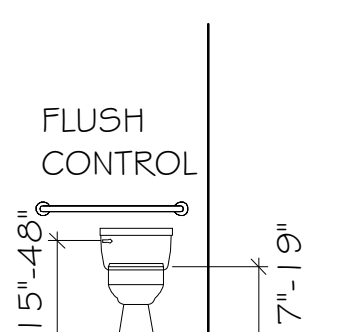
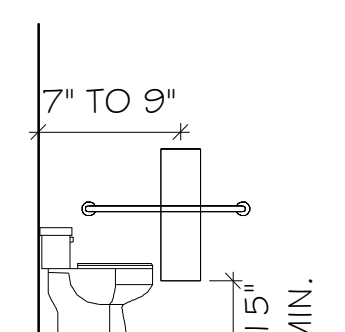
GRAB BAR HEIGHT:
(SECTION 609.4)



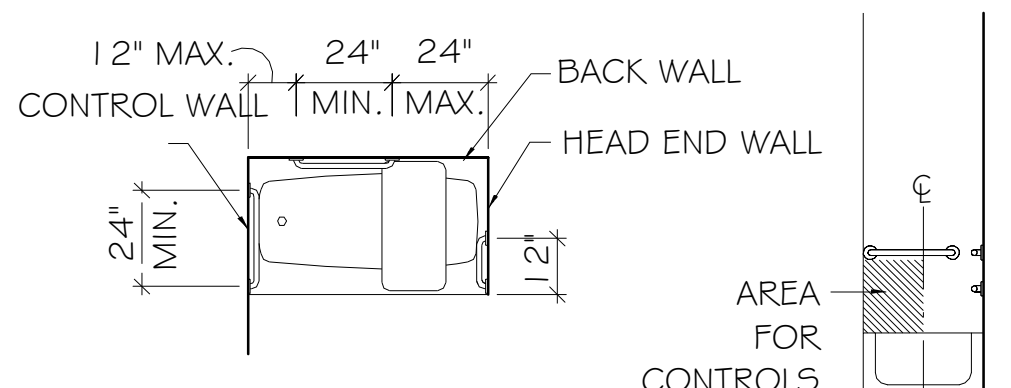
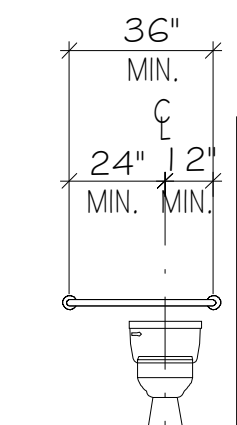
SEAT HEIGHT: (SECTION 604.4)

FLUSH CONTROLS: (SECT. 604.6)

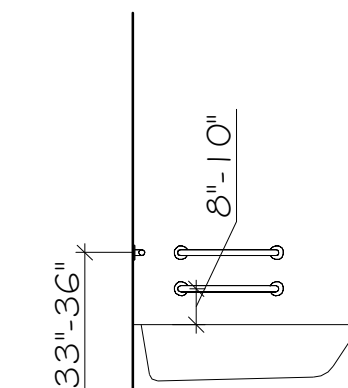
DISPENSERS (SHOWN DASHED): (SECTION 604.7)



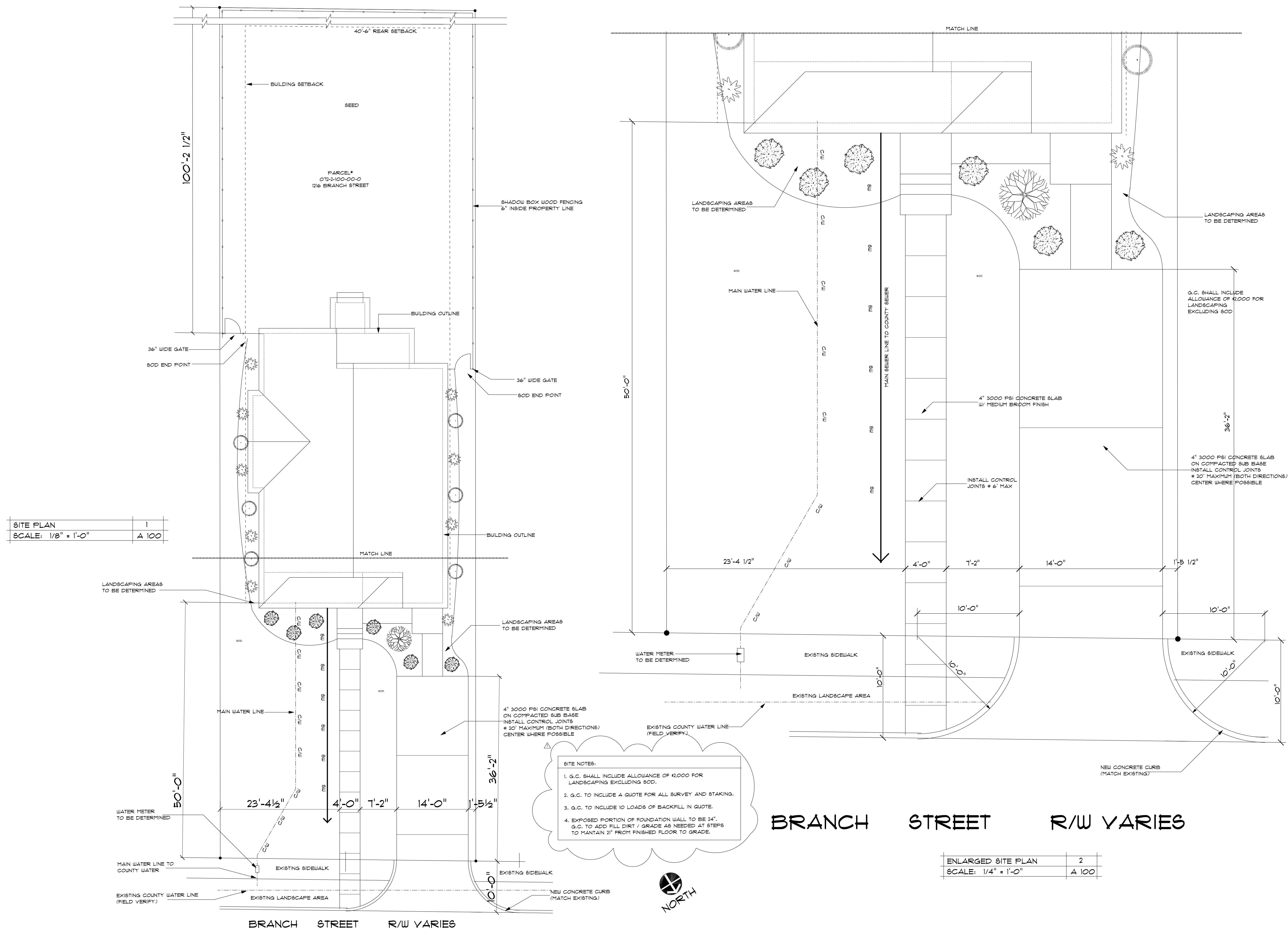
GRAB BARS WIDTH: (SECTION 604.5)



GRAB BARS FOR BATHTUBS W/O PERMANENT SEATS: (SECT. 607.4.2)
CONTROLS: (SECT. 607.5)



CONTROL WALL





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DATE:

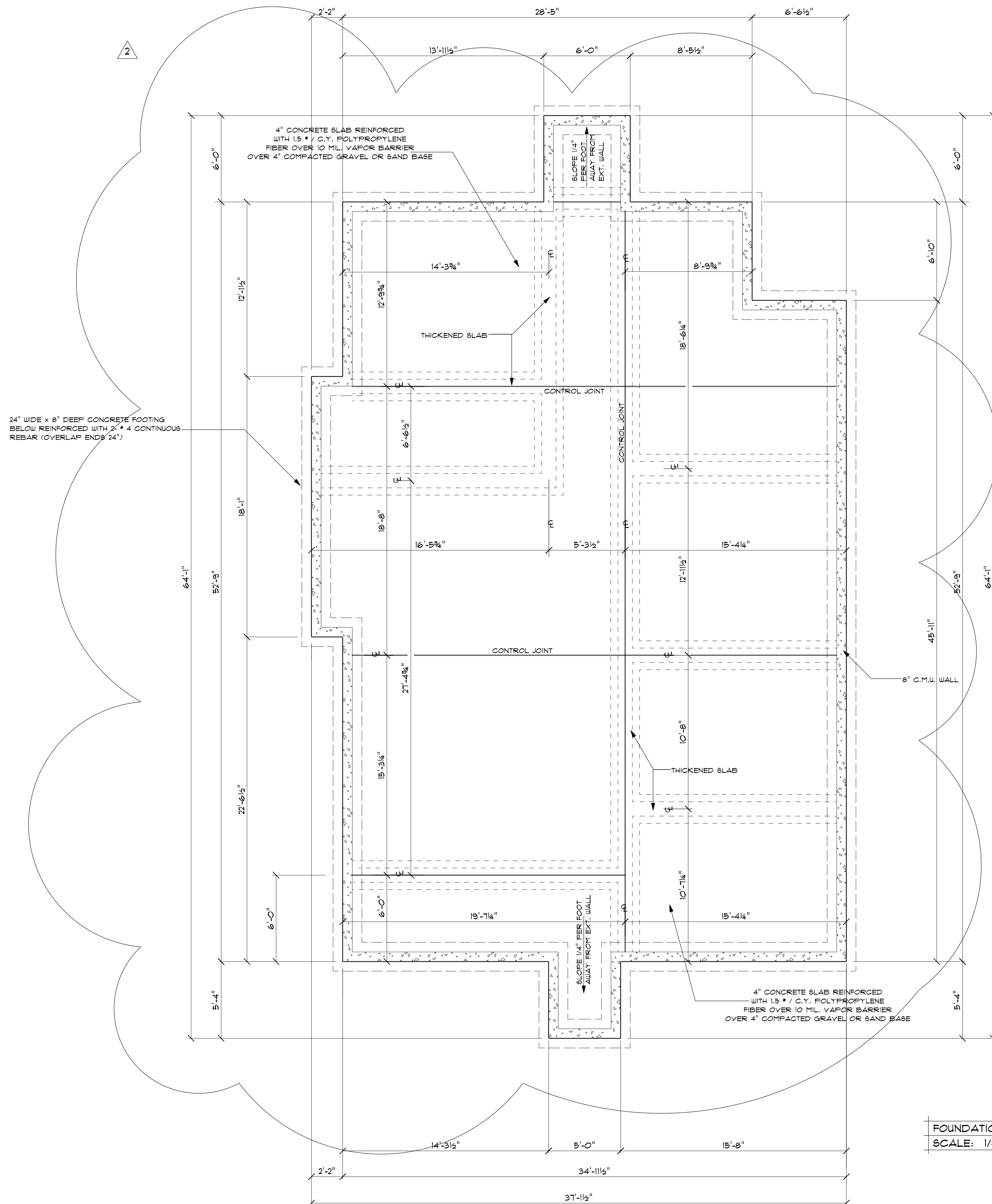
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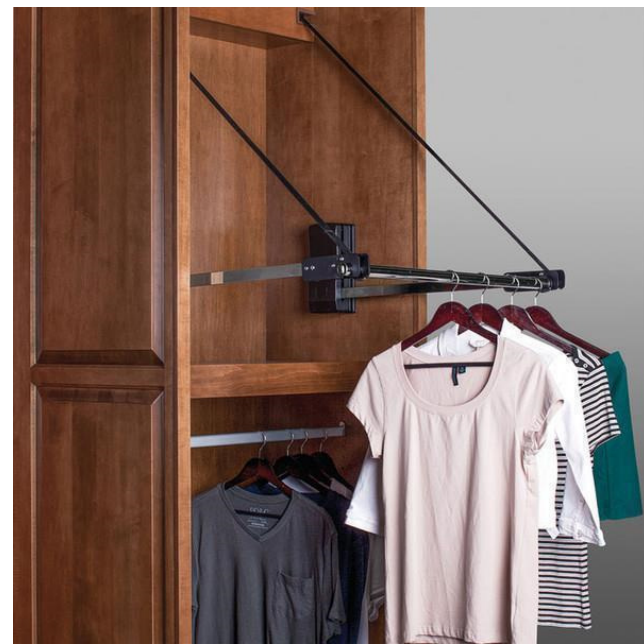
A 101



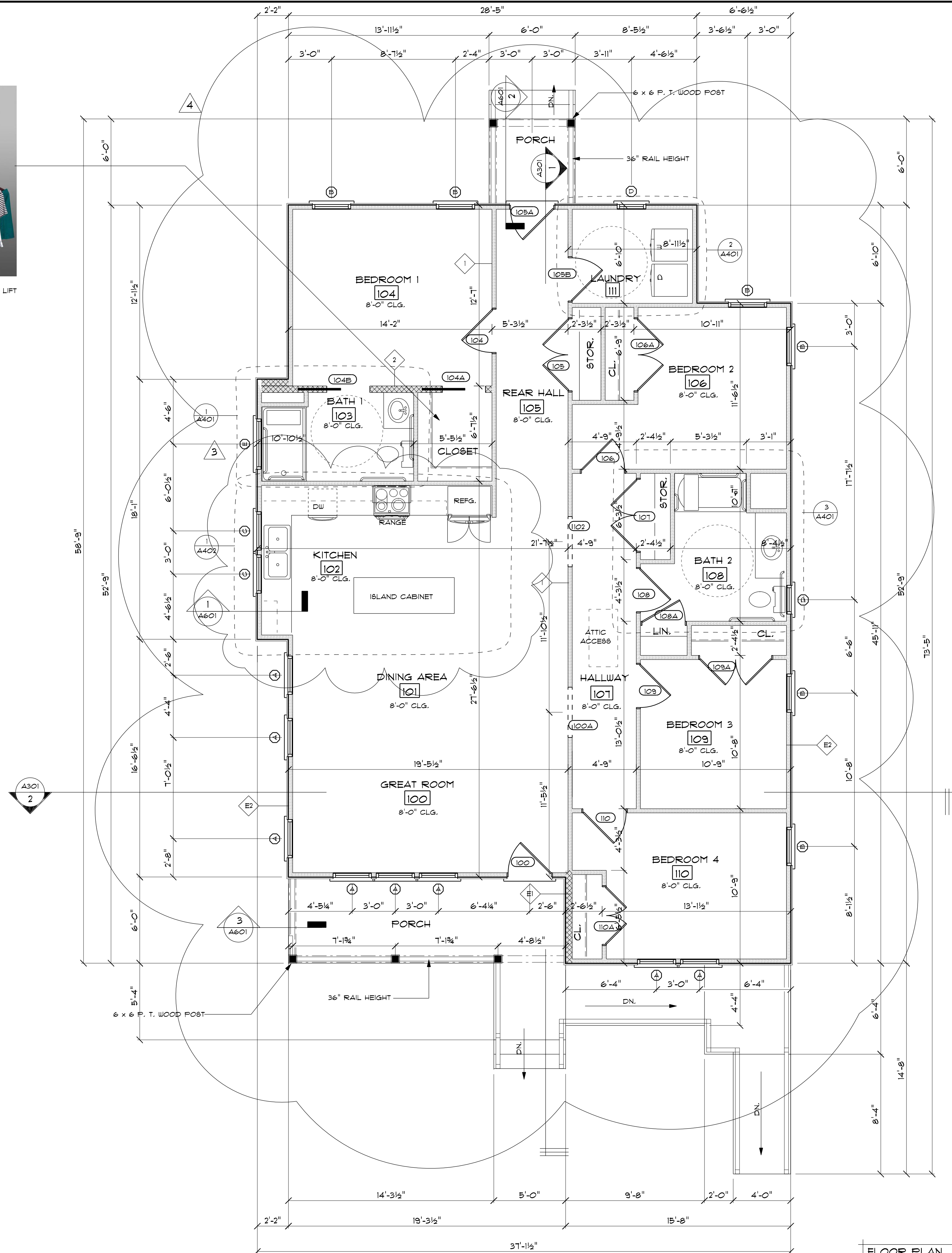
FOUNDATION NOTES

1. ALL FILL TO BE CLEAN AND FREE FROM ORGANIC DEBRIS.
2. OUTSIDE FACE OF SLAB / C.M.U. BLOCK TO BE IN LINE / EVEN WITH THE OUTSIDE FACE OF THE EXTERIOR STUD WALL ABOVE.
3. GRADE SOIL AWAY FROM FOUNDATION TO ENSURE POSITIVE WATER DRAINAGE.

FOUNDATION	1
SCALE: 1/4" = 1'-0"	A 101



HAFELE ELECTRIC MOTORIZE WARDROBE LIFT
(OR APPROVED EQUAL)



FLOOR PLAN	1
SCALE: 1/4" = 1'-0"	A 102



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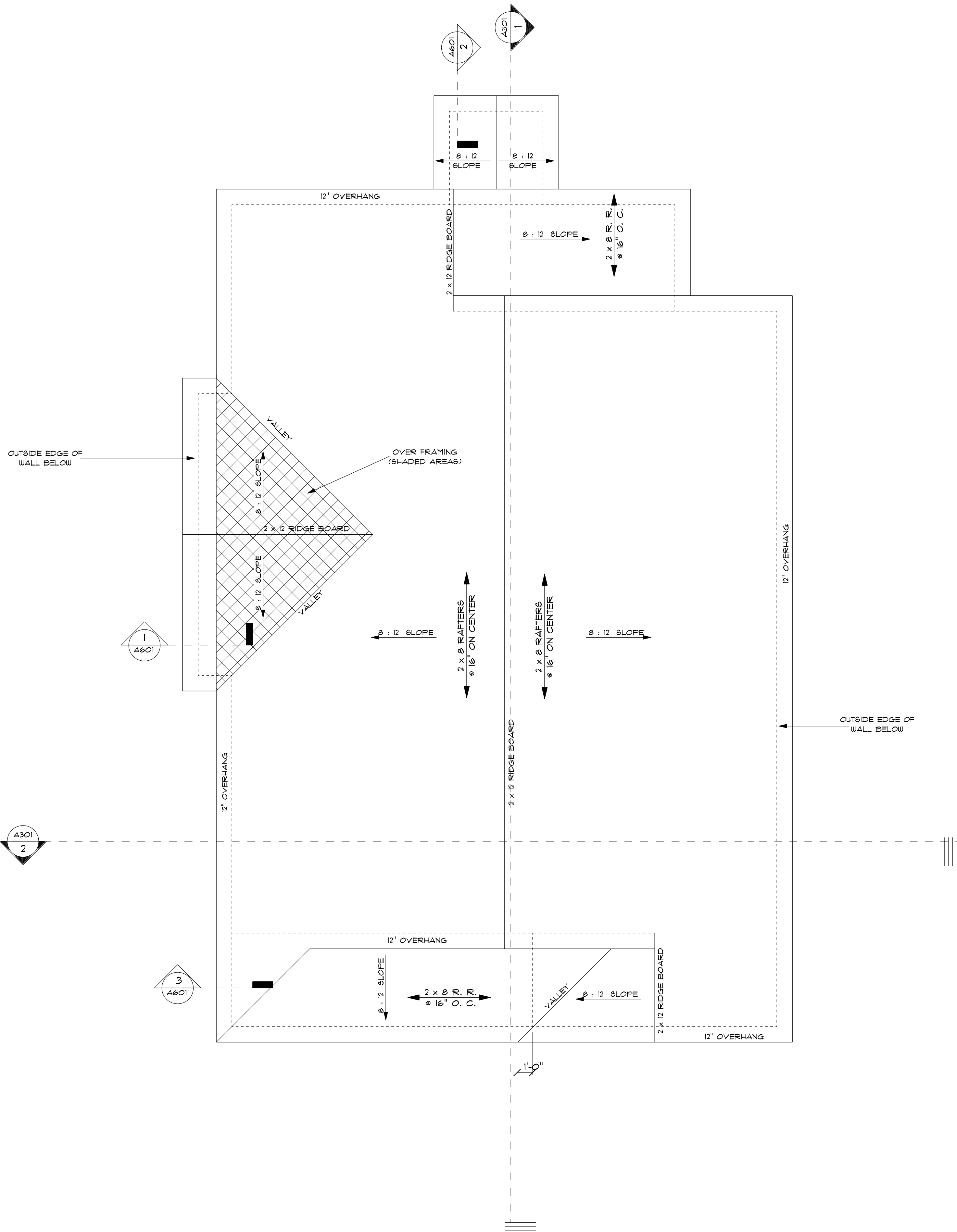
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REVISION: 2-21-2023

A 103

SHEET
NUMBER:



ROOF PLAN	1
SCALE: 1/4" = 1'-0"	A 103



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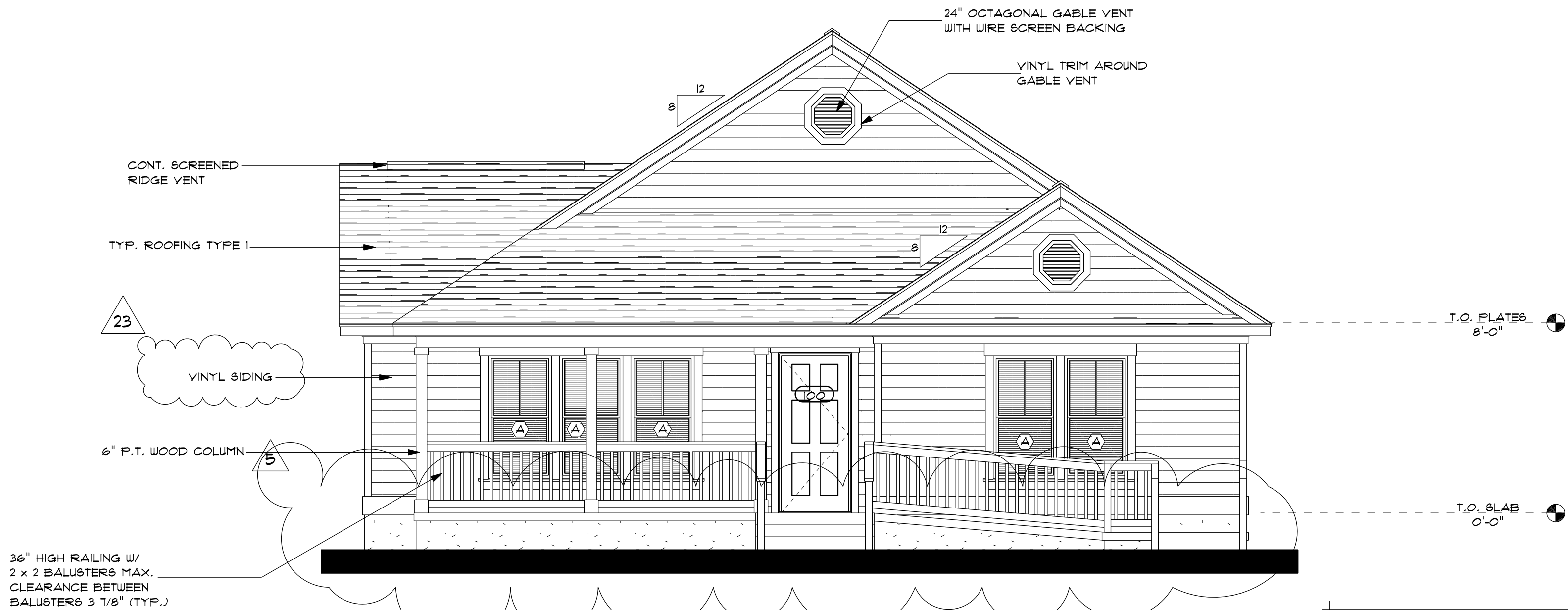
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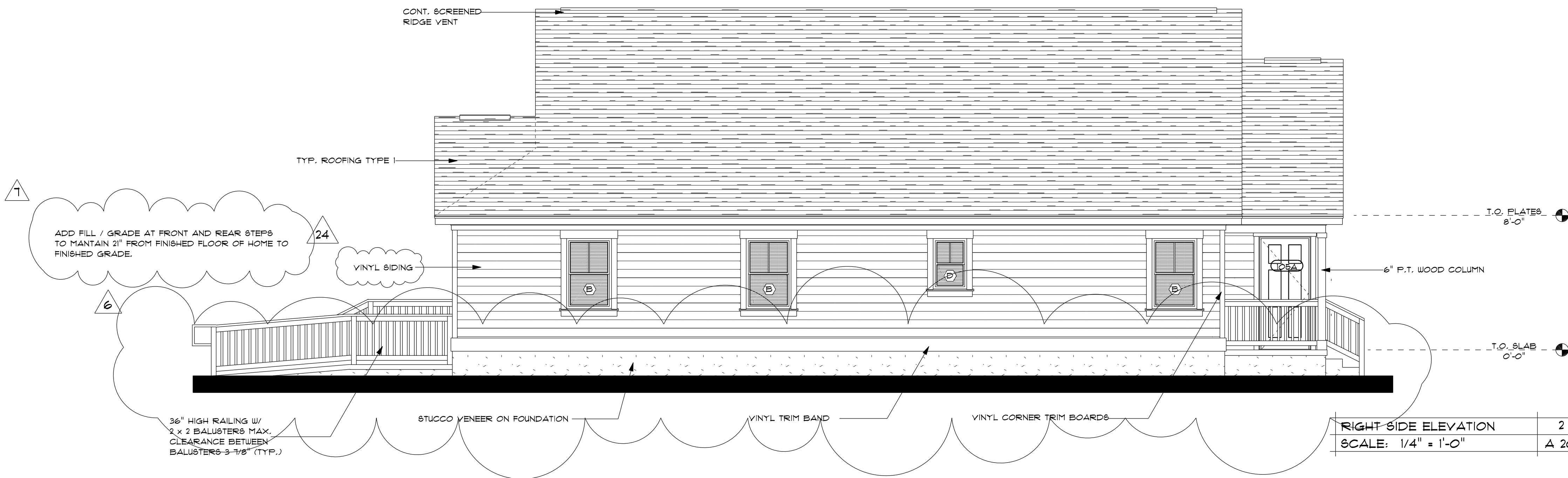
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EXTERIOR MATERIAL LEGEND	
NOTE: CORNER BOARD TRIM, FASCIA, FRAMES AND TRIMS TO BE PAINTED TO MATCH ADJACENT SIDING. ARCHITECT TO PROVIDE COLORS.	
SYMBOL	DESCRIPTION
	STUCCO VENEER LIGHT TEXTURE COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 1 VINYL SIDING (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 2 BOARD AND BATTEN STYLE VINYL (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. ROOFING TYPE 1 ARCHITECTURAL ASPHALT ROOFING COLOR AND TYPE TO BE SELECTED BY ARCHITECT



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4" = 1'-0"



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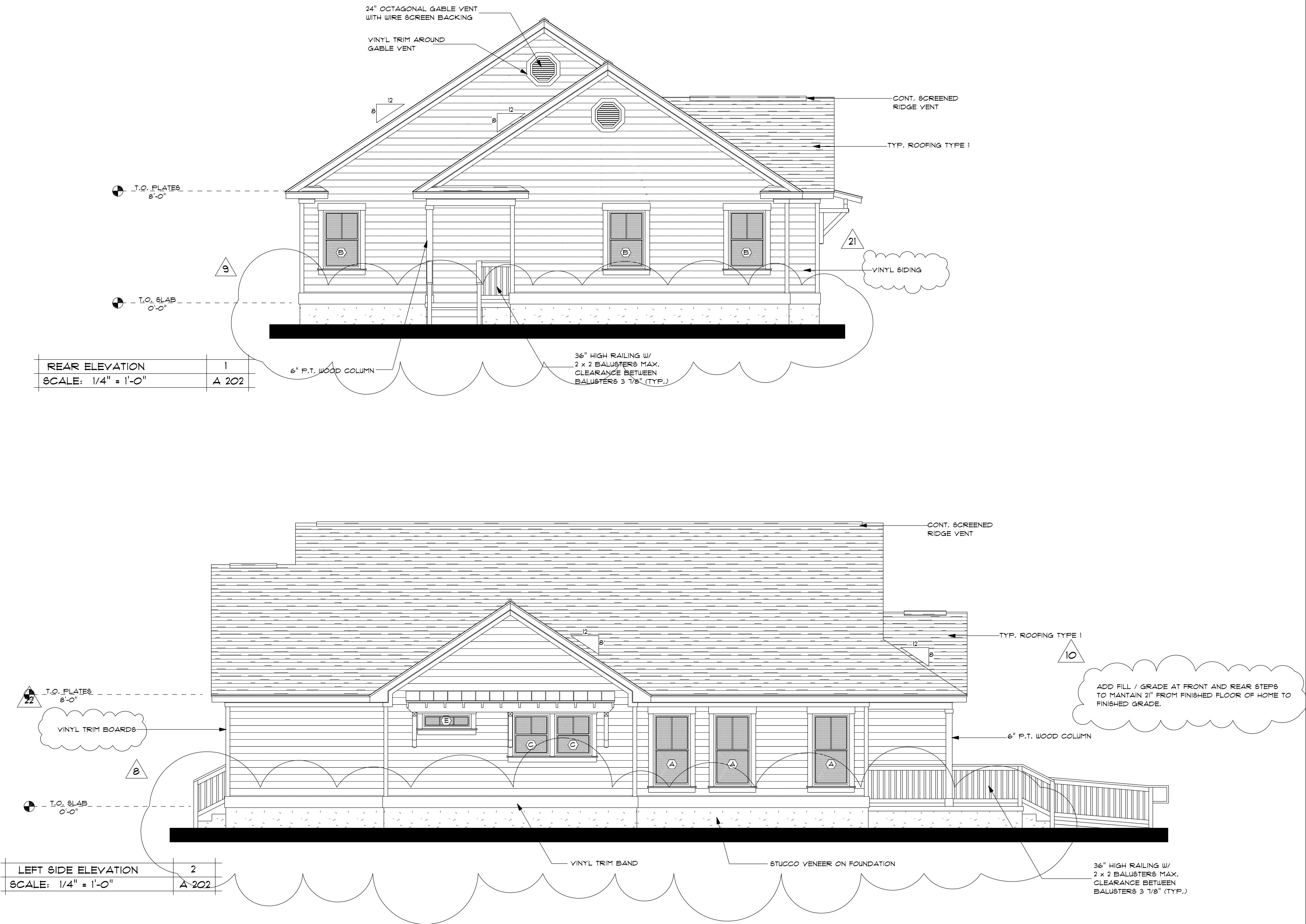
REVISION: 2-21-2023

SHEET
NUMBER: A 202

EXTERIOR MATERIAL LEGEND

NOTE: CORNER BOARD TRIM, FASCIAS, FRAMES AND TRIMS TO BE PAINTED TO MATCH ADJACENT SIDING. ARCHITECT TO PROVIDE COLORS.

SYMBOL	DESCRIPTION
	STUCCO VENEER LIGHT TEXTURE COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 1 VINYL SIDING (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 2 BOARD AND BATTEN STYLE VINYL (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. ROOFING TYPE 1 ARCHITECTURAL ASPHALT ROOFING COLOR AND TYPE TO BE SELECTED BY ARCHITECT

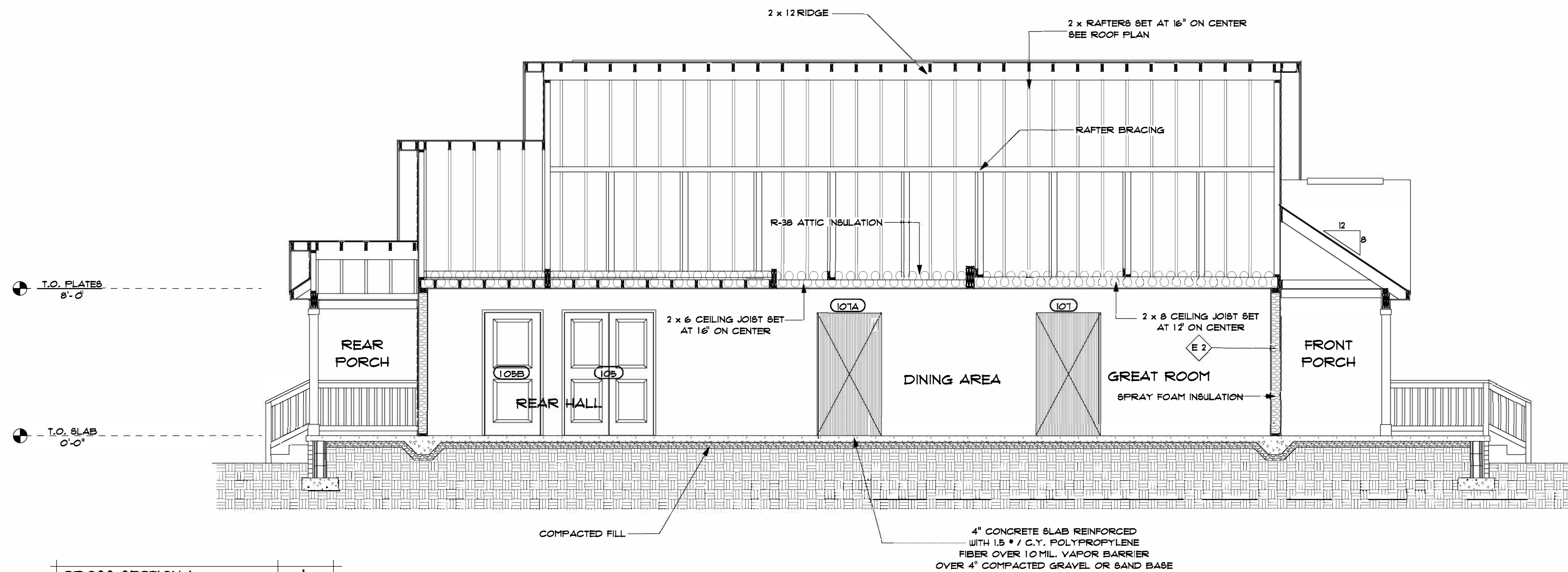




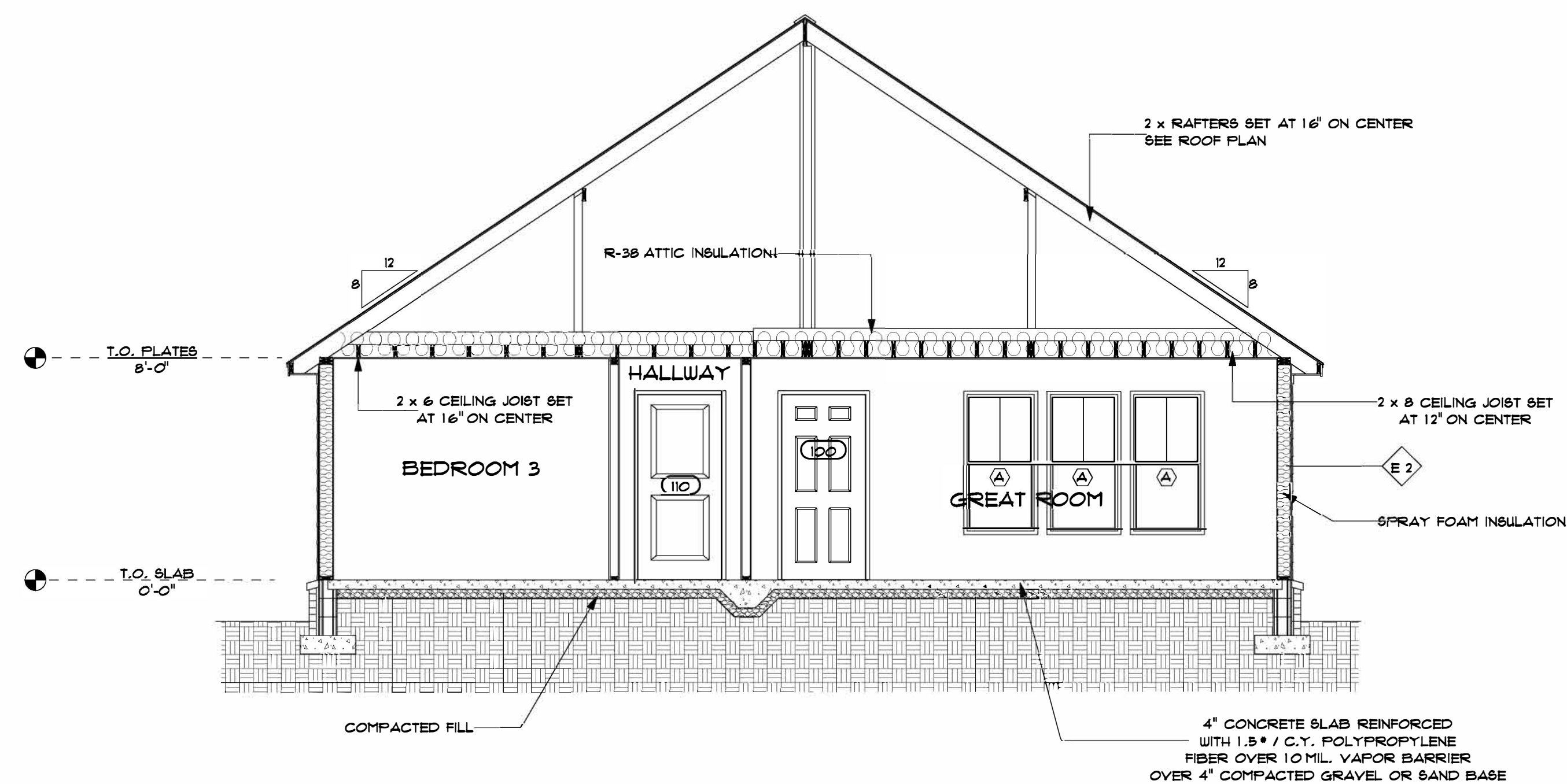
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CROSS SECTION 1	1
SCALE: 1/4" = 1'-0"	A 301



CROSS SECTION 2	2
SCALE: 1/4" = 1'-0"	A 301

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A 301



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A 401

SHEET
NUMBER:

GE 4.8 CU. FT. CAPACITY SMART FRONT
LOAD ENERGY STAR WASHER WITH ULTRAFRESH
VENT SYSTEM WITH ODORBLOCK AND SANITIZE W/OXI
MODEL #: GFWE5088NWW
(OR APPROVED EQUAL)



GE 7.8 CU. FT. CAPACITY SMART FRONT
LOAD ELECTRIC DRYER WITH SANITIZE CYCLE
MODEL #: GFD55E88NWW
(OR APPROVED EQUAL)

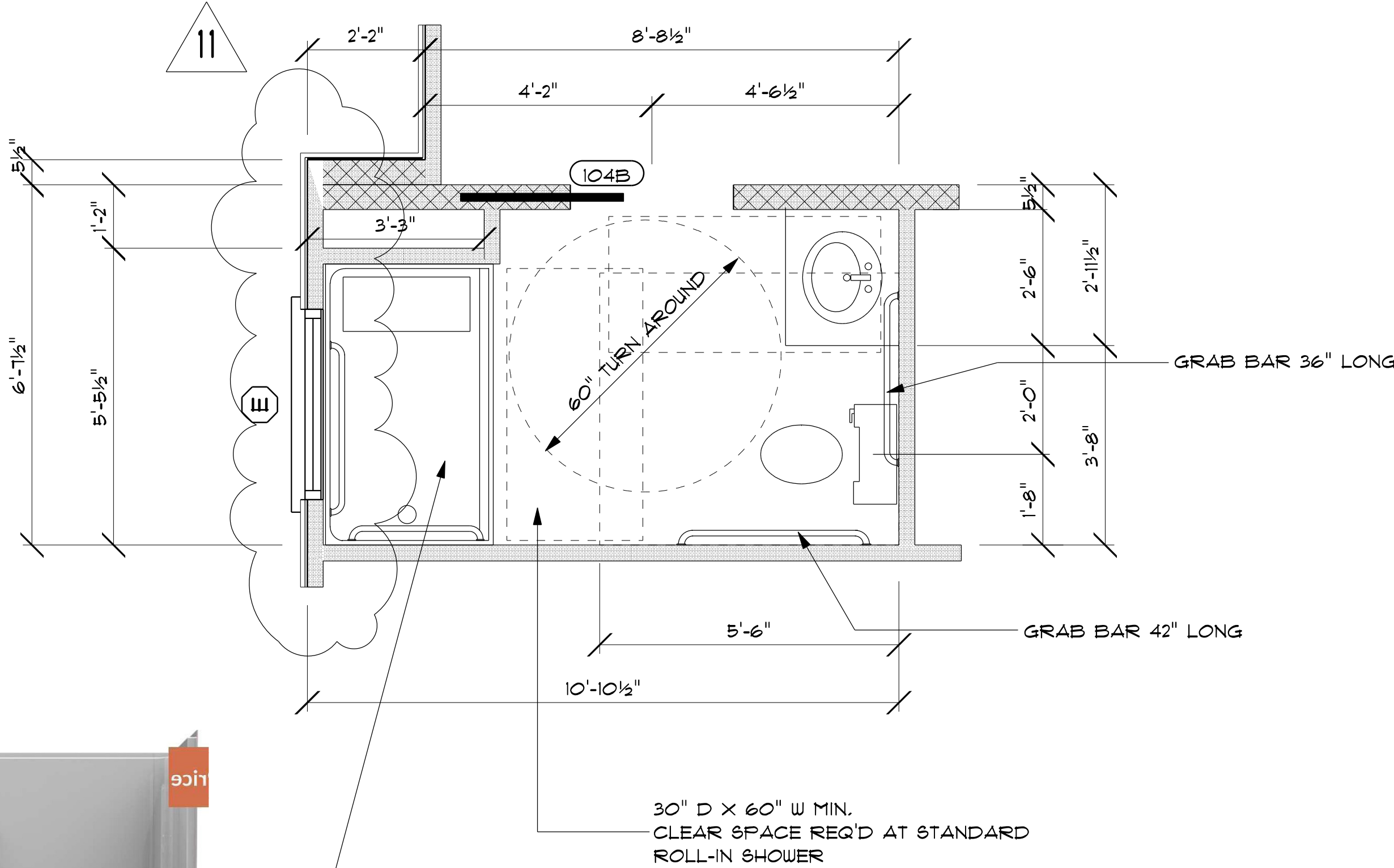


2
A 401
LAUNDRY III PLAN
SCALE: 1/2" = 1'-0"

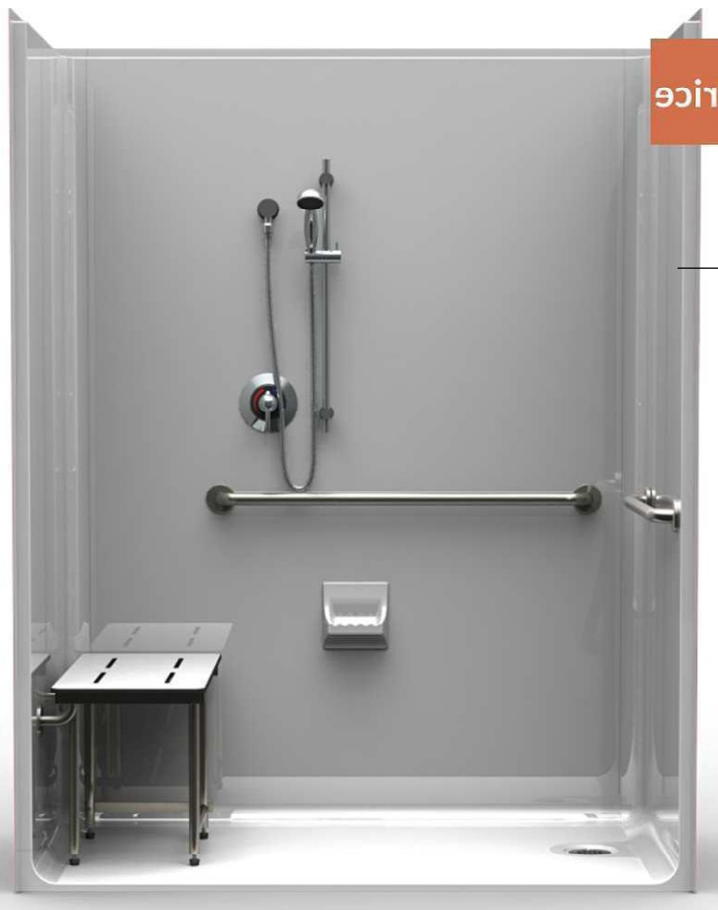
30" D X 48" L MIN.
CLEAR SPACE REQ'D AT APPLIANCES
CLEAR SPACE CENTERED ON EACH APPLIANCE



ADA TUB/SOWER-FOUR PIECE 60X30
SUBWAY TILE LOOK
MODEL: 4BT66030A11.V2 L/R
(OR APPROVED EQUAL)

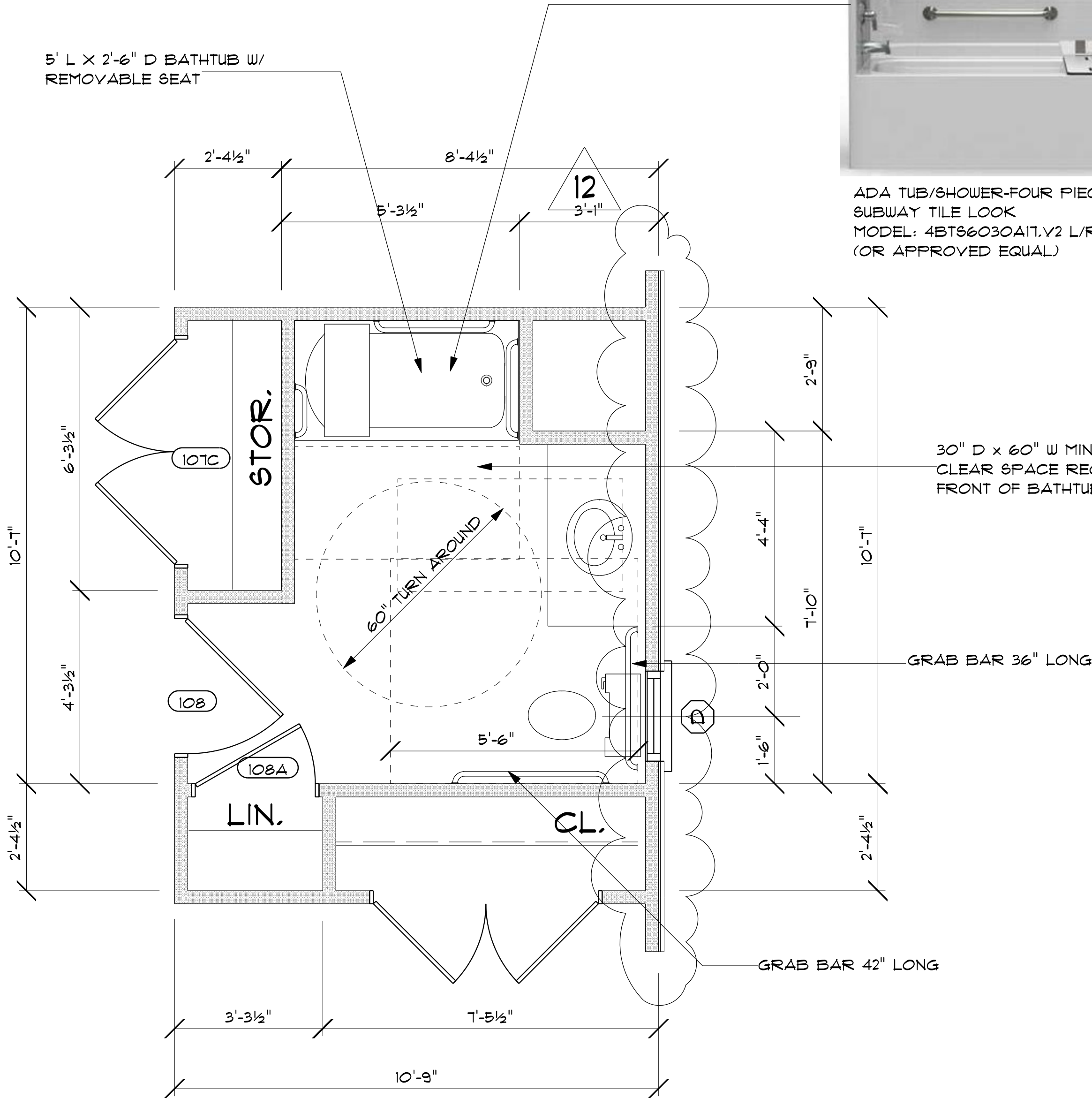


1
A 401
BATH 103 PLAN
SCALE: 1/2" = 1'-0"



ADA ROLL-IN SHOWER-FOUR PIECE
63X31 - SMOOTH WALL LOOK
MODEL: 4L866331E1B
(OR APPROVED EQUAL)

*604.3.2 EXCEPTION: A LAVATORY COMPLYING
WITH 606 SHALL BE PERMITTED ON THE REAR
WALL OF WATER CLOSET
18" MIN. FROM WATER CLOSET CENTERLINE
WHERE CLEARANCE AT WATER CLOSET IS 66"
MIN. PERPENDICULAR FROM THE REAR WALL



3
A 401
BATH 108 PLAN
SCALE: 1/2" = 1'-0"



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A 402

SHEET
NUMBER:

GE ADA COMPLIANT STAINLESS STEEL
INTERIOR DISHWASHER WITH SANITIZE CYCLE
MODEL #: GDT2286L66
(OR APPROVED EQUAL)

GE 30-in Smooth Surface 4 Elements 5-cu ft.
Self-Cleaning Freestanding Electric Range (Stainless Steel)
Model #JB4806T66
(OR APPROVED EQUAL)

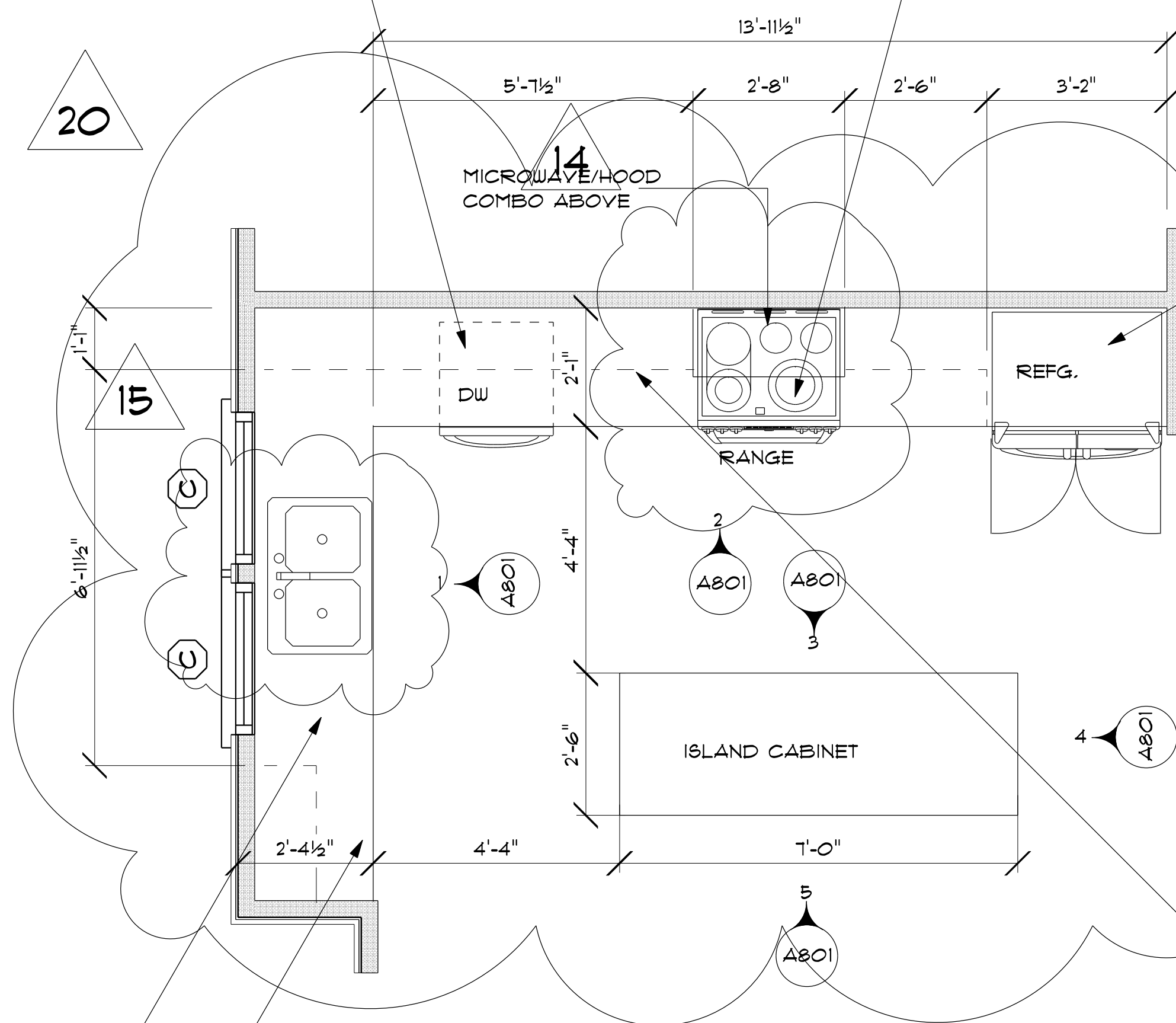
GE ENERGY STAR 17.5 CU. FT.
COUNTER-DEPTH FRENCH-DOOR
REFRIGERATOR
MODEL #: GYE18JYLF6
(OR APPROVED EQUAL)

REV. A, SHELF WALL CABINET PULL-DOWN SHELVING SYSTEM
(OR APPROVED EQUAL)

FORMICA COUNTERTOP



REV-A-SHELF TWO-TIER POTS, PANS AND LIDS ORGANIZER
FOR KITCHEN CABINET (OR APPROVED EQUAL)



KITCHEN 102 PLAN	1
SCALE: 1/2" = 1'-0"	A 402



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E 101

SHEET
NUMBER:

ELECTRICAL SYSTEMS LEGEND

SYMBOL	DESCRIPTION
MUD RM. 105	ROOM OR AREA NUMBER
	CEILING FAN WITH LIGHT
	RECESSED CAN LIGHT
	CHANDELIER LIGHT
	COMBO C.O. & SMOKE DETECTOR
	EXHAUST FAN
	CLG. MTD. LIGHT FIXTURE
	STANDARD DUPLEX RECEPTACLE
	220 OUTLET
	GROUND FAULT INTERRUPTER
	SMOKE DETECTOR
	SWITCH
	THREE LIGHT FIXTURE
	ELECTRICAL PANEL
	FLOOD LIGHT

ELECTRICAL NOTES

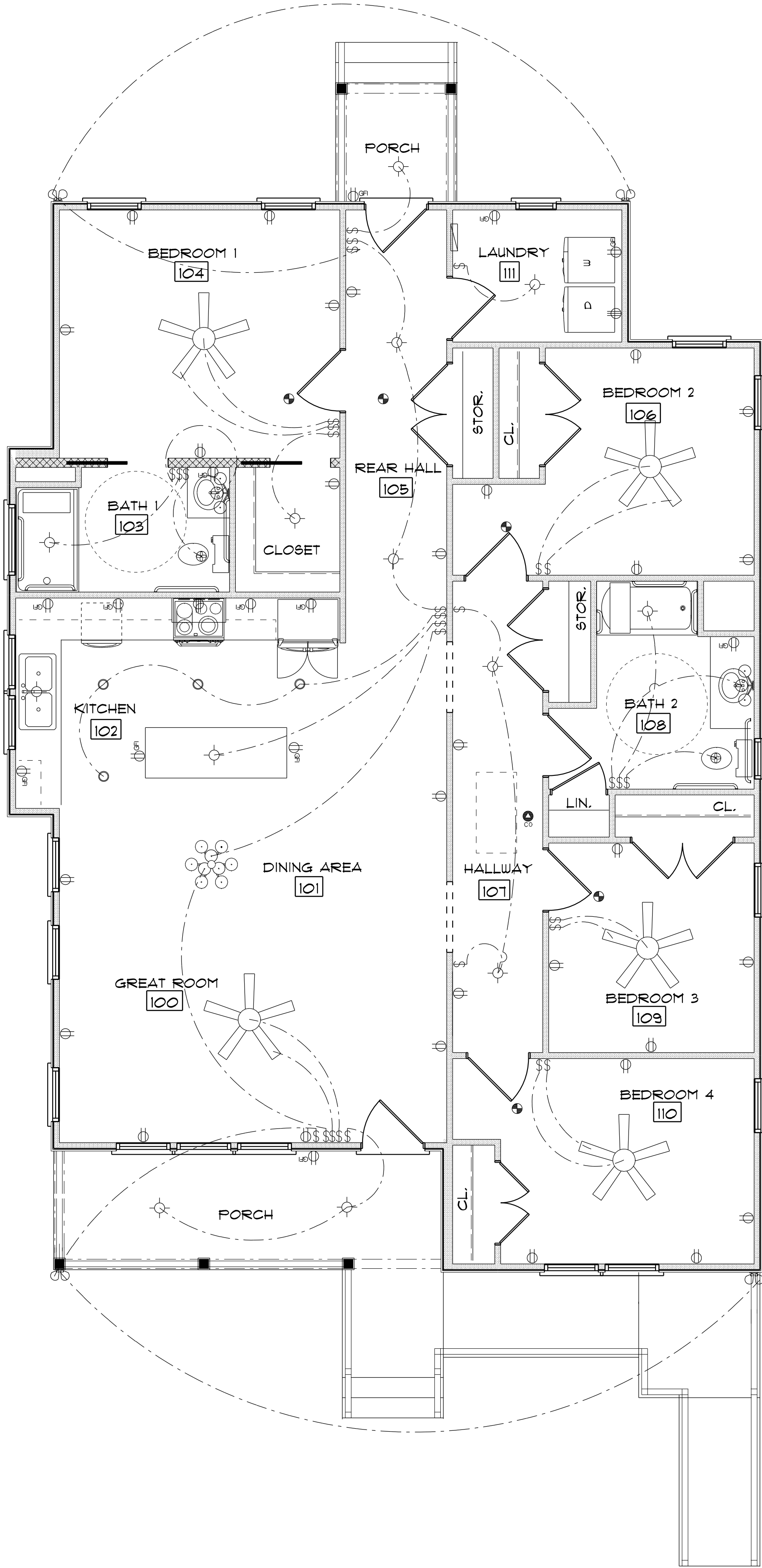
- ALL OUTLETS INSTALLED TO SERVE KITCHEN COUNTER TOP SHALL BE GFI PROTECTED PER NEC.
- INSTALL SMOKE DETECTORS PER NFPA 72 AND IRC.
- MAINTAIN CONTINUOUS GROUND ON ALL RECEPTACLES
- CEILING PENETRATIONS SHALL MEET THE REQUIREMENTS OF NEC, AND IBC.
- GROUND ELECTRICAL SERVICE PER NEC250-66 AND AS APPROVED BY LOCAL AHJ.
- MAINTAIN 3FT. MINIMUM CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT PER NEC. 110.26(A)
- CONSULT LOCAL UTILITY AND BUILDING AUTHORITY FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION OF ELECTRICAL EQUIPMENT.

HVAC NOTES

- FURNACE NOT LOCATED IN CONDITIONED ARE TO BE AS CENTRALLY LOCATED AS POSSIBLE. IN ACCORDANCE WITH ALL APPLICABLE CODES.
- GC & HVAC CONTRACTORS RESERVE THE RIGHT TO LOCATE SUPPLY VENTS OR LINES.
- RETURN AIR REGISTERS TO BE AS CLOSE TO AIR HANDLER UNIT & AS CENTRALLY LOCATED AS POSSIBLE.
- OUTSIDE COMPRESSOR UNIT TO BE LOCATED AS CLOSE TO INTERIOR AIR HANDLER AS POSSIBLE.
- OUTSIDE COMPRESSOR UNIT TO BE LOCATED 10'-0" AWAY MIN. FROM DRYER VENT.
- INTERIOR AIR HANDLER TO BE INSTALLED IN ATTIC SPACE.
- PROVIDE A 3 TON HEAT PUMP SPLIT SYSTEM WITH SUPPLY GRILL @ ROOMS. GC & HVAC CONTRACTOR RESERVE THE RIGHT TO DETERMINE HVAC UNIT AND HEAT PUMP REQUIREMENTS.

PLUMBING NOTES

- ALL FAUCETS TO HAVE BLADE HANDLES MEETING ADA REQUIREMENTS.



ELECTRICAL PLAN	1
SCALE: 1/4" = 1'-0"	E 101



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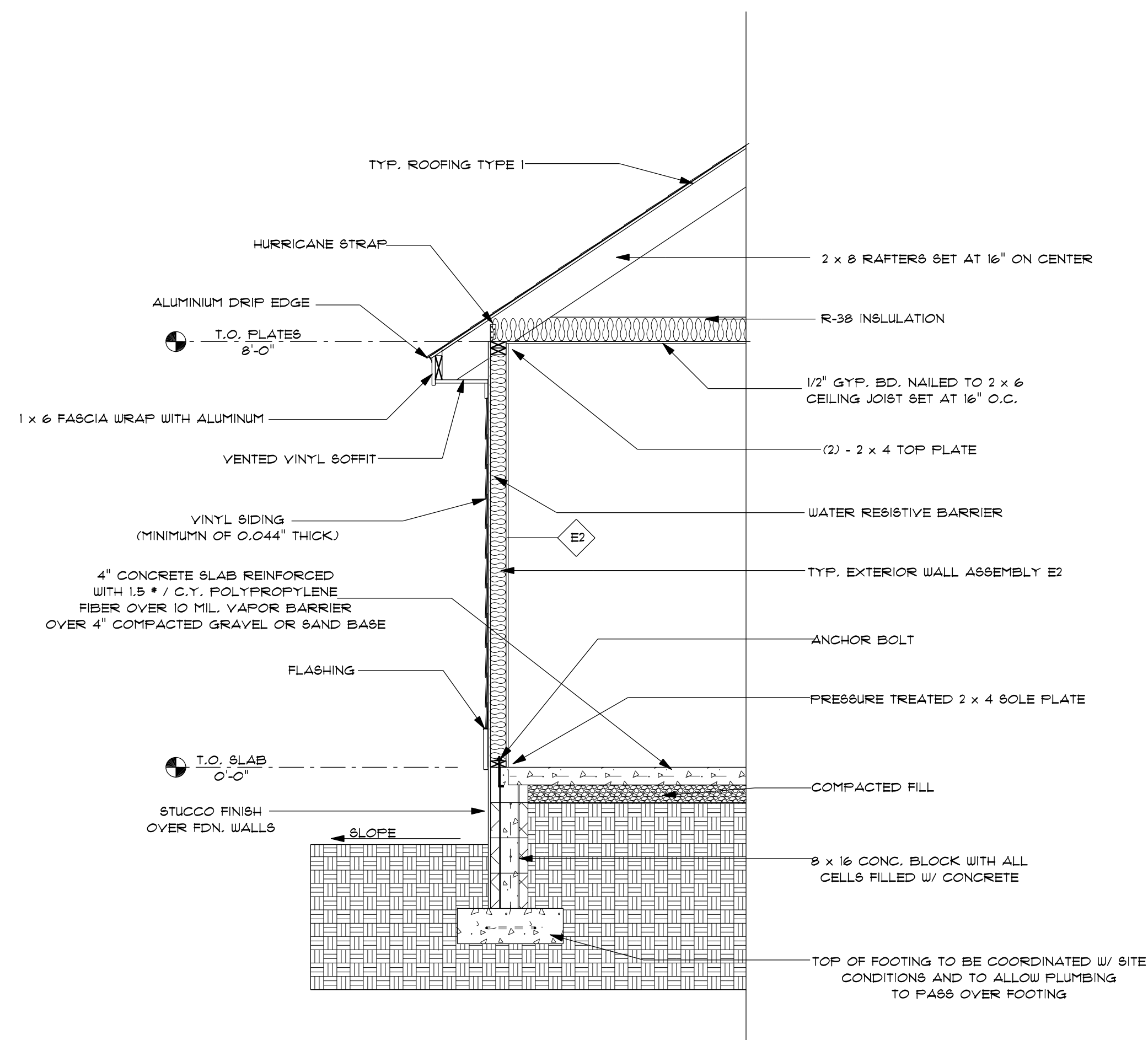
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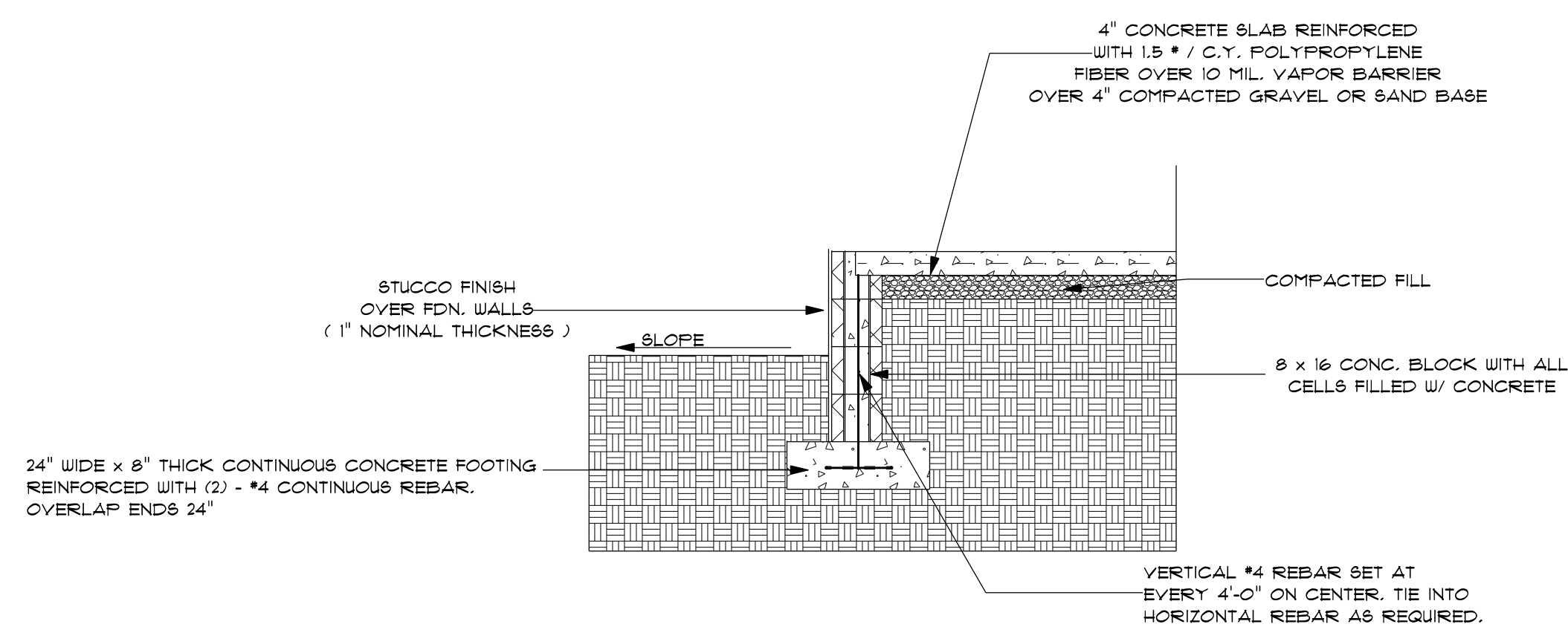
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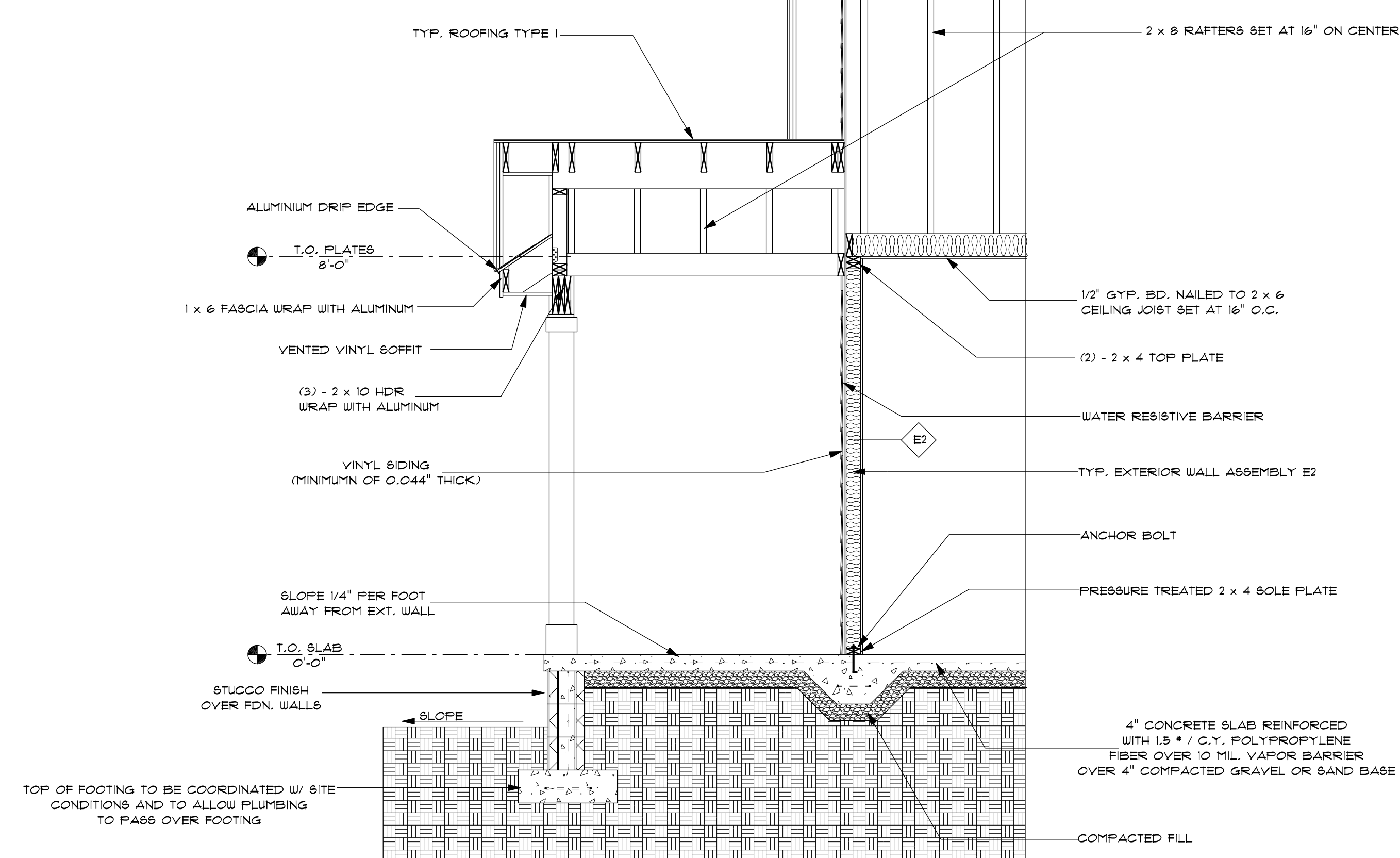
REVISION: 2-21-2023



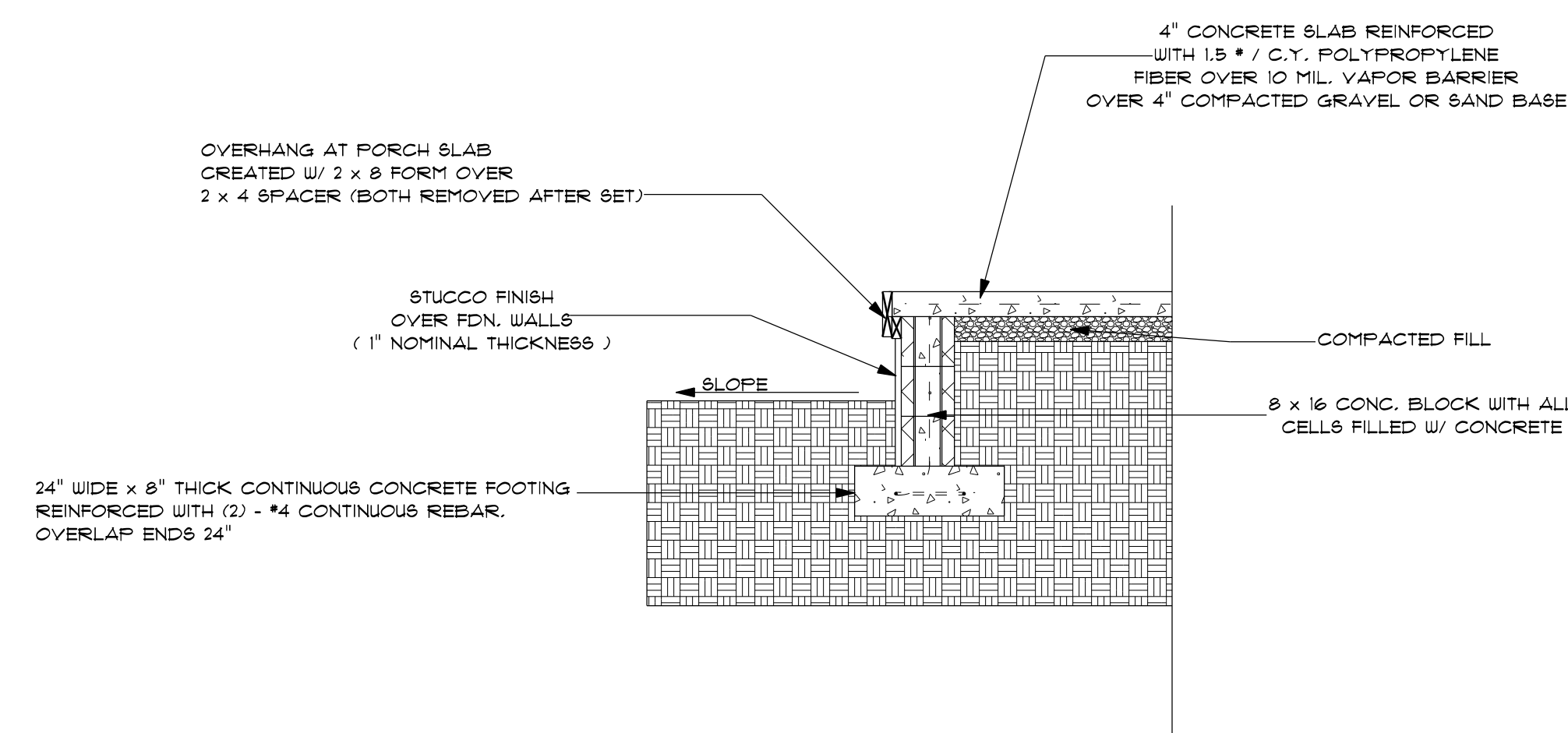
WALL SECTION 1	1
SCALE: 1/2" = 1'-0"	A 601



PORCH SLAB EDGE AT STEM WALL	3
SCALE: 1/2" = 1'-0"	A 601

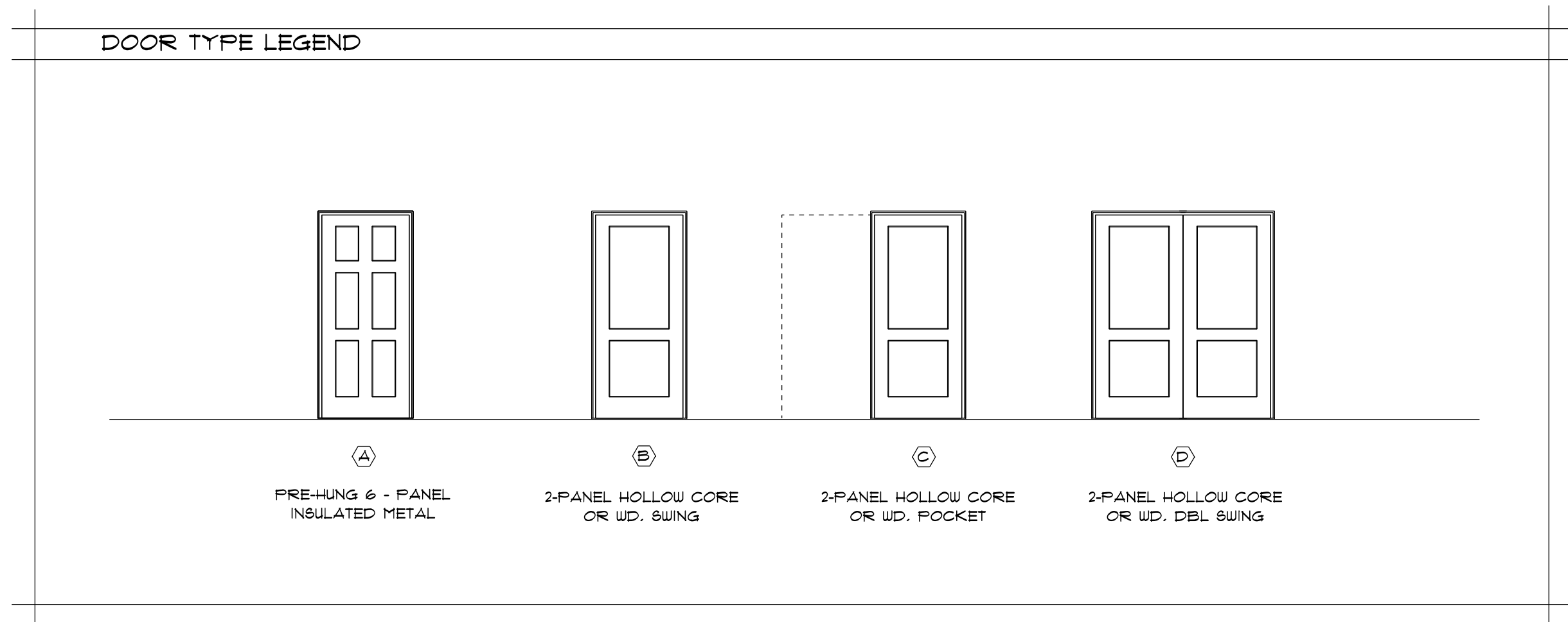
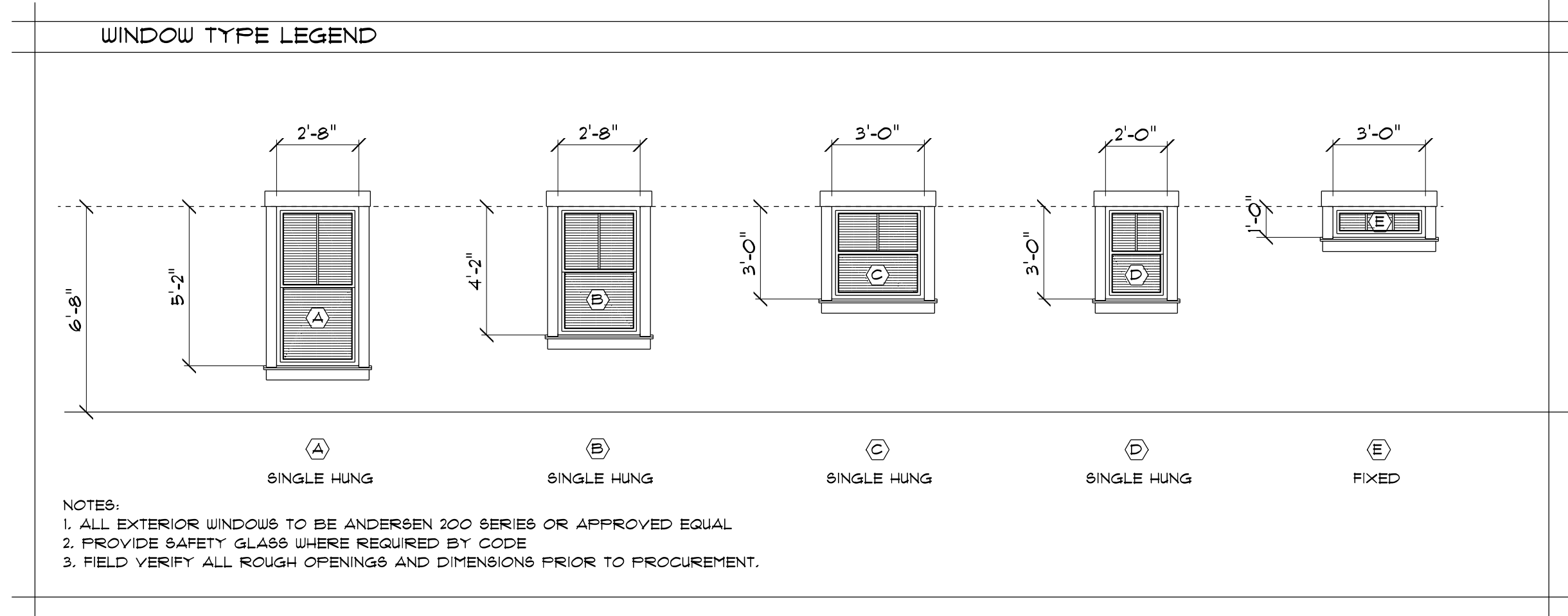


WALL SECTION 2	2
SCALE: 1/2" = 1'-0"	A 601



PORCH SLAB EDGE AT STEM WALL	3
SCALE: 1/2" = 1'-0"	A 601

OPENING SCHEDULE						
NO.	WIDTH	HEIGHT	THICKNESS	ELEVATION	REMARKS	
100	3'-0"	6'-8"	1 3/4"	A		
100 A	3'-6"	6'-8"	N/A	N/A	SHEETROCK OPENING	
102	3'-6"	6'-8"	N/A	N/A	SHEETROCK OPENING	
104	3'-0"	6'-8"	1 3/8"	B		
104A	3'-0"	6'-8"	1 3/8"	C		
104B	3'-0"	6'-8"	1 3/8"	C		
105	5'-0"	6'-8"	1 3/8"	D		
105 A	3'-0"	6'-8"	1 3/4"	A		
105 B	3'-0"	6'-8"	1 3/8"	B		
106	3'-0"	6'-8"	1 3/4"	B		
106A	5'-0"	6'-8"	1 3/8"	D		
107	5'-0"	6'-8"	1 3/8"	D		
108	3'-0"	6'-8"	1 3/8"	B		
108A	3'-0"	6'-8"	1 3/8"	B		
109	3'-0"	6'-8"	1 3/4"	B		
109A	5'-0"	6'-8"	1 3/8"	D		
110	3'-0"	6'-8"	1 3/8"	B		
110 A	5'-0"	6'-8"	1 3/8"	D		



ROOM FINISH SCHEDULE					
ROOM NAME	FLOORING	BASE FINISH	WALL FINISH	CEILING FINISH	CEILING HEIGHT
GREAT ROOM	LVT FLOORING	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
DINING ROOM	LVT FLOORING	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
KITCHEN	LVT FLOORING	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
BATH	TILE	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
CLOSET	CARPET	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
REAR HALL	LVT FLOORING	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
BEDROOM 1	CARPET	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
BEDROOM 2	CARPET	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
BEDROOM 3	CARPET	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
BEDROOM 4	CARPET	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"
HALLWAY	LVT FLOORING	WOOD PAINTED	GYP&S&M WALL BOARD FT.	GYP&S&M BOARD SMOOTH	8'-0"

HARDWARE SETS

GENERAL NOTE:

- A. CONTRACTOR TO COORDINATE KEYS/WT, KEYING, AND MASTER KEYING SYSTEM WITH OWNER.
B. PROVIDE TWO KEYS PER LOCK.
C. PROVIDE THREE DOOR SUPPERS PER DOOR LEAF.
D. PROVIDE STOP PER EACH DOOR LEAF.
E. SEE DOOR SCHEDULE FOR HARDWARE SET.
F. ALL HARDWARE TO BE ADA COMPLIANT.
G. ALL INTERIOR DOOR HARDWARE TO HAVE FINISH TBD

NO.	FUNCTION	NOTES
1	ENTRANCE	<ul style="list-style-type: none">• ENTRY SET W/ LEVER AT INTERIOR SIDE• DEADBOLT LOCK• DOOR STOP• 1 1/2 PAIR HINGES (INCL. W/ PREHUNG FRAME)
2	PASSAGE SWING	<ul style="list-style-type: none">• LEVER• DOOR STOP• 1 1/2 PR. HINGES
3	PRIVACY SWING	<ul style="list-style-type: none">• PRIVACY LEVER SET• DOOR STOP• 1 1/2 PR. HINGES
4	PRIVACY POCKET	<ul style="list-style-type: none">• MAGNETIC PRIVACY POCKET DOOR LOCK• SOFT OPEN/CLOSE POCKET DOOR KIT
5	PASSAGE DBL SWING	<ul style="list-style-type: none">• (2) DUMMY LEVERS• MAGNETIC CATCH• 2 PR. HINGES



3810 OAK DRIVE, AUGUSTA, GA 30907
(706) 736-3661
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AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.

1216 Branch Street, Augusta,
GA 30901

PROJECT NO.:

DATE:

DRAWN BY:

CHECKED BY:

REVISION: 2-21-2023

SHEET
NUMBER:

A 701



3810 OAK DRIVE, AUGUSTA, GA 30907
(706)-736-3661
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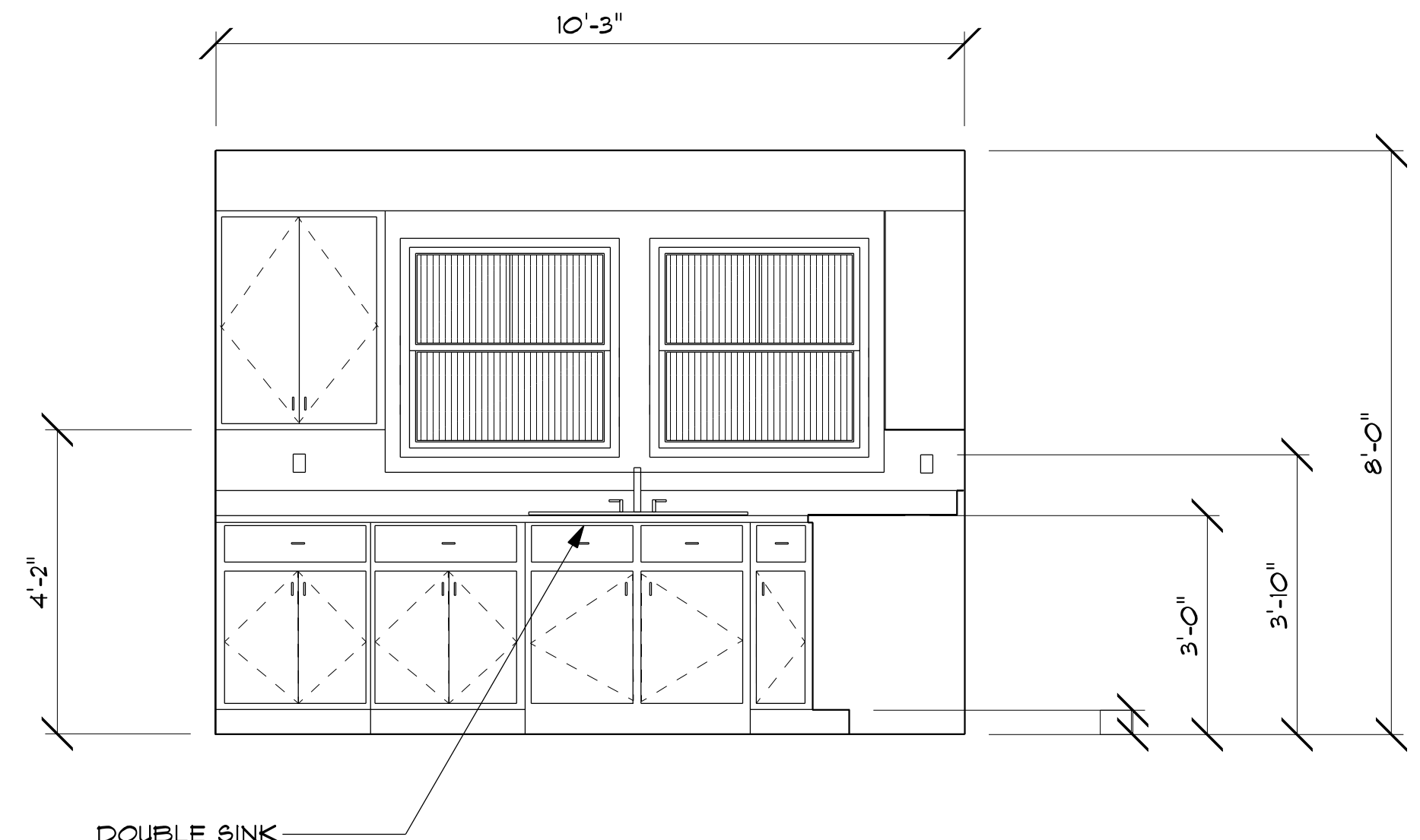
AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.
1216 Branch Street, Augusta,
GA 30901

PROJECT NO.:
DATE:
DRAWN BY:
CHECKED BY:
REVISION: 2-21-2023

A 801
SHEET NUMBER:

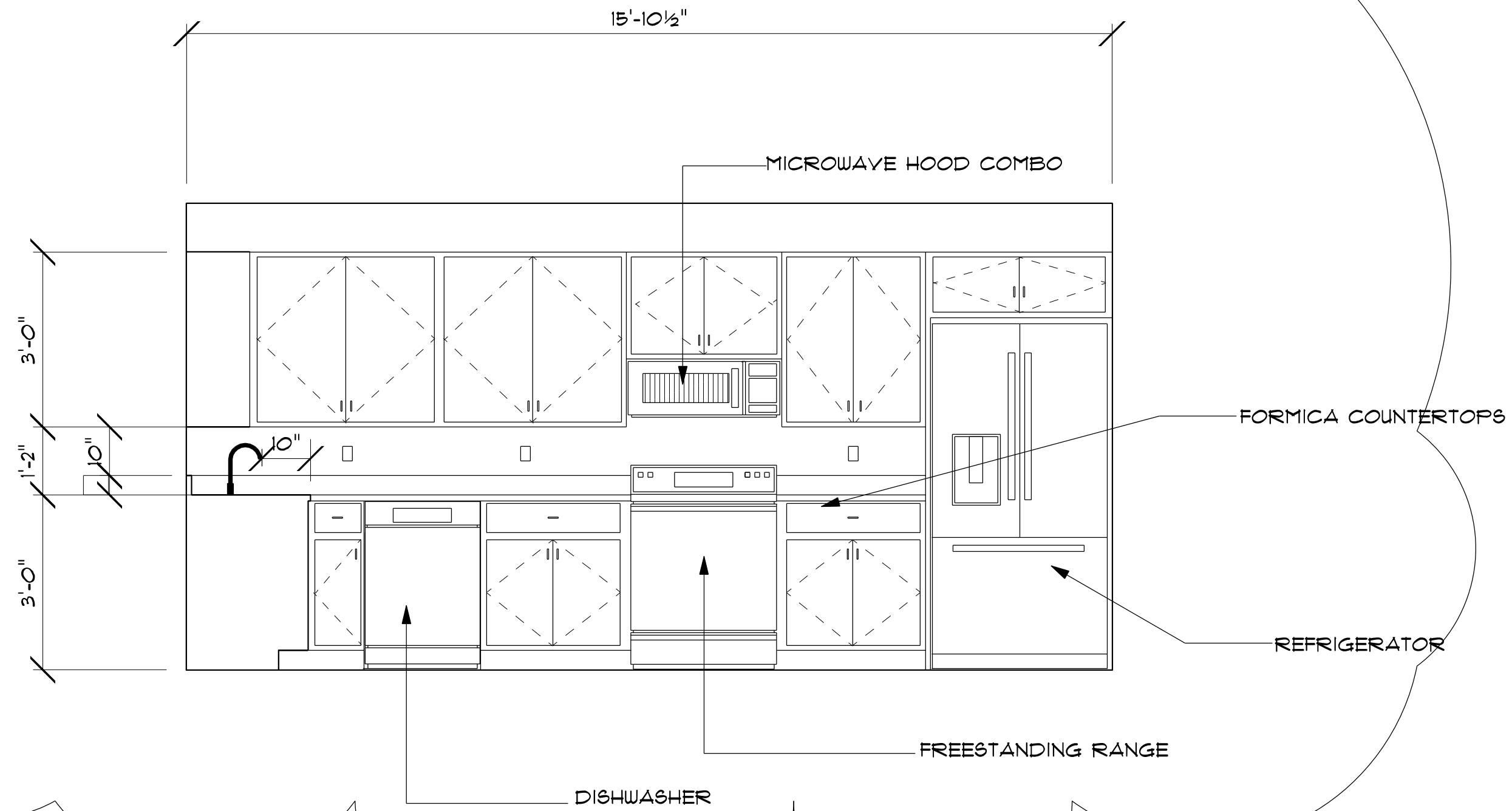
16



DOUBLE SINK

KITCHEN CABINET ELEVATION	1
SCALE: 1/2" = 1'-0"	A 801

17



MICROWAVE HOOD COMBO

FORMICA COUNTERTOPS

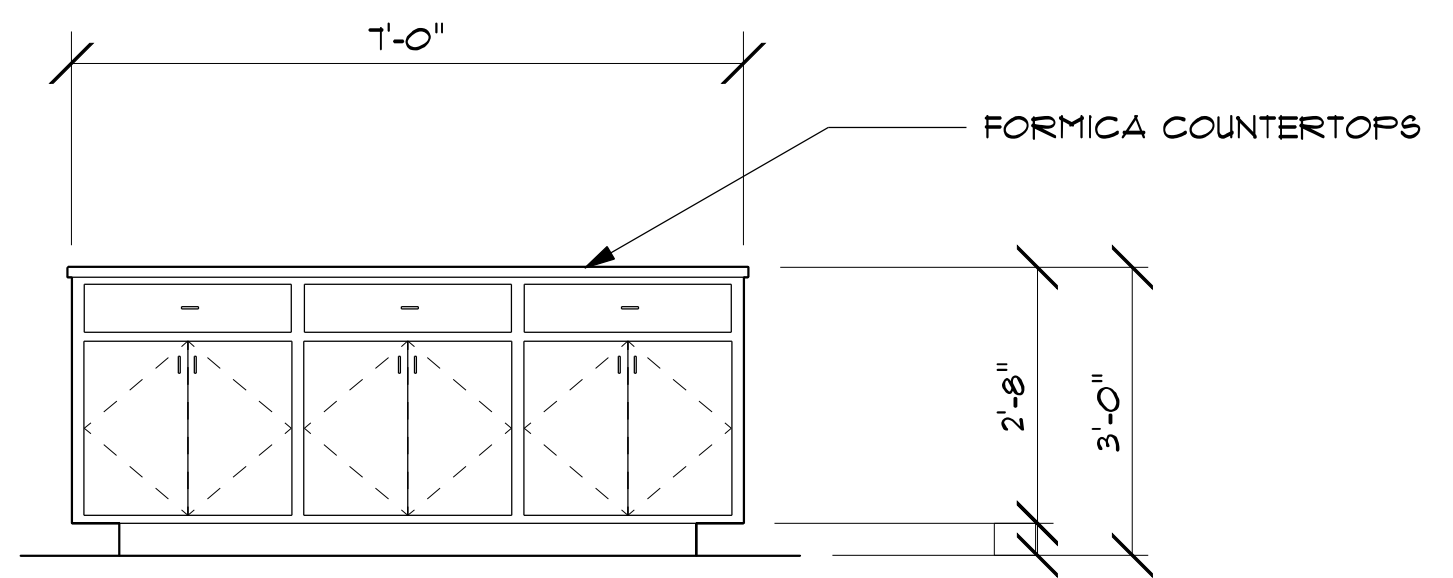
REFRIGERATOR

FREESTANDING RANGE

DISHWASHER

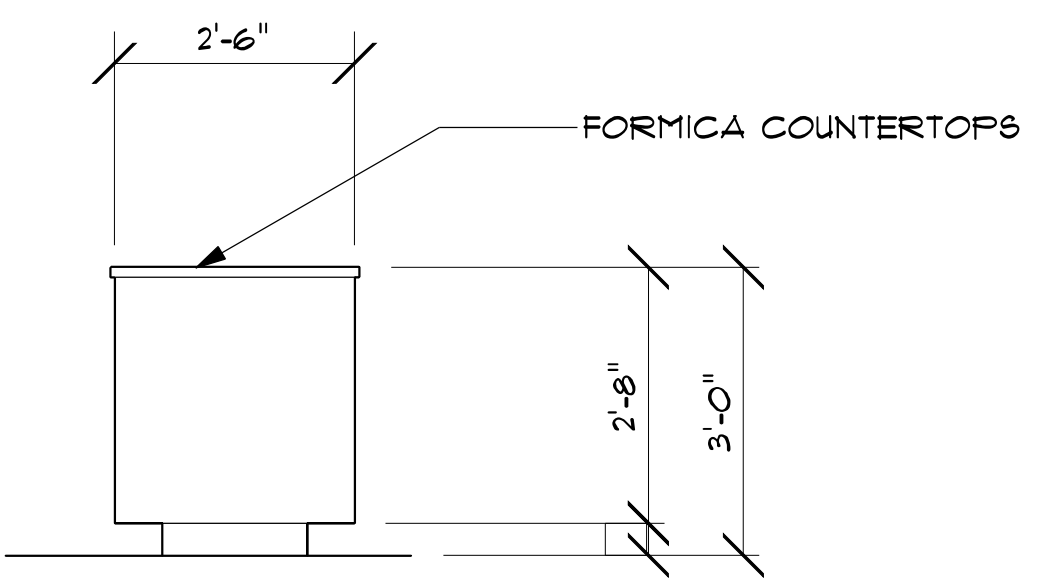
KITCHEN CABINET ELEVATION	2
SCALE: 1/2" = 1'-0"	A 801

19



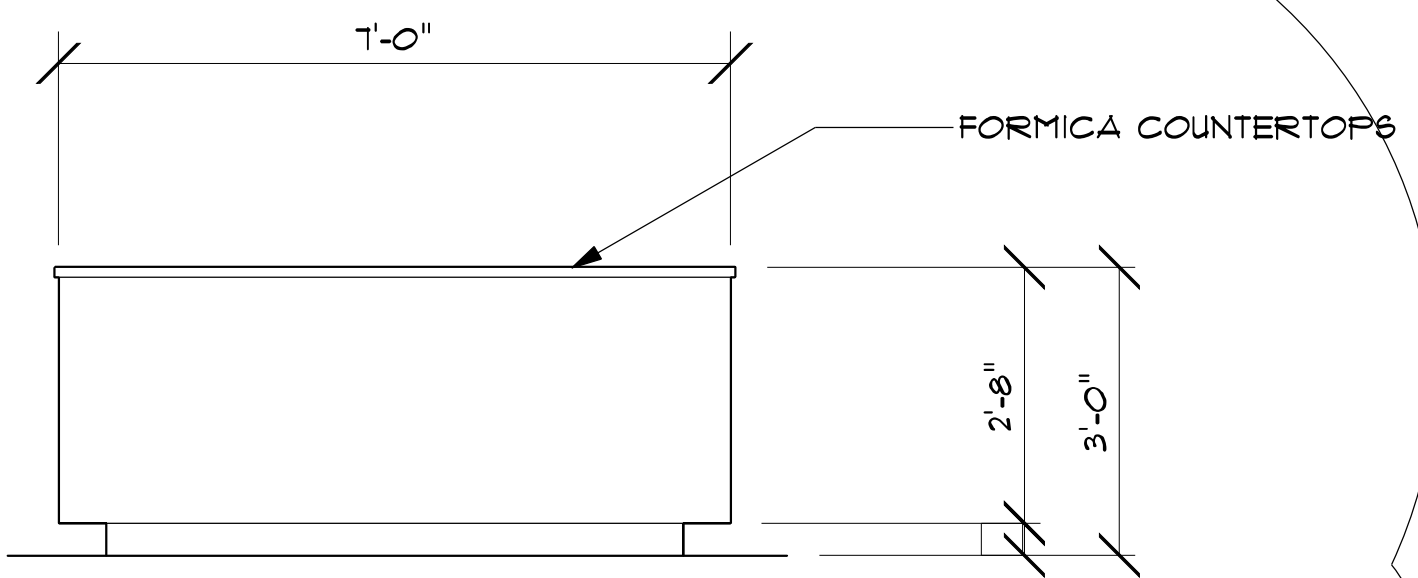
FORMICA COUNTERTOPS

KITCHEN CABINET ELEVATION	3
SCALE: 1/2" = 1'-0"	A 801



FORMICA COUNTERTOPS

KITCHEN CABINET ELEVATION	4
SCALE: 1/2" = 1'-0"	A 801



FORMICA COUNTERTOPS

KITCHEN CABINET ELEVATION	5
SCALE: 1/2" = 1'-0"	A 801



Commission Meeting

May 2, 2023

HCD_ Laney Walker/Bethlehem New Construction of One (1) Single Family Home approval request

Department: HCD

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

Caption: Motion to **approve** the development of (1) single-family home, new construction. (**Approved by Administrative Services Committee April 25, 2023**)

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 one (1) single family home identified as 33 Sherman Street, within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
33 Sherman Street Augusta, GA 30901	\$189,039.43	New Construction (Labor/ Materials)

Note: At closing, 100% of HCD's commitment to be returned to HCD.

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

Financial Impact: HCD utilizes Laney Walker/Bethlehem Revitalization funding.
Contract Amount 33 Sherman Street - \$189,039.43

Alternatives:	Deny HCD's request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop (new construction) one (1) single family unit, identified as 33 Sherman Street, within Laney Walker/Bethlehem.
Funds are available in the following accounts:	Funding: Laney Walker/Bethlehem Revitalization funding GL Code: 298-07-7343-5413150
<u>REVIEWED AND APPROVED BY:</u>	Procurement Finance Law Administrator Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****CAPITALRISE, LLC**

in the amount of

\$189,039.43 USD**One Hundred Eighty Nine Thousand Thirty Nine Dollars and 43/100**for Fiscal Year **2022**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**33 Sherman Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (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 CAPITALRISE, LLC, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “CAPITALRISE, 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, CAPITALRISE, LLC, a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

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

WHEREAS, CAPITALRISE, LLC has requested, and Augusta has approved a total of **\$189,039.43** 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: CAPITALRISE, LLC agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. CD CAPITAL INVESTMENT GROUP, LLC. agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ CD CAPITAL INVESTMENT GROUP, LLC will perform as co-developer with CAPITALRISE, LLC, a procured developer with Laney Walker/Bethlehem.
- ✚ CAPITALRISE, LLC will perform new construction for one (1) single family detached home identified as property number **33 Sherman Street**.
- ✚ CAPITALRISE, LLC will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ CAPITALRISE, 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. CAPITALRISE, 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 CAPITALRISE, 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 \$189,039.43**.

1. Profit

An amount not to exceed percent (50%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to CAPITALRISE, 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 **33 Sherman 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 **33 Sherman Street**.

2. Developer's Fee

N/A

3. Developer's Fee Disbursements

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

C. Program Location and Specific Goals to be Achieved

CAPITALRISE, 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 CAPITALRISE, 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, CAPITALRISE, 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

CAPITALRISE, 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, CAPITALRISE, 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 CAPITALRISE, LLC, a maximum of **\$189,039.43** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CAPITALRISE, 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 **\$189,039.43** and shall be on a pay for performance basis provided CAPITALRISE, LLC and HCD determine the progress is satisfactory. CAPITALRISE, LLC shall utilize the AIA Form

provided by HCD (see Appendix). For invoicing, CAPITALRISE, 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. When nearing 50%, the co-developer, CD CAPITAL INVESTMENT GROUP, LLC, should be prepared to pay their 50%: **\$94,519.72** as agreed to HCD for material and labor only.
4. HCD will monitor the progress of the project and CAPITALRISE, LLC's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
5. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter. CD CAPITAL INVESTMENT GROUP, LLC and HCD shall share in the cost and proceeds of developing the residence at **33 Sherman Street** as follows:
6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
7. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any CAPITALRISE, LLC deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to CAPITALRISE, LLC
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until CAPITALRISE, 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 CAPITALRISE, LLC for construction costs related to the development of one single family detached home identified as **33 Sherman Street**.

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

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

C. Timetable for Completion of Project Activities

CAPITALRISE, 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 **33 Sherman Street**.

Liquidated Damages

CAPITALRISE, 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 CAPITALRISE, 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 CAPITALRISE, 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

CAPITALRISE, 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 CAPITALRISE, 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 **33 Sherman 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. CAPITALRISE, LLC shall be paid a total consideration of no more than **\$189,039.43** 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 CAPITALRISE, 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 CAPITALRISE, 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 X: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to CAPITALRISE, LLC, or any subcontractor hereunder.
- B. CAPITALRISE, LLC shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to CAPITALRISE, 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 CAPITALRISE, 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. CAPITALRISE, 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 CAPITALRISE, 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 **33 Sherman Street**, HCD is to provide CAPITALRISE, LLC with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

CAPITALRISE, 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 CAPITALRISE, 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. CAPITALRISE, 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 CAPITALRISE, LLC. In such instances, CAPITALRISE, 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 CAPITALRISE, 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. CAPITALRISE, 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 CAPITALRISE, LLC publications and/or advertisements. (24 CFR 570.601).
- B. CAPITALRISE, LLC agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. CAPITALRISE, 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. CAPITALRISE, 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), CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, LLC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CAPITALRISE, 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. CAPITALRISE, 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, CAPITALRISE, 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. CAPITALRISE, 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, CAPITALRISE, 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 CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, LLC agrees to obtain all necessary permits for intended improvements or activities.
- O. CAPITALRISE, LLC shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. CAPITALRISE, 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.** CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, LLC will not discriminate against any person applying for shelter on the basis of religion. CAPITALRISE, 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 CAPITALRISE, 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 CAPITALRISE, 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.

CAPITALRISE, 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 fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CAPITALRISE, LLC or any subcontractor of CAPITALRISE, 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 CAPITALRISE, 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 CAPITALRISE, LLC cures any breach of the Agreement. If CAPITALRISE, LLC fails to cure the breach, Augusta may suspend or terminate the current award of funds. CAPITALRISE, 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 CAPITALRISE, 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 CAPITALRISE, LLC for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, CAPITALRISE, 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 CAPITALRISE, 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

Capitalrise, LLC will receive all notices at the address indicated below:

CAPITALRISE, LLC
ATTN: Peter Tuchyna/Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

With copies to:
CD CAPITAL INVESTMENT GROUP, LLC
ATTN: Duantavious Choates
6866 Fireside Lane
Atlanta, GA 30349

ARTICLE IX. INDEMNIFICATION

CAPITALRISE, 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, CAPITALRISE, 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 CAPITALRISE, LLC beyond the term of this Agreement.

CAPITALRISE, 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 CAPITALRISE, LLC for the purpose of securing business and that CAPITALRISE, 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: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

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

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **CAPITALRISE, LLC**

ATTEST: **CD CAPITAL
INVESTMENT GROUP, LLC**

By: _____
Owner

Owner

Date: _____

By: _____
Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

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

APPENDIX 3
Statutes: (Available on Request)

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

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

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

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 Larry L. McCord Design Build, LLC. 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, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

CAPITALRISE, 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.

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to CAPITALRISE, 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, CAPITALRISE, 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 CAPITALRISE, 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. CAPITALRISE, 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. CAPITALRISE, LLC must make sure contractors obtain and post all permits on job site.
- c. CAPITALRISE, 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.

Capitalrise LLC

Contractor Work Write-up

Item 3.

3062 Damascus Rd Augusta GA

(404)4278135 petr@capitalrise.us

Frank Klimes /Peter Tuchyna

Building of New house

\$ -

TOTAL WRITE-UP (INCLUDING CONTINGENCY)

\$ 189,039.43

TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY

\$ 189,039.43

GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD),CY (cubic yard)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I	TOTAL COST PER SECTION
Enter Materials	UNIT	Quantity	MATERIAL COST PER	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MAT & LABOR	PROFIT & OVER HEAD	
Homeowners Name	HCD					Contractor:	Capitalrise LLC		
Homeowners Address	33 sherman st								
Email									
Phone						Profit & Overhead Percentage:	16%		

FOUNDATION / MASONRY	House Heated Sq. Ft.		1,500	Total House Sq. Ft.		1678			
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	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00	\$ 550.00	\$ 88.00	\$ 638.00
	LF	1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
concrete ftg	CY	9	\$ 120.00	\$ 1,080.00	\$ 35.00	\$ 315.00	\$ 1,395.00	\$ 223.20	\$ 1,618.20
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 300.00	\$ 48.00	\$ 348.00
6 mil poly	ROLL	1	\$ 116.00	\$ 116.00	\$ 80.00	\$ 80.00	\$ 196.00	\$ 31.36	\$ 227.36
fill and tamp	CY	3	\$ 200.00	\$ 600.00	\$ 35.00	\$ 105.00	\$ 705.00	\$ 112.80	\$ 817.80
concrete pads for steps	CY	2	\$ 124.20	\$ 248.40	\$ 35.00	\$ 70.00	\$ 318.40	\$ 50.94	\$ 369.34
grading drive and sidewalk	LF	50	\$ 5.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 40.00	\$ 290.00
concrete drive and sidewalk	CY	50	\$ 5.00	\$ 250.00	\$ 4.50	\$ 225.00	\$ 475.00	\$ 76.00	\$ 551.00
rebar horiz	EA	0	\$ 1.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
rebar vert	EA	95	\$ 2.50	\$ 237.50	\$ 1.60	\$ 152.00	\$ 389.50	\$ 62.32	\$ 451.82
anchor bolts	EA	50	\$ 2.50	\$ 125.00	\$ 1.60	\$ 80.00	\$ 205.00	\$ 32.80	\$ 237.80
block wall 8x8x16 rear	EA	450	\$ 2.30	\$ 1,035.00	\$ 3.00	\$ 1,350.00	\$ 2,385.00	\$ 381.60	\$ 2,766.60
header blocks	EA	145	\$ 2.50	\$ 362.50	\$ 3.00	\$ 435.00	\$ 797.50	\$ 127.60	\$ 925.10
mortar mix	BAGS	26	\$ 10.00	\$ 260.00	\$ 0.36	\$ 9.36	\$ 269.36	\$ 43.10	\$ 312.46
mortar sand	Load	1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 40.00	\$ 290.00
brick veneer	EA	3000	\$ 0.50	\$ 1,500.00	\$ 0.30	\$ 900.00	\$ 2,400.00	\$ 384.00	\$ 2,784.00
house and slab	CY	18	\$ 155.00	\$ 2,790.00	\$ 130.00	\$ 2,340.00	\$ 5,130.00	\$ 820.80	\$ 5,950.80
porch slab	EA	3	\$ 155.00	\$ 465.00	\$ 140.00	\$ 420.00	\$ 885.00	\$ 141.60	\$ 1,026.60
BRICK STEPS AS PER PLAN	STEP	3	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 600.00	\$ 96.00	\$ 696.00
Rollobricks	EA	650	\$ 0.40	\$ 260.00	\$ 1.50	\$ 975.00	\$ 1,235.00	\$ 197.60	\$ 1,432.60
water sewer tap	LF	35	\$ 12.00	\$ 420.00	\$ 12.00	\$ 420.00	\$ 840.00	\$ 168.00	\$ 1,008.00
UTILITIES FEES ELECTRICAL	LS	1	\$ 399.58	\$ 399.58	\$ -	\$ -	\$ 399.58	\$ 63.93	\$ 463.51
UTILITIES FEES WATER	LS	1	\$ 200.00	\$ 199.58	\$ -	\$ -	\$ 199.58	\$ 31.93	\$ 231.51
BUILDERS RISK	LOT	1	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ 120.00	\$ 870.00

LAYOUT AND BATTER BOARD	LS	1	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 64.00	\$ 464.00
TERMITE TREATMENT	LOT	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 32.00	\$ 232.00
PORT-O-LET	LOT	1	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ 450.00	\$ 72.00	\$ 522.00
Total				\$ 13,498.56		\$ 8,476.36	\$ 21,974.92	\$ 3,515.99	\$ 25,490.91
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	2	\$ 210.00	\$ 420.00	\$ 100.00	\$ 200.00	\$ 620.00	\$ 99.20	\$ 719.20
GUTTERS & DOWNSPOUTS	PKG	1	\$ 1,570.00	\$ 1,570.00	\$ -	\$ -	\$ 1,570.00	\$ 251.20	\$ 1,821.20
LANDSCAPING	PKG	1	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -	\$ 2,800.00	\$ 448.00	\$ 3,248.00
GRADING / SITE PREPARATION	LS	9	\$ 150.00	\$ 1,350.00	\$ 50.00	\$ 450.00	\$ 1,800.00	\$ 288.00	\$ 2,088.00
Total				\$ 6,140.00		\$ 650.00	\$ 6,790.00	\$ 1,086.40	\$ 7,876.40
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	PKG	1	\$ 6,500.00	\$ 6,500.00	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 1,920.00	\$ 13,920.00
Total				\$ 6,500.00		\$ 5,500.00	\$ 12,000.00	\$ 1,920.00	\$ 13,920.00
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	22	\$ 160.00	\$ 3,520.00	\$ 80.00	\$ 1,760.00	\$ 5,280.00	\$ 844.80	\$ 6,124.80
Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.									
Total				\$ 3,520.00		\$ 1,760.00	\$ 5,280.00	\$ 844.80	\$ 6,124.80
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	\$16,000.00	\$ 16,000.00	\$ 7,100.00	\$ 7,100.00	\$ 23,100.00	\$ 3,696.00	\$ 26,796.00
WINDOWS / vynil	EA	1	\$ 4,300.00	\$ 4,300.00	\$ 600.00	\$ 600.00	\$ 4,900.00	\$ 784.00	\$ 5,684.00
EXTERIOR DOORS PKG	PKG	1	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00	\$ 1,300.00	\$ 208.00	\$ 1,508.00
INTERIOR DOORS & TRIM PKG	PKG	1	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,800.00	\$ 768.00	\$ 5,568.00
LOCKSET PACKAGE	EA	1	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 80.00	\$ 580.00
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 325.00	\$ 325.00	\$ 160.00	\$ 160.00	\$ 485.00	\$ 77.60	\$ 887.60
MAIL BOX	EA	1	\$ 100.00	\$ 100.00	\$ 20.00	\$ 20.00	\$ 120.00	\$ 19.20	\$ 139.20
HOUSE NUMBERS	EA	1	\$ 60.00	\$ 60.00	\$ 40.00	\$ 40.00	\$ 100.00	\$ 16.00	\$ 116.00
Fencing		0							\$ -
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	PKG	1	\$ 700.00	\$ 700.00	\$ 400.00	\$ 400.00	\$ 1,100.00	\$ 176.00	\$ 1,276.00
Total				\$ 25,685.00		\$ 10,720.00	\$ 36,405.00	\$ 5,824.80	\$ 42,229.80
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	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 240.00	\$ 1,740.00
Engineered flooring Prefinished	PKG	1	\$ 3,400.00	\$ 3,400.00	\$ 2,000.00	\$ 2,000.00	\$ 5,400.00	\$ 864.00	\$ 6,264.00
CERAMIC TILE (BATH & KITCHEN)	PKG	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 4,200.00	\$ 672.00	\$ 4,872.00
Total				\$ 5,500.00		\$ 5,600.00	\$ 11,100.00	\$ 1,776.00	\$ 12,876.00
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	1	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	\$ 1,520.00	\$ 11,020.00

Total				\$ 9,500.00		\$ -		\$ 1,520.00	\$ 11,020.00
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/CHROME FIXTURES(chrome)	PKG	1	\$ 11,400.00	\$ 11,400.00	\$ -	\$ -	\$ 11,400.00	\$ 1,824.00	\$ 13,224.00
Total				\$ 11,400.00		\$ -	\$ 11,400.00	\$ 1,824.00	\$ 13,224.00
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	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 6,000.00	\$ 10,500.00	\$ 1,680.00	\$ 12,180.00
ALARM SYSTEM W/CELLULAR MONITORING	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 96.00	\$ 696.00
LIGHT FIXTURES ALLOWANCE	PKG	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 192.00	\$ 1,392.00
Total				\$ 6,300.00		\$ 6,000.00	\$ 12,300.00	\$ 1,968.00	\$ 14,268.00
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	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 1,440.00	\$ 10,440.00
RANGE HOOD	PKG	1	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 200.00	\$ 1,450.00	\$ 232.00	\$ 1,682.00
Fireplace	pkg	0	\$ 3,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
AC CAGES	EA	1	\$ 450.00	\$ 450.00	\$ 50.00	\$ -	\$ 450.00	\$ 72.00	\$ 522.00
Total				\$ 8,200.00		\$ 2,700.00	\$ 10,900.00	\$ 1,744.00	\$ 12,644.00
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	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ 1,280.00	\$ 9,280.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER	PKG	1	\$ 3,200.00	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00	\$ 512.00	\$ 3,712.00
Total				\$ 11,200.00		\$ -	\$ 11,200.00	\$ 1,792.00	\$ 12,992.00
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	SF	1220	\$ 1.25	\$ 1,525.00	3.8	\$ 4,636.00	\$ 6,161.00	\$ 985.76	\$ 7,146.76
Total				\$ 1,525.00		\$ 4,636.00	\$ 6,161.00	\$ 985.76	\$ 7,146.76
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
Shower Glass	pkg	1	\$ -	\$ -	\$ 700.00	\$ 700.00	\$ 700.00	\$ 112.00	
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 64.00	\$ 464.00
Garage door	PKG	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 200.00		\$ 200.00	\$ 400.00	\$ 64.00	\$ 464.00
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	\$ 3,900.00	\$ 3,900.00		\$ -	\$ 3,900.00	\$ 624.00	\$ 4,524.00
Total				\$ 3,900.00		\$ -	\$ 3,900.00	\$ 624.00	\$ 4,524.00
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	\$ 100.00	\$ 100.00	\$ 360.00	\$ 360.00	\$ 460.00	\$ 73.60	\$ 533.60
DUCT & BLOWER TEST	EA	1	\$ 400.00	\$ 400.00	\$ 1.00	\$ 1.00	\$ 401.00	\$ 64.16	\$ 465.16
INTERIOR DEMOLITION	EA	1						\$ -	
EXTERIOR clean up	EA	1	\$ 400.00	\$ -			\$ 400.00	\$ 64.00	\$ 40.00
DUMPSTER	EA	1	\$ 1,100.00	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	\$ 176.00	\$ 1,276.00

Total				\$	1,600.00	\$	361.00	\$	2,361.00	\$	377.76	\$	2,738.76	
RECAP OF SECTIONS						SUM TOTAL WRITE-UP						\$	187,539.43	
Description				TOTAL MATERIAL		TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION					
FOUNDATION / MASONRY				\$	13,498.56	\$	8,476.36	\$	21,974.92	\$	3,515.99	\$	25,490.91	
EXTERIOR				\$	6,140.00	\$	650.00	\$	6,790.00	\$	1,086.40	\$	7,876.40	
SIDING				\$	6,500.00	\$	5,500.00	\$	12,000.00	\$	1,920.00	\$	13,920.00	
ROOFING				\$	3,520.00	\$	1,760.00	\$	5,280.00	\$	844.80	\$	6,124.80	
FRAMING & FINISH CARPENTRY				\$	25,685.00	\$	10,720.00	\$	36,405.00	\$	5,824.80	\$	42,229.80	
FLOORS CARPET /TILE				\$	5,500.00	\$	5,600.00	\$	11,100.00	\$	1,776.00	\$	12,876.00	
DRYWALL/ PLASTER				\$	9,500.00	\$	-	\$	-	\$	1,520.00	\$	11,020.00	
PLUMBING				\$	11,400.00	\$	-	\$	11,400.00	\$	1,824.00	\$	13,224.00	
ELECTRICAL				\$	6,300.00	\$	6,000.00	\$	12,300.00	\$	1,968.00	\$	14,268.00	
HEATING & AIR				\$	8,200.00	\$	2,700.00	\$	10,900.00	\$	1,744.00	\$	12,644.00	
CABINETS & APPLIANCES				\$	11,200.00	\$	-	\$	11,200.00	\$	1,792.00	\$	12,992.00	
PAINTING EXTERIOR/ INTERIOR				\$	1,525.00	\$	4,636.00	\$	6,161.00	\$	985.76	\$	7,146.76	
BATHROOM ACCESSORIES				\$	200.00	\$	200.00	\$	400.00	\$	64.00	\$	464.00	
INSULATION				\$	3,900.00	\$	-	\$	3,900.00	\$	624.00	\$	4,524.00	
DEMOLITION & CLEAN -UP				\$	1,600.00	\$	361.00	\$	2,361.00	\$	377.76	\$	2,738.76	
TOTALS				\$	114,668.56	\$	46,603.36	\$	152,171.92	\$	25,867.51	\$	187,539.43	
Cost per sf heated				\$125.03	PERMITS. REINSPECTIONS						\$			700.00
Cost per sf heated plus garage				\$ 111.76	2-10 WARRANTY						\$			800.00
				TOTAL WRITE-UP									\$	189,039.43
Total						\$	-	\$	-	\$	-	\$	-	
CONTRACTOR														
DATE HIRED														
BY														
ACCEPTED: TITLE														
DATE														
PREPARED BY: REVISED														
Grading and site preparation will be adjusted as per how many loads of dirt we will actually need														

1. ALL WORK SHALL CONFORM TO CURRENT INTERNATIONAL RESIDENTIAL CODES AND LOCAL AND STATE BUILDING CODES, RULES, AND REGULATIONS.
2. VERIFY ALL DIMENSIONS, DRAINING, SOLAR FOOTCAGES, AND TESTS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UNLESS OTHERWISE NOTED, AS WELL AS OBTAINING PERMITS FOR THE EVALUATIONS CHANGE BY LOCALLY, REPAIR, SWAP, ORANGE COUPLERS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
4. DO NOT SIGNIFICANTLY VARY OR MODIFY THE WORK SHOWN, EXCEPT WITH WRITTEN PERMISSION FROM THE ARCHITECT.
5. REPORT PROBLEMS OR QUESTIONS TO THE DESIGNARCHITECT IMMEDIATELY.
6. THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF THE DESIGNARCHITECT, AND MAY BE REPRODUCED ONLY WITH THE PRIOR PERMISSION OF THE DESIGNARCHITECT. UNAUTHORIZED REPRODUCTION WILL INVOKE THE NAME OF THE DESIGNARCHITECT.

FASTENERS: FOR ALL PRESERVATIVE-TREATED & FIRE-RETARDANT TREATED: CONNECTORS SHALL BE TREATMENT RATED. FASTENERS SHALL BE HOT-DIPPED ZINC-COATED GALVANIZED, STAINLESS STEEL, SILICON BRONZE OR COPPER. FOLLOW IBC TABLE R602.3 (1) FASTENER SCHEDULE FOR STRUCTURAL MEMBERS.

SITE PREPARATION: A SURFACE DRAINAGE PATTERN SHOULD BE ESTABLISHED WHICH WILL DRAIN THE ENTIRE AREA AND DIRECT WATER AWAY FROM THE HOUSE. THE FINISHED GRADE WILL BE SLOPED AWAY FROM THE FOUNDATION WALL OF THE HOUSE.

CONCRETE FOUNDATION: REMOVE ALL LOOSE & ORGANIC MATERIALS & EXCAVATE FOR FOOTINGS & PADS AS PER PLAN. THE DISTANCE OF THE FOOTING BASE TO THE FINISHED GRADE MUST BE NO LESS THAN THE DEPTH OF LOCAL FROST PENETRATION. FOOTINGS MUST BE ACCURATELY POSITIONED AND ROUGH LEVEL. FOOTINGS 1/4" IN SIZE & DEPTH DEPENDENT ON THE ALLOWABLE SOIL PRESSURE AND THE LOAD. THE BOTTOM OF THE FOOTING IS ALWAYS PLACED ON UNDISTURBED SOIL OR COMPACTED GRANULAR FILL WITH HIGH RAIN LEVEL.

WATERPROOFING: CONCRETE WALLS BELOW GRADE SHOULD BE WATERPROOFED WITH A NON-TOXIC ELASTOMERIC MATERIAL APPLIED ON THE EXTERIOR SURFACE FROM THE FOOTINGS TO THE FINISHED GRADE LINE, TO MAKE THE WALL WATERTIGHT AGAINST ORDINARY SEEPAGE THAT MAY OCCUR.

FRAMING, PROUD SILL PLATE INSTALLATION, INSPECT CONCRETE WORK CONDITION AND COMPARE ALL SIZE DIMENSIONS WITH FOUNDATION PLAN DIMENSIONS. SILL ANCHOR, THE SILL PLATE MAY BE Laid ON CHAIRBUILT UP, IF THE TYPE OF FOUNDATION IS DIRT, THE SILL PLATE MAY BE Laid ON CONCRETE WITH A CLOSED GEL FROM GASET OR OTHER APPROPRIATE MATERIAL IN BETWEEN, AND OF SAME WIDTH AS SILL PLATE. SILL PLATE SHALL BE PRESSURE TREATED 2x MATERIAL D/2 OR BETTER, 4x 2 INCH, AND CONCRETE SHALL WITH 3x6 ANCHOR SILL BE DIMENSIONED 7 INCH IN CONCRETE & 2 INCH ABOVE CONCRETE. ANCHOR SILL SHALL BE PLACED 3'-0" OC, MAX. ADASH AND 12" FROM ENDS WITH TWO SILL NAIL PER SILL PLATE.

FLOOR JOISTS: JOISTS SHOULD BE INSTALLED, LOCATED & SPACED ACCORDING TO LOCAL DESIGN PROS - VERIFY BUILDING SECTIONS VS LOCAL CONDITION REQUIREMENTS.

ANY JOISTS HAVING A SLIGHT BOW ENGINEER SHOULD BE SUPPORTED AT THE CROWN ON TOP. ALL JOISTS TO HAVE A MINIMUM OF 1" - 1 1/2" BEARING AT SUPPORT. FLUSH FRAMED JOIST TO BE FASTENED TO BEAMS WITH TALLY NAILLED JOIST HANGERS. ALL FLOOR OPENINGS TO BE FRAMED WITH DOUBLE TRIMMER JOIST AND DOUBLE HEADER JOIST. INSTANT DOUBLE JOIST ON SOLID BLOCKING UNDER ALL FRAMED PARTITION WALLS. INSTANT BLOCKING BETWEEN JOISTS TO TRANSFER CONCENTRATED LOADS TO BEAMS BELOW.

1. CONSIDER SPECIAL ORDERING FORMALDEHYDE-FREE PLYWOOD.
2. ZERO-VOC, NON-TOXIC & NON-CARCINOGENIC PAINTS & STAINS ARE RECOMMENDED.
3. ZERO-VOC, NON-TOXIC & NON-CARCINOGENIC CAULKS, SEALANTS & ADHESIVES RECOMMENDED.

1. NO BROAD SPECTRUM INSECTICIDES OR HERBICIDES TO BE APPLIED BEFORE, DURING OR AFTER THE FOUNDATION WORK. APPLY TERMITE SHIELDS ONLY, IF REQ'D. PROPERLY SCREEN VENTING & OPENINGS.

1. NUMBER OF JACK STUDS FOR ALL GIRDER & HEADER SPANS PER IRC TABLE HS02.5 (1) & (2) - FOOTNOTE 'D'.
2. POSITIVE CONNECTION & TRANSFER OF LOAD FROM ROOF TO LOAD SUPPORTING

3. PROVIDE ANCHORAGE OF BEAMS OR GIRDERS TO POSTS PER IRC SEC'S R407.3, R502.2, & R802.11
4. THIS STRUCTURE TO COMPLY WITH MIN. FASTENER SCHEDULE, IRC TABLE R602.3.1) (TAB. (6))
5. SOUD BLOCKING REQ'D @ ALL BEARING POINTS OF FLOOR, CEILING & ROOF SYSTEMS ACCORDING TO IRC SEC'S R602 & R802
6. ATTIC VENTILATION PER IRC SEC. R806.

1. ALL ROOMS TO BE USED FOR SLEEPING PURPOSES & BASEMENTS WITH HABITABLE SPACE REQUIRE EMERGENCY & RESCUE OPENING COMPLYING WITH IRC SEC R310.1.

HINGED WITH MIN. 32" (813 MM) CLEAR WIDTH WHEN MEASURED B/T THE FACE OF THE DOOR & THE STOP W/ DOOR AT 90 DEGREES (1.57 RAD.). MIN. CLEAR HEIGHT OF DOOR MUST NOT BE < THAN 78" (1981 MM) MEASURED FROM TOP OF THRESHOLD TO BOTTOM OF STOP

2. MINIMUM 24" NET CLEAR OPENABLE HEIGHT.
3. MINIMUM 20" NET CLEAR OPENABLE WIDTH.

5. OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE.

BEDROOMS & BATHROOMS TO MEET R305 EXCEPTIONS (1) AND (2) FOR SLOPED CEILINGS

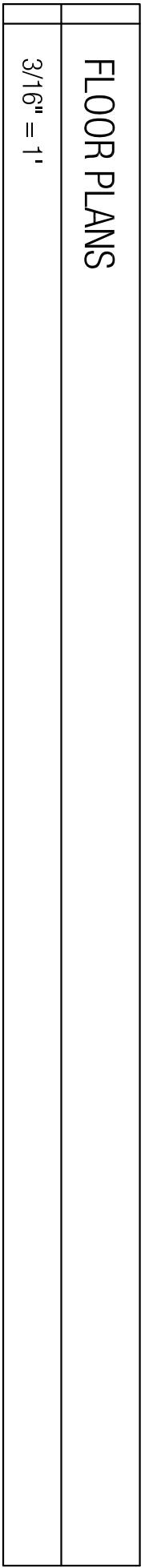
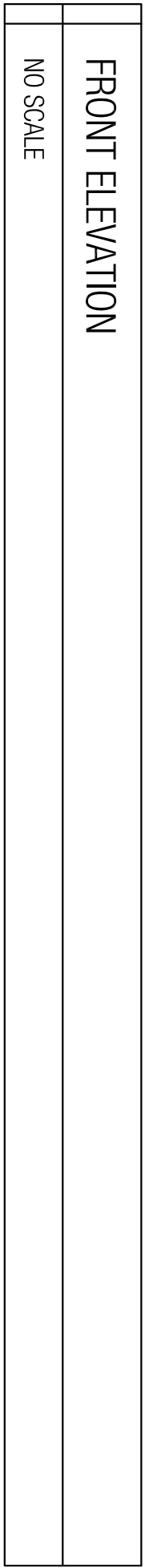
STAIRS:

MINIMUM FIREPLACE REQUIREMENTS:

1. PROPANE & SOLID FUEL BURNING FIREPLACES INSTALLATION SHALL COMPLY WITH IBC CHAP. 10.2, PROPANE & SOLID FUEL BURNING FIREPLACES TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

By accepting these Drawings, Property owners signify their agreement that residential Designer

the Drawings for information and reference in connection with the use and occupancy of the property, Architectural Works Copyright Protection Act of 1990.



This project is for the design and construction of a new single-family residence and includes building of masonry foundation, wood framing for floor, walls, ceiling and roof and the installation of doors and windows, wall sheathing, exterior siding and interior finish materials including insulation and electrical fixtures. Interior trim and kitchen cabinetry and counter tops and appliances shall be installed. Plumbing and HVAC duct work and diffusers shall be installed.

The General Contractor shall provide a new 150 A, 240 V electrical service electrical panel box and copper wiring, receptacles, fixtures and switches. The General Contractor shall provide a new furnace and cooling system and duct work and all necessary diffusers. The General Contractor shall provide necessary water piping and new sanitary piping and necessary fixtures for the baths and kitchen. The general contractor shall verify and coordinate Pre-Engineered Framing for the floors, ceiling and roof assemblies

Although Home Patterns LLC strives to create the most complete package available, it is impossible for Home Patterns LLC to, in good faith, guarantee that this plan will meet all local building requirements. Home Patterns LLC provides a house plan that strives to meet critical and

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Released For Construction

sheet no.

title

FLOOR PLAN NOTES:

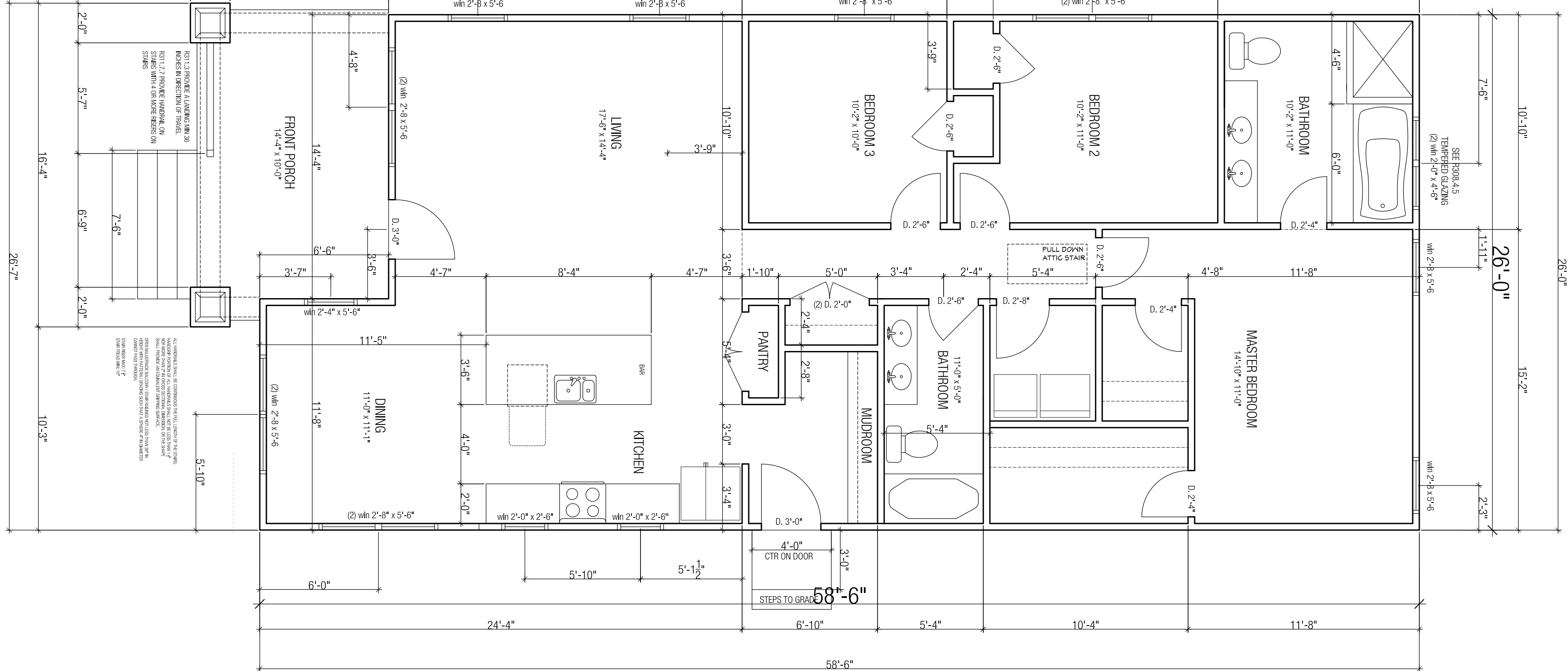
- WINDOW REQUIREMENTS:
1. MINIMUM 5'5" SO, FT. NET CLEAR OPERABLE AREA, EXCEPT GRADE FLOOR OPERABLE AREA, MIN. 5'0" FT. OPERABLE AREA.
 2. MINIMUM 24" NET CLEAR OPERABLE HEIGHT.
1. ALL ROOMS TO BE USED FOR SLEEPING, BATHROOMS & BATHS WITH HABITABLE SPACE REQUIRE EMERGENCY & RESCUE OPENING COMPLYING WITH IRC SEC 813.0.1.
2. AT LEAST ONE DOOR SHALL MEET EGRESS REQ. IRC 813.1. THIS DOOR MUST BE SIZED WITH MIN. 28" (813 MM) CLEAR WIDTH WHEN MEASURED BY THE FACE OF THE DOOR & THE STOP W/ DOOR MUST BE SLOPED BY THE FACE OF THE DOOR. THE STOP W/ DOOR MUST BE LESS THAN 78" (1.98 MM) CLEAR HEIGHT OF DOOR MUST NOT BE > THAN 78" (1.98 MM) MEASURED FROM TOP OF THRESHOLD TO BOTTOM OF STOP.

**This Drawings Provided for Architectural Design Only
Field Verify all Dimensions
Released For Construction**



FIRST FLOOR PLAN

1/4"=1'-0"



Date of Issue: October 11, 2021

30 Elm Place, Hastings on Hudson, NY 10706
(864) 278 0068 INFO@HOMEPATTERNS.COM

A1

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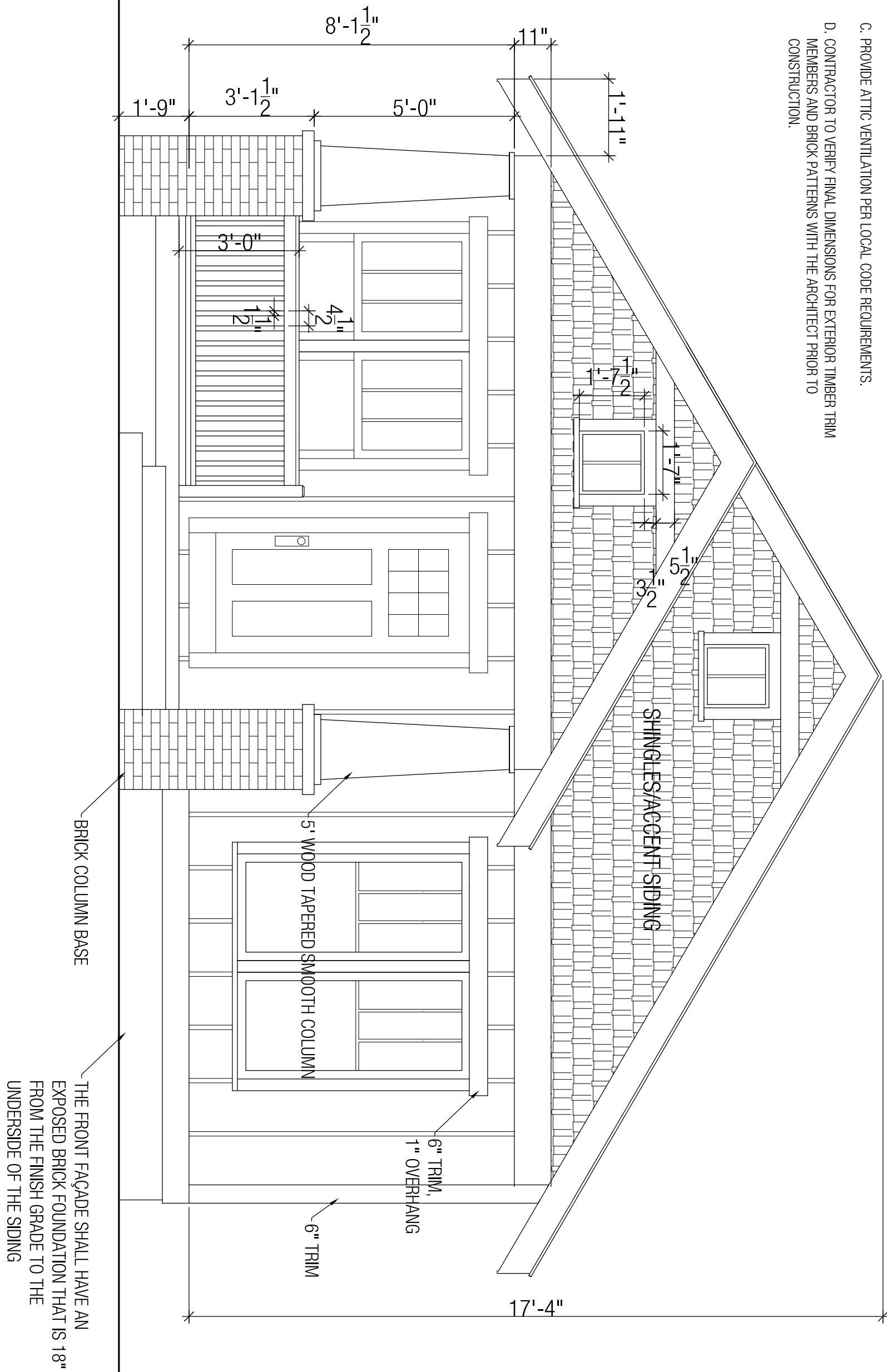
ELEVATION NOTES

A. GENERAL CONTRACTOR SHALL VERIFY EXISTING GRADES AND COORDINATE ANY ADJUSTMENTS NECESSARY TO HOUSE WITH OWNER.

B. PLUMBING AND HVAC VENTS SHALL BE GROUPED IN ATTIC TO LIMIT ROOF PENETRATIONS TO BE LOCATED AWAY FROM PUBLIC VIEW, I.E. AT THE REAR OF THE HOUSE AND SHALL BE PRIMED AND PAINTED TO MATCH ROOF COLOR.

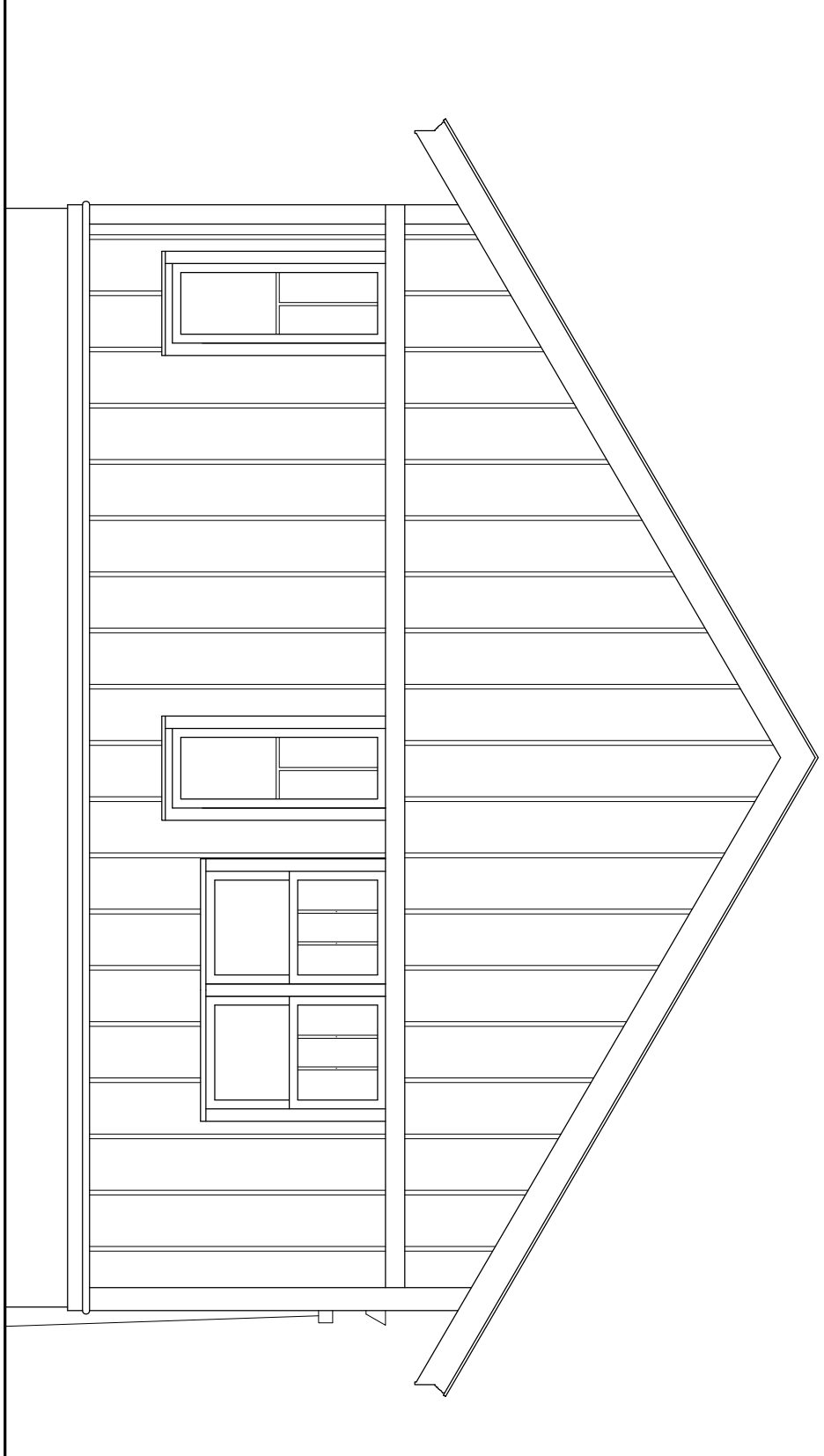
C. PROVIDE ATTIC VENTILATION PER LOCAL CODE REQUIREMENTS

D. CONTRACTOR TO VERIFY FINAL DIMENSIONS FOR EXTERIOR TIMBER TRIM MEMBERS AND BRICK PATTERNS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.



FRONT ELEVATION

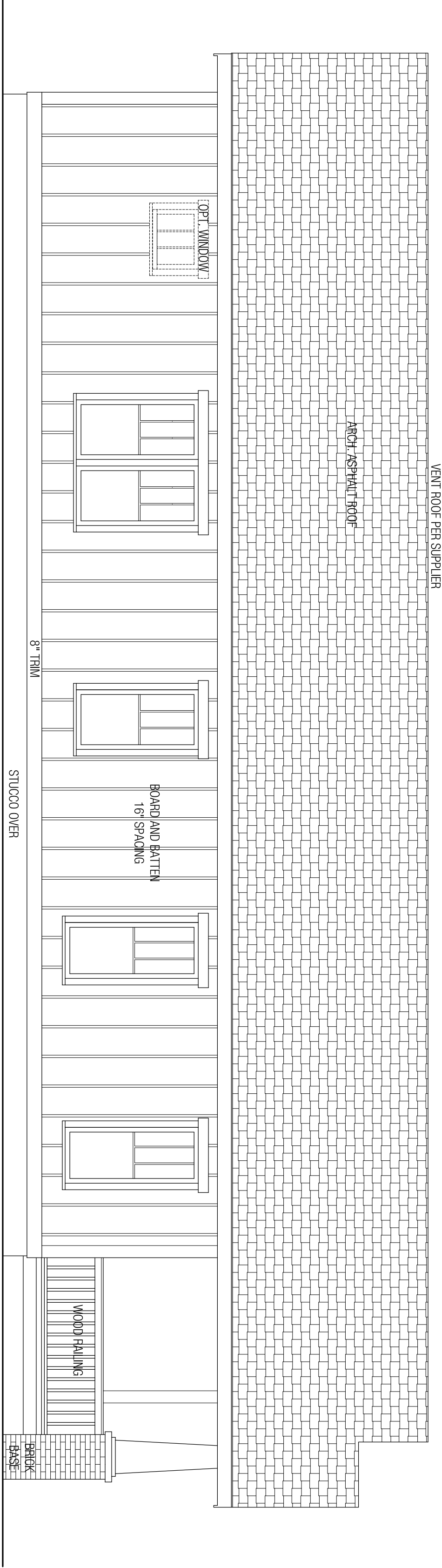
3/8"=1'-0"



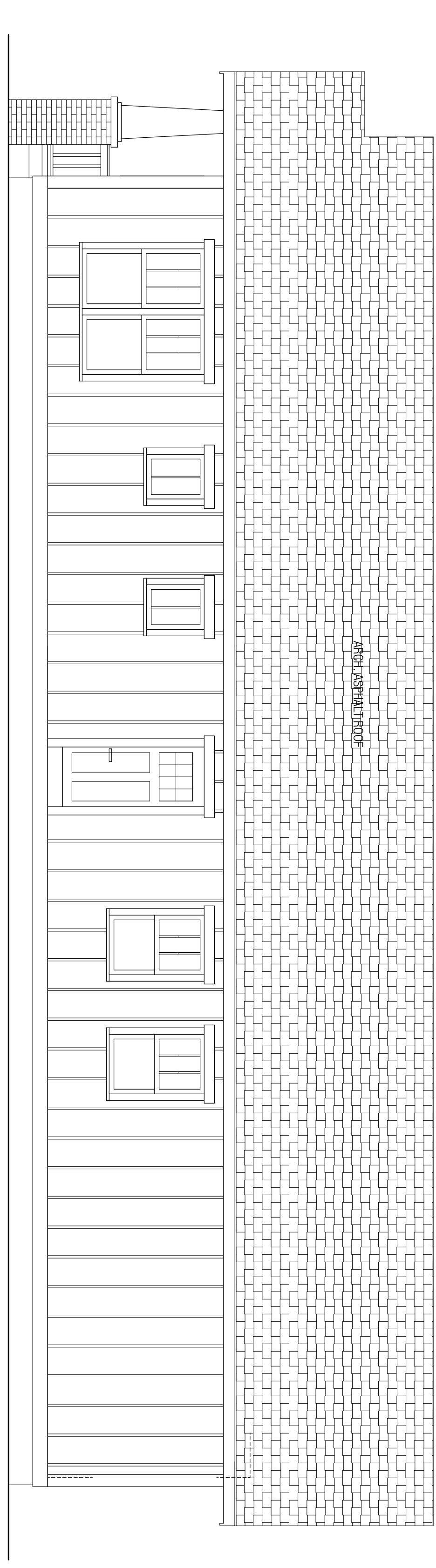
BACK ELEVATION

 $1/4"=1'-0"$

SIDE ELEVATIONS

 $1/4"=1'-0"$ 

SIDE ELEVATIONS

 $1/4"=1'-0"$ 

SIDE ELEVATIONS

 $1/4''=1'-0''$

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BUILDING CODE INFORMATION

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Revisions/Additions By Others:

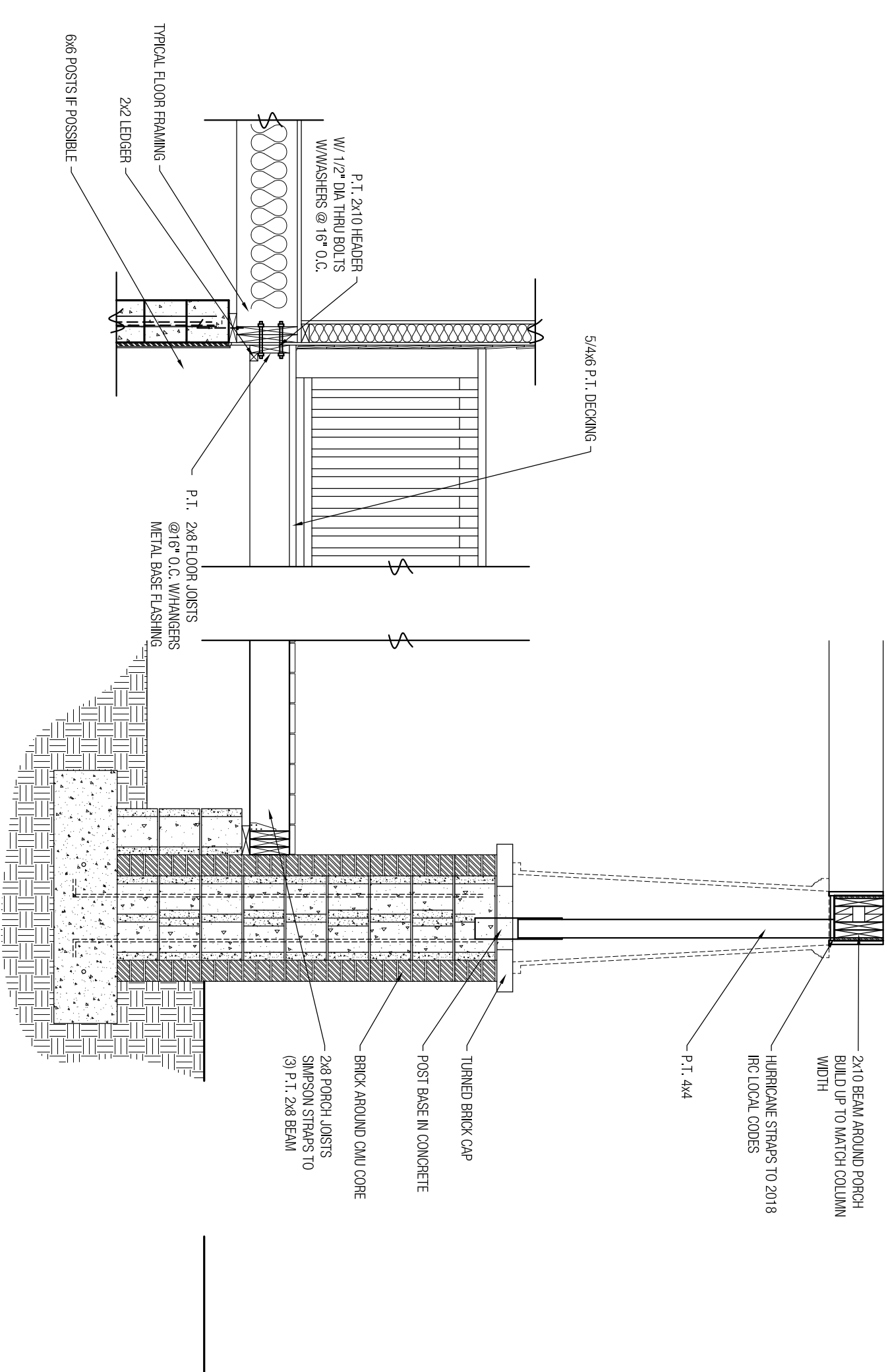
Date of Issue: October 11, 2021

HOME PATTERNS

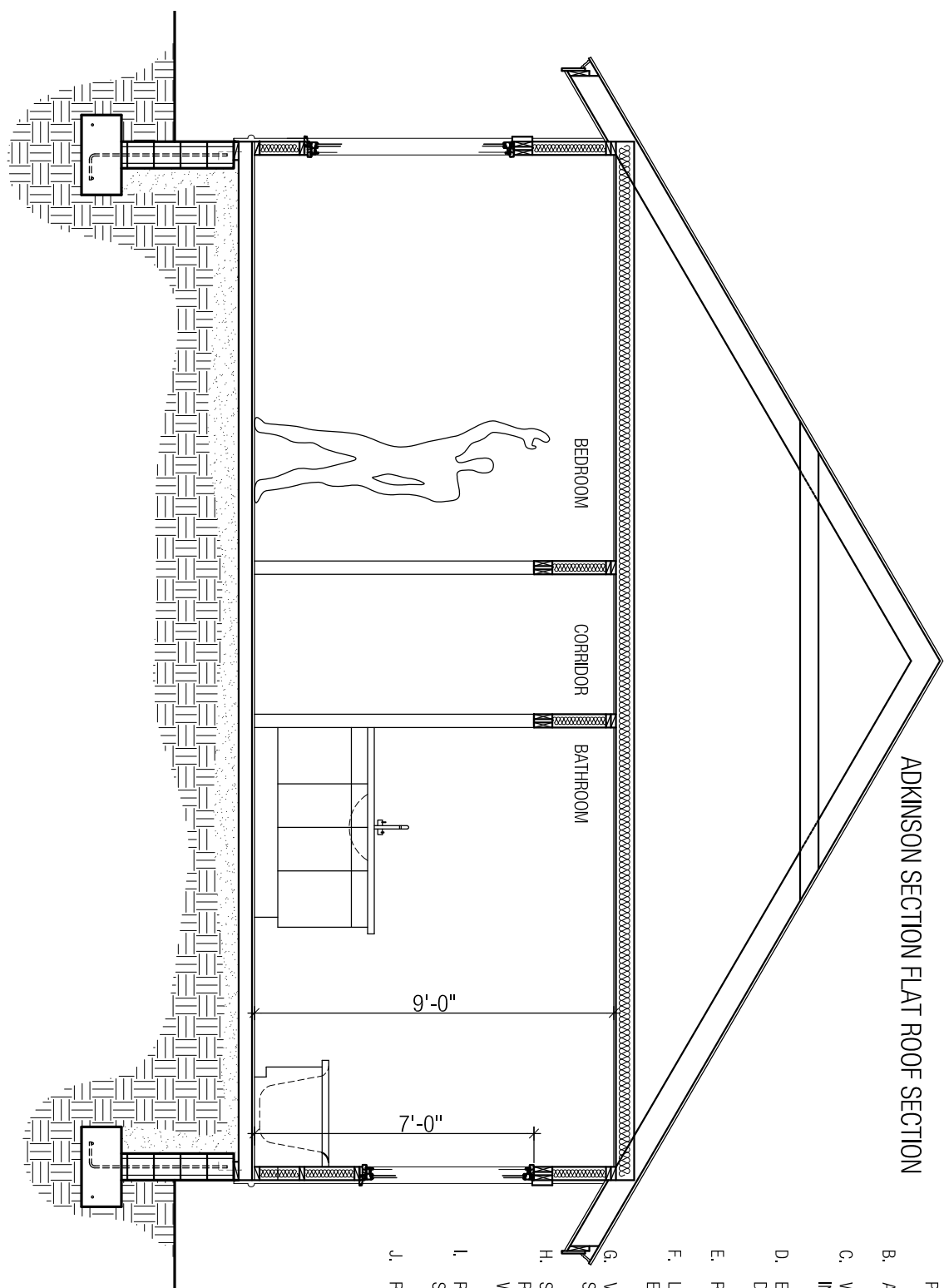
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SECTION NOTES

- A. PROVIDE INSULATION BATTETS AT EAVE VENTS BETWEEN RAFTERS. THUSSES.
- B. ROOF, VALLEY AND HIP MEMBERS SHALL BE FULL VERTICAL DEPTH OF FINISHING MEMBERS.
- C. PROVIDE 2x6 COLLAR TIERS AT 4' ON C.C. (UNLESS ROOF IS THUSSED).
- D. PROVIDE CONTINUOUS 2x6 THUSSES AT MID-SPAN OF RAFTERS. SPACE AT 8' ON C.C. (UNLESS ROOF IS THUSSED).
- E. PROVIDE 2x4 STUDS AT 4' ON C.C. FROM PURLINS TO BEARING WALLS AT 65° MINIMUM ANGLE. (UNLESS ROOF IS THUSSED).
- F. HANDRAILS SHALL BE MOUNTED 32"-34" ABOVE FINISH OF STAIRS. GUARDRAILS SHALL BE MOUNTED AT 36".

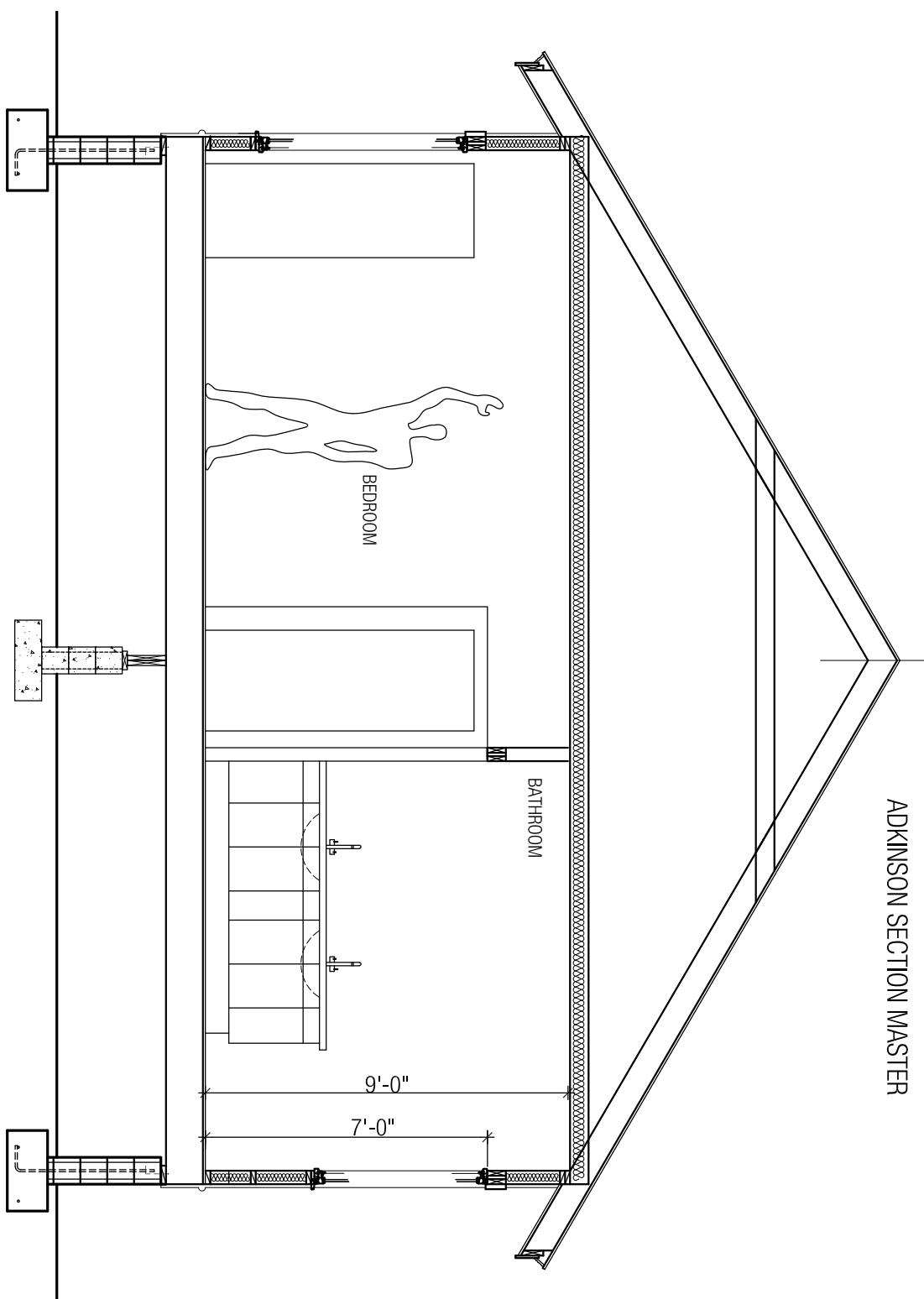


COLUMN AND PORCH CONNECTIONS

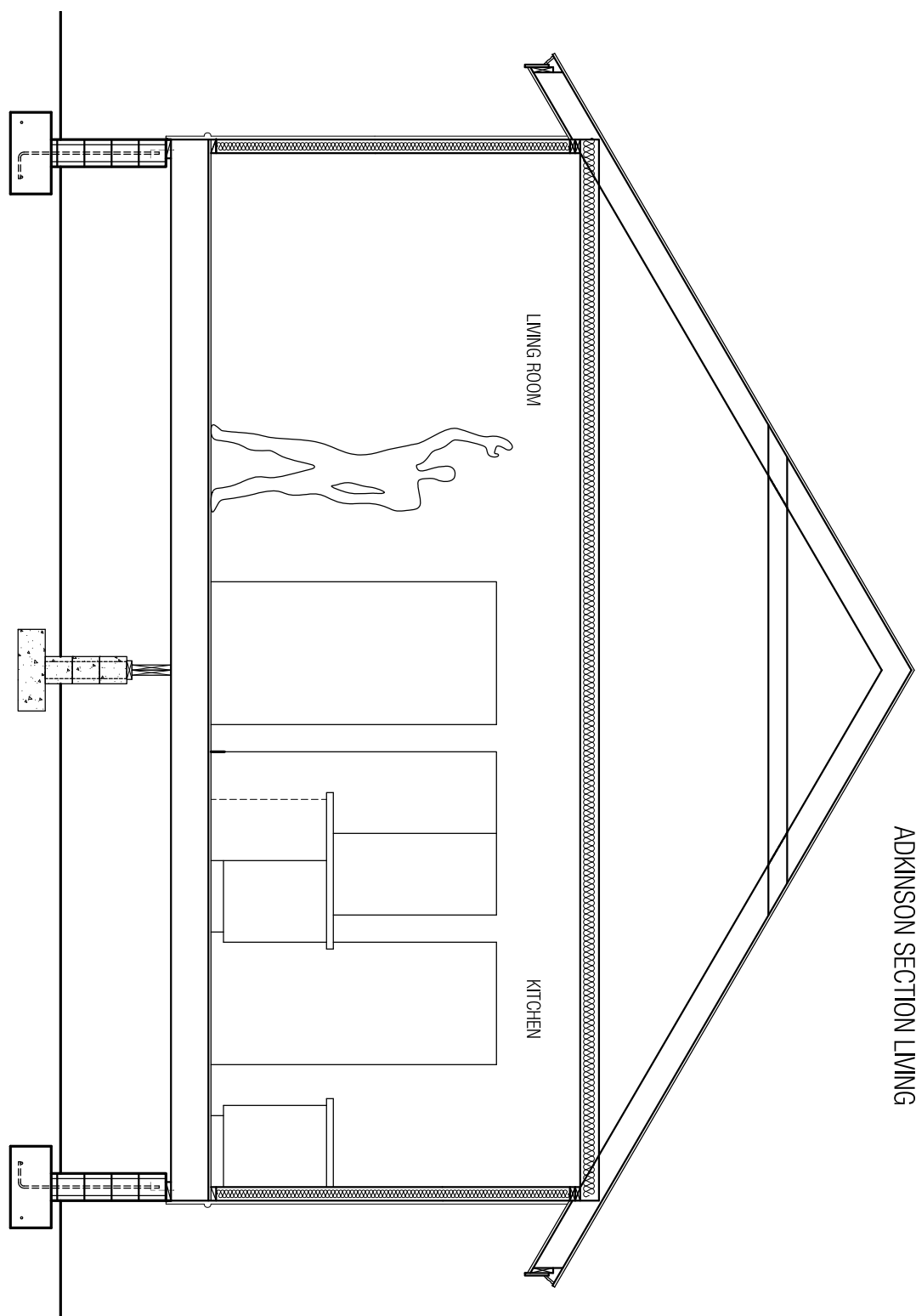
 $3/4"=1'-0"$ 

ADKINSON SECTION FLAT ROOF SECTION

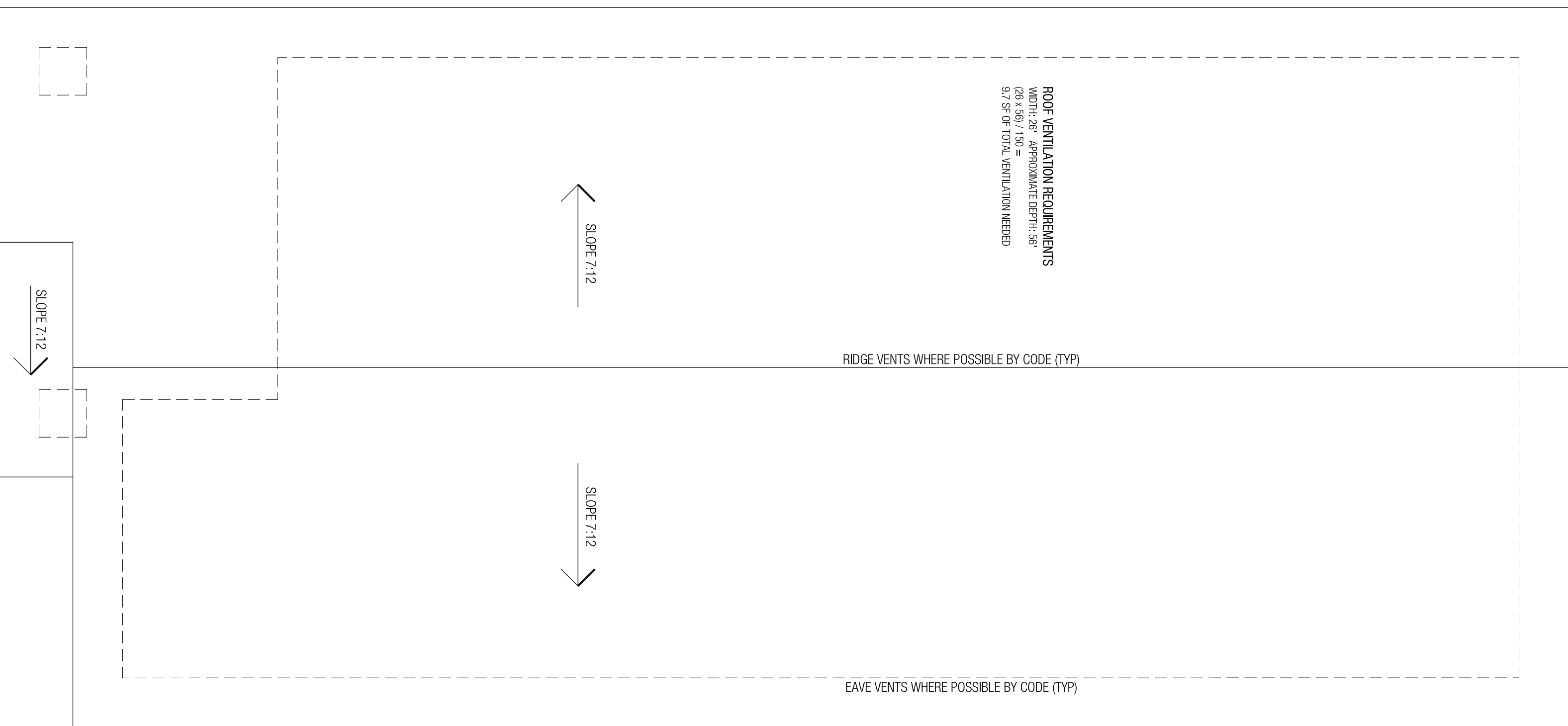
- A. GUTTERS OR RE-INSTALLED GUTTERS IN ALL CASES, GUTTERS AND DOWNSPOUTS TO BE PERFORMED 5' OVER STYLE, CONSTRUCTED OF ALUMINUM AND INSTALLED PERMANENTLY IN A SLOPED HANGER SYSTEM, NO DOWNSPOUTS TO COLLECTOR PIPES.
 B. ALL METAL, PREPARED FLASHING TO BE INSTALLED WITH 12" HEMMED EDGES.
 C. INTERIOR FLASHING: 6" WIDE, 1/4" MIN. THICK METAL, CERTAINTED, UNDERLAPPED 1" AT JOINTS. FLASHING LESS THAN 4" WIDE AND 6" HIGH SPECIFICATIONS, UNDERLAP TO BE INSTALLED BRIMING ALL STEPS FLASHING, SHEET WALL FLASHING, DETAIL WALL FLASHING, AND WALL FLASHING. PREPARED FLASHING TO BE INSTALLED WITH 12" HEMMED EDGES.
 D. EXTERIOR FLASHING: 6" WIDE, 1/4" MIN. THICK METAL, CERTAINTED, UNDERLAPPED 1" AT JOINTS. FLASHING LESS THAN 4" WIDE AND 6" HIGH SPECIFICATIONS, UNDERLAP TO BE INSTALLED BRIMING ALL STEPS FLASHING, SHEET WALL FLASHING, DETAIL WALL FLASHING, AND WALL FLASHING. PREPARED FLASHING TO BE INSTALLED WITH 12" HEMMED EDGES.
 E. ROOF FLASHING: METAL CONTINUOUS OVER EDGE FLASH OVER SHIMMERS IN ALL ROOF EAVES, MADE FLASHING TO LAP BRIDGE AND SHADOW BRIDGES.
 F. LATER WALL FLASHING: METAL DETAIL WALL FLASHING OVER SHIMMERS, EXTERIOR PREPARED METAL FLASHING 5" MIN. UP VERTICAL WALL AND 5" MINES ON ROOF. ALL EDGES TO BE HEMMED.
 G. WALLE FLASHING: METAL DETAIL FLASHING OVER "WINTERBROOK" DETAIL CONTINUOUS PREPARED METAL WALL FLASHING CORNER 1" AT CORNERS, ROOFING TO OVERLAP SHIMMERS MINIMUM 5" ABOVE CORNER, MINIMUM 5" CLEAR INTERIOR FLASHING EDGES, ALL FLASHING EDGES TO BE HEMMED.
 H. STEPPED WALL FLASHING: METAL DETAIL FLASHING OVER "WINTERBROOK" WALLE FLASHING TO BE KEPT 4" MINES UP DETAIL, 12" MINES UP ROOF, 12" MINES ON ROOF. INTERIOR WALL FLASHING METAL DETAIL FLASHING OVER "WINTERBROOK" WALLE FLASHING TO BE KEPT 4" MINES UP DETAIL, 12" MINES ON ROOF, 12" MINES ON ROOF. INTERIOR WALL FLASHING METAL DETAIL FLASHING OVER "WINTERBROOK" WALLE FLASHING TO BE KEPT 4" MINES UP DETAIL, 12" MINES ON ROOF, 12" MINES ON ROOF.
 I. ROOF DETAIL FLASHING: 15.18 DETAIL OVER FLASHING, ON SLOPES OF LESS 3:12 OR LESS, USE TWO LAYERS, LAP ALL HORIZONTAL AND VERTICAL SHIMMERS 4" MINES MINIMUM IN SHIMMER FLASHING.
 J. ROOFING: METAL DETAIL OVER ROOF, ROOFING PER WALL FLASHING SPECIFICATIONS.



ADKINSON SECTION MASTER



ADKINSON SECTION LIVING



ROOF PLAN

 $1/4"=1'-0"$

Revisions/Additions By Others:

Date of Issue: October 11, 2021

HOMEPATTERNS crafted simplicity
30 Elm Place, Hastings on Hudson, NY 10706
(864) 278 0068 INFO@HOMEPATTERNS.COM

30 Elm Place, Hastings on Hudson, NY 10706
(864) 278 0068 INFO@HOMEPATTERNS.COM

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BUILDING THE ILC STRATEGY

Although there remains ILC skepticism to create the most effective ILC, there are several steps that can be taken. Patients ILCs can be used to build the business case for the ILC and to build the ILC infrastructure. Patients ILCs can provide a focused plan and timeline to meet clinical and operational goals, identify the resources needed to implement the ILC, and provide a timeline for implementation. Patients ILCs can also provide a focused plan and timeline to meet clinical and operational goals, identify the resources needed to implement the ILC, and provide a timeline for implementation. Patients ILCs can also provide a focused plan and timeline to meet clinical and operational goals, identify the resources needed to implement the ILC, and provide a timeline for implementation.

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A4



Commission Meeting

May 2, 2023

HCD_ Sand Hills Urban Development in Partnership with Vital Steps Funding Request

Department: HCD

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

Caption: Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers. **(Approved by Administrative Services Committee April 25, 2023)**

Background: Housing and Community Development have paired Sand Hills Urban Development and Vital Steps together to provide guidance and techniques of development via utilizing HOME funds. Vital Steps is a new developer with interest in developing affordable housing in the Sand Hills area. Sand Hills Urban Development has worked with Housing and Community Development for many years and has proven the ability to develop affordable housing in accordance to Augusta, Georgia and federal rules and regulation. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing two single family units:

Sand Hills and Vital Steps are requesting:

- 528 First Avenue, Augusta, GA 30901: Funding Request: \$ 204,000.00
- 534 First Avenue, Augusta, GA 30901: Funding Request: \$ 204,000.00

The funding request is to assist with the cost associated with the construction of two (2) single family affordable units.

Analysis: Approval of the contract will allow the partnership to construct (2) single family units in the Sand Hills area to aid in the fight of blight.

Financial Impact: HCD will utilize Home Investment Partnership (HOME) received through its annual allocation from Housing and Urban Development in the amount of \$

408,000.00 to assist in the construction of two single family affordable housing units.

Item 4.

Alternatives: Do not approve HCD's Request.

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Investment Partnership Grant (HOME) funds.
HOME Funds: 22107 3212

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.**In Partnership with****VITAL STEPS DEVELOPMENT CORPORATION**

In the amount of

\$ 204,000.00**Two Hundred Four Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“528 First Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2023 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) as party in the second part.

WITNESSETH

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

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

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through

eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

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

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

WHEREAS, Sand Hills has been selected and approved to partner with Vital Steps Development Corporation as development partners to assist in the development of the First Avenue area. Sand Hills serves as lead developer.

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

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 204,000.00 in HOME funds to perform eligible activities as described in Article I below and all funds will be made available to Sand Hills Urban Development;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Sand Hills Urban Development and Vital Steps agrees to utilize approved HOME funds to support project related costs associated with property located at 528 First Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

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

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **182,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 528 First Avenue in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 528 First Avenue, Augusta, Georgia 30909

b. **Land Acquisition**

An amount not to exceed \$ **12,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for the acquisition of land for development only.

c. **Construction Contingency**

An amount not to exceed \$ 10,000.00 in a HOME/GRI funds shall be expended by Sand Hills Development and Vital Steps Development Corporation from Year 2023 HOME Programs for unforeseen or unexpected construction costs as related to the development of one (1) single family unit on First Avenue in the Sand Hills Community. Funding will be used only if determined to be needed to complete construction.

Initial: _____

d. **Program Location and Specific Goals to be Achieved**

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

e. **Project Eligibility Determination**

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$204,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

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

- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on an as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund hundred percent (100%) of the total construction costs in the amount of \$204,000.00 of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **204,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

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

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 528 First Avenue sales for \$195,000; SHUD retains \$9,750.00 (5%); Vital Steps retains 39,000.00 (20%) and pays HCD \$ 146,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

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

a. Liquidated Damages

- i. *Sand Hills Urban Development, Inc. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise*

approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.

Initial: _____

D. Project Budget: Limitations

1. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than **\$ 204,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Sand Hills Urban Development, Inc.

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

Construction	\$ 182,000.00
Land Acquisition	12,000.00
Construction Contingency	10,000.00

TOTAL HOME PROJECT COST: \$ 204,000.00 *Initial: _____*

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

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

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished

through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

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

- G. Sand Hills Urban Development, Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

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

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

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

- a. Maximum acquisition prices [24 CFR 92.205A.2]

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

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

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

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

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

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records,

and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

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

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

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

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting

- and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
 - d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. and Vital Steps agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Sand Hills Urban Development, Inc. and/or Vital Steps. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Sand Hills Urban Development, Inc. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Sand Hills Urban Development, Inc.. In such instances, Sand Hills Urban Development, Inc. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Sand Hills Urban Development, Inc..

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

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

Enforcement Provisions

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

D. Labor Standards

1. General: Sand Hills Urban Development, Inc. and Vital Steps agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Sand Hills Urban Development, Inc.

will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

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

E. Environmental Standards

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

F. Flood Insurance

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

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

Sand Hills Urban Development, Inc. and Vital Steps agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which

provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Sand Hills Urban Development, Inc. and Vital Steps will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills Urban Development, Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

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

L. Drug Free Workplace

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

M. Publicity

Any publicity generated by Sand Hills Urban Development, Inc. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and

Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

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

Q. Equal Employment Opportunity

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

R. Affirmative Action

Sand Hills Urban Development, Inc. and Vital Steps will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Sand Hills Urban Development, Inc. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or

advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sand Hills Urban Development, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Sand Hills Urban Development, Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

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

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

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

With copies to:

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

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

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

Vital Steps Development Corporation, Inc. will receive all notices at the address indicated below:

Vital Steps Development Corporation
 2573 Wheeler Road
 Augusta, Georgia 30904

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

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

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

Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.

(Grantee)

BY: _____
Its: _____ Date

Vital Steps Development Corporation

(Grantee)

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

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

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$204,000.00** in Year 2023 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the

public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

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

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

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

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.**In Partnership with****VITAL STEPS DEVELOPMENT CORPORATION**

In the amount of

\$ 204,000.00**Two Hundred Four Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“534 First Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2023 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) as party in the second part.

WITNESSETH

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

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

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through

eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

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

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

WHEREAS, Sand Hills has been selected and approved to partner with Vital Steps Development Corporation as development partners to assist in the development of the First Avenue area. Sand Hills serves as lead developer.

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

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 204,000.00 in HOME funds to perform eligible activities as described in Article I below and all funds will be made available to Sand Hills Urban Development;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Sand Hills Urban Development and Vital Steps agrees to utilize approved HOME funds to support project related costs associated with property located at 528 First Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

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

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **182,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 534 First Avenue in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 534 First Avenue, Augusta, Georgia 30909

b. Land Acquisition

An amount not to exceed \$ **12,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for the acquisition of land for development only.

c. Construction Contingency

An amount not to exceed \$ 10,000.00 in a HOME/GRI funds shall be expended by Sand Hills Development and Vital Steps Development Corporation from Year 2023 HOME Programs for unforeseen or unexpected construction costs as related to the development of one (1) single family unit on First Avenue in the Sand Hills Community. Funding will be used only if determined to be needed to complete construction.

Initial: _____

d. Program Location and Specific Goals to be Achieved

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

e. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$204,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

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

- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on an as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund hundred percent (100%) of the total construction costs in the amount of \$204,000.00 of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **204,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

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

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 534 First Avenue sales for \$195,000; SHUD retains \$9,750.00 (5%); Vital Steps retains 39,000.00 (20%) and pays HCD \$ 146,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

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

a. Liquidated Damages

- i. *Sand Hills Urban Development, Inc. shall complete this project no later than 150 Days from the effective date of the Notice To Proceed. unless otherwise*

approved by Director of HCD. The penalty for non-completion is \$50 a day for every day over the stated deadline.

Initial: _____

D. Project Budget: Limitations

1. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than **\$ 204,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Sand Hills Urban Development, Inc.

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

Construction	\$ 182,000.00
Land Acquisition	12,000.00
Construction Contingency	10,000.00

TOTAL HOME PROJECT COST: \$ 204,000.00 *Initial: _____*

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

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

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished

through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

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

- G. Sand Hills Urban Development, Inc. shall maintain an adequate financial system and internal fiscal controls.
- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

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

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

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

- a. Maximum acquisition prices [24 CFR 92.205A.2]

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

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

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

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

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

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records,

and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

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

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

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

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting

- and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
 - d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. and Vital Steps agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Sand Hills Urban Development, Inc. and/or Vital Steps. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the HOME activities supported under this contract; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain any financial interest or benefit from the activities, or have a financial interest in any contract, sub-contract, or agreement with respect to the contract activities, either for themselves or those with whom they have business or family ties, during their tenure or for one year thereafter. For the purpose of this provision, "family ties", as defined in the above cited volume and provisions of the Code of Federal Regulations, include those related as Spouse, Father, Mother, Father-in-law, Mother-in-law, Step-parent, Children, Step-children, Brother, Sister, Brother-in-law, Sister-in-law, Grandparent, Grandchildren of the individual holding any interest in the subject matter of this Contract. The Sand Hills Urban Development, Inc. in the persons of Directors, Officers, Employees, Staff, Volunteers and Associates such as Contractors, Sub-contractors and Consultants shall sign and submit a Conflict-of-Interest Affidavit. (Affidavit form attached as part in parcel to this Contract.

- B. Augusta may, from time to time, request changes to the scope of this contract and obligations to be performed hereunder by The Sand Hills Urban Development, Inc.. In such instances, Sand Hills Urban Development, Inc. shall consult with HCD/Augusta on any changes that will result in substantive changes to this Contract. All such changes shall be made via written amendments to this Contract and shall be approved by the governing bodies of both Augusta and Sand Hills Urban Development, Inc..

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

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

Enforcement Provisions

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

D. Labor Standards

1. General: Sand Hills Urban Development, Inc. and Vital Steps agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with HOME funds under this Contract, Sand Hills Urban Development, Inc.

will adhere to the Davis-Bacon Act (40 USC 276), as amended, which requires all laborers and mechanics working on the project to be paid not less than prevailing wage-rates as determined by the Secretary of Labor. By reason of the foregoing requirement, the Contract Work Hours and Safety Standards Act (40 USC 327 et seq.) also applies. These requirements apply to the rehabilitation of residential property only if such property contains eight or more units. (24 CFR 92.354)

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

E. Environmental Standards

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

F. Flood Insurance

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

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

Sand Hills Urban Development, Inc. and Vital Steps agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which

provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. Sand Hills Urban Development, Inc. and Vital Steps will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills Urban Development, Inc.; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

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

L. Drug Free Workplace

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

M. Publicity

Any publicity generated by Sand Hills Urban Development, Inc. for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and

Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

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

Q. Equal Employment Opportunity

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

R. Affirmative Action

Sand Hills Urban Development, Inc. and Vital Steps will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Sand Hills Urban Development, Inc. social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or

advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Sand Hills Urban Development, Inc. agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Sand Hills Urban Development, Inc. agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

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

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

building codes for new housing in Augusta-Richmond County, as applicable. All units must meet applicable property standards upon project completion.

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

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

With copies to:

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

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

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

Vital Steps Development Corporation, Inc. will receive all notices at the address indicated below:

Vital Steps Development Corporation
2573 Wheeler Road
Augusta, Georgia 30904

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

ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

Sand Hills Urban Development, Inc. shall acquire adequate insurance coverage to protect all contract assets from loss or damage resulting from theft, fraud or physical damage. All policies and amounts of coverage shall be subject to approval by Augusta. Additionally, Sand Hills Urban Development, Inc. shall procure and provide for approval by Augusta a blanket fidelity bond in the amount of at least \$100,000.00 covering all personnel of Sand Hills Urban Development, Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. SHUD shall procure and provide, for approval by Augusta,

comprehensive general liability insurance in the amount of at least \$1,000,000.00 insuring the Grantee and adding as named insured the City of Augusta, the Mayor, Commissioners, and Augusta's officers, agents, members, employees, and successors.

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.
(Grantee)

BY: _____
Its: _____ Date

Vital Steps Development Corporation
(Grantee)

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

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

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$204,000.00** in Year 2023 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the

public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

4. To any delay of the subcontractor occasioned by any other causes specified in subparagraphs A and B above. Provided, however, that the contractor promptly (within 10 days) notifies HCD in writing of the cause of the delay. If the fact shows the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.

6. Construction Costs and Requirements

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

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

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



Commission Meeting

May 2, 2023

Ratify funding for diesel fuel required during the canal shutdown.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to ratify funding for diesel fuel required during the canal shutdown. (Approved by Engineering Services Committee April 25, 2023)
Background:	AUD was required to dewater the canal for several projects, including allowing Ga Power to place new power lines under the canal, repairing and inspecting the City's gate structures, and repairing a damaged section of canal embankment. During this time, AUD had to operate using the diesel pumps at the pumping station, which resulted in an overage of the diesel budget by approximately \$450,000.
Analysis:	Augusta's backup diesel pumps at the raw water pumping station consume substantial amounts of fuel to provide full water service to the City. The dewatering was required by FERC in anticipation of the work that was required, and was suspended several times to fully coordinate all activities to minimize overall costs to all parties involved. All projects were completely successfully and on-time.
Financial Impact:	Funding in the amount of \$450,000 was required to fund these initiatives and should be transferred from the fund 506 contingency to the following accounts: 506043510-5312720
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends ratifying these funds.
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043510-5312720
<u>REVIEWED AND APPROVED BY:</u>	N/A



Commission Meeting

May 2, 2023

Approve MOU with Augusta University to develop an internship program centered around Smart City sensors and programs.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve MOU with Augusta University to develop an internship program centered around Smart City sensors and programs. (Approved by Engineering Services Committee April 25, 2023)
Background:	AUD and AED have worked with Augusta University since 2014 on a variety of initiatives around developing intelligent water sensing products. AUD and AU have met and discussed a method to formalize this process and expand the program to quicken the pace of development and deployment of products. This MOU will allow that process while remaining flexible for future needs.
Analysis:	This MOU would allow for the commitment of full-time faculty and staff for approximately 3 months per year, in addition to approximately 5 full-time students and materials. AU will provide facilities as well as specialized knowledge of electronics required to rapidly prototype and assemble these projects.
Financial Impact:	Funding in the amount of \$235,000 is required to fund these initiatives and should be transferred from the fund 506 contingency to the following accounts: 506043110-5213119
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving this MOU.
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043110-5213119
<u>REVIEWED AND APPROVED BY:</u>	N/A

Non-Clinical Sponsored Agreement

AUGUSTA UNIVERSITY RESEARCH INSTITUTE SPONSORED AGREEMENT

Agreement No.

THIS SPONSORED AGREEMENT, dated as of March 13, 2023 (“Agreement”), is made and entered into by and between Augusta Utilities and being a local government entity (hereinafter referred to as “Sponsor”), and Augusta University Research Institute, Inc. a Georgia nonprofit research and educational corporation, (hereinafter AURI) located at Augusta University, 1120 15th Street, Augusta, GA 30912-4810.

WHEREAS, the sponsored program contemplated by this Agreement is of mutual interest and benefit to AURI and to Sponsor, and will further the instructional and research objectives of AURI in a manner consistent with its status as a non-profit, tax-exempt, research and educational institution;

WHEREAS, the research program (hereinafter “Sponsored Program”) will be performed through an MOU with Augusta University (hereinafter “Augusta University”).

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

SECTION 1. DEFINITIONS

1.1 “Project Period” shall mean the period commencing as of May 22, 2023, and ending on May 21, 2024. The Project Period may be extended by written agreement of duly authorized representatives of Sponsor and AURI.

1.2 “Intellectual Property” shall mean all patentable inventions, discoveries, software, formulae, processes, methods, techniques, data, and databases.

1.3 “Intellectual Property Protections” shall mean the registration, application, filing, prosecution or maintenance of a patent, copyright, or other protective measure for Intellectual Property.

1.4 “Sponsored Project” shall mean the project and deliverables as described in Exhibit A.

1.5 “Principal Investigator(s)” shall mean Dr. Joseph Hauger. The Principal Investigators shall conduct, supervise and direct the Sponsored Project. Principal Investigator shall not be changed without the prior written consent of Sponsor and AURI. The Principal Investigator is not authorized to amend or modify this Agreement. Any such amendments or modifications must be approved by the Division of Sponsored Programs.

1.6 “Project Funds” shall mean those funds to be paid by Sponsor to AURI for the Sponsored Project in the amount of **two hundred twenty-five thousand two hundred sixty-two dollars (\$225,063)** as set forth in the budget attached as Exhibit B.

1.7 “Project Team” shall mean the Principal Investigator(s) Dr. Joseph Hauger and any faculty, staff, or students supported by the Project Funds.

1.8 “Field of Use” shall mean sensors for use in municipal services, including water quality monitoring.

SECTION 2. PROJECT FUNDS

2.1 Sponsor shall pay AURI the Project Funds for direct and indirect costs incurred in the conduct of the Sponsored Project. Sponsor acknowledges that this amount is a good faith estimate only and not a guarantee of the cost to conduct the Sponsored Project. AURI shall promptly notify Sponsor of any anticipated funding deficiencies, including an estimate of the additional funds required. Sponsor may, in its discretion, provide AURI all or part of such additional funds. In no event shall AURI be obligated to incur costs in excess of the Project Funds paid by Sponsor to AURI.

2.2 Sponsor shall make an advance payment of \$ 35,000 of the Project Funds upon execution of this Agreement, to cover startup costs of the project. Thereafter, AURI shall invoice Sponsor no less than monthly for expenses incurred up to the total of \$225,062.

All payments shall be in U.S. dollars and made by check payable to the order of AURI and delivered to:

Augusta University Research Institute, Inc.
P.O. Box 945552
Atlanta, GA 30394-5552
Attn: Agreement # 00039272
The AURI tax identification number is 58-1418202.

Commencement of the Project is contingent upon the timely receipt of the foregoing advance payment of the Project Funds. A final payment that includes all outstanding payments due will be sent within thirty (30) days after all data has been received by Sponsor and all queries have been resolved.

2.3 AURI shall account for, and maintain records of, direct and indirect costs incurred in the conduct of the Sponsored Project in accordance with AURI's standard policies and practices. Such records shall be made available for Sponsor's review during AURI's normal business hours upon reasonable prior notice, but not more frequently than once a year.

2.4 Sponsor acknowledges and agrees that payments are made payable or sent to any individual other than specified above shall not be credited toward fulfillment of Sponsor's obligations under this Article.

2.5 Augusta University shall retain title to any equipment purchased with funds provide by Sponsor under this agreement.

SECTION 3. PUBLICATIONS AND PRESENTATIONS; OTHER RESEARCH RIGHTS; NAME AND LOGO USE

3.1 Publications and Presentations. Sponsor acknowledges that AURI, the Principal Investigator and the other Project Team members shall have the right to publish or otherwise publicly disclose at academic and professional conferences and other meetings the results of the Sponsored Project, subject to the following limitations. A draft copy of the proposed publication or public presentation shall be provided to Sponsor for its review at least 30 days prior to submission for publication or public presentation. During such 30 day period, Sponsor may request that AURI delay the proposed publication or public presentation for up to an additional 30 days to allow for patent or copyright filings or other matters related to the protection of Intellectual Property. In addition, Sponsor may suggest changes to the proposed publication or public presentation, but the author shall retain final authority; provided, however, that the author shall be obligated to remove any confidential information furnished by Sponsor pursuant to the non-disclosure agreement as contemplated below. Notwithstanding anything in this Agreement to the contrary, copyrights in publications, public presentations and other scholarly writings shall be owned by their respective authors.

3.2 Other Research Rights. Sponsor acknowledges that this Agreement shall not be construed to limit the freedom of AURI, the Principal Investigator or the Project Team members to engage in any other research. Notwithstanding any license that may be granted to Sponsor with respect to the Intellectual Property owned by AURI resulting from the Sponsored Project, AURI shall retain an irrevocable worldwide right to use such Intellectual Property on a non-exclusive royalty-free basis for research and education purposes.

3.3 Name and Logo Use. Neither Sponsor nor AURI shall use the other party's name, trademarks or other logos, or the names of any individuals involved in the Sponsored Project, including, but not limited to, the Principal Investigator and the other Project Team members, in any publication or public presentation without the prior written consent of such other party. The foregoing restriction shall not apply to the inclusion of an acknowledgment of Sponsor's funding of the Sponsored Project in any such publication or public presentation. Notwithstanding the above, each party has the right to post on their websites that an award to AURI/Augusta University has been made and include a short public abstract.

SECTION 4. INTELLECTUAL PROPERTY

4.1 Any Intellectual Property invented, reduced to practice, created, or developed solely by AURI under this Agreement shall be owned by AURI (“AURI Intellectual Property”).

4.2 Any Intellectual Property invented, reduced to practice, created, or developed solely by Sponsor under this Agreement shall be owned by Sponsor (“Sponsor Intellectual Property”).

4.3 Any Intellectual Property invented, reduced to practice, created, or developed jointly by AURI and Sponsor under this Agreement shall be owned jointly by AURI and Sponsor (“Joint Intellectual Property”).

4.4 Invention Disclosures. AURI will notify Sponsor, in confidence and in writing (“Notification”), of any Intellectual Property resulting from the Sponsored Project reported to AURI pursuant to AURI’s Intellectual Property Policy then in effect (“Disclosure”). Notification shall be made by AURI within sixty (60) days of receipt of Disclosure. Intellectual Property Disclosures made by AURI pursuant to this section, and any related discussions between Sponsor and AURI shall be kept confidential by Sponsor, and shall not be further disclosed or used by Sponsor in any manner inconsistent with the provisions of this Agreement. Upon receipt of Disclosure, Sponsor may request (under either licensing option) that AURI pursue Intellectual Property Protections in a particular country at Sponsor's expense.

4.5 Joint Intellectual Property. In the event that either party desires to obtain any Intellectual Property Protections concerning Joint Intellectual Property, such party will notify the other party and the parties shall mutually agree upon patent strategy and cost allocation. Each party agrees to execute documentation necessary in connection therewith. Title to all patents issued on Joint Intellectual Property shall be joint and each party shall have the right to license such Joint Intellectual Property to third parties, with the right to sublicense thereunder, without accounting to the other and without seeking the consent of the other. In the event that consent by each joint owner is necessary for either joint owner to non-exclusively license the Joint Intellectual Property, the parties hereby consent to the other party’s grant of one or more licenses under the Joint Intellectual Property to third parties and shall execute any document or do any other reasonable act deemed necessary to evidence such consent.

SECTION 5. LICENSING OPTIONS

5.1 In accordance of Section 4 and the remainder of Section 5, it is anticipated that Intellectual Property resulting from the Sponsored Project, whether hardware or software, will be released under an open-source license.

Any software code developed pursuant to this Sponsored Project shall be contributed and released pursuant to the Apache 2.0 or an equivalent permissive open-source license.

For hardware, design files for the hardware shall be released under a copyleft license once any Intellectual Property has been disclosed, reviewed, and potentially protected under Sections 4 and 5 of this agreement. This license will be under the CERN Open Hardware License, the TAPR Open Hardware License, or an equivalent open-source hardware license.

5.2 Sponsor’s Evaluation of AURI’s Intellectual Property. Intellectual Property owned by AURI resulting from the Sponsored Project disclosed by AURI to Sponsor may be used by Sponsor on a non-exclusive royalty-free basis, solely for internal research purposes to evaluate whether or

not Sponsor is interested in licensing the technology from AURI.

5.3 License Options. Within sixty (60) days after Notification to Sponsor by AURI of a Disclosure, Sponsor may request (1) a non-exclusive, non-transferable, limited term, royalty-bearing license, or (2) an exclusive, non-transferable, limited-term, royalty-bearing license, to AURI Intellectual Property and/or AURI's ownership in Joint Intellectual Property in the Field of Use ("Option Period"); however, neither option shall be available to Sponsor if Sponsor is in breach of this Agreement, if Sponsor or any of Sponsor's affiliates, parents or subsidiaries are in breach of any license agreement with AURI, or if this Agreement has been terminated because of a breach by Sponsor. The license will be to make, have made, use, import, lease, sell, or otherwise dispose of products and/or services (a) in the United States and/or any other country for which Sponsor alone or Sponsor and AURI jointly choose to obtain Intellectual Property Protections and (b) in the Field of Use which embodies some or all of such Intellectual Property covered by the Disclosure. Sponsor agrees to demonstrate reasonable efforts to commercialize such Intellectual Property. The license shall be based on mutually-agreeable economic conditions and in accordance with standard AURI terms and conditions. Sponsor shall have ninety (90) days from the date of written notification to AURI of its intention to license the AURI Intellectual Property to negotiate a license agreement with AURI ("Negotiation Period"). Sponsor agrees to reimburse AURI for all Intellectual Property Protection costs and related expenses during the Option and Negotiation Periods. After expiration of the Negotiation Period, Sponsor shall have no further rights to AURI Intellectual Property. Such Negotiation Period, however, may be extended by the mutual consent of both parties.

5.4 AURI's Research License. AURI will have a non-exclusive, non-transferable, non-royalty bearing license to use and make derivative works of all Sponsor Intellectual Property solely for the purpose of fulfilling its obligations to complete the Sponsored Project.

SECTION 6. DISCLAIMER OF WARRANTIES; LIABILITY LIMITATION; INDEMNIFICATION; EXPORT COMPLIANCE

6.1 Disclaimer of Warranties. Notwithstanding anything in this Agreement to the contrary, AURI makes no representations or warranties of any kind, express or implied, concerning the results of the Sponsored Project or any related Intellectual Property, including, but not limited to, representations and warranties as to non infringement, merchantability and fitness for any particular purpose.

6.2 Liability Limitation. Neither Sponsor nor AURI shall be liable for any incidental, consequential, special or other economic damages, such as loss of anticipated business or profits, suffered by the other party in connection with this Agreement, the Sponsored Project or any related Intellectual Property, including, but not limited to, any use or commercialization thereof.

SECTION 7. INDEMNIFICATION AND INSURANCE

Sponsor agrees to indemnify and hold harmless AURI and its duly authorized agents, servants and employees from all claims, demands, actions, causes of action and suites of whatever kind or nature and to indemnify AURI and its duly authorized agents, servants and employees from all damages, losses, judgments, costs and fees, including attorneys' fees, which result from this Study, provided that:

- (1) AURI, and its agents, servants and employees have followed the Protocol described herein as Exhibit A and were not negligent in conducting the work under Protocol; and

- (2) AURI promptly gives SPONSOR notice of, and the right to defend against, any claim or suit as well as the unconditional right to settlement of such suits in the sole discretion of SPONSOR; and
- (3) AURI agrees to cooperate fully with SPONSOR in its defence of any claim or suit. AURI warrants and represents that Augusta University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by Augusta University. Augusta University has no liability insurance policy as such that can extend protection to any other person. Sponsor acknowledges that this Agreement does not confer upon Sponsor any right of claim of indemnification by the AURI or Augusta University, either express or implied.

7.1 Sponsor's Export Compliance. All rights granted to Sponsor in connection with this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project are subject to compliance with U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. Sponsor shall not, directly or indirectly, export any such controlled commodities in connection with this Agreement, the Sponsored Project or the Intellectual Property resulting from the Sponsored Project, unless the required authorization and/or license is obtained from the proper governmental authorities prior to export. By granting Sponsor rights in this Agreement, the Sponsored Project and the Intellectual Property resulting from the Sponsored Project, AURI does not represent that an export authorization and/or license will not be necessary or, if necessary, that such authorization and/or license will be granted.

SECTION 8. SPONSOR'S CONFIDENTIAL PROPRIETARY INFORMATION

Sponsor's Confidential Proprietary Information. In the event it becomes necessary for Sponsor to furnish any of its confidential proprietary information to AURI for purposes of the Sponsored Project, Sponsor may request that the Principal Investigator and the other Project Team members individually execute appropriate non disclosure agreements with Sponsor. Notwithstanding the foregoing, Sponsor shall not disclose to AURI, the Principal Investigator or the other Project Team members, any information subject to U.S. export laws or regulations. Sponsor acknowledges that AURI shall not be obligated to accept any confidential proprietary information from Sponsor, and AURI shall not bear any institutional responsibility with respect to any such information provided by Sponsor.

SECTION 9. TERMINATION; ACTIONS UPON TERMINATION; SURVIVAL OF OBLIGATIONS

9.1 Termination. This Agreement may be terminated prior to the expiration of the Project Period as follows:

- (a) By written agreement of the parties, effective upon the date set forth in such agreement;
- (b) By either Sponsor or AURI in the event the other party fails to cure any material breach of this Agreement within 30 days after receipt of written notice of such breach from the

terminating party, effective upon receipt of written notice from the terminating party, after the expiration of the 30 day cure period; and

(c) By either Sponsor or AURI in the event the Principal Investigator is no longer able to conduct the Sponsored Project on behalf of AURI, effective upon receipt of written notice from the terminating party.

9.2 Actions upon Termination. Upon any expiration or termination of this Agreement:

(a) Sponsor shall not be obligated to make any further payments of Project Funds to AURI pursuant to Exhibit B;

(b) AURI shall be entitled to retain any prior payments of Project Funds by Sponsor for direct and indirect costs incurred in connection with the Sponsored Project prior to termination of this Agreement, including non-cancelable commitments for property or services, such as student or postdoctoral support;

(c) AURI shall deliver to Sponsor within 90 days after termination of this Agreement a final accounting report of all Project Funds received and direct and indirect costs incurred in connection with the Sponsored Project, including non-cancelable commitments for property or services, such as student or postdoctoral support; and

(d) AURI shall return to Sponsor any excess Project Funds indicated in such final accounting report within 30 days after delivery of such report to Sponsor.

9.3 Survival of Obligations. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 3.2, 3.3, 4, 5 and 6 shall survive any expiration or termination of this Agreement, and each party shall remain obligated under any other provisions that expressly or by their nature survive any expiration or termination of this Agreement.

SECTION 10. NOTICES

Any notice or other communication of the parties required or permitted to be given or made under this Agreement shall be in writing and be deemed effective upon receipt if delivered personally, by reputable courier, by facsimile or electronic transmission, or by certified registered mail, postage prepaid, return receipt requested, addressed to the other party as follows (or as changed by written notice pursuant to Section 9):

Sponsor

Contractual and Administrative:

AURI

Contractual and Administrative:

Jason Guilbeault
Executive Director
Augusta University Research Institute, Inc.
CJ-3301, 1120 15th Street
Augusta, GA 30912-4810

Phone: 706-721-3087

E-mail: ogc@augusta.edu

Technical:

Technical: Dr. Joseph Hauger

Phone: 706-737-1541

Email: jhauger@augusta.edu

SECTION 11. MISCELLANEOUS

11.1 Power and Authority; Due Authorization; No Conflict; Enforceability; Binding Effect. Each party represents and warrants to the other party that (i) such party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery and performance of this Agreement have been duly authorized by such party and does not and shall not conflict with any agreement or instrument to which it is bound, (iii) this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against it in accordance with its terms, and (iv) this Agreement, and the interests, rights, duties and obligations hereunder, shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

11.2 Entire Agreement; Further Assurances. This Agreement, including Exhibits A and B attached hereto, constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous negotiations, understandings and agreements, with respect to the subject matter hereof. In addition, the terms of any purchase order or other purchasing document issued for this Sponsored Project, and prepared and executed subsequent to signing this Agreement, shall not be applicable to this Agreement other than to provide for funding as identified herein. Each party shall execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other party to effectuate the purposes of this Agreement.

11.3 No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and (ii) may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by each of the parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party. The failure or delay by either party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, shall not constitute a waiver thereof or of any other provision of this Agreement, and such party shall have all remedies provided herein and at law and in equity with respect to such act and any subsequent act constituting the same.

11.4 Force Majeure; Remedies Cumulative. Either party's delayed performance under this Agreement may be temporarily excused without liability, if such delay is a result of causes or conditions beyond that party's control and without that party's fault or negligence (such causes or conditions specifically do not include the financial incapacity to pay); provided, however, that such party must diligently pursue actions to remedy such cause or condition. The rights and remedies provided in this Agreement are cumulative in nature and shall be in addition to any such other rights and remedies available at law and in equity.

11.5 Resolution of Disputes. In the event of any dispute or disagreement between the parties either in interpreting any provision of this Agreement or about the performance of either party and upon the written request of either party, each of the parties will appoint a designated representative to attempt to resolve such dispute or disagreement. The designated representatives will discuss the problem and negotiate in good faith in an effort to resolve the dispute without any formal proceedings. The specific format of such discussion shall be left to the discretion of the designated representatives. No litigation for the resolution of such dispute may be commenced until the designated representatives have met and either party has concluded in good faith that amicable resolution through continued negotiation does not appear likely (unless either party fails or refuses to appoint a designated representative and schedule a meeting of such representatives within thirty (30) days after a request to do so by the other party).

11.6 Governing Law; Jurisdiction and Venue; Attorneys' Fees. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the laws of the State of Georgia (without regard to the conflicts or choice of law principles thereof).

11.7 Severability. In the event any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of the parties that such invalidity or unenforceability not invalidate or render unenforceable the remainder of the Agreement and that such provision be reformed and construed in such a manner that it will, to the maximum extent practical, be deemed valid and enforceable, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11.8 Construction of Agreement. The provisions of this Agreement shall not be construed more favorably toward one party than the other party as a result of one party being the primary drafter of the Agreement. This section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

11.9 Independent Contractor Relationship; No Third Party Beneficiaries. Sponsor and AURI intend that their relationship under this Agreement shall be as independent contractors, and neither Sponsor nor AURI shall conduct themselves in a manner inconsistent with such independent contractor status. Nothing in this Agreement nor any performance hereunder is intended, or shall be construed, to create a partnership, joint venture or other form of business enterprise, or relationship of agency or employment, between Sponsor and AURI (including, but not limited to, the Principal Investigator and the other Project Team members). Moreover, neither party shall have the authority to enter into contracts on behalf of the other party. Nothing in this Agreement, express or implied, is intended to confer, any benefits, rights or remedies on any person, other than the parties hereto and their successors and permitted assigns.

11.10 Conflict of Interest. Augusta University institutional policy requires that persons engaged in Sponsored research must disclose potential financial conflicts of interest with such research, including certain consulting, stock ownership or other relationships with a company which Sponsors such research, and that Augusta University must take measures to eliminate or minimize any effects of such potential conflicts on the objectivity of such research. By signing

below, Principal Investigators agrees to comply with Augusta University institutional policy and requirements governing conflict of interest.

11.11 Record Retention: Augusta University agrees to retain all books, financial records and other documents relative to this Agreement for three (3) years, or as required by Federal, State or local laws, following completion or termination of the Agreement. AURI shall retain copies of all documentation

11.12 Nondiscrimination. Neither AURI nor Sponsor shall discriminate against any person on the basis of race, national origin, religion, creed, sex, sexual orientation, age or handicaps in the performance of this Agreement

11.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Sponsor and AURI have each duly executed and delivered this Agreement as of the date first written above.

Augusta Utilities

Augusta University Research Institute, Inc.

By: _____ By: _____

Date: _____ Date: _____

Title: _____ Title: _____

Acknowledge and Agreed by PI(s):

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

suit

Exhibit A

Timeline:

Summer Intern Program

Summer Interns would work between 22 May and 31 July, 2023.

Academic Year Intern Program

Academic Year Interns would work between August 1, 2023 and May 21, 2024.

Job Description:

Interns employed through the Augusta Utilities – Augusta University summer program will be trained on a variety of design, fabrication and electronics skills before being assigned to a research and development project of interest to the overall goals of the program. The initial training would teach basic skills that would improve the overall capability in the applied sciences. These skills would be refined during the research and development project phase of the internship under the guidance of more experienced interns as well as scientists and engineers supervising this work.

The following is a listing of skills and capabilities that we expect to be included in the initial training of each student intern:

- Δ 3D Computer Aided Design (3D CAD)
- Δ 3D Printing
- Δ Basic hand tools and safety protocols
- Δ Basic power tools and safety protocols
- Δ Electronic circuit construction and prototyping
- Δ Applications of fundamental electronic components including resistors, capacitors, inductors, diodes, transistors, operational amplifiers, power supplies, regulators
- Δ Basic electronic instruments including digital multimeters and oscilloscopes.
- Δ Design and fabrication of printed circuit boards (PCBs)
- Δ Soldering, connecting and device construction methods.
- Δ Microcontroller programming and selection
- Δ Internet of things (IoT) techniques and applications
- Δ Device interconnectivity and long-range communications via LoRaWAN
- Δ Battery use, solar charging and low-power electronics techniques.

Augusta University Research Institute – Augusta Utilities Budget

❖ Faculty

- 2.0 summer month salary ($2 \times \$15,825 = \$31,650$)
- 2.7 academic months (30% effort) ($2.7 \times \$15,825 = \$42,728$)
- Summer Fringe (21%) \$6,647
- Academic Fringe (34%) \$14,528

Total: \$95,553

❖ Student Interns

- Summer: 10 Weeks, 40 hours, 15\$/hour rate (\$6,000 each): \$30,000 for five students
- Academic Year: 2 terms, 15 weeks, 5 hours weekly (\$2,250 each): \$11,250 for five students

Total: \$41,250 (five students)

❖ Supplies

- Electronics supplies: \$10,000
- 3D Printing supplies: \$5,000

Total: \$15,000

❖ Equipment

- 3D Printers: \$1,000
- Power Tools: \$3,000
- Hand Tools: \$3,000
- Computer stations: \$3,000
- Hydraulic Flume: \$10,000

Total: \$20,000

Direct Costs:	\$171,803
Indirect Costs (31%):	\$53,259
Total Project Costs:	\$225,062



Commission Meeting

May 2, 2023

Approve Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve Engineering Services to upgrade AUD's Master Plan for delivery of projects and services for the next 5-year period. Audurra (Constantine Engineering) is a pre-qualified Engineering Consultant for the Utilities Department (RFQ 18-132). (Approved by Engineering Services Committee April 25, 2023)
Background:	AUD has requested an update to the existing Master Plan to develop and analyze projects. The existing plan was last updated 8 years ago. This will allow for review of all projects not completed in the previous plan, in addition to new requirements for the water and wastewater plants, as well as additional resources required to satisfy the latest lead and copper rule revisions (LCRR), PFAS analysis, and UCMR5 requirements.
Analysis:	The master plan needs to be periodically updated to ensure that the project list is accurate and correctly identified for placement in the capital improvement program (CIP). The existing plan is over 8 years old. If Augusta decides to pursue additional bond capital, this update will be required by ratings agencies.
Financial Impact:	Funding in the amount of \$345,000 is required to fund these initiatives and should be transferred from the fund 506 contingency to the following accounts: 506043110-5212999
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving these services
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043110-5212999
<u>REVIEWED AND APPROVED BY:</u>	N/A

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: Ardurra Group, Inc.

PROJECT: Water and Wastewater Systems Master Plan Update

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 2023 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and *Ardurra Group, Inc*, a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the “Agreement”).

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement – Including Attachments
2. General Conditions
3. Supplemental Conditions – Including Task Orders



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

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



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT 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.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.



15. PROHIBITED INTERESTS

- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY



owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations



herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:
ADMINISTRATOR
AUGUSTA, GEORGIA
530 Greene Street
Augusta, GA 30911

CONSULTANT:
Ardurra Group, Inc.
973 Broad Street, Suite A
Augusta, GA 30901

Copy to:
DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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 CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS



Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period



specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant 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 Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett Johnson

AS ITS: **MAYOR**

CONSULTANT:

Ardurra Group, Inc.

BY: Joseph G. Crews

PRINTED NAME Joseph G. Crews

AS ITS: Southeast Water Practice Director

ATTEST CLERK:

PRINTED NAME: _____

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

Jeffrey L. Duplantis

PRINTED NAME Jeffrey L. Duplantis

AS ITS: Client Service Manager

DATE: 4/3/23

Copy To:

DIRECTOR

AUGUSTA UTILITIES DEPARTMENT

452 Walker Street, Suite 200

Augusta, GA 30901



CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the PROJECT, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the PROJECT requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for services to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the PROJECT activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A – SCOPE OF SERVICES

Article A. Purpose

The purpose of this Scope of Services is to authorize and direct CONSULTANT (Ardurra Group, Inc) to proceed with professional engineering and technical services for the Water and Wastewater Systems Master Plan Update (PROJECT) for the City of Augusta, GA (CITY). The PROJECT generally includes assessing and updating the CITY’s 2015 Water and Wastewater Systems Master Plan (Master Plan) to evaluate the present and future needs of the CITY’s water and wastewater systems; develop alternatives for meeting these long-term needs; and recommendations that the system can implement. The updated Master Plan shall address water supply, distribution, and storage; and wastewater collection, treatment, and effluent and biosolids management. The activities that are included are described in Article B. Scope of Services.

Article B. Scope of Services

The CONSULTANT agrees to furnish general professional engineering and technical services for the work related to the study; evaluation; analysis; field testing; alternatives development, and preparation of final report documents. The PROJECT includes the services required to perform the engineering analysis and technical services to assess existing water systems; existing wastewater systems; and to update the long-range plan to meet growing needs in the CITY's service delivery area. The PROJECT recommendations are expected to be implemented in phases over defined intervals of time.

The specific Engineering Services that CONSULTANT agrees to furnish to the CITY for the PROJECT and the Specific Work Tasks are presented below.:

1. Collect and Review Existing Water and Wastewater System Information; Current Data; information on projects implanted since completion of Master Plan.
2. Update Population Projections and Service Delivery Area Expansion Plan
3. Update Future Water Demand and Wastewater Flow Projections
4. Update the Water and Wastewater System Regulatory Review
5. Update Water and Wastewater Systems Energy Management Evaluation
6. Update the Water System Evaluation; Coordinate with the CITY’s Water System Modeling Consultant to evaluate potential projects.
7. Update the Wastewater System Evaluation; Coordinate with the CITY’s Wastewater Conveyance System Modeling Consultant to evaluate potential projects.
8. Update the Fort Gordon Water and Wastewater Systems Evaluation
9. Update the Water and Wastewater System Assessment of Needs
10. Potential Water Supply, Treatment, Storage and Distribution Systems Alternatives
11. Potential Wastewater Treatment and Effluent and Biosolids Management Alternatives;
12. Update the Water & Wastewater System Capital Improvement and Implementation Program
13. Workshops, Meetings, and Presentations
14. Water and Wastewater Master Plan Deliverable



A detailed description of the scope of services that are proposed for this task is presented below.

Work Task 1 – Collect and Review Existing Information and Data

Work Task 1 involves the collection of data and information required to update previous assessments of the CITY's existing facilities and operations; update future water demands and wastewater flows; update and develop alternatives to meet those existing and future CITY needs.

1.1 Existing Water and Wastewater Facility and Systems Data

CONSULTANT shall coordinate with the CITY to update information and data since the Master Plan completion, including electronic data, regarding the CITY's existing water and wastewater utilities. This information may include previous engineering planning and design documents or reports; capital improvements plan; financial planning documents; billing records; water and wastewater quality data; water demand and wastewater flow records; water and wastewater system maps; record drawings of the water and wastewater facilities; land development plans and permits; topographical surveys of the CITY's facilities; water and wastewater system modeling data; supervisory control and data acquisition (SCADA) records; Geographical Information System (GIS) data; and facility operation and maintenance records.

1.2 Local, State, and Federal Regulation Information

CONSULTANT shall identify and collect pertinent existing local, state, and federal regulations regarding the CITY's water and wastewater systems.

1.3 Review and Summarize Data and Information

CONSULTANT shall review and analyze the information and data collected and shall update the pertinent data and information to be applied in the planning process. CONSULTANT shall update the assessment of the water and wastewater facility information and data needs based on the initial data set obtained. CONSULTANT shall identify any additional data needs that are required to update the assessment of CITY's water and wastewater facilities.

1.4 Additional Data and Information Collection

If needed, CITY shall authorize CONSULTANT to obtain the additional data and information as per. CITY shall be responsible for any additional data collection costs for items such as field collection of water and wastewater data; geotechnical data; flow monitoring; laboratory testing; or purchasing of relevant public documents.

Work Task 2 – Update Population Projections and Service Delivery Area Expansion Plan

In Work Task 2, CONSULTANT shall coordinate with CITY to update population projections within the CITY's existing and potential future service areas. This information shall be used to develop CITY's strategy for meeting existing and future water demands and wastewater flows.



2.1 Population Projections

CONSULTANT shall assess the data provided by CITY regarding historic, current, and future populations within the CITY's existing and proposed future service area. CONSULTANT shall coordinate with the CITY in order to account for any pending or proposed future land developments, and public, commercial, or industrial customers. CONSULTANT shall review past population projections used by the CITY's Planning and Zoning Department.

2.2 Service Area Expansion Plan

CONSULTANT shall coordinate with CITY and other stakeholders to collect updated land use mapping information and data. CONSULTANT shall meet with CITY and other stakeholders to update projections of future land use and expansions to CITY's service area. Based on input from the CITY, CONSULTANT shall update the future service area land use map. This map shall differentiate between the existing and future service areas; based on the results of Work Task 2.1 define the populations to be served within sub-areas; and define the existing and future land uses for these areas. CONSULTANT shall consider service area expansions to accommodate potential large water and/or wastewater customers identified by CITY.

Work Task 3 – Update Future Water Demand and Wastewater Flow Projections

Work Task 3 involves updating future water demands and wastewater flow projections based on the updated projections of population and customer base developed during Work Task 2.

3.1 Water Demand Projections

Once the service area expansion plan has been updated, CONSULTANT shall update calculations projecting water service demand at appropriate intervals of time that span the 20-year planning period. CONSULTANT shall account for anticipated future residential, commercial, public and industrial water needs. CONSULTANT shall assign specific future potential water demands to each of the areas delineated in the updated Service Area Expansion Plan.

3.2 Wastewater Flow Projections

Once the service area expansion plan has been updated, CONSULTANT shall update calculations projecting wastewater flows at appropriate intervals of time that span the 20-year planning period. CONSULTANT shall account for anticipated future residential, commercial, public and industrial wastewater disposal. CONSULTANT shall assign specific future potential wastewater flows to each of the areas delineated in the updated Service Area Expansion Plan.

Work Task 4 – Update Water and Wastewater Systems Regulatory Review

Work Task 4 involves a review and update of known, and proposed applicable local, state, and federal regulations that affect the operation of the CITY's existing, and expanded, water and wastewater systems. A description of the specific work tasks included in this review is presented below. CONSULTANT shall review existing local, state, and federal regulations regarding consumptive use of water and wastewater disposal. CONSULTANT shall review and assess existing and pending regulations, such as the EPD Statewide Water Plan, the Governor's Water Contingency Plan, and the Savannah River TMDL, that might affect the development of a water supply expansion and effluent reuse program in the planning area



4.1. Water System Regulatory Review

In Work Task 4.1, CONSULTANT will review current federal and state regulations regarding the water supply, treatment, and distribution systems, including the Safe Drinking Water Act (SDWA) and subsequent Amendments; consumptive use; the EPD Statewide Water Plan and the Governor's Water Contingency Plan. The regulatory information presented in this task shall be based on the most current regulatory literature published by the U.S. Environmental Protection Agency (EPA) Office of Drinking Water and the American Water Works Association; as well as literature published by the Georgia Department of Natural Resources (DNR) Environmental Protection Division (EPD). In addition, it will present CONSULTANT's understanding of the anticipated changes in the regulations that may affect the CITY's water system, as we currently understand them. The section will be organized as follows:

- Update summary of regulatory effects
- Current regulatory outlook
- Regulatory review

CONSULTANT will review the SDWA regulations and proposed revisions regarding the following additional rules and regulations:

- Microbial and Disinfection By-products Rules Revisions
- Proposed PFOS and PFOA Regulations
- Revised Lead and Copper
- UCMR5

4.2. Existing Water System Facility Regulatory Review

In Work Task 4.2, CONSULTANT will review operational data and information for the previous 36 months for the existing major water supply, treatment, and distribution systems. CONSULTANT also will perform a site visit to review the existing water system facilities and will assess and update the status of the existing major water supply, treatment, and distribution systems to comply with federal and state regulations, including the SDWA Regulations. In addition, the task will present CONSULTANT's understanding of the anticipated changes in the regulations that may affect the existing systems.

4.3. Water System Regulatory Compliance Assessment of Needs

In Task 4.3, CONSULTANT will update the regulatory compliance assessment of needs for the water system that will address facility and operational deficiencies and limitations that were identified in 4.1 and 4.2. This assessment of needs will be used in later tasks to develop improvement projects to address the needs assessment.

4.4. Wastewater System Regulatory Review

In Task 4.4, CONSULTANT will review and update current federal and state regulations regarding the wastewater collection, transmission, treatment, and effluent and biosolids management systems. The regulatory information presented in this task shall be based on the most current regulatory literature published by the Georgia EPD. In addition, it will present CONSULTANT's



understanding of the anticipated changes in the regulations that may affect the CITY's wastewater system, as we currently understand them, including pending regulations for PFOS and PFOA, and anticipated nutrient limits in upcoming NPDES permit cycles. The section will be organized as follows:

- Update summary of regulatory effects
- Current regulatory outlook
- Regulatory review update

4.5. Existing Wastewater System Facility Regulatory Review Update

In Work Task 4.5, CONSULTANT will review operational data and information for the previous 36 months for the existing major wastewater collection, transmission, treatment, and effluent and biosolids management systems. CONSULTANT will also perform a site visit to review the existing wastewater system facilities and will assess the status of the existing major wastewater systems to comply with federal and state regulations. In addition, the task will present CONSULTANT's understanding of the anticipated changes in the regulations that may affect the existing systems.

4.6. Wastewater System Regulatory Compliance Assessment of Needs

In Work Task 4.6, CONSULTANT will review and update the regulatory compliance assessment of needs for the wastewater system that will address facility and operational deficiencies and limitations that were identified in 4.4 and 4.5. This assessment update will be used in later tasks to develop improvement projects to address the needs assessment.

Work Task 5 – Update Water and Wastewater Systems Energy Management Evaluation

Work Task 5 involves reviewing changes/improvements at the CITY's water and wastewater systems, updating alternatives for optimizing the system's energy use, and a feasibility study of the August Canal for power generation. CONSULTANT WILL UPDATE the recommended energy management plan, and prepare a feasibility study. In no particular order CONSULTANT shall:

- 5.1 Collect data from CITY's existing facilities, including facility information, energy use data, Augusta Canal and Savannah River records, past studies and related information.
- 5.2 Update Water and Wastewater Systems Energy Management Evaluation.
- 5.3 Review and analyze available Augusta Canal and Savannah River flow data.
- 5.3 Evaluate energy usage at the CITY's Water and Wastewater fac.
- 5.4 Contact turbine manufacturers. Select and size future turbines.
- 5.5 Develop estimate of probable project cost.
- 5.6 Perform a cost analysis.
- 5.7 Determine project licensing requirements and environmental restraints.
- 5.8 Prepare a technical memorandum (TM) regarding the feasibility of adding additional power generation turbines at the CITY's facilities. The TM will include preliminary findings, conclusions, and recommendations with suitable exhibits.



Work Task 6 – Update Water Systems Evaluation

In Work Task 6, CONSULTANT shall update the assessment of the CITY's existing water system facilities and identify needs for repair, replacement, up-grade and for the construction of new or additional facilities to meet the current and future needs of the CITY's water system. This assessment update includes the water supply, treatment, storage and distribution facilities and systems.

6.1 Water Distribution System Evaluation

CONSULTANT shall collaborate with the CITY's Water Modeling Consultant to evaluate the capability of the existing distribution system to meet current and projected water demands using the information and data prepared in previous work tasks. In no particular order, CONSULTANT shall:

- 6.1.1 Update assessment regarding the physical condition of the existing water distribution systems.
- 6.1.2 Collaborate with the CITY's Water Modeling Consultant to perform a capacity analysis of the existing water distribution systems, to assess the capability and reliability of the water system to meet peak demands, including fire flow demands; to identify hydraulic deficiencies; to develop recommendations for improvements; to evaluate the capability and capacity to convey large volumes of water between individual water production centers, as well as Fort Gordon, for redundancy; to assess future needs for expansion of the existing distribution systems. This analysis shall be performed by pressure zones.
- 6.1.3 Evaluate the need to upgrade and/or clean small, tuberculated mains in rural areas to support the daily water demands and to provide fire protection.
- 6.1.4 Develop recommendations for improvement and expansion.

6.2 Water Supply System Evaluation

CONSULTANT shall update the needs assessment of the existing water supply facilities. CONSULTANT shall:

- 6.2.1 Update the capacity analysis of existing water supply source(s) and facilities
- 6.2.2 Review and update the current raw water supply strategy to develop raw water wholesale customers, including upgrades and/or operational modifications to the Goodrich Street and Pistol Range Road RWPSs.
- 6.2.3 Update the assessment of the reliability of the raw water supply facilities to meet peak demands and provide redundancy between surface and ground water treatment facilities.
- 6.2.4 Update the physical assessment of the condition of the existing raw water supply facilities.
- 6.2.5 Update the assessment of needs for the water supply systems.



6.3 Water Treatment System Evaluation

CONSULTANT shall analyze and develop a needs assessment of the existing water treatment facilities, and shall:

- 6.3.1 Update the capacity analysis of existing water treatment facilities
- 6.3.2 Update finished water quality information
- 6.3.3 Update the physical assessment of the condition of the existing treatment facilities
- 6.3.4 Review and update residuals handling and management practices
- 6.3.5 Review existing water chemistry laboratory capabilities and update the assessment regarding the need to develop a central water laboratory for CITY's systems
- 6.3.6 Update the Assessment regarding the reliability of these facilities to meet peak demands and to provide redundancy between water treatment facilities
- 6.3.8 Update recommendations for additional facilities to meet current and future demands for improvement, expansion, and optimization.

6.4 Water System Storage Capacity Evaluation

CONSULTANT shall perform an assessment of existing water storage facilities and the capacity of these facilities to meet current peak and fire flow demands. CONSULTANT shall:

- 6.4.1 Review existing information and data available regarding the physical assessment of the existing storage facilities.
- 6.4.2 Collaborate with the CITY's Modeling Consultant to perform an existing storage capacity analysis using the hydraulic model of the system and a review of SCADA trends.
- 6.4.3 Assess deficiencies in the existing storage systems to meet current and future water storage capacity requirements, including the potential needs for and benefits of remote ground storage tanks.

Work Task 7 - Wastewater Systems Evaluation

In Work Task 7 CONSULTANT shall update the assessment of the CITY's existing wastewater system facilities and identify needs for repair, replacement, up-grade and or the construction of new or additional facilities to meet the current and future needs of the CITY's wastewater system. This assessment update includes the wastewater collection, pumping and transmission, treatment, effluent and biosolids management systems.

7.1 Wastewater Pumping and Transmission System Evaluation

CONSULTANT shall update the assessment of the existing wastewater pumping and transmission systems to establish the capacity and capability of these facilities to meet current and future flows. CONSULTANT shall:

- 7.1.1 Update the assessment of the major pumping stations, including:



- 7.1.2 Update existing pump station equipment design and performance information and data, including SCADA system data.
- 7.1.3 Coordinate with CITY's staff to develop a plan for the CITY to collect field information and data necessary to update performance characteristics of the pumping systems. Field tests the CITY may perform may include flow tests, wet well draw downs, and pump run times.
- 7.1.4 Update the assessment of operation and maintenance costs.
- 7.1.5 Update the assessments of deficiencies at the major pump stations and update recommendations for improvements.

7.2 Update the Wastewater Collection System Evaluation

CONSULTANT shall collaborate with the CITY's Wastewater Conveyance Modeling Consultant to evaluate the existing wastewater collection systems and the capacity of these facilities to meet current and future flows. CONSULTANT shall:

- 7.2.1 Collaborate with the CITY's Wastewater Modeling Consultant to perform a capacity analysis of the existing wastewater collection systems to identify deficiencies and recommend improvements to meet current and future needs for the following basins:
 - Rock
 - Raes
 - Crane
 - East Augusta
 - Mid-City
 - Glass Factory Avenue
 - Rocky
 - Butler
 - Spirit Creek
- 7.2.2 Update assessment of future needs for expansion of the existing collection system service area.
- 7.2.3 Update the assessment of the physical condition of the existing collection system.
- 7.2.4 Update the current and future needs evaluation of the Sanitary Sewer Trunk Main Rehabilitation Program.
- 7.2.5 Update the evaluation of the existing sanitary sewer policies and ordinances, including the sewer connection policy.
- 7.2.6 Update recommendations for improvements to the "Unsewered" Pockets Program.
- 7.2.7 Update the assessment of CITY's CMOM Program.



7.3 Update Wastewater Treatment Facility, Effluent and Biosolids Management Systems Evaluation

CONSULTANT shall assess existing wastewater treatment, effluent and biosolids management systems, including:

- 7.3.1 Update assessments of the capacity of the existing wastewater treatment facilities including the ability of the existing treatment systems to meet the requirements of the current permits and any known or anticipated modifications.
- 7.3.2 Update the assessments of the existing wastewater treatment facilities.
- 7.3.3 Update the assessment for additional facilities required to meet current and future wastewater flows.
- 7.3.4 Update the assessments regarding reliability of the facilities to meet current and future peak flow conditions.
- 7.3.5 Update the assessment of the bio-solids production rates and the ability of existing solids handling facilities to process the bio-solids and the continued use of land application for biosolids management.

CONSULTANT shall evaluate the operations of the overall wastewater system and evaluate opportunities to improve efficiency system-wide by implementing software upgrades to streamline data management systems, decision tools currently utilized in wastewater system operations and management, maintenance management systems, GIS systems, material parts supply automation (construction and maintenance), and automated work order systems.

Work Task 8 - Fort Gordon Water and Wastewater Systems Evaluation

CONSULTANT shall review the existing Utility Privatization Contract with Fort Gordon and update identified Fort Gordon capital improvements projects into CITY's Master Plan.

Work Task 9 - Update Water and Wastewater System Assessment of Needs

In Work Task 9, CONSULTANT shall analyze the results of the updates performed in Work Tasks 1 through 8 and summarize the assessment of needs for both the water and wastewater systems.

Work Task 10 - Potential Water Supply, Treatment, Storage and Distribution Systems Alternatives

In Work Task 10, CONSULTANT shall update the viable water supply, treatment, storage and distribution systems alternatives to address the assessment of needs identified in Work Task 9. CONSULTANT shall update previously developed specific water supply, treatment, storage and distribution alternatives, as appropriate, to meet the needs of the planning area for the duration of the planning period (Year 2045). Existing and potential water supplies will be evaluated for future development and consumptive use permitting, as well as for reliability, redundancy, and wholesale water sales. CONSULTANT will confirm the viability of previously recommended alternative water treatment technologies. Recommended improvements and expansions to the water distribution and storage systems will be updated and presented, based on current viability.



Order-of-Magnitude Level opinions of estimated capital and non-capital costs (including engineering, operations and maintenance, etc.) of the alternatives or water management programs shall be updated. The cost estimates shall be presented as 20-year present worth values.

Work Task 11 - Potential Wastewater Treatment and Effluent and Biosolids Management Alternatives

In Work Task 11, CONSULTANT shall update the viable wastewater collection, transmission, treatment, and disposal alternatives to address the assessment of needs identified in Work Task 9. CONSULTANT shall update previously developed specific wastewater collection, transmission, treatment, and disposal alternatives, as appropriate, to meet the needs of the planning area for the duration of the planning period (Year 2045). Existing and potential wastewater collections and transmission system rehabilitation, improvement, and expansion will be evaluated to meet the current and future wastewater needs, as well as for reliability and redundancy. CONSULTANT will confirm the viability of previously recommended alternatives. Recommended improvements and expansions to the wastewater systems will be updated and presented, based on current viability.

Order-of-Magnitude Level opinions of estimated capital and non-capital costs (including engineering, operations and maintenance, etc.) of the alternatives or wastewater management programs shall be updated. The cost estimates shall be presented as 20-year present worth values.

Work Task 12 - Recommended Water & Wastewater System Capital Improvement and Implementation Program

In Work Task 12, CONSULTANT shall update the recommended 20-year capital improvements program (CIP) and implementation schedule for the water and wastewater improvements and expansion alternatives developed in Work Tasks 10 and 11. The 20-Year CIP will be developed in 5-year implementation phase increments. Design and construction phase requirements resulting from the recommended program will be summarized, and their impact on the implementation schedule will be presented. The milestone schedule will include an estimate of the construction duration of the major components of the recommended program and of significant auxiliary activities, based on our experience with other comparable projects. The overall schedule will be updated which will take advantage of construction and financial sequencing; will accommodate local, state, and federal permitting requirements; and will allow an orderly startup of facilities as construction contracts are completed. When possible, the schedule will be planned to take advantage of favorable bidding conditions, such as time of year and timing compared to other major construction projects.

Work Task 13 - Workshops, Meetings, and Presentations

In Work Task 13, CONSULTANT shall include time for meetings, workshops, and presentations with the CITY' s representatives, stakeholders and interested parties, representatives of FERC, the Georgia Environmental Protection Division of the Department of Natural Resources (EPD) and other regulatory agencies, representatives of Fort Gordon, local residents, and business representatives. This task is intended to allow the CITY and CONSULTANT to meet with potential stakeholders and others to solicit information and data needed to complete the scope of services.

13.1 Initial Workshop



CONSULTANT shall conduct an initial workshop for the CITY and members of the project team. It is important to have a core group from the CITY attend and participate in this workshop to identify CITY and CONSULTANT resources; to discuss PROJECT issues; to establish key PROJECT success factors; to identify information and data needs; prepare a project schedule; to confirm project goals; to set evaluation criteria for decision-making; and to establish lines of communication for the duration of the planning/conceptual design activities. Alternative evaluation criteria such as site selections; costs; compatibility with future land use; relative ease of implementation; regulatory constraints; water quality; and overall potential for environmental impacts may also be reviewed.

13.2 Additional Workshops and Meetings

Two additional workshops will be scheduled to discuss work task specific issues. The following workshops and meetings are included in this scope of services:

- 13.2.1 Project team workshop No. 1 will include the following:
 - Review Existing Information and Data
 - Population Projections and Service Delivery Area Expansion Plan
 - Future Water Demand and Wastewater Flow Projections
 - Water and Wastewater System Regulatory Review Meetings/Workshops
 - Water and Wastewater System Energy Management Evaluation Workshops
- 13.2.2 Project Team Workshop No. 2 will include the following-Water Systems Evaluation Meetings/Workshops
 - Wastewater Systems Evaluation
 - Fort Gordon Water and Wastewater Systems Evaluation
 - Water and Wastewater System Assessment of Needs
 - Potential Water Supply, Treatment, Storage and Distribution Systems Alternatives
 - Potential Wastewater Treatment and Effluent and Biosolids Management Alternatives
 - Capital Improvement and Implementation Program
- 13.2.3 Draft Report Review Meeting with CITY
- 13.2.4 Public presentation of Final Master Plan to Augusta/Richmond County Commission

**Work Task 14-Water and Wastewater Master Plan Deliverable**

CONSULTANT shall prepare a draft update Master Plan report. The draft report will be submitted to the CITY for review and comments. CONSULTANT shall provide 1 electronic copy in Adobe PDF Format and 6 hardcopies of the draft report to the CITY.

14.1 Draft Master Plan Report

CONSULTANT shall update the Master Plan into a draft copy of the final report. The draft report shall be reviewed by CONSULTANT quality control personnel and designated CITY staff. CONSULTANT shall present the draft report to the CITY at a workshop or public meeting and provide 1 electronic copy in Adobe PDF Format and 6 hardcopies of the draft report to the CITY.

14.2 Final Master Plan Report

Following this QC review of the draft report, CONSULTANT shall adjudicate any comments and finalize the report and present it to the CITY at a workshop or public meeting and provide 1 electronic copy in Adobe PDF Format and 6 hardcopies of the final report to the CITY.

Additional Scope Items

The following services are not included as part of this base scope of services and would be performed only as authorized by the CITY. Authorization to proceed would be in the form of a written authorization from CITY.

- Field services for water and sewer system modeling data acquisition, including:
 - Add. 1.1- Flow monitoring
 - Add. 1.2- Surveying, mapping, or GIS services
 - Add. 1.3- Manhole inspections
 - Add. 1.4- Fire hydrant flow/ pressure tests
 - Add. 1.5- Pump station draw-downs or flow /pressure tests
- Additional Data and Information Collection



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

Compensation for professional engineering and technical services shall be invoiced based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Work Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.

Fee Schedule for Water and Wastewater Systems Master Plan Update		
Project Phases	Unit	Unit Cost
Water & Wastewater Systems Master Plan Update	Time & Expense	\$349,992.00
TOTAL		\$349,992.00



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

Name	Position	Specialty
Jeff Duplantis, PE,	Program Manager	
Jim Kizer, PE,	QA/QC	Wastewater System Planning
Joey Downey	QA/QC	Water System Planning
Joe Greenburg, PE,	Project Manager	Water/Wastewater Planning
Keith Overstreet, PE,	Project Engineer	Wastewater System Planning
Doug Lawson, P.E.,	Project Engineer	Water System Planning
Ian Schlosser, EIT,	Project Engineer	Wastewater System Planning
Tyler Wright, EIT,	Project Engineer	Water System Planning
Tracy Schmidt	Administrative Assistant	



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

The schedule for the PROJECT within this Consultant Services Agreement is as follows:

Authorization to Proceed	March 1, 2023
Termination of Services	November 1, 2023



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☒ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☒ Site Plan (If Required)

Throughout project:

- ☒ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☒ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

BY: _____

PRINTED NAME: _____

TITLE: DIRECTOR

DATE: _____

CONSULTANT

BY: _____

PRINTED NAME: Jeffrey L DuplantisTITLE: Client Service ManagerDATE: 4/03/23



ADDITIONAL SERVICES:

1. Other Services not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



Commission Meeting

May 2, 2023

Item Name: Approve Funding for Grant Writing Services targeted at water and wastewater.

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve Funding for Grant Writing Services targeted at water and wastewater. (Approved by Engineering Services Committee April 25, 2023)
Background:	AUD has requested a scope to provide grant-writing services specifically targeted at funds for water and wastewater services. This has an estimated budget of \$60,000. Services to be provided by W.K. Dickson who is a re-qualified Engineering Consultant approved for RFQ 18-132.
Analysis:	Substantial funding and low-interest loan options are available due to new federal funding, however these sources typically require specialized experience on the method to apply and procure the funds. AUD has requested that WK Dickson provide a scope to provide these services, because they have staff members who have substantial experience with the applications and programs.
Financial Impact:	Funding in the amount of \$60,000 is required to fund these initiatives and should be transferred from fund 506 contingency to the following accounts: 506043110-5213119
Alternatives:	No alternatives are recommended
Recommendation:	AUD recommends approving these services
Funds are available in the following accounts:	Funds are available in the following accounts after transfer: G/L 506043110-5213119
<u>REVIEWED AND APPROVED BY:</u>	N/A

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

CONSULTANT: W.K. Dickson & Co., Inc.

PROJECT: AUD Funding Assistance

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)
AND
W.K. Dickson & Co., Inc.
(CONSULTANT)

This Agreement is made and entered into this _____ day of _____, 2023 by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and W. K. Dickson & Co., Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for: AUD Funding Assistance

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with industry standard design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.

DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.



Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.

CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice to Proceed. The effective date of services shall be defined in the Notice to Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C - Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data, and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes, and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.



9. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

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



13. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT 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.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverages identified in items (b) and (c). The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.



15. PROHIBITED INTERESTS

15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.

15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORKPLACE

CONSULTANT shall be responsible for ensuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY



owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.

CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according to credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.



23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.

24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair Street
Augusta, GA 30901

CONSULTANT:

W.K Dickson & Co., Inc.
1450 Greene Street, Suite 145
Augusta, GA 30901

Copy to:

Wes Byne PE, Director
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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 CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.



28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits, demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts



where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.

34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant 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 Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: **MAYOR**

CONSULTANT:

W. K Dickson & Co., Inc.

BY: _____

PRINTED NAME William G. Wingate, III

AS ITS: Vice President

ATTEST CLERK:

PRINTED NAME: _____

AS ITS: **Clerk of Commission**

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: _____

DATE: _____

Copy to:

DIRECTOR

AUGUSTA UTILITIES DEPARTMENT

452 Walker Street, Suite 200

Augusta, GA 30901



CONSULTANT'S RESPONSIBILITIES

CONSULTANT, in order to determine the requirements of the Project, shall review the information in Attachment A – Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 – Insurance.

CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the



necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

PROJECT DESCRIPTION:

PROJECT PURPOSE AND PRESENT CONDITIONS

Within the past year, the water industry has experienced unprecedented level of federal funding that will continue for the next several years. This initial investment came from the American Rescue Plan Act (ARPA) and was followed by the passage of the Infrastructure Investment and Jobs Act (IIJA) or also known as the Bipartisan Infrastructure Law (BIL). BIL will add significant supplemental dollars to State Revolving Fund over the next 5 years. This brings significant opportunities for the OWNER to leverage local dollars with these additional funds to complete critical capital improvement projects, such as the rehabilitation of these satellite sewer systems. As a result of this unprecedented federal action, additional funding may also be available for these projects through additional state ARPA funds, other federal/state infrastructure funding programs as well as the potential for federal funding earmarks.

The CONSULTANT aided the OWNER in preparing applications for basin rehabilitation projects. The goal of this project will be to utilize the CONSULTANT's funding, regulatory and system design experience to assist the OWNER in identifying and in evaluating additional funding sources throughout the OWNER's system.

PROJECT DESCRIPTION

As a public wastewater utility in Georgia, the OWNER is eligible for applying for loans and grants for the upgrade and maintenance of their collection system assets. Through this project, the CONSULTANT will provide support to the OWNER in assessing potentially viable funding alternatives for the upgrade and maintenance of the OWNER's collection system assets.

SCOPE OF WORK

Task 1 – FUNDING REVIEW MEETING: Based on funding guidance on SRF project eligibility/principal forgiveness requirements and information on the additional funding that will be available through the IIJA, the CONSULTANT will initially meet with the OWNER and OWNER's other funding support to review their priority projects and discuss which funding opportunity may be best suited for each. This meeting can be held virtually to allow it to occur as soon as possible. After the funding review meeting, additional meetings may be held quarterly or when the annual capital improvement budget is being developed to complete this process for new projects.



Task 2 – DEVELOPMENT OF FUNDING PLAN: Following the kick-off meeting, the CONSULTANT will develop a funding plan for those projects that are best aligned with the funds available from the various sources so that the OWNER will be positioned to quickly act on upcoming application deadlines in 2023. New projects will be added to the plan as they are identified and vetted through a funding review meeting.

Task 3 – DEVELOPMENT OF FUNDING REQUESTS: As more information is known about the IJJA funds through SRF, as well as other potential funding opportunities (i.e., FEMA BRIC program) and potential projects have been identified through meeting with the OWNER, the CONSULTANT can assist the OWNER in developing requests, applications, and project questionnaires. The CONSULTANT will provide the OWNER with an overview of each potential funding source, application requirements, timeframe for securing the funds and any special terms or conditions that may be attached to those funds. This will allow the OWNER to make informed decisions about which funds to pursue. Because these efforts to complete and submit applications may be quite different depending on the funding agency, the CONSULTANT will provide the OWNER with monthly updates concerning progress and remaining funding allocated. Additional Task Orders, as needed, that will provide a scope of work and fee based on the level of effort needed for each submittal if the OWNER elects to have the CONSULTANT perform these additional services.



ATTACHMENT B - COMPENSATION

The City shall pay the CONSULTANT for services set forth in Scope of Services,

Basic Services

The OWNER shall pay the CONSULTANT for services set forth in Scope of Services as follows:

Item/Description	Terms	Fee
Funding Assistance	HRLY/NTE	\$60,000.00
Total Fee		\$60,000.00

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not considered to be evidence of performance by the CONSULTANT to the point indicted by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for funding assistance shall be invoiced based on the hourly rates attached.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

LABOR**2023**

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:

William 'Trey' G. Wingate, III, PE	Vice President	
Angela Mettlen	Vice President	Director of Strategic Funding & Regulation
Anita Robertson, PE	Senior Project Manager	
Jeremy Brashears, PE	Vice President	
Priya Veeravalli, PE	Project Engineer	
Walt Fletcher, PE	Senior Project Manager	



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization to Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☒ Cost Proposal that will include cost of design, preparation of construction plans and specifications, and other services requested in the CITY's Request for Proposal.
- ☒ Schedule for submittal of review documents at 90% and final documents.

Prior to submitting 90% review documents:

- ☐
 - Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands.
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified.
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If required)

Throughout project:

- ☒ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.
- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.



- ☐ Prepare construction cost estimates at each review stage, 90% and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY.
 - Recommend design changes as field conflicts arise (site visits may be required).
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY).
 - Provide clarification of plans and specifications throughout construction.
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.
 - Construction Administration Services called for in attached scope.



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



Commission Meeting

May 2, 2023

Augusta Levee USACE Periodic Inspection Report

Structural Encroachments Condition Assessment

Cranston Engineering On-Call Engineering Services / RFP 19-241

Department:	Engineering & Environmental Services
Presenter:	Dr. Malik Hameed
Caption:	Motion to authorize and approve Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. Requested by Engineering / RFP 19-241 (Approved by Engineering Services Committee April 25, 2023)
Background:	Performance of flood control structures are under increased scrutiny by federal and state regulatory agencies due to recent encountered wet weather disasters. Similar emphases are on federally protected levees such as Augusta Levee. The latest Periodic Inspection (PI) reports for the Augusta Levee by the Corps of Engineers (USACOE) and deficiencies requiring a wide range of correction measures to re-establish levee status to “Active”. AED and the COE have been in constant communications developing an acceptable plan of action for bringing the Levee to “Active” status. Noted deficiencies are of two types: Structural Encroachments and Trees. System-Wide Improvement Framework (SWIF) is one of possible option to bringing the levee to “Active Status”.
Analysis:	Cranston Engineering (Cranston) has extensive structural and performance familiarity with Augusta’s flood control structures. Cranston is under contract for providing on-call engineering services including specialized structural engineering for Augusta Engineering. Also, Cranston past and recent involvement in levee compliance efforts and interaction with the USACE levee staff will be helpful in developing an acceptable solution to bringing the levee to “Active Status”. Supplemental work is continuity and completing in progress structural features condition assessment tasks.
Financial Impact:	Funds are available in Engineering Drainage SPLOST 8
Alternatives:	Do not approve and find alternative way to complete needed specialized engineering services work.

Recommendation: Authorize and approve Supplemental Agreement Number Eleven (SA11) for Cranston Engineering in amount of \$131,104.00 for the Augusta Levee Task Order. Task Order includes Levee structural encroachments condition assessment including drainage and structural inspections. requested by Engineering / RFP 19-241.

Funds are available in the following accounts: (\$131,104)330-041110 - Engineering Drainage SPLOST 8 Funds

REVIEWED AND HM/SR
APPROVED BY:



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

April 26, 2022

Hameed Malik, Ph.D., P.E.
Director of Engineering
Augusta Engineering Department
452 Walker Street
Augusta, Georgia 30901

Re: Augusta Levee – 2021 Inspection Follow Up
Corps of Engineers Rehab Program Support Services
Our File No. 2009-0105

Dear Dr. Malik:

In accordance with your request, we are pleased to offer the following proposal for engineering study, coordination, and general support services relating to the US Army Corps of Engineers' (USACE) 2021 inspection of the Augusta Levee. Based on information provided by you, four (4) areas were rated as Unacceptable. As such, we understand the Augusta Levee is ineligible for the USACE Rehabilitation Program (PL84-99).

As discussed during our recent meeting, the October 2021 Corps inspection identified deficiencies that were not previously documented in prior inspections. We understand the focus of this assignment would be limited to only items previously identified and not the new items in the October 2021 Corps report. Specifically, this proposal includes professional services for the following items:

- Levee Embankments, Encroachments
 - Altered Area at Upstream End of Levee (Sta: 14+25-17+71)
 - Water's Edge Development (Sta: 83+50 – 109+00)
- Interior Drainage System, Culverts / Discharge Pipes (4 Locations)
- Interior Drainage System, Sluice / Slide Gates

Cranston Engineering will study these areas and support the Augusta Engineering Department through the development of potential solutions that would result in a revised rating of at least Minimally Acceptable. We will provide coordination services with the Corps of Engineers as it relates to the services associated with each item identified above.

SCOPE OF WORK:

We propose to complete the professional services using the following task-based approach.

➤ TASK #1 - Levee Embankments, Encroachments

- Inspection ID No. 2019-0018 – Area at Upstream End of Levee (Sta: 14+25-17+71)
 - Cranston Engineering proposes to complete a topographic field survey of the upstream end of the Augusta Levee. The survey information will be compared against original design contours to determine if the original levee elevation has been preserved.
 - We will review the results of the survey and offer recommendations.
- Inspection ID No. 2019-0017 – Waters Edge Development (Sta: 83+50 – 109+00)
 - Assist the City of Augusta in the development of a tentative plan to mitigate risks associated with the development.
 - Facilitate meetings with the Corps of Engineers Savannah District to review current risks and potential options for Levee alterations.

➤ TASK #2 – Interior Drainage System, Culverts / Discharge Pipes

- Video Inspection of Culverts & Discharge Pipes (Inspection ID No. Not Identified)
 - Complete an inspection using a combination of visual and camera-assisted observations to assess the condition of the culverts identified below. Based on previous similar efforts, we understand that multi-agency coordination will be required to lower water surface elevations in the Savannah River to levels that will permit video apparatus to effectively document the existing conditions.
 - We will prepare a written report of the results. Such reporting will be included in an overall report covering other assessments as detailed elsewhere. Known pipes to be inspected include:
 - 84" concrete storm pipe at 10th Street between the Storm Vaults on each side of the Levee.
 - 48" concrete storm pipe inside steel casing at 2nd Street
 - 48" concrete storm pipe inside steel casing at Forsythe Street
 - 36" storm pipe at Station 342+15 inside of PCS Nitrogen plant
 - Please refer to the enclosed exhibit for culvert locations.
 - The proposed sub-consultant, Southeast Pipe Survey, has included scope for plugging and dewatering the section of the 84" concrete storm pipe at 10th Street. The use of pneumatic plugs and vacuum truck services is anticipated. Based on site visits to this location, the downstream outlet pipe that extends into the Savannah River appears to be inaccessible. This pipe section is excluded from the survey.
 - Extensive dewatering, debris removal, and structure modifications are excluded.

- We assume that access to these locations and structures will be provided / facilitated by Augusta Engineering Department and PCS Nitrogen.

➤ **TASK #3 – Interior Drainage System – Sluice / Slide Gates**

- Inspection ID No. Not Identified – Sibley / King Mill, Hawks Gully, and Butler Creek Gates
 - The task is specific to the following structures:
 - Sibley Mill gates/wing walls
 - King Mill gates/wing walls
 - Hawks Gulley gates/wing walls
 - Butler Creek gates/wing walls
 - Cranston Engineering will prepare a Structural Condition Assessment Report that includes:
 - Descriptions of the existing conditions
 - Criteria for the prioritization of improvements based on severity of the condition
 - Findings and Conclusions
 - Recommended Prioritization Matrix
 - An estimated timeline for repairs
 - Cranston Engineering will reference the December 2020 inspection reports prepared by us and Rodney Hunt to support the development of recommendations and a prioritization matrix. This task does include additional site visits or use of boat for inspection purposes.

➤ **TASK #4 – Coordination with Corps of Engineers**

- We propose to assist you in coordinating with the Corps of Engineers by supplying additional requested information, responding to Corps comments, and consulting with you on an as-needed basis.

TIME OF COMPLETION:

A refined timeline is challenging to establish given the limited pre-proposal coordination to-date. Regardless, we are prepared to initiate services immediately upon your direction to proceed. At such time, we will develop a task-based schedule to include approximate durations and milestone targets.

FEE PROPOSAL:

We propose the following task-based fee breakdown.

<u>TASK</u>	<u>FEE</u>
1. Levee Embankments, Encroachments (Lump Sum)	
- Survey / Evaluate Area at Upstream End of Levee	\$6,450
- Water's Edge Development Coordination	\$11,810
2. Interior Drainage System – Discharge Pipes (Lump Sum)	\$79,974
3. Interior Drainage System – Sluice / Slide Gates (Lump Sum) (Sibley, King, Hawks Gully, and Butler Creek Gates)	\$19,990
4. Coordination with Corps of Engineers (Lump Sum)	\$12,880*
TOTAL:	\$131,104

*This value is in addition to the \$11,530 in fee that remains in the current contract for Corps Coordination and Response tasks.

We would expect to submit itemized invoices, broken down by the tasks outlined above monthly and to receive payment within 30 days thereafter. We are prepared to execute an appropriate supplemental agreement or to receive an additional purchase order as appropriate.

We appreciate the opportunity of assisting you with this matter. Should you have any questions concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON ENGINEERING GROUP, P.C.



Mitchell Murchison, P.E., MBA



Tom Dunaway, P.E., MBA

MBM/wtd

Enclosure

AUGUSTA, GEORGIA
ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT

Item 9.

Augusta Richmond County Project Number(s):	330-041110-52.12115
Supplemental Agreement Number:	11
Purchase Order Number:	P162085

WHEREAS, We, **Cranston Engineering Group, PC Consultants** entered into a contract with Augusta, Georgia on February 17, 2009, for Engineering Design Services for the **Augusta Levee Certification Project**, and

WHEREAS, certain revisions to the design requested by Augusta, Georgia are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Engineering services to consist of final design development and construction

It is agreed that as a result of the above described modification the contract amount is increased by **\$131,104.00** from **\$1,514,152.00** to a new total of **\$1,645,256.00**.

Any modifications to submittal dates shall be as identified in the attached proposal. This Agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Cranston Engineering Group, PC Consultant**, hereby agree to said Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

This _____ day of _____, 2023.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA, GEORGIA

Honorable Garnett L. Johnson, Mayor

Cranston Engineering Group, PC

Approved: Date _____

Approved: Date _____
[ATTACHED CORPORATE SEAL]

ATTEST:

ATTEST:

Title: _____

Title: _____



Commission Meeting

May 2, 2023

Greene Street Improvements Project

Design Services for Roadway Improvements

TIA Project Number: RC07-000117 / PI#0011389

CEI & Construction Rescoping Services

RFP Item: 18-312

File Reference: 23-014(T)

Department:	Engineering & Environmental Services
Presenter:	Dr. Malik Hameed
Caption:	Motion to approve Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312. (Approved by Engineering Services Committee April 25, 2023)
Background:	The Greene Street Improvements is a project from the “Approved Investment List” of TIA that was approved by voters of the CSRA in July 31, 2012 referendum. Greene Street is a Band 3 project. The project improvements consist of improving roadway safety by resurfacing, reconstructing the existing curb and gutter, replacing sidewalks and improving the storm water system. The project will improve pedestrian safety at intersections with new high visibility crosswalks. New street landscaping will be provided, where possible, to enhance pedestrian use and improvement in roadway aesthetics. Project construction contract awarded to Reeves Construction on March 7, 2023 and construction will commence soon. Construction Phase requires design related coordination with utilities, resolution of constructability conflicts, review of contractor construction documents submittals, and request for field information (CEI) that warrants design engineer services.
Analysis:	Project is in construction. On April 2, 2019 Augusta Commission approved award of design phases the project to Infrastructure Systems Management, LLC (ISM). This supplemental agreement covers services during construction phase for contractor request for field information, utility conflicts assessment & resolution, field engineering, and attending construction progress meetings. Services also include construction rescoping of road 13th Street to 5th Street segment.
Financial Impact:	Funds in amount of 295,420.23 are available in Project TIA funds.

Alternatives: Do not approve and find alternative to perform CEI services.

Recommendation: Approve Supplement funding (SA2) to Infrastructure Systems Management, LLC in the amount of \$295,420.23 for the Greene Street Improvements Construction Phase Services (CEI & Construction Rescoping). Requested by Engineering / RFP 18-312.

Funds are available in the following accounts: (\$295,420.23) 371-041110-52.12115 / T15040117-52.12115 - Project TIA Funds

REVIEWED AND APPROVED BY: HM/SR

**ENGINEERING DEPARTMENT
SUPPLEMENTAL AGREEMENT**

Item 10.

Augusta Richmond County Project Number(s):	371-041110-T15040117
GDOT Number (s):	RC07-000117 PI 0011389
Supplemental Agreement Number:	2
Purchase Order Number:	19ENG756

WHEREAS, We, **Infrastructure Systems Management, LLC**, entered into a contract with Augusta-Richmond County on April 2, 2019 for engineering design services associated with the improvements to **Greene Street Improvements**. Project RC07-000117, PI 0011389, and

WHEREAS, certain revisions to the design requested by Augusta-Richmond County are not covered by the scope of the original contract, we desire to submit the following Supplemental Agreement to-wit:

Greene Street Preliminary and Final Re-Design

It is agreed that as a result of the above-described modifications the contract amount is increased by **\$295,420.23** from **\$832,927.06** to a new total of **\$1,128,347.29**.

Any modifications to submittal dates shall be as identified in the attached proposal. This agreement in no way modifies or changes the original contract of which it becomes a part, except as specifically stated herein.

NOW, THEREFORE, We, **Infrastructure Systems Management, LLC**, hereby agree to said Supplemental Agreement consisting of the above-mentioned item and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

RECOMMEND FOR APPROVAL:

CITY OF AUGUSTA-RICHMOND COUNTY
AUGUSTA, GEORGIA

Infrastructure Systems Management, LLC.

Honorable Garnett L. Johnson, Mayor

Approved Date: _____

ATTEST:

Title:

Approved: Date:
[ATTACHED CORPORATE SEAL]

ATTEST:

Title:

Infrastructure Systems Management, LLC

Tel 706-691-8611

1557 Broad Street

www.ismllc-engr.com

Augusta, GA 30904

aladson@ismllc-engr.com



March 27, 2023

Hameed Malik, PhD, PE
 Director – Augusta Engineering Department
 452 Walker Street, Ste. 110
 Augusta, GA 30901

RE: Greene Street Preliminary and Final Re-Design – Supplement

Dear Dr. Malik:

Infrastructure Systems Management (ISM) is pleased to submit this proposal/fee to Augusta Engineering Department to provide design services for Greene Street Re-Design project.

Proposed services consist of the following:

1. Re-design of existing Greene Street drainage from 13th Street to 5th Street.
2. Program/Project Management Supplement and Support.
3. Conditional field assessment for substandard curb height, areas of failing, sidewalk within the median, and areas of poor drainage with significant ponding.
4. Production of construction plans for proposed drainage improvements, proposed sidewalk replacement, and curb resetting where needed as determined by the conditional field assessment.
5. Utility coordination support.
6. Construction quantities and cost estimates included for 30% submittal, 90% submittal, and submission of final plans.
7. Submission for GDOT plan reviews and comments.
8. Construction Observation.

GREENE STREET RE-DESIGN		
NO.	DESCRIPTION	COST
1	Stage I - Conditional Field Assessment/Project Management Supplement	\$ 75,780.23
2	Stage II - Drainage Design	\$ 94,220.00
3	Stage III - Plan Production	\$ 44,780.00
4	Stage IV - Utilities	\$ 19,560.00
5	Stage V - Plan Reviews and Revisions	\$ 41,080.00
6	Stage VI - Construction Observation	\$ 20,000.00
		\$ 295,420.23

March 27, 2023
Hameed Malik, PhD, PE
Page 2

Once again, we appreciate your consideration of ISM for this project. If these fees are acceptable, please sign and return this proposal at your earliest convenience. In the meantime, if you should have any questions, please feel free to call me at (706) 691-8611.

Sincerely,



Abie L. Ladson, PE

ACCEPTED:

Hameed Malik, PhD, PE

SIGNATURE: _____

TITLE: _____

DATE: _____



Commission Meeting

May 2, 2023

CDM Smith, Inc., CO - Amendment #1 for Additional Services for the Sanitary Sewer Model to include Fort Gordon service area for the Utilities Department

Department:	Utilities
Presenter:	Wes Byne
Caption:	Motion to approve proposal from CDM Smith, Inc., to provide additional services for the Sanitary Sewer Model of the Fort Gordon Service area for the Utilities Department CO Amendment 1 - 19UTI809(Approved by Engineering Services Committee April 25, 2023).
Background:	<p>CDM Smith, Inc. was awarded a contract to produce a Sanitary Sewer Model for the Utilities Department that covered all areas of the Augusta-Richmond County outside of the Fort Gordon Service area. This amendment will allow CDM Smith, Inc. to include Fort Gordon into the overall model.</p> <p>A Sanitary Sewer Model will provide AUD with a tool to plan for capital improvements and future development as well as diagnose problems within the system.</p>
Analysis:	It would be cost efficient for CDM Smith, Inc. to include the Fort Gordon service area within the Sanitary Sewer Model as an additional service to their current contract for \$47,820.00 as detailed in their proposal.
Financial Impact:	We have reviewed the proposal from CDM Smith, Inc. and find it to be reasonable. Funding in the amount of \$47,820.00 is available from accounts: G/L 507043490-5212999 - J/L 81900100-5212999.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval for Utilities Department to supplement the CDM Smith, Inc., current contract to perform the additional services in the amount of \$47,820.00
Funds are available in the following accounts:	Funds are available in the following accounts: G/L 507042490-5212999 - J/L 81900100-5212999
<u>REVIEWED AND APPROVED BY:</u>	N/A

ENGINEERING SERVICES CONTRACT CHANGE ORDER

CO NUMBER	01
BID ITEM	19-188
DATE	02/02/2023

PROJECT TITLE Sanitary Sewer Hydraulic Model

ORIGINAL CONTRACT DATE 11/05/19 **PROJECT NUMBER** AUD 2020-010

OWNER AUGUSTA, GEORGIA **PO NUMBER** 19UTI809

The following change is hereby made to the contract for the above project:

Description of Change (for a more detailed description see attached proposal): Original project scope consisted of the production of a Wastewater Model which included main trunks and sewer interceptors greater than a particular size throughout the county but did not include the Fort Gordon component of the AUD system. Given the many upcoming projects and growth in/around Fort Gordon, a working model depicting those assets will be vital to future planning. This amendment adds the Fort Gordon system to the overall model.

PAYEE		CDM Smith, Inc.
TOTAL AMOUNT OF THIS CHANGE ORDER	\$	47,820.00
The contract time will be INCREASED by 100 calendar days as a result of this change.		
ORIGINAL CONTRACT AMOUNT	\$	329,200.00
PREVIOUS CHANGE ORDER (INCREASE)	\$	0.00
THIS CHANGE ORDER (INCREASE)	\$	47,820.00
TOTAL REVISED CONTRACT AMOUNT WITH CHANGE ORDER	\$	377,020.00

FUNDING NUMBER/ACCOUNT NUMBER	507043490	5212999
	81900100	5212999

PROPOSED BY:	<u>Ashley N. Reid</u> CONSULTANT	DATE: <u>March 9, 2023</u>
REQUESTED BY:	<u>C. D. [Signature]</u> ENGINEER	DATE: <u>3/15/2023</u>
SUBMITTED BY:	<u>[Signature]</u> DEPARTMENT HEAD	DATE: <u>15 Mar 23</u>
FINANCE ENDORSEMENT:	_____ COMPTROLLER	DATE: _____
RECOMMENDED BY:	_____ ADMINISTRATOR	DATE: _____
APPROVED BY:	_____ MAYOR	DATE: _____

PURCHASE ORDER

AUGUSTA, GEORGIA

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

Page 1 of 1

PURCHASE #
19UTI809

Item 11.

DATE 12/12/19	DEPARTMENT 043490	VENDOR PHONE # (404) 720-1400	REQUISITION/QUOTE NO. R326727
VENDOR # 21071	E-VERIFY # 32909	EMAIL	PURCHASE ORDER NUMBER ABOVE MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, AND PACKAGES.
VENDOR CDM SMITH 3715 NORTHSIDE PARKWAY NW BUILDING 300 SUITE ATLANTA, GA 30327			
SHIP TO: AUGUSTA UTILITIES ADMIN 452 WALKER STREET SUITE 200 AUGUSTA, GA 30901			BILL TO: AUGUSTA, GEORGIA ACCOUNTING DEPARTMENT, SUITE 800 535 TELFAIR STREET, MUNICIPAL BUILDING 1000 AUGUSTA, GA 30901-2379 (706) 821-2335 ALL INVOICES AND CORRESPONDENCE MUST BE SENT TO ABOVE ADDRESS REGARDLESS OF SHIPPING DESTINATION.

ITEM #	QUANTITY	UNIT	PRODUCT ID	DESCRIPTION	UNIT PRICE	AMOUNT
0001	1	EACH		DEVELOPMENT OF A SANITARY SEWER MODEL APPROVED BY COMMISSION 11/7/19, ITEM #19 6/L J/L 507-04-3490/52-12999 81900/100 - 5212999	329,200.00	329,200.00

CONDITIONS - READ CAREFULLY

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

Sent by:

DEC 13 2019

Tess Thompson

REQUISITIONER

NET TOTAL.....

329,200.00

APPROVED FOR ISSUE

G.A. Sams

PROCUREMENT DIRECTOR

**AMENDMENT NO: 01
TO AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This Amendment No: 01 is made and entered into this ____ day of _____, 2022 to the Agreement between CDM Smith Inc. (CDM Smith) ("ENGINEER") and City of Augusta, GA Utilities Department ("OWNER") dated December 12, 2019, ("the Agreement").

WHEREAS, ENGINEER and OWNER entered into the Agreement for the Sanitary Swer Hydraulic Modeling services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of OWNER; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of ENGINEER as described in the Agreement are amended and supplemented as follows:

CDM Smith will update and extend the dynamic hydraulic model developed as part of the 2022 Sanitary Sewer Hydraulic Model Project. CDM Smith will use the planned improvement model scenario, which includes the Rocky Creek pump station improvements, as a basis for this task. Per Figure 1, the model will be extended to include the gravity sewer pipes highlighted in orange and yellow in the Fort Gordon Area. Augusta Utilities Department (AUD) will provide as-built drawing information for the gravity sewer highlighted in orange in Figure 1. The pipes highlighted in yellow in Figure 1 will be based on manhole rim and invert elevation data, pipe invert elevations and slope from the AUD GIS. Areas, where missing or inconsistent invert information is identified in the GIS (or invert information is not consistent with upstream and downstream pipes) will be interpolated based on known inverts, or a minimum slope will be assumed.

For the 2022 Sanitary Sewer Hydraulic Model Project, CDM Smith developed a peaking factor approach to model wet-weather flows based on AUD's input. CDM will use the same analysis to re-distribute dry- and wet-weather flows from the existing model to the expanded model. CDM Smith will perform a dry- and wet-weather capacity analysis for the expanded model areas. The sewer capacity analysis will be presented as maps illustrating predicted overflows, surcharged pipes, and the percent full pipe capacity during existing conditions.

CDM Smith will prepare a technical memo documenting the model expansion and expanded capacity analysis.

2. The responsibilities of OWNER as described in the Agreement are amended and supplemented as follows:

No change.

3. The time periods for the performance of ENGINEER's services as set forth in the Agreement are amended and supplemented as follows:

See attached schedule.

4. The payment for services rendered by ENGINEER shall be as set forth below:

For services performed under this Task Order, the Engineer agrees to pay the Subconsultant Lump Sum not exceeding **\$47,820**. The table below summary the cost.

TASK	DESCRIPTION	COST
Task1	Project Management and Billing	\$5,880
Task2	Update Model with As-Builts	\$9,810
Task3	Update Model with GIS	\$10,490
Task4	Model Capacity Analysis	\$5,610
Task5	QA/QC & Base Model Documentatio	\$6,035
Task6	TM & Meetings to Discuss Results	\$9,995
	Total	<u>\$47,820</u>

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect.

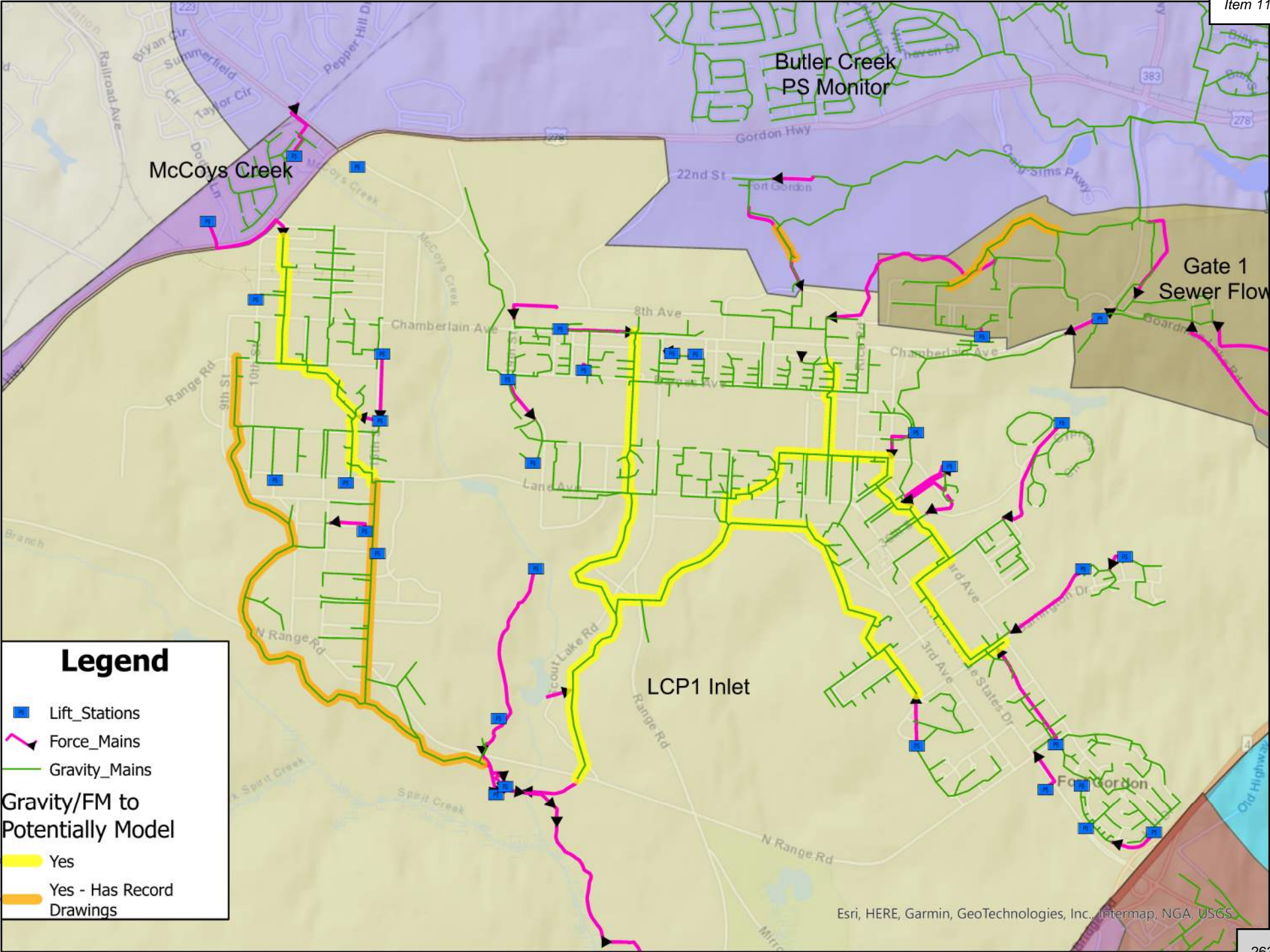
IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

ENGINEER

DATE:

OWNER

DATE:





Office of the Administrator

Item 11.

Jarvis R. Sims, Interim Administrator
Maurice McDowell, Interim Deputy Administrator
William McDonald, Deputy Administrator

Ste. 910 - Municipal Building
535 Telfair Street - Augusta, GA. 30901
(706) 821-2400 - Fax (706) 821-2819

November 7, 2019

Mr. Tom Wiedmeier
Utilities Director
452 Walker Street
Augusta, GA 30901

Dear Tom:

At the regular meeting held Tuesday, November 5, 2019, The Augusta, Georgia Commission took action on the following:

19. Approved motion to award RFQ #19-188, professional services for the development of a Sanitary Sewer Model to CDM Smith, Inc., in the amount of \$329,200 (Approved by Engineering Services Committee October 29, 2019)

24. Approved motion to approve award of RFQ #18-314, Turnkey Performance Based Services to Implement Energy Savings Measures to Noresco, LLC. (Approved by Engineering Services Committee October 29, 2019)

Addendum #1. Approved the issuance of \$21 million plus cost of issuance in bonds for the construction of water and sewer projects at Fort Gordon and authorizing the Mayor and Clerk of Commission to sign and to execute Series 2019 Bond Resolution.

If you have any questions, please contact me.

Yours truly,

A handwritten signature in blue ink, appearing to read "Jarvis R. Sims".

Jarvis R. Sims
Interim Administrator



Commission Meeting

May 2, 2023

Item Name Augusta Canal – Diversion Dam Repairs Planning & Due Diligence Project

Department:	Augusta Utilities
Presenter:	Wes Byne
Caption:	Motion to approve proposal to enter an Engineering Services Contract with Cranston Engineering Group, P.C., to provide Planning and Due Diligence Design services towards the repair of the Augusta Canal Diversion Dam in the amount of \$30,000.00. (RFQ 18-132) (Approved by Engineering Services Committee April 25, 2023)
Background:	Augusta Utilities Department is currently a license applicant with the Federal Energy Regulatory Commission (FERC) for operation of the Augusta Canal which includes the Augusta Diversion Dam. Following a recent inspection of the Diversion Dam it was determined that repairs are needed to the structure. This contract will assist AUD with the planning associated for the actual engineering design including determining agency permitting requirements and construction delivery options.
Analysis:	Approval of this contract will allow AUD to determine the extent of the services required for the design stage.
Financial Impact:	We have reviewed the proposal from Cranston Engineering Group, P.C., and find it to be reasonable. Funding in the amount of \$30,000.00 is available from accounts: G/L 507043410-5212115 - J/L 82200090-5212115.
Alternatives:	No alternatives are recommended.
Recommendation:	Recommend approval of the contract with Cranston Engineering Group, P.C. for \$30,000.00
Funds are available in the following accounts:	Funds are available in account G/L 507043410-5212115 - J/L 82200090-5212115.
<u>REVIEWED AND APPROVED BY:</u>	N/A





CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

March 28, 2023

Mr. Wes Byne, P.E. - Director
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

Re: Augusta Canal Diversion Dam Repairs
Planning & Due Diligence
Cranston File No. 2022-0298

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for professional services associated with the Diversion Dam structure. Cranston recently completed a structural condition assessment of the Diversion Dam. The assessment concluded that repairs were necessary to mitigate potential issues with stability, safety, and general performance of the structure. This proposal states our understanding of the project scope, the required tasks, and the fees for accomplishing the work.

GENERAL:

The February 2, 2023 Augusta Canal Diversion Dam Condition Assessment Report concluded that the Diversion Dam structure is in fair to good condition, considering the age and function of the structure. The report prioritized repairs as follows:

1. Scour and undercutting on the downstream face and foundation.
2. Spalls, cracks, voids, and associated leaks on the surface and dam structure interior.
3. Repair and replacement of stop log bays and appurtenances.
4. Repair and "re-seating" of the Fish Ladder.

The Priority 1 designation was assigned to the Scour and Undercutting condition as foundation failure could lead to a catastrophic event. While not anticipated to be catastrophic in nature, failure due to spalls, cracks, and voids could lead to localized failure necessitating emergency repairs. Likewise, failure of the stop log systems would also be localized and would not lead to global failure of the dam structure. The fish ladder detachment does not represent a structural dam failure and is considered optional in terms of repair or replacement.

Given the potential structural solutions for the Diversion Dam structure and the anticipated multi-agency coordination required, we recommend a project approach that includes a Planning and Due Diligence task as a precursor to formal design and permitting activities. This task would focus on the development of conceptual improvements for each of the repair priorities noted above. Using refined exhibits from the Diversion Dam Condition Assessment Report, potential design solutions will be identified for the locations noted during the Condition Assessment.

Concurrent with the development of potential solutions, Cranston will engage the Federal Energy Regulatory Commission (FERC) to establish permitting requirements. In addition to FERC, we anticipate multiple agency review requirements. These entities could include the US Army Corps of Engineers, State Historic Preservation Commission(s), and Federal Emergency Management Agency (FEMA), among others. Stakeholders will include Augusta, Georgia, North Augusta, South Carolina, Columbia County, Georgia, Aiken County, South Carolina, Edgefield County, South Carolina, and Dominion Energy, at a minimum.

As noted in our March 3, 2023 meeting, Cranston recommends contractor engagement very early in the project development process. Given the existing conditions and unique project requirements, an experienced marine contractor would add significant value to the project team. Specific roles and responsibilities during the design phase could include constructability review, staging and sequencing planning, construction budget control, and scheduling. We understand the Construction Manager at-Risk project delivery method is being considered as a means to this end.

The scope of work noted below outlines our proposed scope for the Planning and Due Diligence task.

SCOPE OF WORK:

Cranston proposes to complete Planning and Due Diligence activities associated with the proposed Diversion Dam improvements. We propose to complete the following tasks and provide the outlined deliverables.

- **Task 1.1 – Conceptual Design**

- Cranston will develop concept plans identifying areas proposed for improvement using inspection data, available basemap information, and exhibits from the Diversion Dam Condition Assessment Report.
- Potential design solutions and alternatives will be shown schematically in cross-sections, conceptual details, and plan view notations. Established stationing along the Diversion Dam will be noted for location of conceptual repairs.
- Conceptual improvements will address each priority condition identified in the Report.

- Cranston will evaluate construction phase access options. Planning activities will also consider permanent measures (e.g., easements) to assure accessibility for operation and maintenance use.
- **Task 1.2 – Regulatory Engagement**
 - At the direction of Augusta Utilities Department, Cranston will engage FERC and other agencies to discuss the project intent and potential improvements. Cranston will request direction regarding permitting requirements from each agency.
 - Cranston will identify the required permit processes for each jurisdictional authority and document those as part of the project deliverables.
 - In coordination with Augusta Utilities Department, Cranston will engage project stakeholders such as North Augusta, Edgefield County, etc.
- **Task 1.3 – Project Delivery Coordination**
 - Cranston will assist the Augusta Utilities Department with pre-qualification requirements and Construction Manager selection, as requested.

Deliverables:

Cranston will prepare a comprehensive Concept Report that outlines the design considerations and proposed alternatives for repair of the prioritized areas. Conceptual drawings will be developed that identify areas requiring repair based on our recent Condition Assessment. Conceptual cross-sections, details, and plan view descriptions will be included. Design repair alternatives will be illustrated schematically on the Concept Plans and described in the Concept Report.

The Concept Report will include a Regulatory Permit summary that outlines all known permitting requirements and contact information per agency. Minutes from stakeholder engagement meetings will be included in the Concept Report.

FEE PROPOSAL:

We propose to complete the task-based approach based on the following fee schedule. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time.

Wes Byne, P.E.
March 28, 2023
Page 4 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

<u>Task</u>	<u>Description</u>	<u>Fee</u>
1.1	Concept Design	\$17,500 (Lump Sum)
1.2	Regulatory Engagement	\$7,500 (Time and Mat's-Est.)
1.3	Project Delivery Coordination	\$5,000 (Time and Mat's-Est.)
TOTAL:		\$30,000

We will invoice you monthly for the percentage of each item completed during that month and would expect payment within 15 days following the submittal of our invoice.

TIME OF COMPLETION:

Cranston understands that time is of the essence. We are prepared to begin work at your direction. We anticipate Task 1.1 will require 4-6 weeks to develop and deliver for review and comment. Services associated with Task 1.2 will run concurrently with Task 1.1. Although regulatory based timelines are challenging to quantify, Cranston will document all outreach activities for inclusion in the Concept Report. Similarly, we anticipate support Task 1.3 will be delivered along the same timeline as the over Concept Development services.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We stand ready to prepare and forward to you a standard form engineering contract covering this assignment at your request. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON, LLC



Tom Dunaway, P.E., MBA
Senior Project Manager

Wes Byne, P.E.
March 28, 2023
Page 5 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

ACCEPTED:

CITY OF AUGUSTA, GEORGIA

BY: W Byne

TITLE: Director

DATE: _____



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

CONSULTANT: Cranston Engineering Group, P.C.

PROJECT: Augusta Canal Diversion Dam Repairs Planning & Due Diligence

DATE EXECUTED:

DATE COMPLETED:



STATE OF GEORGIA
RICHMOND COUNTY

MAJOR PROJECTS
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
(CITY)

AND

CONSULTANT

This Agreement is made and entered into this _____ day of _____, 202__ by and between AUGUSTA, Georgia, a political subdivision of the State of Georgia, hereinafter called the "CITY" and S&ME, Inc., a Corporation authorized to do business in Georgia, hereinafter called the "CONSULTANT."

WHEREAS, the CITY desires to engage a qualified and experienced consulting firm to furnish professional services for:

Augusta Canal Diversion Dam Repairs Planning & Due Diligence

and,

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide the services contained herein and the CITY has relied upon such representation.

NOW, THEREFORE, in consideration of the mutual promises and covenant herein contained, it is agreed by and between the CITY and the CONSULTANT that:



GENERAL PROVISIONS

CONSULTANT has agreed, in this Agreement with CITY to procure the services of licensed design professionals, to provide the engineering services required to provide professional engineering and design services for the Project in accordance with the requirements as outlined in and attached as Attachment A – Scope of Services and other relevant data defining the Project.

CONSULTANT COORDINATION

The CONSULTANT shall cooperate fully with all municipalities, local government officials, utility companies, and other consultants as directed by the CITY. CONSULTANT and all relevant parties agree to work together on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. All parties agree to cooperate in a manner consistent with good design practice and will exercise the degree of skill and diligence normally employed by professional engineers or consultants practicing under similar conditions. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

AMENDMENTS TO AGREEMENT

Every amendment to the Scope of Services shall become and is hereby made a part of this Agreement. Amendments must be fully executed by both the CONSULTANT and CITY to be valid.

REDUCTION IN REQUIRED SERVICES

If reductions in the required services are ordered by CITY, the credits shall be the amounts for such services as described in subsequently executed Amendments to this Agreement, and no claim for damages for anticipated profits shall accrue to the CONSULTANT.

DATE CHANGES

If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

AGREEMENT MODIFICATIONS

This Agreement shall not be modified except by a duly executed Amendment hereto in writing under the hands and seals of both parties hereto.

TIME OF COMPLETION

The time of completion shall be as described in the schedule attached hereto as Attachment D - Schedule.



This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise obligated funds are no longer available to satisfy the obligations of the CONSULTANT on behalf of the CITY under this Agreement. However, CONSULTANT will be compensated for all work prior to termination of contract even if the CITY has obligated the funds to other projects.

PROJECT PROGRESS

CONSULTANT'S services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion.

LITIGATION

Nothing in this Agreement shall be construed as obligating the CONSULTANT to appear, support, prepare, document, bring, defend or assist in litigation either undertaken or defended in behalf of the CITY except in consideration of compensation. All such services required or requested of CONSULTANT by the CITY except suits or claims between the parties to this Agreement will be reimbursed as additional services.

BINDINGS

It is further agreed that the CITY and CONSULTANT each binds itself and themselves, its or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Except as above, neither CITY nor the CONSULTANT shall assign, sublet or transfer its or their interest in this Agreement without prior written consent of the other party hereto.

EXTENT OF THE AGREEMENT

This Agreement represents the entire agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations and agreements, either written or oral.



DEFINITIONS

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

Agreement Execution - means the date on which CONSULTANT executes and enters into an Agreement with CITY to perform the Work.

Agreement Price - means the total monies, adjusted in accordance with any provision herein, payable to the CONSULTANT under this Agreement.

CITY - means a legal entity AUGUSTA, Georgia, a political subdivision of the State of Georgia.

CONSULTANT - means the party or parties contracting directly with the CITY to perform Work pursuant to this Agreement.

Contract - means the Agreement Documents specifically identified and incorporated herein by reference.

Contract Time - means the period of time stated in this Agreement for the completion of the Work.

Subcontractor - means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with CONSULTANT or with any of its subcontractors at any tier to provide a part of the Work called for by this Agreement.

Supplemental Agreement - means a written order to CONSULTANT signed by CITY and accepted by CONSULTANT, effecting an addition, deletion or revision in the Work, or an adjustment in the Agreement Price or the Contract Time, issued after execution of this Agreement.

Task Order - means a written order specifying a Scope of Services, time of completion and compensation limit for services being provided by CONSULTANT. Task Orders shall be incorporated by reference as part of the Supplemental Conditions of this Agreement.

Work - means any and all obligations, duties and responsibilities, including furnishing equipment, engineering, design, workmanship, labor and any other services or things necessary to the successful completion of the Project, assigned to or undertaken by CONSULTANT under this Agreement.



CONTRACT DOCUMENTS

List of Documents

The Agreement, the General Conditions, the Attachments, and any Supplemental Agreements, including Task Orders shall constitute the Agreement Documents (the "Agreement").

Conflict and Precedence

The Agreement Documents are complementary, and what is called for by one is as binding as if called for by all. In the event there are any conflicting provisions or requirements in the component parts of this Agreement, the several Agreement Documents shall take precedence in the following order:

1. Agreement - Including Attachments
2. General Conditions
3. Supplemental Conditions - Including Task Orders



GENERAL CONDITIONS

1. COMMENCEMENT OF WORK

The performance of services as defined in the Prime Agreement between CONSULTANT and the CITY, and herein described in this Agreement as Attachment A shall be commenced upon receipt by the CONSULTANT of a written Notice To Proceed. The effective date of services shall be defined in the Notice To Proceed.

2. PROFESSIONAL STANDARDS

The standard of care for all services performed or furnished by CONSULTANT under this Agreement will be the level of care and that is ordinarily used by members of CONSULTANT'S profession practicing under similar conditions.

3. CHANGES AND EXTRA WORK

The CITY may, at any time, request changes in the work to be performed hereunder. All such changes, including any increase or decrease in the amount of the CONSULTANT's compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Supplemental Agreements to the Agreement.

Changes that involve an increase in the compensation shall be considered major, and require the approval of the CITY.

4. PERSONNEL

The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of, or have any contractual relationship with, the CITY. All of the services required hereunder will be performed by the CONSULTANT under its supervision, and all personnel engaged in the work shall be qualified and shall be authorized or permitted under law to perform such services.

All key professional personnel, including subcontractors, engaged in performing services for the CONSULTANT under this agreement are indicated in a personnel listing attached hereto as Attachment C – Listing of Key Personnel and incorporate herein by reference. No changes or substitution shall be permitted in the CONSULTANT's Key Personnel without the prior written approval of the CITY or his designee.

The CONSULTANT shall employ only persons duly registered in the appropriate category in responsible charge of supervision and design of the work. The CONSULTANT shall endorse all reports, contract plans, and survey data. Such endorsements shall be made by a person duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the CONSULTANT and responsible for the work prescribed by this Agreement.



5. ACCURACY OF WORK

The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct errors and omissions in its plans and specifications without additional compensation. The CONSULTANT shall give immediate attention to these changes so there will be a minimum of delay to others.

Acceptance of the work by the CITY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

6. CONFIDENTIALITY

The CONSULTANT agrees that its conclusions and any reports are for the confidential use and information of the CITY and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CITY, and will only discuss the same with it or its authorized representatives. Upon completion of this Agreement term, all documents, drawings, reports, maps, data and studies prepared by the CONSULTANT pursuant thereto shall become the property of the CITY and be delivered thereto.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CITY.

It is further agreed that if any information concerning the PROJECT, should be released by the CONSULTANT without prior approval from the CITY, the release of same shall constitute grounds for termination of this Agreement without indemnity to the CONSULTANT, but should any such information be released by the CITY or by the CONSULTANT with such prior approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

7. OPEN RECORDS

CONSULTANT acknowledge that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia's Open Records Act (O.C.G.A. § 50-18-70, et seq.). CONSULTANT shall cooperate fully in responding to such request and making all records, not exempt, available for inspection and copying as provided by law.

8. JURISDICTION

The law of the State of Georgia shall govern the CONTRACT between CITY and CONSULTANT with regard to its interpretation and performance, and any other claims related to this agreement.

All claims, disputes and other matters in question between CITY and CONSULTANT arising out of or relating to the Agreement, or the breach thereof, shall be decided in the Superior Court of Richmond County, Georgia. The CONSULTANT, by executing this Agreement, specifically consents to jurisdiction and venue in Richmond County and waives any right to contest the jurisdiction and venue in the Superior Court of Richmond County, Georgia.

9. TERMINATION OF AGREEMENT FOR CAUSE



If through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements or stipulations of this Agreement, CONSULTANT will be given the opportunity to commence correction of obligation within 5 days of written notice and diligently complete the correction thereafter. Failure to maintain the scheduled level of effort as proposed and prescribed, or deviation from the aforesaid schedule without prior approval of the CITY, shall constitute cause for termination. The CITY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, maps, data, studies, work papers and reports prepared by the CONSULTANT under this Agreement shall become the property of the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, as mutually agreed by the CITY and CONSULTANT.

10. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this contract in part or in whole upon written notice to the CONSULTANT. The CONSULTANT shall be paid for any validated services under this Contract up to the time of termination.

11. COORDINATION AND COOPERATION WITH OTHER UTILITIES AND CONSULTANTS

CONSULTANT shall thoroughly research all utility records to identify the existing facilities on the submitted roadway plans for avoidance, or resolution, of conflicts with the proposed Scope of Services.

If the CITY undertakes or awards other contracts for additional related work, the CONSULTANT shall fully cooperate with such other CONSULTANTS and the CITY employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the CITY. The CONSULTANT shall not commit or permit any act which will interfere with the performance of work by any other CONSULTANT or by CITY employees.

12. COVENANT AGAINST CONTINGENT FEES

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

13. RESPONSIBILITY FOR CLAIMS AND LIABILITY



The CONSULTANT shall be responsible for any and all damages to properties or persons caused by its employees, subcontractors, or agents, and shall hold harmless the CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever to the extent found to be resulting from the CONSULTANT, its subcontracts, or agent in the negligent performance or non-performance of work under this Agreement. These indemnities shall not be limited by reason of the listing of any insurance coverage.

14. INSURANCE

The CONSULTANT shall, at all times that this Agreement is in effect, cause to be maintained in force and effect an insurance policy(s) that will ensure and indemnify the CITY against liability or financial loss resulting from injuries occurring to persons or property or occurring as a result of any negligent error, act, or omission of the CONSULTANT in performance of the work during the term of this Agreement.

The CONSULTANT shall provide, at all times that this agreement is in effect, Worker's Compensation insurance in accordance with the laws of the State of Georgia.

The CONSULTANT 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.

CITY will be named as an additional insured with respect to CONSULTANT's liabilities hereunder in insurance coverage's identified in items (b) and (c).

The policies shall be written by a responsible company(s), to be approved by the CITY, and shall be noncancellable except on thirty-(30) days' written notice to the CITY. Such policies shall name the CITY as co-insured, except for worker's compensation and professional liability policies, and a copy of such policy or a certificate of insurance shall be filed with the Director at the time of the execution of this Agreement.

15. PROHIBITED INTERESTS



- 15.1 Conflict of Interest: The CONSULTANT agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The CONSULTANT further agrees that, in the performance of the Agreement, no person having such interest shall be employed.
- 15.2 Interest of Public Officials: No member, officer, or employee of the CITY during his tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- 15.3 Employment of CITY's Personnel: The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of the Agreement, without the written permission of the CITY except as may otherwise be provided for herein.

16. SUBCONTRACTING

The CONSULTANT shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without the CITY's prior written approval of the subcontractor.

All subcontracts in the amount of \$5,000 or more shall include, where possible, the provisions set forth in this Agreement.

17. ASSIGNABILITY

The CONSULTANT shall not assign or transfer whether by an assignment or novation, any of its rights, obligations, benefits, liabilities or other interest under this Agreement without the written consent of the CITY.

18. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, the CONSULTANT agrees as follows: (1) the CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) the CONSULTANT will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) the CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

19. DRUG FREE WORK PLACE

CONSULTANT shall be responsible for insuring that its employees shall not be involved in any manner with the unlawful manufacture, distribution, dispensation, possession, sale or use of a controlled substance in the workplace. For purposes of the policy, "workplace" is defined as CITY owned or leased property, vehicles, and project or client site. Any violation of the prohibitions may result in discipline and/or immediate discharge.



CONSULTANT shall notify the appropriate federal agencies of an employee who has a criminal drug statute conviction for workplace violation.

CONSULTANT may require drug or alcohol testing of employees when contractually or legally obligated, or when good business practices would dictate.

20. ANTI-KICKBACK CLAUSE

Salaries of architects, drafters, engineer's, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. The CONSULTANT hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

21. AUDITS AND INSPECTORS

At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY and/or audit representatives of the CITY for examination all of its records with respect to all matters covered by this Agreement. It shall also permit the CITY and/or representatives of the audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the CITY or any reviewing agencies, and copies thereof shall be furnished upon request at cost plus 10%. The CONSULTANT agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

22. OWNERSHIP, PUBLICATION, REPRODUCTION AND USE

All documents and materials prepared as an instrument of service pursuant to this Agreement are the property of the CITY. The CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, maps, or other materials prepared under this Agreement without according credit of authorship. The CITY shall hold harmless the CONSULTANT against all claims arising out of such use of documents and materials without the CONSULTANT's knowledge and written consent.

23. VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent, or employee of the CITY, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the CONSULTANT to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Article 3 above.



24. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the CONSULTANT or any of its agents or employees to be the agent, employee, or representative of the CITY.

25. NOTICES

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

CITY:

ADMINISTRATOR
AUGUSTA, GEORGIA
535 Telfair St., Suite 910
Augusta, GA 30911

CONSULTANT:

Copy to:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street; Suite 200
Augusta, GA 30901

26. TEMPORARY SUSPENSION OR DELAY OF PERFORMANCE OF CONTRACT

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 CONSULTANT under this agreement.

27. DEFECTIVE PRICING

To the extent that the pricing provided by CONSULTANT is erroneous and defective, the parties may, by agreement, correct pricing errors to reflect the intent of the parties.

28. SPECIFIED EXCUSES FOR DELAY OR NON-PERFORMANCE

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

29. HOLD HARMLESS

Except as otherwise provided in this agreement, CONSULTANT shall indemnify and hold harmless Augusta, GA, and its employees and agents from and against all liabilities, claims, suits,



demands, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the negligent performance of its Work.

30. GEORGIA PROMPT PAY ACT NOT APPLICABLE

The terms of this agreement supersede any and all provisions of the Georgia Prompt Pay Act.

31. RIGHT TO INSPECT PREMISES

Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CONSULTANT or any subcontractor of CONSULTANT or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

32. E-VERIFY

All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's *E-Verify number* as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

33. LOCAL SMALL BUSINESS LANGUAGE

In accordance with Chapter 10B of the AUGUSTA, GA. CODE, Contractor expressly agrees to collect and maintain all records necessary to for Augusta, Georgia to evaluate the effectiveness of its Local Small Business Opportunity Program and to make such records available to Augusta, Georgia. The requirements of the Local Small Business Opportunity Program can be found at www.augustaga.gov. In accordance with AUGUSTA, GA. CODE § 1-10-129(d)(7), for all contracts where a local small business goal has been established, the contractor is required to provide local small business utilization reports. Contractor shall report to Augusta, Georgia the total dollars paid to each local small business on each contract, and shall provide such payment affidavits, regarding payment to subcontractors as may be requested by Augusta, Georgia. Such documents shall be in the format specified by the Director of minority and small business opportunities, and shall be submitted at such times as required by Augusta, Georgia. Failure to provide such reports within the time period specified by Augusta, Georgia shall entitle Augusta, Georgia to exercise any of the remedies set forth, including but not limited to, withholding payment from the contractor and/or collecting liquidated damages.



34. ACKNOWLEDGEMENT

"Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant 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 Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below:

CITY:

AUGUSTA, GEORGIA (CITY)

BY: _____

PRINTED NAME: Garnett L. Johnson

AS ITS: MAYOR

CONSULTANT:

BY: _____

PRINTED NAME: _____

AS ITS: Principal

ATTEST CLERK:

PRINTED NAME: Lena J. Bonner

AS ITS: Clerk of Commission

DATE: _____

ATTEST:

PRINTED NAME: _____

AS ITS: Principal

DATE: _____

Copy To:

DIRECTOR
AUGUSTA UTILITIES DEPARTMENT
452 Walker Street, Suite 200
Augusta, GA 30901



CONSULTANT'S RESPONSIBILITIES

CONSULTANT , in order to determine the requirements of the Project, shall review the information in Attachment A - Scope of Services. CONSULTANT shall review its understanding of the Project requirements with CITY and shall advise CITY of additional data or services which are not a part of CONSULTANT's services, if any, necessary for design to begin.

PROJECT UNDERSTANDING

Upon request from the CONSULTANT, CITY may provide all criteria and full information as to CITY's and CONSULTANT'S requirements for this part of the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. CONSULTANT may request from the CITY to furnish data, reports, surveys, and other materials that may be relied upon in performing CONSULTANT'S services.

REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the project activities and data collected under the Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computation prepared by or for the CITY in association with this Agreement shall be subject to review.

The CITY may at any time request progress reports, prints or copies of any work performed under this Agreement. Refusal by the CONSULTANT to submit progress reports and/or plans shall be cause to withhold payment to the CONSULTANT until the CONSULTANT complies with the CITY's request in the regard.

The CITY's review recommendations shall be incorporated into the plans by the CONSULTANT.

CONSULTANT'S INSURANCE

CONSULTANT will maintain throughout this AGREEMENT the following insurance limits as specified in General Condition 14 - Insurance.



CITY'S RESPONSIBILITIES

CITY-FURNISHED DATA

CITY will provide to CONSULTANT all data in CITY's possession relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.

RIGHT TO ENTER

The CONSULTANT will notify all property owners or occupants of the intent to enter properties for the purpose of accomplishing work in accordance with the practices of the CITY. The CONSULTANT shall discuss with and receive approval from the CITY prior to sending notices of intent to enter private property. Upon request by the CONSULTANT, the CITY will provide the necessary documents identifying the CONSULTANT as being in the employ CITY for the purpose described in the Agreement.

ADVERTISEMENTS, PERMITS, AND ACCESS

Unless otherwise agreed to in the Scope of Services, CITY will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services or PROJECT construction.

TIMELY REVIEW

CITY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as CITY deems appropriate; and render in writing decisions required by CITY in a timely manner.

PROMPT NOTICE

CITY will give prompt written notice to CONSULTANT whenever CITY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's Services, or of any defect in the work of CONSULTANT or construction contractors.

CITY'S INSURANCE

CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

LITIGATION ASSISTANCE

The Scope of Services does not include costs of CONSULTANT for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by CITY. All such Services required or requested of CONSULTANT by CITY, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as additional services.



ATTACHMENT A - SCOPE OF SERVICES

For the scope of services, please refer to the attached proposal from Cranston Engineering Group, P.C., which includes the fee schedule for service tasks.



ATTACHMENT B - COMPENSATION

The CITY shall compensate the CONSULTANT for services, which have been authorized by the CITY under the terms of this Agreement.

The CONSULTANT may submit to the CITY a monthly invoice, in a form acceptable to the CITY and accompanied by all support documentation requested by the CITY, for payment for the services, which were completed during the billing period. The CITY shall review for approval said invoices. The CITY shall have the right to reject payment of any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined solely by the CITY, are unreasonably in excess of the actual phase of completion of each phase. The CITY shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of performance by the CONSULTANT to the point indicated by such invoice, or of receipt of acceptance by the CITY of the service covered by such invoice. The CITY shall pay any undisputed items contained in such invoices.

Each invoice shall be accompanied by a letter progress report describing the total work accomplished for each phase and any problems, which have been encountered, which may inhibit execution of the work. The CONSULTANT shall also submit an accurate updated schedule, and an itemized description of the percentage of total work completed for each phase during the billing period.

When the CITY authorizes the CONSULTANT to proceed with the work authorized in a Task Order, it agrees to pay the CONSULTANT for work completed, on the basis of the standard billing rates shown in Attachment B to the Contract of those principals and employees engaged directly on the work.

Compensation for design services shall be invoices based on the sum of all actual costs incurred in the performance of the work, including all direct, payroll, overall and profit cost in an amount not-to-exceed the compensation set forth in the terms of the Agreement or any authorized Task Order. All invoices submitted by the CONSULTANT shall be detailed to reflect incurred expenses, labor hours and costs by authorized Task.

Overtime may be performed at the discretion of the CONSULTANT, but the premium time portion of the overtime will not be billed to the CITY unless the CONSULTANT has requested acceleration of the scheduled work in writing.



ATTACHMENT C - LISTING OF KEY PERSONNEL

CONSULTANT shall provide qualified personnel to perform its work. The list of key personnel below, including a designated Program Manager will not change or be reassigned without the written approval of the CITY. Those personnel committed for this work are as follows:



ATTACHMENT D - SCHEDULE FOR PERFORMANCE

For the schedule for performance, please refer to the attached proposal from Cranston Engineering Group, P.C., which includes the fee schedule for service tasks.

DRAFT



CONSULTANT SERVICES

As a part of this Agreement the CONSULTANT agrees to furnish the following checked items (CONSULTANT to initial in the space provided acknowledging responsibility to furnish said item).

Prior to Authorization To Proceed:

- ☒ Detailed Scope of Services based upon Schedule A of this Agreement to be submitted with Cost Proposal clearly defining the CONSULTANT'S understanding of the project limits, design objectives and CONSULTANT'S services to be provided.
- ☐ Cost Proposal that will include cost of surveying, design, preparation of construction plans and specifications, and other services requested in the CITY'S Request for Proposal.
- ☐ Schedule for submittal of review documents at 30%, 60%, and 90% completion; and final documents.

Prior to submitting 30% review documents:

- ☐ Locate all existing utilities using available information collected by the CONSULTANT. The CITY will furnish available information on water and sewer locations however the CONSULTANT must verify to CITY'S satisfaction.
- ☐ Provide CITY with information on the project site(s), including the following:
 - Past and present use of the land (specifically identify any landfilling activities in the area); identify any nearby designated wetlands
 - Soil type(s)
 - Boring results when required by CONSULTANT for new facilities or where depth of line and existing site conditions warrant.
 - Brief description of the area (e.g., residential, commercial, industrial) including general slope of the land, and whether trees, signs, etc. will be in conflict with the new facilities. Include number of properties affected and number of easements required with property owners identified
 - Identification of potential problems in meeting design objectives.
- ☐ Site Plan (If Required)

Throughout project:

- ☐ Prepare printed responses to comments received from the CITY following reviews.
- ☐ Provide the necessary plats for easement acquisition and DOT/other permit application.
- ☐ Prepare Public Works/DOT/Other permit applications for signature by the CITY.
- ☐ Prepare and submit plans to EPD for review and approval when required.



- ☐ Prepare plans and specifications, using *Augusta Utilities Design Standards and Specifications (latest version)*. Specifications must mirror that provided by the CITY.
- ☐ Prepare construction cost estimates at each review stage, 30%, 60%, 90%, and with the submittal of Final documents. Provide cost breakdown for any items to be lump sum in the construction contract.

Upon completion of design:

- ☐ Coordinate with the City Procurement Department to advertise the project.
- ☐ Fax bid information to CITY.
- ☐ Attend the Pre-Bid Meeting as a technical reference to the CITY.
- ☐ Prepare letter of recommendation for award of the contract.
- ☐ Develop conformed contract documents and forward to the CITY for execution.
- ☐ Attend the pre-construction meeting as a technical reference to the CITY.
- ☐ Provide clarification related to the plans/specifications throughout design and construction.
- ☐ Provide record drawings at completion of the project electronically, per the *Utilities Design Standards and Specifications (latest version)*.
- ☐ Provide Services During Construction as follows:
 - Attend project meetings as scheduled by the CITY
 - Recommend design changes as field conflicts arise (site visits may be required)
 - Review and approval of pay requests from the construction Contractor (line of communication will be construction contractor to resident observer to CONSULTANT to CITY)
 - Provide clarification of plans and specifications throughout construction
 - Revise/update plans and/or easement plats as changes occur that require resubmittal to DOT/other agencies.

AUGUSTA UTILITIES DEPARTMENT

CONSULTANT

BY: _____

BY: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: DIRECTOR

TITLE: Principal

DATE: _____

DATE: _____



ADDITIONAL SERVICES:

1. Revisions to the plans/contract documents to extend the limits of the project after this AGREEMENT has been executed by the CITY.
2. Revisions due to incorrect locations of existing utilities by the CONSULTANT (i.e., correct location given by CITY, incorrectly marked on plans by engineer) will be the responsibility of the CONSULTANT. Other revisions required by the CITY, DOT, EPD, or other government agency at their request will be considered an additional service.
3. Out-of-town meetings or conferences required of the CONSULTANT by the CITY.
4. Other not described above, as approved by the CITY.

NOTE:

It is the responsibility of the CONSULTANT as contracted by the CITY to provide professional surveying and engineering services. It is expected that such professionals will operate in a manner which assures the interests of the common welfare, rather than in a manner which promotes their own financial gain. It is expected that such professionals will act as a faithful agent for the CITY as a client. It is the duty of the CONSULTANT to protect the safety, health and welfare of the public in the performance of their professional duties.



BEST AND FINAL FEE PROPOSAL

DRAFT



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

March 28, 2023

Mr. Wes Byne, P.E. - Director
Augusta Utilities Department
452 Walker Street, Suite 200
Augusta, Georgia 30901

Re: Augusta Canal Diversion Dam Repairs
Planning & Due Diligence
Cranston File No. 2022-0298

Dear Mr. Byne:

In accordance with your request and our previous discussions, we are pleased to offer the following proposal for professional services associated with the Diversion Dam structure. Cranston recently completed a structural condition assessment of the Diversion Dam. The assessment concluded that repairs were necessary to mitigate potential issues with stability, safety, and general performance of the structure. This proposal states our understanding of the project scope, the required tasks, and the fees for accomplishing the work.

GENERAL:

The February 2, 2023 Augusta Canal Diversion Dam Condition Assessment Report concluded that the Diversion Dam structure is in fair to good condition, considering the age and function of the structure. The report prioritized repairs as follows:

1. Scour and undercutting on the downstream face and foundation.
2. Spalls, cracks, voids, and associated leaks on the surface and dam structure interior.
3. Repair and replacement of stop log bays and appurtenances.
4. Repair and "re-seating" of the Fish Ladder.

The Priority 1 designation was assigned to the Scour and Undercutting condition as foundation failure could lead to a catastrophic event. While not anticipated to be catastrophic in nature, failure due to spalls, cracks, and voids could lead to localized failure necessitating emergency repairs. Likewise, failure of the stop log systems would also be localized and would not lead to global failure of the dam structure. The fish ladder detachment does not represent a structural dam failure and is considered optional in terms of repair or replacement.

Given the potential structural solutions for the Diversion Dam structure and the anticipated multi-agency coordination required, we recommend a project approach that includes a Planning and Due Diligence task as a precursor to formal design and permitting activities. This task would focus on the development of conceptual improvements for each of the repair priorities noted above. Using refined exhibits from the Diversion Dam Condition Assessment Report, potential design solutions will be identified for the locations noted during the Condition Assessment.

Concurrent with the development of potential solutions, Cranston will engage the Federal Energy Regulatory Commission (FERC) to establish permitting requirements. In addition to FERC, we anticipate multiple agency review requirements. These entities could include the US Army Corps of Engineers, State Historic Preservation Commission(s), and Federal Emergency Management Agency (FEMA), among others. Stakeholders will include Augusta, Georgia, North Augusta, South Carolina, Columbia County, Georgia, Aiken County, South Carolina, Edgefield County, South Carolina, and Dominion Energy, at a minimum.

As noted in our March 3, 2023 meeting, Cranston recommends contractor engagement very early in the project development process. Given the existing conditions and unique project requirements, an experienced marine contractor would add significant value to the project team. Specific roles and responsibilities during the design phase could include constructability review, staging and sequencing planning, construction budget control, and scheduling. We understand the Construction Manager at-Risk project delivery method is being considered as a means to this end.

The scope of work noted below outlines our proposed scope for the Planning and Due Diligence task.

SCOPE OF WORK:

Cranston proposes to complete Planning and Due Diligence activities associated with the proposed Diversion Dam improvements. We propose to complete the following tasks and provide the outlined deliverables.

- **Task 1.1 – Conceptual Design**

- Cranston will develop concept plans identifying areas proposed for improvement using inspection data, available basemap information, and exhibits from the Diversion Dam Condition Assessment Report.
- Potential design solutions and alternatives will be shown schematically in cross-sections, conceptual details, and plan view notations. Established stationing along the Diversion Dam will be noted for location of conceptual repairs.
- Conceptual improvements will address each priority condition identified in the Report.

- Cranston will evaluate construction phase access options. Planning activities will also consider permanent measures (e.g., easements) to assure accessibility for operation and maintenance use.
- **Task 1.2 – Regulatory Engagement**
 - At the direction of Augusta Utilities Department, Cranston will engage FERC and other agencies to discuss the project intent and potential improvements. Cranston will request direction regarding permitting requirements from each agency.
 - Cranston will identify the required permit processes for each jurisdictional authority and document those as part of the project deliverables.
 - In coordination with Augusta Utilities Department, Cranston will engage project stakeholders such as North Augusta, Edgefield County, etc.
- **Task 1.3 – Project Delivery Coordination**
 - Cranston will assist the Augusta Utilities Department with pre-qualification requirements and Construction Manager selection, as requested.

Deliverables:

Cranston will prepare a comprehensive Concept Report that outlines the design considerations and proposed alternatives for repair of the prioritized areas. Conceptual drawings will be developed that identify areas requiring repair based on our recent Condition Assessment. Conceptual cross-sections, details, and plan view descriptions will be included. Design repair alternatives will be illustrated schematically on the Concept Plans and described in the Concept Report.

The Concept Report will include a Regulatory Permit summary that outlines all known permitting requirements and contact information per agency. Minutes from stakeholder engagement meetings will be included in the Concept Report.

FEE PROPOSAL:

We propose to complete the task-based approach based on the following fee schedule. Items without a definite scope are proposed on a time and material (T&M) basis at our standard hourly rates that are in effect at that time.

Wes Byne, P.E.
March 28, 2023
Page 4 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

<u>Task</u>	<u>Description</u>	<u>Fee</u>
1.1	Concept Design	\$17,500 (Lump Sum)
1.2	Regulatory Engagement	\$7,500 (Time and Mat's-Est.)
1.3	Project Delivery Coordination	\$5,000 (Time and Mat's-Est.)
TOTAL:		\$30,000

We will invoice you monthly for the percentage of each item completed during that month and would expect payment within 15 days following the submittal of our invoice.

TIME OF COMPLETION:

Cranston understands that time is of the essence. We are prepared to begin work at your direction. We anticipate Task 1.1 will require 4-6 weeks to develop and deliver for review and comment. Services associated with Task 1.2 will run concurrently with Task 1.1. Although regulatory based timelines are challenging to quantify, Cranston will document all outreach activities for inclusion in the Concept Report. Similarly, we anticipate support Task 1.3 will be delivered along the same timeline as the over Concept Development services.

We appreciate the opportunity of making this proposal and trust that you find it satisfactory. We stand ready to prepare and forward to you a standard form engineering contract covering this assignment at your request. Should you have any question concerning the scope of the services offered, or the fees, please do not hesitate to give us a call.

Sincerely,

CRANSTON, LLC



Tom Dunaway, P.E., MBA
Senior Project Manager

Wes Byne, P.E.
March 28, 2023
Page 5 of 5

Diversion Dam – Planning & Due Diligence
CEG# 2022-0298

ACCEPTED:

CITY OF AUGUSTA, GEORGIA

BY: W Byne

TITLE: Director

DATE: _____

Office of the Administrator

G E O R G I A

Janice Allen Jackson, Administrator

Suite 910 - Municipal Building
535 Telfair Street - AUGUSTA, GA 30901
(706) 821-2400 - FAX (706) 821-2819

June 19, 2018

Mr. Tom Wiedmeier
Utilities Director
452 Walker Street
Augusta, GA 30901

Dear Tom:

The Augusta, Georgia Commission, at their regular meeting held on Tuesday, June 19, 2018 took action on the following items.

30. RFQ #18-132 Selection of Engineering Firms for the Engineering Consultants Roster. (Approved by Engineering Services Committee June 12, 2018)
31. Approved to approve bid award of RFP #18-300 for the Design and Concept for the Whitewater/Savannah River to McLaughlin Whitewater Design Group. (Approved by Engineering Services Committee June 12, 2018)
40. Deferred to the next Committee Meeting the motion to discuss stormwater fee. (Requested by Commissioner Marion Williams)

If you have any questions, please contact me.

Yours truly,


Janice Allen Jackson
Administrator

06-19-18: #30, #31, #40

cc: Ms. Donna Williams
Ms. Geri Sams



**RFQ #18-132 Engineering Consultant Services
for the Augusta, GA – Utilities Department
RFQ Due: Wednesday, February 28, 2018 @ 11:00 a.m.**

Total Number Specifications Mailed Out: 77
Total Number Specifications Download (Demandstar): 13
Total Electronic Notifications (Demandstar): 335
Total Number Specifications Mailed to Local Vendors: 19
Pre Bid Conference: 29
Total packages submitted: 24
Total Noncompliant: 1

VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendums 1-2	Original	7 Copies
787 Engineering 1450 Greene Street, Suite 80 Augusta, GA 30901	Yes	1270805	Yes	Yes	Yes	Yes
Pond & Company 621 NW Frontage Road, Suite 320 Augusta, GA 30907	Yes	175046	Yes	Yes	Yes	Yes
Jacob Engineering 10 10th Street NW, Suite 1400 Atlanta, GA 30309	Yes	11557	Yes	Yes	Yes	Yes
Goodwyn Mills Cawood 6120 Powers Ferry Rd., NW, Ste 350 Atlanta, GA 30339	Yes	425070	Yes	Yes	Yes	Yes
Hazen and Sawyer 4011 Westcase Blvd Raleigh, NC 27607	Yes	70249	Yes	Yes	Yes	Yes
Woolpert 11301 Carmel Commons Blvd Charlotte, NC 28226	Yes	11815	Yes	Yes	Yes	Yes
AECOM 101 Research Dr Columbia, SC 29203	Yes	411650	Yes	Yes	Yes	Yes
Black & Veatch 11000 Regency Parkway, Suite 410 Cary, NC 27518	Yes	11557	Yes	Yes	Yes	Yes
W & A Engineering 2470 Daniels Bridge Rd., Suite 161 Athens, GA 30606	Yes	228645	Yes	Yes	Yes	Yes
A&S Engineering P.O. Box 243 Evans, GA 30809	Yes	340435	Yes	Yes	Yes	Yes
EMC Engineering Services 10 Chatham Center South Suite 100 Savannah, GA 31405	Yes	324745	Yes	Yes	Yes	Yes
Hussey Gay Bell 329 Commercial Drive Savannah, GA 31406	Yes	398475	Yes	Yes	Yes	Yes
WR Toole Engineers 1005 Broad St., Suite 200 Augusta, GA 30901	Yes	62985	Yes	Yes	Yes	Yes
Constantine Engineering 1988 Lewis Turner Blvd Fort Walton Beach, FL 32547	Yes	104087	Yes	Yes	Yes	Yes
WK Dickson 1450 Greene St., Suite 225 Augusta, GA 30901	Yes	110665	Yes	Yes	Yes	Yes



**RFQ #18-132 Engineering Consultant Services
for the Augusta, GA – Utilities Department
RFQ Due: Wednesday, February 28, 2018 @ 11:00 a.m.**

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VENDORS	Attachment "B"	E-Verify	SAVE Form	Addendums 1-2	Original	7 Copies
Southern Land Surveyors 4571-A Cox Rd Evans, GA 30809	Yes	No / Non-Compliant	Yes	Yes	Yes	Yes
CDM Smith 1715 North West Shore Blvd. Suite 8 Tampa, FL 33607	Yes	32909	Yes	Yes	Yes	Yes
Moreland Altobelli Associates 2450 Commerce Ave Duluth, GA 30096	Yes	53328	Yes	Yes	Yes	Yes
McKim & Creed 9960 W Sam Houston Pkwy S Houston, TX 77099	Yes	68813	Yes	Yes	Yes	Yes
Infrastructure Systems Mgt 1557 Broad St Augusta, GA 30901	Yes	1266225	Yes	Yes	Yes	Yes
JLA 1296 Broad St Augusta, GA 30901	Yes	226309	Yes	Yes	Yes	Yes
Cranston Engineering 452 Ellis St Augusta, GA 30901	Yes	64684	Yes	Yes	Yes	Yes
Zel Engineering 435 TelFair St Augusta, GA 30901	Yes	257101	Yes	Yes	Yes	Yes

RFQ 18-132 Engineering Consultant Services Rosters

Category 1 – Water Distribution System and Wastewater Collection System Analysis and Design, including Pumping Stations:

A & S Engineering, LLC
Constantine Engineering, Inc.
Cranston Engineering Group, P.C.
Goodwyn, Mills and Cawood, Inc.
Infrastructure Systems Management, LLC
Johnson, Laschober & Associates, P.C.
W.K. Dickson & Company, Inc.
W.R. Toole Engineers, Inc.
Zimmerman, Evans & Leopold, Inc.

Category 2 – Water Treatment Plants:

Goodwyn, Mills and Cawood, Inc.
Hazen and Sawyer
Jacobs Engineering Group, Inc.

Category 3 – Wastewater Treatment Plants:

Constantine Engineering, Inc.
Goodwyn, Mills and Cawood, Inc.
Hussey, Gay, Bell & DeYoung, Inc.
Jacobs Engineering Group, Inc.

Category 4 – Wastewater Collection System Modeling:

CDM Smith, Inc.
Constantine Engineering, Inc.
Jacobs Engineering Group, Inc.

Category 5 – Wastewater Collection System Flow Monitoring:

McKim & Creed, Inc.
W.K. Dickson & Company, Inc.
Woolpert, Inc.

Category 6 – Surveying:

Cranston Engineering Group, P.C.
Moreland Altobelli Associates, LLC
Woolpert, Inc.
W.R. Toole Engineers, Inc.



Commission Meeting

May 2, 2023

Augusta Boxing Club

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve a request from the Augusta Boxing Club regarding reimbursement (refunding) of 2022 property taxes. (Approved by Finance Committee April 25, 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

Nancy Morawski

From: Augusta Boxing club <augustaboxingclub@yahoo.com>
Sent: Monday, April 17, 2023 8:06 PM
To: Nancy Morawski
Subject: [EXTERNAL] Agenda Request Form
Attachments: CamScanner 04-17-2023 20.04.pdf

Good Evening

Attached is the document for agenda request.

If more information is needed, please let me know.

Thank you!

Rayonta Whitfield
Director, Augusta Boxing Club
1929 Walton Way
Augusta, GA 30904
Gym phone: 706-550-0382
Cell phone: 706-589-2819
www.augustaboxingclub.com
augustaboxingclub@yahoo.com
"It's better to sweat in the gym than bleed in the streets"

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]



Commission Meeting

May 2, 2023

Emergency purchase of a new aerial truck, repair two fire pumpers, repair one reserve aerial truck purchase light vehicles, and purchase an air truck

Department:	Fire Department
Presenter:	N/A
Caption:	Motion to approve \$2,300,00 of Fire Department Fund Balance for the emergency purchase of a new aerial truck, repair two fire pumpers, repair one reserve aerial truck purchase light vehicles and \$145,000 from Property Sales for the purchase of an air truck. (Approved by Public Safety Committee April 25, 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



ITEM COVERSHEET

Public Safety Committee

Meeting Date: April 25, 2023

Department:	Fire														
Presenter:	Antonio Burden, Fire Chief/EMA Director														
Caption:	Apparatus Emergency Purchase and Repairs from Fund Balance and Sale of Property														
Background:	Motion to approve \$2,300,000 of Fire Department Fund Balance for the emergency purchase of a new aerial truck, repair two fire pumpers, repair one reserve aerial truck, purchase light vehicles and \$145,000 from Property Sales for the purchase of an air truck.														
Analysis:	<p>The current Fire Department fund balance total is \$8,248,144. Once auditing is completed, an additional \$2,300,000 is estimated to be rolled into the Fire Department Fund Balance from 2022. In addition, we received \$145,000 for sale of property. We would like to use these funds for the following:</p> <table> <tr> <td>Emergency Purchase Aerial Truck and associated equipment - To replace AT-1 that was damaged due to engine fire.</td><td>\$2,000,000</td></tr> <tr> <td>Engine 12 Repair</td><td>\$31,000</td></tr> <tr> <td>Reserve Aerial Truck 502 Repair</td><td>\$18,100</td></tr> <tr> <td>Light Vehicles</td><td>\$250,900</td></tr> <tr> <td>Total Request from Fund Balance</td><td>\$2,300,000</td></tr> <tr> <td>Additional Funding for Air Truck -\$475,000 Estimated Current Price/\$330,000 in 2023 Budget</td><td>\$145,000</td></tr> <tr> <td>Total Request from Sale of Property</td><td>\$145,000</td></tr> </table>	Emergency Purchase Aerial Truck and associated equipment - To replace AT-1 that was damaged due to engine fire.	\$2,000,000	Engine 12 Repair	\$31,000	Reserve Aerial Truck 502 Repair	\$18,100	Light Vehicles	\$250,900	Total Request from Fund Balance	\$2,300,000	Additional Funding for Air Truck -\$475,000 Estimated Current Price/\$330,000 in 2023 Budget	\$145,000	Total Request from Sale of Property	\$145,000
Emergency Purchase Aerial Truck and associated equipment - To replace AT-1 that was damaged due to engine fire.	\$2,000,000														
Engine 12 Repair	\$31,000														
Reserve Aerial Truck 502 Repair	\$18,100														
Light Vehicles	\$250,900														
Total Request from Fund Balance	\$2,300,000														
Additional Funding for Air Truck -\$475,000 Estimated Current Price/\$330,000 in 2023 Budget	\$145,000														
Total Request from Sale of Property	\$145,000														
Financial Impact:	\$2,445,000														
Alternatives:	None														
Recommendation:	Motion to approve \$2,300,000 of Fire Department Fund Balance for the Emergency Purchases of a new aerial truck, repair two fire pumpers, repair one reserve aerial truck, purchase light vehicles and \$145,000 from Property Sales for the purchase of an air truck.														
Funds are available in the following accounts:	Funds are available in the Fire Department Fund Balance account numbers 274000000-1341920, 274000000-1342210, and 274000000-3923110														

REVIEWED AND
APPROVED BY:

Antonio Burden

Item 14.



Commission Meeting

May 2, 2023

Augusta Legislative Delegation's appointments and reappointments

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the Augusta Legislative Delegation's appointments and reappointment as attached to various ARC authorities, boards and commissions.
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

ARC Legislative Appointments 23-25

Item 15.

NAME	BOARD	PHONE	EMAIL
Williams, Markeith	Animal Control	410-852-1300	markeith.williams.100@gmail.com
Ed Enoch	Animal Control	706-738-4141	jencoh@enochlaw.com
McCaster, Javen Sr.	ARC Personnell	706-9936265	javen_mccaser@yahoo.com
Moorman, Marsha	ARC Personnel	706-589-4952	6moormans@comcast.net
Cooks, Robert	ARC Planning Commission	706-533-1352	
Spencer, Debra	ARC Planning Commission	706-394-8581	debraspencer@att.net
Heffener, Gary	ARC Transit Board	706-414-5265	gheffener2@comcast.et
Traina, Denice	ARC Transit Board	706-951-2413	denicetraina@gmail.com
Morton, Brenda	ARC Zoning Appeals Board	706-825-0763	brendam@comcast.net
Rowe, Ethoin	ARC Zoning Appeals Board	706-364-6401 hm	reverowe@yahoo.com
Harris, Larry J.	Aviation Commission	706-592-6393	lharrisrealestate@comcast.net
Troutman, Dan	Aviation/Commission (Chair)	706-373-2238	dant@aces-usa.com
McFalls, Timothy SR	Board of Elections (Chair)	706-833-0624	tmcfalls@augustaeda.org
Allen, Jeanie	Canal Authority	706-733-0602 70	jeanieallen1962@gmail.com
Eskola, Crystal	Canal Authority	706-399-0146	gceskola@netscape.com
McGee, James	Citizens Small Business Advisory	478-951-7437	jmcgee11@hotmail.com
Walker, Dayton	Citizens Small Business Advisory	404-840-0526	wbrotherscompanyllc@gmail.com
Johnson, Cedric	Coliseum Authority (Chairperson)	706-733-2345	bankercj5@aol.com
Lamback, Dr. Charles	General Aviation/Daniel Field	706-860-0379 hm	lambruben@aol.com
Wells, Jeffrey	General Aviation/Daniel Field	706-564-7669 cel	wellsgf@msn.com
Maben, Leon	Historic Preservation Commission	404-488-3207	leonmaben@aol.com
Vick, Nathan	Historic Preservation Commission	706-399-8759	nathan@cbarchitectspc.com
Best, Cher	Library Board	706-831-1691	cherbest@iheartmedia.com
Rookard, Anita	Library Board	706.604.0674	
Leverett, Aishia	Port Authority	706-231-6261 me	aishial@hotmail.com
McIntyre, Marlow	Port Authority	706-564-9308	marlowmac@hotmail.com
Terry, Kimberly	Riverfront	706-306-2027	
Atkins, Miriam	Riverfront	706-414-9968	
Adams, Eric	Sheriff Merit System (Chair)	706-793-2709 hm	pastor2030@outlook.com
Byrd, Charlie	Sheriff Merit System Board	706-592-0155	
Harris, Lidia	Sheriff Merit System Board	706-550-0555	lharrisrealestate@comcast.net
Simpkins, Brian	Tax Assessor	706-833-3100	
O'Neal, Robert	Tax Assessor (Vice Chair)	706-799-7305	robertoneal@allstate.com
Jefferson, Victor	Tree Commission	706-495-8528	victorj0921@comcast.net
Jackson, Megan	Tree Commission	706-951-5960	mjackson@comcast.net

ARC Legislative Appointments 23-25

Item 15.

ADDRESS
2000 Nasua Dr
231 Lake Forest Dr
2499 Galahad Way
3605 Nasua Dr

1335 Waters Edge Dr
631 Bohler Ave
3625 Bermuda Ave
3003 StoryMill Cir
1339 Wingfield St Augusta, GA 30904
1111 Milledge Rd. Augusta, GA 30904
3042 Pine Needle Rd. Augusta, GA 30909
2350 Kings Way, Augusta
3505 Crawfordville Dr, Augusta 30909
3387 Tanglewood Dr. Augusta, GA 30909
1518 Avalon Ave Augusta, GA 30909
1306 11th St Augusta, GA 30901
3066 Dennis Rd Augusta, GA 30907
3026 Brockham Ct Augusta, GA 30909
3112 Quartz Way
2321 Grape Dr
1619 Huntington Dr. Augusta, GA 30909
4050 Madison Ln Augusta, GA 30909
5170 Henderson Rd. Augusta, GA 30815
1404 Isaac Way Hephzibah, GA 30815
2959 Foxhall Cir Augusta, GA 30909
2402 Bellemeade ct
2121 Lake Forest Ct



Commission Meeting

May 2, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the reappointment of Mr. James Anderson to the Historic Preservation Commission representing District 10. (Requested by Commissioner Wayne Guilfoyle)
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

TALENT BANK INFORMATION QUESTIONNAIRE

To be completed by persons desiring to volunteer their services on

the HISTORIC PRESERVATION Authority, Board or Commission
for Augusta-Richmond County.

NOTE: Any information entered on this questionnaire would become public information upon
your appointment.

Date 9/24/2008

1. Name JAMES T. ANDERSON (Summary)
Home Phone 706 737-9211 Bus Phone 706 667-8227
2. Address 949 John's Rd Richmond GA 30504
Street County State Zip
3. Date of Birth 3/20/49 Sex: Male ☒ Female ☐
4. Registered Voter: Yes ☒ No ☐
5. Voting District DISTRICT 10
6. Marital Status: Single ☐ Married ☒ Separated ☐
Engaged ☐ Divorced ☐
7. Education: High School RICHMOND ACADEMY
College _____
8. Relatives working for the City or County: NONE
9. Occupation: OWNER OF HEALTH INS AGENCY
10. Race: White ☒ African-American ☐ Asian American ☐
Spanish Surnamed ☐ American Indian ☐ Other ☐
11. List Boards you presently serve on:
1. BOY SCOUTS EXECUTIVE BOARD

2 _____

3 _____

12. List any area in which you have a particular interest or expertise.

LIVING AND INVESTING IN RESOURCES,
IN THE HISTORICAL SECTION OF AUGUSTA



Commission Meeting

May 2, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Ms. Tonia Gibbons to the Augusta-Richmond County Library Board of Trustees representing District 9. (Requested by Commissioner Francine Scott)
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Ms.

First Name * Tonia

Middle Name * Celeste

Last Name * Gibbons

Suffix

Date Of Birth * 10/29/1970

Address *

Street Address
2588 Muscadine Dr
Address Line 2

City Augusta State / Province / Region Georgia

Postal / Zip Code 30909 Country United States

Home Phone * 7066647710

Work Phone

Registered Voter *

☐ District 1
 ☒ District 2
 ☐ District 3
 ☐ District 4
 ☐ District 5
 ☐ District 6
 ☐ District 7
 ☐ District 8
 ☐ None

Marital Status * Divorced

Education * Some College

Race * Black

Gender * Female

Occupation * Entrepreneur

Interests Housing, Community, Travel, Entertainment

Commissions, Authorities, & Boards

Volunteer For * Augusta Housing Authority

Click add below to apply for more than one board.

Volunteer For*

Augusta-Richmond County Coliseum
Authority

Click add below to apply for more than one board.

Volunteer For*

Citizen Engagement Focus Group

Click add below to apply for more than one board.

Volunteer For*

Citizens Small Business Advisory Board

Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

toniagibbons@outlok.com



Commission Meeting

May 2, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the reappointment of Davis Beman to the Augusta Aviation Commission representing District 10. (Requested by Commissioner Wayne Guilfoyle)
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

TALENT BANK INFORMATION QUESTIONNAIRE

To be completed by persons desiring to volunteer their services on the _____
Augusta Aviation Authority, Board or
Commission for Augusta-Richmond County.

NOTE: Any information entered on this questionnaire would become public information upon your appointment.

Date 4/23/14

1. Name: Davis H. Beman
2. Home Phone: 706.833.0759 Business Phone: 706.823.6740
3. Email: dbeman@blanchardandcalhoun.com
4. Address: 3002 Vassar Dr Richmond GA 30909
 Street County State Zip
5. Date of Birth: 7/6/1980 Sex: Male ☒ Female ☐
6. Registered Voter: Yes ☒ No ☐
7. Voting District: 10 Super District, 3 - Commission District
8. Marital Status: Single ☐ Married ☒ Separated ☐
 Engaged ☐ Divorced ☐
9. Education: High School Academy of Richmond County
 College Georgia Institute of Technology
10. Relatives working for the City/County: None
11. Occupation: Commercial Real Estate
12. Race: White ☒ African American ☐ Asian American ☐
 Spanish Surnamed ☐ American Indian ☐ Other ☐
13. List Boards you presently serve on: Exchange Club of Richmond Co - President
Long Range Planning - First Baptist Church
14. List any area in which you have a particular interest or expertise:
Augusta Aviation Commission
Director of Commercial Real Estate Office
Commercial Real Estate Property Management/Leasing/Sales



Commission Meeting

May 2, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Elmyra Chivers to the Board of Zoning and Appeals representing Commission District 4. (Requested by Commissioner Alvin Mason)
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 Alvin D. Mason
Sent: Wednesday, April 26, 2023 1:37 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Approval Request

Good afternoon Mrs Bonner,
Please place on the May 2nd commission meeting the following items:

1. approve the renaming of Sammie Sias Way to Jamestown Lane effective immediately.
2. Approve the appointment of Elmyra Chivers to the Board of Zoning and Appeals representing Commission District 4.

Than you in advance.

V/r

Commissioner Alvin Mason

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AED:104.1



Commission Meeting

May 2, 2023

Appointment

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the appointment of Ms. Christine B. Rhodes to the Augusta Richmond County Library Board of Trustees representing District 10. (Requested by Commissioner Wayne Guilfoyle)
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



Clerk of Commission

Commission, Authorities, & Boards Talent Bank Application

Title Ms.
First Name * Christine
Middle Name * Baxter
Last Name * Rhodes
Suffix
Date Of Birth * 3/22/1991
Address * Street Address
 3103 Natalie Cir.
 Address Line 2
 City State / Province / Region
 Augusta GA
 Postal / Zip Code Country
 30909 USA
Home Phone * (706) 294-1268
Work Phone
Registered Voter * District 1 District 2
☐ District 3 District 4
 District 5 District 6
 District 7 District 8
 None
Marital Status * Single
Education * College Degree
Race * White
Gender * Female
Occupation * Congressional Aide
Interests

Commissions, Authorities, & Boards

Volunteer For * Augusta Richmond County Library Board
 Click add below to apply for more than one board.

*

I currently have relatives working for the City of Augusta

☐ Yes

☒ No

*

I currently serve on an Augusta Board, Commission, or Authority

☐ Yes

☒ No

I would like to receive an email confirmation of my submission.

☒ Yes

☐ No

Email

christinerhodes22@gmail.com



Commission Meeting

May 2, 2023

Minutes

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Motion to approve the minutes of the Augusta Commission held April 18, 2023 and Special Called Meeting held April 25, 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

**COMMISSION MEETING MINUTES**

Commission Chamber
Tuesday, April 18, 2023
2:00 PM

PRESENT

Mayor Garnett Johnson
Commissioner Brandon Garrett
Commissioner Jordan Johnson
Commissioner Bobby Williams
Commissioner Sean Frantom
Commissioner Francine Scott
Commissioner Catherine Smith-McKnight
Commissioner Stacy Pulliam
Commissioner Tony Lewis
Commissioner Wayne Guilfoyle

ABSENT

Commissioner Alvin Mason

INVOCATION

Lead Pastor Wesley Weatherford, Oasis Church at Hephzibah

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA**RECOGNITION(S)**

- A. Congratulations!!! 2023 March Years of Service (YOS) 25-50 year recipients.
Presentations were made to the March 2023 Years of Service Recipients.

DELEGATION(S)

- B. **Mr. Kevin Delaigle** in support of a forensic audit of Augusta-Richmond County Departments.
Presentation was made by Mr. Delaigle.
- C. **Ms. Patricia Geter** requesting a community center within walking distance of the Elderberry Subdivision.
Presentation was made by Ms. Geter.
- D. **Mr. Chris Vega** requesting funding for a "For Profit Miniature Golf Course".
Presentation was made by Mr. Chris Vega.

- E. **Ms. Leila Mitchell** regarding unsafe conditions on Teakwood Court in Farrington Subdivi
Presentation was made by Ms. Mitchell.
- F. **Ms. Josephine Clanton** requesting fencing around the outskirts of the new school construction on Luke Road.
Presentation was made by Ms. Clanton.
- G. Presentation from the **American Heart Association** for leadership support for a city health plan.
Presentation was made by Ms. Jennifer Toole.

CONSENT AGENDA

(Items 1-28)

PLANNING

- 8. FINAL PLAT – BROOKSTONE NORTH PHASE II - S-972** – A request for concurrence with the Augusta Georgia Planning Commission to **APPROVE** a petition by Echols Surveying and Construction Services, on behalf of Terranova Group, requesting final plat approval for Brookstone North Ph. II located at 701 Rill Drive and containing 20 lots. **DISTRICT 3**
Motion to approve.
Motion made by Frantom, Seconded by Garrett.
Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
Motion carries 9-0.
- 9. Z-23-11** – A request for concurrence with the Augusta Georgia Planning Commission to **DENY** a petition by Hull Barnett, PC on behalf of Highway 56 Investors LLC., – requesting a rezoning from **zone A (Agriculture) and R-1C (One-family Residential) to zone LI (Light Industrial)** affecting property containing approximately 7.11-acres located at **2522 Mike Padgett Highway**. Tax Map #099-1-145-00-0. **DISTRICT 2**
Motion to delete this item at the request of the petitioner.
Motion made by Frantom, Seconded by Garrett.
Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
Motion carries 9-0.
- 10. Z-23-13** – A request for concurrence with the Augusta Georgia Planning Commission to **APPROVE** a petition by Ahmed Sultan on behalf of SRE LLC – requesting a rezoning from **zone B1 (Neighborhood Business) to zone B2 (General Business)** affecting property containing approximately 0.26-acres located at **3225 Wrightsboro Road**. Tax Map #042-1-029-00-0. **DISTRICT 3**
Motion to approve.
Motion made by Frantom, Seconded by Garrett.
Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 11. Z-23-15** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Jason Jones on behalf of Wellington Park, LLC – requesting a **rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business)** affecting property containing approximately 0.23-acres located at **1918 Central Avenue**. Tax Map #045-3-090-00-0.

DISTRICT 1

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

- 12. Z-23-16** – A request for concurrence with the Augusta Georgia Planning Commission to **approve** a petition by Charles Dunstan on 3206 Wheeler Road, LLC – requesting a **rezoning from zone B1 (Neighborhood Business) to zone B2 (General Business)** affecting property containing approximately 0.69-acres located at **3632 Wheeler Road**. Tax Map #030-0-086-01-0.013-00-0.

DISTRICT 3

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PUBLIC SERVICES

1. Motion to **approve** tasking the Administrator to work with the department directors to develop and implement new processes to streamline the **(plan reviewers)** permit process for contractors and developers and to utilize a survey to receive suggestions for improving the process.

(Approved by Public Services Committee April 11, 2023)

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

2. Motion to **approve** tasking the Administrator to work with the department directors to develop and implement new processes to streamline the permit process for contractors and developers and to utilize a survey to receive suggestions for improving the process. **(Approved by Public Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

3. Motion to **approve** award of airfield electrical upgrade at Daniel Field Airport (Bid Item # 150) to TCA Electrical Contractors, Inc. of Tifton, Georgia in the amount of \$1,004,490.00. **(Approved by Public Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

4. Motion to **approve** the Airline Operating Agreement and Terminal Building Lease with American Airlines. Approved by the Augusta Aviation Commission on March 30, 2023. **(Approved by Public Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

5. Motion to **approve** a vendor for RFP 22-296 - Parks & Recreation Strategic Plan. **(Approved by Public Services Committee April 11, 2023)**

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

6. Motion to **approve** the Airline Operating Agreement and Terminal Building Lease with Delta Airlines. Approved by the Augusta Aviation Commission on March 30, 2023. **(Approved by Public Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ADMINISTRATIVE SERVICES

7. Motion to **approve** submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

8. Motion to **approve** HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

9. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for a low to moderate income homebuyer. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

10. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc. to develop a single family unit for a low to moderate income homebuyer. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

11. Motion to **approve** quantity (1) Lead Hazard Reduction Projects. RFQ 22-188. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

12. Motion to **approve** a change order of purchase order (440254) for the additional coating of shower door frames at Charles B. Webster Detention Center - A, B, C and E Pods in the amount of **\$21,600.00** to Tri Solutions, Inc. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

13. Motion to **approve** the motion for Augusta, Georgia to accept property as recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way to become a public road to be maintained by Augusta, Georgia. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

14. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

15. Motion to **approve** HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

16. Motion to **approve** a change order of purchase order (23CSA032) for the change in scope of bollards height and duplex GFI receptacle in the amount of **\$17,500.00** to JHC Corporation. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

17. Motion to **approve** a change order of purchase order (440253) for monetary deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center

in the amount of **(\$35,995.00)** by Willo Products Company, Inc. **(Approved by Administrative Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

ENGINEERING SERVICES

18. Motion to **approve** Award of Bid #23-137 for the parts for the Highland Ave. Water Treatment Plant Filter Modifications Phase 2 to Southern Valve & Metals, LLC. **(Approved by Engineering Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

19. Motion to **approve** Award of "Vacant Lots Cleaning and Cutting Services" Contract to Pond Maintenance of Augusta, subject to receipt of signed contract and proper insurance documents. The Contract is effective 1/1/2023 for three years with an option to renew for two additional one-year terms. Also, approve not to exceed **\$350,000/year** to fund these contracted services. Requested by Engineering. RFP 23-113. **(Approved by Engineering Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

20. Motion to **approve** Purchase Order For AUD For MasterMeter Meter Registers From Consolidated Pipe & Supply. **(Approved by Engineering Services Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PUBLIC SAFETY

21. Motion to **approve** the Mutual Aid Agreement between Augusta, Georgia and USAG Fort Gordon, GA and to authorize the Mayor to execute the appropriate documents. **(Approved by Public Safety Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

APPOINTMENTS

22. Motion to appoint Ms. Porsha Beasley to the ARC Transit Citizens Advisory Board representing District 2. **(Requested by Commissioner Stacy Pulliam)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

PETITIONS AND COMMUNICATIONS

23. Motion to **approve** the minutes of the regular meeting of the Commission held March 29 and Special Called Meeting held April 11, 2023.

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

******END CONSENT AGENDA******
AUGUSTA COMMISSION

AUGUSTA COMMISSION REGULAR AGENDA

(Items 29-35)

ADMINISTRATIVE SERVICES

24. Motion to **approve** the Contract for 9-1-1 Ambulance Response and Emergency Medical Services with Central EMS.

Motion to approve the contract as presented.

Motion made by Garrett, Seconded by Scott.

Substitute motion to reduce the contract subsidy by \$300,000 with no escalating increase in the contract, reduce the contract from five to three years, and if the contract is terminated, that Central will relinquish the zone.

Motion made by Guilfoyle, motion dies for lack of a second.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Voting Nay: Guilfoyle

Motion carries 8-1.

25. Motion to **approve** emergency funding for the replacement of several items at Charles B. Webster Detention Center in the amount of **\$1,405,895.14**. A fifteen (15%) contingency of **\$210,884.27** was included. The final amount with contingency is **\$1,616,779.41**.

Motion to approve with funding of \$1 million dollars from ARP funds and \$616,779.41 from SPLOST IV funds.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

FINANCE

26. Discuss conducting a forensic audit within our local government departments. **(Requested by Commissioner Catherine McKnight- no recommendation from Finance Committee April 11, 2023)**

Motion to hire a 3rd party accounting firm, separate and independent from the external auditors who perform financial statements audits on an annual basis, to perform regularly scheduled internal financial and operational audits on all city departments ensuring every department is audited at a minimum of once every 4 years. Said firm will present findings quarterly to the full commission.

Motion made by Smith-McKnight, Seconded by Frantom.

No action is taken on this motion due to the passage of the substitute motion.

Substitute motion to refer this item back to the Finance Committee.

Motion made by Smith-McKnight, Seconded by Scott.

Voting Yea: Garrett, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis

Voting Nay: Johnson

Motion carries 8-1.

PUBLIC SAFETY

27. Consider presentation from **Best Friends Animal Society** regarding an introduction of a new way to manage outdoor cats that is more effective and fiscally responsible than the current method. **(No recommendation from Public Safety Committee April 11, 2023)**

Motion to approve.

Motion made by Frantom, Seconded by Garrett.

Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle

Motion carries 9-0.

APPOINTMENT(S)

28. Motion to **approve** the reappointment of **Mr. William Mills** to the Augusta-Richmond County Board of Tax Assessors representing Super District 9. **(Requested by Commissioner Bobby Williams)**
- Motion to approve.
- Motion made by Frantom, Seconded by Garrett.
- Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
- Motion carries 9-0.
29. Motion to **consider** the appointment of Dr. Onnie Poe to the Department of Behavioral Health and Developmental Disabilities Council (DBHDD). **(Requested by Commissioner Jordan Johnson)**
- Motion to approve.
- Motion made by Frantom, Seconded by Garrett.
- Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle
- Motion carries 9-0.

LEGAL MEETING

- A. Pending and Potential Litigation
- B. Real Estate
- C. Personnel

30. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

ADDENDUM ITEM

1. Motion to approve the appointment of Ms. Saundra Kelly to the Augusta Richmond County Library Board representing District 2. (Requested by Commissioner Stacy Pulliam)
- Unanimous consent is given by the Commission to add this item to the agenda.
- Motion to approve.
- Motion made by Frantom, Seconded by Garrett.
- Voting Yea: Garrett, Johnson, Williams, Frantom, Scott, Smith-McKnight, Pulliam, Lewis, Guilfoyle.
- Motion carries 9-0.

CALLED MEETING

COMMISSION CHAMBER
April 25, 2023

Augusta Richmond County Commission convened at 11:00 a.m., Tuesday, April 25, 2023, the Honorable Garnett Johnson, Mayor, presiding.

PRESENT: Hons. Johnson, Williams, Mason, Frantom, Garrett, Scott, McKnight, Pulliam, and Lewis, members of Augusta Richmond County Commission.

ABSENT: Hon. Guilfoyle, member of Augusta Richmond County Commission.

Mr. Mayor: Good morning, everybody. Ms. Bonner, I hereby call this meeting to order.

1. LEGAL MEETING

- A. Pending and potential litigation**
- B. Real estate**
- C. Personnel**

Mr. Brown: Good morning, Mayor Johnson, Commissioners. We request a motion to go into executive session for the discussion of pending or potential litigation, personnel and real estate.

Mr. Frantom: So moved.

Mr. Garrett: Second.

Mr. Mayor: There's a motion and a second. Voting.

Mr. Johnson and Mr. Williams out.
Motion carries 7-0.

Mr. Mayor: Thank you, Clerk Bonner. We're now headed to executive session.

[EXECUTIVE SESSION]

Mr. Mayor: I now call this meeting back to order. Attorney Brown.

2. Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.

Mr. Brown: Yes, sir, thank you, Mayor Johnson, Commissioners. We request a motion to execute the closed meeting affidavit.

Mr. Frantom: So moved.

Mr. Mason: Second.

Mr. Mayor: We have a motion and a second. Madam Clerk, voting.

Motion carries 9-0.

Mr. Mayor: Thank you, Madam Clerk. Attorney Brown.

Mr. Brown: Yes, Mayor Johnson, there are two motions which were requested by the Administrator.

Ms. Douse: Mayor Johnson and Augusta Commissioners, I would like to request a motion to approve an annual compensation increase of \$25,000 to be effective at the beginning of the next pay period for Coroner Mark Bowen.

Mr. Frantom: So moved.

Ms. McKnight: Second.

Mr. Mayor: All right, there's a motion and there's a second. Madam Clerk, voting.

Motion carries 9-0.

Mr. Mayor: Thank you. Administrator Douse.

Ms. Douse: I would like to request a motion to approve an annual compensation increase of \$25,000 to be effective at the next pay period at the beginning of the next pay period for Marshal Ramone Lamkin.

Mr. Mason: So move.

Ms. McKnight: Second.

Mr. Mayor: There's a motion and there's a second. Madam Clerk, voting.

Motion carries 9-0.

Mr. Mayor: Thank you so much, Madam Clerk. Attorney Brown, are there any other motions?

Mr. Brown: No, sir.

Mr. Mayor: All right. Before we commence with our committee meeting, I just want to take a few words of privilege to all of the employees of Augusta Richmond County. It's Employee Week. Thank you, guys, for all that you do. We really appreciate you. We've been celebrating all week with breakfast and a lot of festivities so thank you for the hard work that you put in for Augusta Richmond County and just know that it's greatly appreciated. On a second note and it was brought to my attention by Director Hameed Malik we had a group that went down to

Magnolia Cemetery this past weekend. As you know one of my big initiatives is cleaning the City up so as an effort led by Ms. Janelle Lund along with Just Serve, they went down and did a great job this weekend and cleaning up and I applaud their effort and thank you so much. With that being said, I close out this meeting and turn it over the committees.

Mr. Mason: Can I get a point of privilege, Mr. Mayor?

Mr. Mayor: Yes, sir.

Mr. Mason: Thank you. I also want to recognize that yesterday we had the opportunity to host the governor of the state of Georgia here for some bill signing and I just want to recognize those who had any dealings with coordinating that effort and also of course the Clerk's Office and others who put things together in the Linda Beazley Room. It was a class operation and we're very grateful to have the ear of the governor here in Augusta Richmond County and see the importance of what's going on here in Richmond County so, Mr. Mayor, I don't know all who was involved but whoever was involved, I just want to give you a thank you for the work that you did in insuring that the hosting of our governor was done in a class fashion. Thank you.

Mr. Mayor: Thank you, Commissioner, it was a concerted effort from Central Services, Director Lamkin, as well as the Marshal's Department, of course Clerk Lena Bonner who provided all of the delicious food and made sure that the room was prepared but it was a concerted effort for everybody, and it was a great day so thank all that were involved, and it is greatly appreciated. All right, Madam Clerk, committee time.

[MEETING ADJOURNED]

Lena J. Bonner
Clerk of Commission

CERTIFICATION:

I, Lena J. Bonner, Clerk of Commission, hereby certify that the above is a true and correct copy of the minutes of the Called Meeting of the Augusta Richmond County Commission held on April 25, 2023.

Clerk of Commission



Commission Meeting

May 2, 2023

Renaming of Sammie Sias Way to Jamestown Lane

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the renaming of Sammie Sias Way to Jamestown Lane effective immediately. (Requested by Commissioner Alvin Mason)
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 Alvin D. Mason
Sent: Wednesday, April 26, 2023 1:37 PM
To: Lena Bonner
Cc: Natasha L. McFarley
Subject: Approval Request

Good afternoon Mrs Bonner,
Please place on the May 2nd commission meeting the following items:

1. approve the renaming of Sammie Sias Way to Jamestown Lane effective immediately.
2. Approve the appointment of Elmyra Chivers to the Board of Zoning and Appeals representing Commission District 4.

Than you in advance.

V/r

Commissioner Alvin Mason

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AED:104.1



Commission Meeting

May 2, 2023

Motion to hire a local third party accounting firm

Department:	N/A
Presenter:	N/A
Caption:	Motion to hire a local third party accounting firm separate and independent from the external auditors who perform financial statements audits on an annual basis to perform regularly scheduled internal financial and operational audits on all City departments ensuring every department is audited at a minimum of once every four years. Said firm will present findings quarterly to the full Commission. (Requested by Commissioner Catherine McKnight)
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



Commission Meeting

May 2, 2023

GMA District 7 Officers 2023-2024

Department:	Clerk of Commission
Presenter:	N/A
Caption:	Consider/approve the nominated slate of Georgia Municipal Association's District 7 Officers for 2023-2024.
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: Larry Hanson <sbailey@gacities.com>
Sent: Wednesday, April 26, 2023 11:50 AM
To: Lena Bonner
Subject: [EXTERNAL] Election of District 7 Officers for 2023-2024
Attachments: 5.a 2023 District 7 Ballot.pdf

Dear Lena,

Attached is your city's official ballot for the election of GMA's District 7 Officers for the 2023-2024 year.

Listed on the ballot are the names of the city officials who have been nominated by the current district officers. (The current officers are charged with serving as a district nominating committee.)

The ballot should be returned to the attention of Sherri Bailey by Friday, June 2. **Please note that only one ballot may be submitted per city.** The ballot shall be submitted by an official who affirms in writing on the ballot that they are authorized to vote on behalf of the city.

We will notify you of the results shortly after June 9. Final approval of GMA district officers, as well as the Association's officers and Board of Directors, will occur at the business meeting to be held at the annual business meeting on June 25.

If you have any questions, please get in touch with Sherri at (470) 755-1357 or sbailey@gacities.com.

[**NOTICE:** This message originated outside of the City of Augusta's mail system -- **DO NOT CLICK** on links, open **attachments** or respond to **requests for information** unless you are sure the content is safe.]

ELECTION OF GMA'S DISTRICT 7 OFFICERS FOR 2023-2024

BALLOT

The nominating committee comprised of current District 7 officers nominated the following city officials as GMA's District 7 Officers for 2023-2024:

President	Jordan Johnson, Commissioner, Augusta
First Vice President	Danny Brown, Councilmember, Sandersville
Second Vice President	Ceretta Smith, Councilmember, Grovetown
Third Vice President	Catherine McKnight, Commissioner, Augusta

In addition, one other nomination for Third Vice President was received:

Nathanial Cullars, Sr., Councilmember, Washington

Is your city in favor of the nominees for positions of President, First Vice President, and Second Vice President?

Yes ____ No ____

Please vote for one of the following persons for the Third Vice President:

_____ Catherine McKnight, Commissioner, Augusta

_____ Nathanial Cullars, Sr., Councilmember, Washington

Please provide the following information:

City: _____

Name of person submitting ballot: _____

I affirm that I am authorized to vote on behalf of the city:

Signature: _____

Please mail or email the ballot by June 1 to:

Sherri Bailey, Georgia Municipal Association, P.O. Box 105377, Atlanta, GA 30348; email sbailey@gacities.com.



Commission Meeting

May 2, 2023

Resolution

Department:	N/A
Presenter:	N/A
Caption:	Motion to approved Georgia Department of Revenue Resolution of appointment for James Scott and William Mills to Augusta-Richmond County Board of Assessors.
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: Neita Coleman
Sent: Friday, April 21, 2023 3:55 PM
To: Lena Bonner
Cc: Natasha L. McFarley; Nancy Morawski; Scott Rountree
Subject: Georgia Dept. of Revenue Resolution for Board of Assessors - Scott, Mills
Attachments: RESOLUTION FOR THE APPOINTMENT TO THE BOA_BOC appointees 2023.04.21.docx

Good Afternoon Ms. Bonner,

Attached is the resolution for newly-reappointed Board of Assessors members Mr. James Scott and Mr. William Mills. The document is required for each appointee by Georgia Department of Revenue for their assessor certification, as per O.C.G.A. 48-5. Please certify the resolution with the Mayor's Office at your earliest convenience. The documents will be remitted to the attention of Ms. Laturah Blocker at DOR at laturah.blocker@dor.ga.gov.

Best Regards,

Neita Coleman
Executive Assistant to the Chief Appraiser
Board of Assessors Secretary
Richmond County Assessors Office
535 Telfair Street, Suite 120
Augusta, GA 30901
Phone: (706) 821-1765
Fax: (706) 821-2569
www.augustarichmondtaxassessor.com

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AED:104.1

UPDATED 04/24/23

<u>NAME OF BOARD</u> Augusta-Richmond Board of Tax Assessors					
<u>Members</u>	<u>Term</u>	<u>Appointed</u>	<u>Effective</u>	<u>Expires</u>	<u>Dist.</u>
Renee D'Antignac	4-yr	05/19/20	Immediately	4/24/24	9 (22)
James W. Scott	4-yr	03/07/23R	04/25/23	4/24/27	10 (23)
Juanita L. Burney	4-yr	01/21/20	04/25/20	4/24/24	10(23)
William Mills	4-yr	04/18/23	04/25/23	4/24/27	9(22)
*Lekendrea N. Frazier	4-yr	5/03/22	05/03/22	4/24/25	10(23)
Frank Middleton	4-yr	4/25/21	04/25/21	4/24/25	9(22)

EX-OFFICIO:
Commissioner Wayne Guilfoyle

LEGISLATIVE APPOINTMENTS:

Bryan Simpkins	04/24/23
Bob O'Neal	04/24/23

MEETING DATE: Second Monday of each month 4:00 P.M.

WHERE: Tax Assessor's Office

FUNCTION: Assess all real estate and personal property.

CREATED: 1973 Ga. L. p. 2813; 1974 Ga. L., p.3069;
1993 Ga. L. p. 4482

CONTACT: Renee D'Antignac at 706-821-1765

COMPENSATION: Chairman \$875, members \$625.00 per month

***Mura Dial- resigned effective May 1, 2022 and Lekendrea N. Frazier appointed to the unexpired term**

**RESOLUTION FOR THE APPOINTMENT TO THE
RICHMOND COUNTY BOARD OF TAX ASSESSORS**

WHEREAS, there is a vacancy on the Board of Assessors; and

WHEREAS, the law requires the County Commission must appoint a successor when a vacancy occurs; and

WHEREAS, the person appointed will serve a term of 4 years;

NOW THEREFORE BE IT RESOLVED, the RICHMOND County Board of Commissioners appoints _____ to the RICHMOND County Board of *Tax* Assessors with this term of office to begin on APRIL 25, 2023 and expire on APRIL 24, 2027.

ADOPTED this _____ day of _____, 2023.

RICHMOND COUNTY BOARD OF COMMISSIONERS

Chairman

ATTEST:

County Clerk



Commission Meeting

May 2, 2023

Affidavit

Department:	N/A
Presenter:	N/A
Caption:	Motion to authorize execution by the Mayor of the affidavit of compliance with Georgia's Open Meeting Act.
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