



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, July 14, 2026

1:05 PM

ADMINISTRATIVE SERVICES

1. Motion to **approve** Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.
2. Motion to **approve** Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.
3. Motion to approve Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.
4. Request to **approve** submission of the FY2026 Annual Action Plan, representing \$3,852,829.39 in investment in the housing and service needs of low- and moderate-income residents of Augusta, and grant authority for the Mayor to execute the necessary documents required to be included with this submission.
5. Motion to **approve** Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise,LLC to continue development in the Pebble Creek Area and support the construction of one (1) single family unit to be sold to low-income homebuyer.
6. Recommendation to deny the appeal of Bosun for Non-Responsive Determination on RFQ/P #26-172 Airport Marketing Agency for the Augusta Regional airport.
7. Motion to **approve** the minutes of the June 23, 2026 Administrative Services Committee Meeting.



Administrative Services Committee

Meeting Date: July 17, 2026

HCD_Augusta/CSRA Habitat for Humanity

Department:	HCD
Presenter:	Charles Jackson, Interim Director and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.
Background:	Augusta/CSRA Habitat for Humanity has completed four single family units under the current partnership and guidance of Augusta Housing and Development. Augusta/CSRA Habitat for Humanity continues to show interest in developing affordable housing in the Augusta area. To continue this partnership, HCD is requesting HOME funds to assist in constructing one (1) single family unit: 1137 Merry Street, Augusta, Georgia 30901 The funding request is to assist with the cost associated with the construction of one single family affordable units.
Analysis:	The approval will allow the partnership to continue with the construction of one unit in the Augusta area to aid in the fighting of blight.
Financial Impact:	HCD will utilize HOME Investment Partnership (HOME) funding received through its annual allocation from the US Housing and Urban Development Department on an annual basis. This approval would be for the amount of \$98,262.65.
Alternatives:	Do not approve HCD's Request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to Continue to partner with Augusta/CSRA Habitat for Humanity to continue to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue to support the construction and development of one (1) single family units to be sold to low-income homebuyers
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Partnership Grant 22107 3212 5225110

**REVIEWED AND
APPROVED BY:**

N/A

Item 1.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 98,262.65**Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100**For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“1137 Merry Street – Single Family Unit”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2026 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Habitat*”) as party in the second part.

WITNESSETH

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

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

Augusta Housing and Community Development Department

1137 Merry Street – Habitat for Humanity

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WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

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

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ **98,262.65** in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1137 Merry 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 participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta.*
- v. All projects are to possess the following components:*
 1. Evidence of Site Control

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

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **59,916.25** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1137 Merry Street in the Central Avenue Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 1137 Merry Street, Augusta, Georgia 30901

b. Developer’s Fee

An amount not to exceed \$ **38,346.40 (16% of total Development Cost \$ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Habitat Community. Developer’s Fee will be dispersed as follows:

- 50% - Dispersed when 50% of construction is completed
- 50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Baker Avenue. on the West; Druid Park Avenue on the East; Central Avenue on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$98,262.65**. HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for

Humanity will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A. Must also submit lien waivers for vendors and sub-contractors as specified in the Work Write-Up.

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

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ 98,262.65 of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity

will provide a detailed outline of critical project milestones and projected expenditures during the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

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

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **\$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

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

Construction	\$ 59,916.25
Developer's Fee	38,346.40

TOTAL HOME PROJECT COST: \$ 98,262.65

Initial: _____

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

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

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds

which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

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

- H. Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by Habitat for Humanity.

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

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

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

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

Enforcement Provisions

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

D. Labor Standards

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

E. Environmental Standards

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

F. Flood Insurance

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

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

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

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

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

L. Drug Free Workplace

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

M. Publicity

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

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

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

R. Affirmative Action

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

Augusta Housing and Community Development Department

take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

ARTICLE X. SUSPENSION AND TERMINATION

Augusta Housing and Community Development Department

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

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

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

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

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

ARTICLE XII. INDEMNIFICATION

Augusta Housing and Community Development Department

1137 Merry Street – Habitat for Humanity

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

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

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though

Augusta Housing and Community Development Department

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
Mayor

Date: _____

By: _____
Charles Jackson
Interim Director, HCD

Date: _____

SEAL

Lena Bonner
Clerk

ATTEST:

HABITAT FOR HUMANITY

BY: _____

Its: _____ Date

Plain Witness

Date

APPENDIX A

Augusta Housing and Community Development Department

1137 Merry Street – Habitat for Humanity

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Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

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

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

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

6. Construction Costs and Requirements

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

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

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



Administrative Services Committee

Meeting Date: July 17, 2026

HCD_Augusta/CSRA Habitat for Humanity

Department:	HCD
Presenter:	Charles Jackson, Interim Director and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers.
Background:	Augusta/CSRA Habitat for Humanity has completed four single family units under the current partnership and guidance of Augusta Housing and Development. Augusta/CSRA Habitat for Humanity continues to show interest in developing affordable housing in the Augusta area. To continue this partnership, HCD is requesting HOME funds to assist in constructing one (1) single family unit: 1825 Watkins Street, Augusta, Georgia 30901 The funding request is to assist with the cost associated with the construction of one single family affordable units.
Analysis:	The approval will allow the partnership to continue with the construction of five units in the Augusta area to aid in the fighting of blight.
Financial Impact:	HCD will utilize HOME Investment Partnership (HOME) funding received through its annual allocation from the US Housing and Urban Development Department on an annual basis. This approval would be for the amount of \$98,262.65.
Alternatives:	Do not approve HCD's Request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to Continue to partner with Augusta/CSRA Habitat for Humanity to continue to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue to support the construction and development of one (1) single family units to be sold to low-income homebuyers
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Partnership Grant 22107 3212 5225110

**REVIEWED AND
APPROVED BY:**

N/A

Item 2.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 98,262.65**Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100**

For Fiscal Year 2025

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“1825 Watkins Street – Single Family Unit”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2026 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Habitat*”) as party in the second part.

WITNESSETH

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

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

Augusta Housing and Community Development Department

1825 Watkins Street – Habitat for Humanity

Page 1

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

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

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ **98,262.65** in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 1825 Watkins 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 participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta.*
- v. All projects are to possess the following components:*
 1. Evidence of Site Control

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

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ 59,916.25 (25% of total Development Cost \$239,665) in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 1825 Watkins Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 1825 Watkins Street, Augusta, Georgia 30901

b. Developer’s Fee

An amount not to exceed \$ 38,346.40 (16% of total Development Cost \$ 239,665) in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer’s Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Walker Street on the West; Eve Street on the East; Fenwick Street on the South; and Brandsford Avenue on the North and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$98,262.65**. HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

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

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ 98,262.65 of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

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

a. Liquidated Damages

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

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **\$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

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

Construction	\$ 59,916.25
Developer's Fee	38,346.40
TOTAL HOME PROJECT COST:	\$ 98,262.65

Initial: _____

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

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

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

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

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

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

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

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

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

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

Enforcement Provisions

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

D. Labor Standards

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

E. Environmental Standards

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

F. Flood Insurance

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

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

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

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility

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

L. Drug Free Workplace

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

M. Publicity

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

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

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

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

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

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

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

Augusta Housing and Community Development Department

1825 Watkins Street – Habitat for Humanity

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ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

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

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

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

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
Mayor

Date: _____

By: _____
Charles Jackson
Interim Director, HCD

Date: _____

SEAL

Lena Bonner
Clerk

ATTEST:

HABITAT FOR HUMANITY

BY: _____

Its: _____ Date

Plain Witness

Date

Augusta Housing and Community Development Department

1825 Watkins Street – Habitat for Humanity

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APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

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

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

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

6. Construction Costs and Requirements

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

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

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



Administrative Services Committee

Meeting Date: July 17, 2026

HCD_Augusta/CSRA Habitat for Humanity

Department:	HCD
Presenter:	Charles Jackson, Interim Director and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to continue to partner with Augusta/CSRA Habitat for Humanity to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue support the construction and development of one (1) single family units to be sold to low-income homebuyers
Background:	Augusta/CSRA Habitat for Humanity has completed four single family units under the current partnership and guidance of Augusta Housing and Development. Augusta/CSRA Habitat for Humanity continues to show interest in developing affordable housing in the Augusta area. To continue this partnership, HCD is requesting HOME funds to assist in constructing one (1) single family unit: 605 Eve Street, Augusta, Georgia 30901 The funding request is to assist with the cost associated with the construction of one single family affordable units.
Analysis:	The approval will allow the partnership to continue with the construction of one unit in the Augusta area to aid in the fighting of blight.
Financial Impact:	HCD will utilize HOME Investment Partnership (HOME) funding received through its annual allocation from the US Housing and Urban Development Department on an annual basis. This approval would be for the amount of \$98,262.65
Alternatives:	Do not approve HCD's Request
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to Continue to partner with Augusta/CSRA Habitat for Humanity to continue to provide affordable housing to families that reside in the Augusta, Georgia-Richmond County area. To continue to support the construction and development of one (1) single family units to be sold to low-income homebuyers
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: HOME Partnership Grant 22107 3212 5225110

**REVIEWED AND
APPROVED BY:**

N/A

Item 3.

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

\$ 98,262.65**Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100**For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“605 Eve Street – Single Family Unit”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2026 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Habitat*”) as party in the second part.

WITNESSETH

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

WHEREAS, Habitat for Humanity will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2025-2029; and the Year 2025 Annual Action Plan; and

Augusta Housing and Community Development Department

605 Eve Street – Habitat for Humanity

Page 1

WHEREAS, Augusta wishes to enter into a contractual agreement with Habitat for Humanity for the administration of HOME eligible affordable housing development activities; and

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

WHEREAS, Habitat for Humanity has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Habitat for Humanity has requested, and Augusta has approved a total of \$ **98,262.65** in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 605 Eve 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 participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta.*
- v. All projects are to possess the following components:*
 1. Evidence of Site Control

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

B. Use of Funds

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

a. Construction Costs

An amount not to exceed \$ **59,916.25 (25% of total Development Cost \$ 239,665)** in HOME funds shall be expended by Habitat for Humanity from Year 2025 HOME Program funds for construction costs related to the development of one (1)) single family unit at 605 Eve Street in the Harrisburg Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 605 Eve Street, Augusta, Georgia 30901

b. Developer’s Fee

An amount not to exceed \$ **38,346.40 (16% of total Development Cost \$ 239,665)** in HOME funds shall be provided to Habitat for Humanity from Year 2025 HOME Program funds for administration and coordination of the construction of the development of one (1)) single family unit within the Harrisburg Community. Developer’s Fee will be dispersed as follows:

50% - Dispersed when 50% of construction is completed

50% - Dispersed when 100% of when unit receives a certificate and is sold to eligible homebuyer.

Initial: _____

C. Program Location and Specific Goals to be Achieved

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Metcalf Street on the West; Crawford Avenue the East; Watkins Street on the South; and Walker Street Ext. on the North and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **\$98,262.65**. HOME funds under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Habitat for Humanity compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

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

Initial: _____

B. Project Financing

HCD will fund twenty-five percent (25%) of the total construction costs of this single project and seeks to provide Habitat for Humanity with the necessary Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 98,262.65** of the total development costs of a single project, and `seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

Initial: _____

C. Timetable for Completion of Project Activities

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

a. Liquidated Damages

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

Initial: _____

D. Project Budget: Limitations

1. Habitat for Humanity shall be paid a total consideration of no more than **\$98,262.65** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Habitat for Humanity. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta- unless otherwise agreed to by Augusta and Habitat for Humanity.

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

Construction	\$ 59,916.25
Developer's Fee	38,346.40
TOTAL HOME PROJECT COST:	\$ 98,262.65

Initial: _____

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

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

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

ARTICLE IV. TERM OF CONTRACT

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

ARTICLE V: DOCUMENTATION AND PAYMENT

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

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

Initial: _____

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Habitat for Humanity agrees to comply with the conflict-of-interest provisions contained in 24 CFR 92.356 (f) as appropriate.

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

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

ARTICLE IX. OTHER REQUIREMENTS

A. Fair Housing

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

Non-Discrimination and Accessibility

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

Enforcement Provisions

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

D. Labor Standards

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

E. Environmental Standards

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

F. Flood Insurance

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

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

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

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

Habitat for Humanity agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any contractor during any period of debarment, suspension, or placement in ineligibility

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

L. Drug Free Workplace

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

M. Publicity

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

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

Habitat for Humanity shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.

Q. Equal Employment Opportunity

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

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

Indirect costs will only be paid if Habitat for Humanity has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

ARTICLE X. SUSPENSION AND TERMINATION

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

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

Office of the Administrator
Municipal Building
535 Telfair Street
Augusta, GA 30901

With copies to:

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

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

Augusta/CSRA Habitat for Humanity
1301 Greene Street.
Augusta, Georgia 30901

Augusta Housing and Community Development Department

605 Eve Street – Habitat for Humanity

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ARTICLE XII. INDEMNIFICATION

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

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

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

ARTICLE XIII. INSURANCE AND BONDING

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

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

ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

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

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
Mayor

Date: _____

By: _____
Charles Jackson
Interim Director, HCD

Date: _____

SEAL

Lena Bonner
Clerk

ATTEST:

HABITAT FOR HUMANITY

BY: _____

Its: _____ Date

Plain Witness

Date

Augusta Housing and Community Development Department

605 Eve Street – Habitat for Humanity

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APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

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

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

6. Property Standards: 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$98,262.65** in Year 2025 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
 - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
 - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
 1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
 - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
 1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
 2. To any acts of the Owner that hinder the progress of the work.
 3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

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

6. Construction Costs and Requirements

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

EXHIBIT “B”

PROJECT SCHEDULE OF COMPLETION

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



Administrative Services Committee Meeting

Meeting Date: June 14_, 2026

HCD_FY2026 Annual Action Plan Submission for HUD Funding

Department:	HCD
Presenter:	Charles Jackson, Interim Director and/or HCD Staff
Caption:	Request to approve submission of the FY2026 Annual Action Plan, representing \$3,852,829.39 in investment in the housing and service needs of low- and moderate-income residents of Augusta, and grant authority for the Mayor to execute the necessary documents required to be included with this submission.
Background:	In order to fulfill statutory and regulatory requirements found at 24 CFR 91.15(a)(1) and as mandated by the U.S. Department of Housing and Urban Development, the City of Augusta, Georgia is required to provide its local strategy to address needs in the areas of community development, economic development, affordable housing and homelessness as carried out through its Housing and Community Development Department and represented in the FY2026 Annual Action Plan. The FY2026 Annual Action Plan represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program. Further, the City of Augusta is required to make available for public comment the FY2026 Annual Action Plan that provides the jurisdiction with an opportunity to review the City's local strategy to address needs in the areas of community development, economic development, affordable housing, and homelessness through its Housing and Community Development Department. This submission contains Augusta's actual allocation of \$3,852,829.39 for FY2026, reflecting Augusta's announced CPD funding allocations from HUD. Below is a listing of the allocations: Funding Program Allocations for FY2026 - CDBG \$1,683,081, HOME \$923,556.39, HOPWA \$ 1,097,989, and ESG -\$148,203. Total FY2026 Allocation - \$3,852,829.39. FY2026 Programmatic line-item budget, as well as brief project narratives, are attached to this Agenda item.
Analysis:	If approved by the Augusta, Georgia Commission, the Housing and Community Development Department will be capable of funding projects in accordance with the submission of the FY2026 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) and continue the provision of funding to projects

and activities to serve the housing, service, and economic development needs of low-to-moderate income residents of Augusta, Georgia.

The FY2026 Annual Action Plan represents funding for the following programs funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grant (CDBG) Program, Home Investment Partnerships (HOME) Program, Emergency Solutions Grant (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program.

Financial Impact:

If approved by the Augusta-Richmond County Commission, the FY2026 Annual Action Plan will allow for the Housing and Community Development Department to continue to provide funding for needed services and housing projects for low-moderate-income households throughout the City of Augusta, Georgia, with a FY2026 total allocation budget of \$3,852,829.39.

Alternatives:

Do not approve HCD's request for approval to submit the FY2026 Annual Action Plan to HUD and surrender Augusta's \$3,852,829.39 investment in the housing and service needs of low and moderate-income residents of Augusta.

Recommendation:

Approve HCD's Request to approve submission of the FY2026 Annual Action Plan, representing \$3,852,829.39 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, including but not limited to the SF-424s and Certifications and Assurances required to be included with this submission.

Funds are available in the following accounts:

Housing and Urban Development (HUD) Funds: Community Development Block Grant (CDBG) funds, Emergency Solutions Grant (ESG), HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA).

**REVIEWED AND
APPROVED BY:**

N/A

2026 One Year Action Plan - Program Allocations Summary			
Community Development Block Grant - Public Service Budget			
Augusta Mini Theatre Inc.	\$40,000.00		
Beulah Grove Community Resource Center Inc. (BGCRC)	\$40,000.00		
CSRA Business League - Small Business Development Program	\$5,000.00		
CSRA Business League - Youth Entrepreneurship Program	\$5,000.00		
ReNforce	\$35,000.00		
The Salvation Army, a GA Corporation, Augusta - Jobs Skills Training	\$35,000.00		
Project Refresh Inc.	\$15,000.00		
Mach Academy Inc.	\$40,000.00		
The James Brown Family Foundation - Academy of Music Pupils	\$10,000.00		
Kids Restart, Inc.	\$15,000.00		
Living In Purpose – LIP After School	\$15,000.00		
Total Proposed funding for Poverty Reduction Programs			
Community Development Block Grant - Public Service Budget			
Community Development Block Grant -Housing Development Programs -needs update			
Homeowner Housing Rehabilitation	\$721,464.80		
Activity Delivery Costs	\$100,000.00		
		\$821,465	
Community Development Block Grant -Initiative Programs			
Infrastructure Projects/ Clearance & Demolition	\$250,000.00		
Total Proposed Funding for Economic Development Activities			
		\$250,000	
Community Development Block Grant - Planning & Grants Administration (20% cap)			
Planning & Entitlement Grants Administration	\$ 336,616.20		
Fair Housing	\$ 20,000.00		
Total Proposed Funding for Planning & Grants Administration		\$ 356,616.20	
Total CDBG Funding Proposed for FY 26 Program Activities			\$ 1,683,081.00
HOME Investment Partnership - Housing Development			
Housing Initiative: New Construction	\$ 542,667.29		
Homebuyer Assistance: Down Payment	\$ 150,000.00		
Community Housing Development Organization - CHDO Set Aside(15%)	\$ 138,533.46		
Total Proposed Funding for Housing Development			\$831,200.75
HOME Investment Partnership Grant - Program Administration (10% cap)			
HOME Program Administration	\$ 92,355.64		
Total Proposed Funding for Planning & Grants Administration			
		\$92,355.64	
Total HOME Funding Proposed for Housing Development			\$923,556.39
Emergency Solutions Grant - Rapid Rehousing and Homelessness Prevention			
SAFEHOMES - ESG Rapid Rehousing and Homeless Prevention	\$ 23,000.00		
Augusta HCD - ESG Rapid Rehousing and Homeless Prevention	\$ 50,190.77		
United Way of the CSRA	\$ 22,000.00		
Total Rapid Rehousing and Homeless Prevention		\$95,190.77	
Emergency Solutions Grant - Shelter Operations			
Salvation Army - Augusta Area Command	\$ 30,000.00		
SAFEHOMES - Emergency Shelter	\$ 11,897.00		
Total Street Outreach/Shelter Operations		\$41,897.00	
Emergency Solutions Grant - Program Administration (7.5% cap)			
HESG Administration	\$11,115.23		
Total Proposed Funding for HESG Admin			
		\$11,115.23	
Total HESG Funding Proposed for Homeless Services			\$148,203.00
Housing Opportunities for Persons with AIDS Grant - Program Activities			
Antioch Ministries	\$ 250,000.00		
Promise Land	\$ 400,000.00		
Eligible HOPWA Activities	\$ 315,049.33		
Augusta Facility Based Supportive Housing	\$ 100,000.00		
Total HOPWA Proposed for Program Activities		\$1,065,049	
Housing Opportunities for Persons with AIDS Grant - Program Administration (3% cap)			
HOPWA Program Administration	\$ 32,939.67		
Total Proposed Funding for HOPWA Admin			
		\$ 32,939.67	
Total HOPWA Funding Proposed for Housing and Services			\$1,097,989.00
TOTAL PROPOSED 2026 ONE YEAR ACTION PLAN BUDGET		Balanced Budget	\$ 3,852,829.39

1



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

April 6, 2026

Honorable Garnett Johnson
Mayor of Augusta
535 Telfair Street, Suite 200
Augusta, GA 30901

Dear Mayor Johnson,

Secretary Scott Turner is committed to improving housing opportunities, reducing regulations to lower housing cost, and expanding housing supply for hardworking Americans. The nationwide shortage of rental and owner-occupied properties and the current rate of construction have not kept pace with the demand. This lack of adequate housing supply leads to higher prices for renters and homebuyers alike, forcing some into homelessness and preventing countless Americans from becoming homeowners. Across the country, partnerships between public and private sectors are providing millions of Americans an opportunity to get ahead. HUD is determined to continue its collaboration with you so programs are responsibly utilized and can spark additional leveraging and partnerships to address the nation's housing challenges.

As authorized by the Consolidated Appropriations Act (Public Law 119-75) on February 3, 2026, I am honored and excited to announce that your jurisdiction is receiving the following Fiscal Year 2026 allocations for the identified programs:

Community Development Block Grant (CDBG) \$1,683,081.00

HOME Investment Partnerships Program (HOME) \$923,556.39

Emergency Solutions Grants (ESG) \$148,203.00

Housing Opportunities for Persons With AIDS (HOPWA) \$1,097,989.00

Recovery Housing Program (RHP) \$ 0.00

In addition, your jurisdiction's CDBG allocation for this year provides you with \$8,415,405.00 in available Section 108 loan guarantee borrowing authority. Section 108 permits you to borrow up to five times of your current CDBG allocation. This loan allows jurisdictions to maximize access to low-interest capital, and provide long-term financing to invest in Opportunity Zones, or further address gap financing for big projects that you envision for your community.

As you are finalizing your Annual Action Plans or Consolidated Plans that are due for submission to our office by August 16, 2026, please be reminded that it is important to align with

applicable laws and executive orders. If you or any member of your staff have questions, please do not hesitate to contact your local HUD Field Office in Augusta, GA or CPDGDAS@hud.gov.

Thank you for your interest in CPD programs and for ensuring that these dollars are responsibly achieving outcomes as intended by law. When people have a safe and stable place to call home, they can focus on contributing to the economy and be productive members of their respective communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Ronald J. Kurtz". The signature is fluid and cursive, with a horizontal line underlining the last name.

Ronald J. Kurtz
Assistant Secretary
for Community Planning and Development



Administrative Services Committee

Meeting Date: July 14, 2026

HCD_CapitalRise, LLC

Department:	HCD
Presenter:	Charles Jackson, Interim Director and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to continue development in the Pebble Creek Area and support the construction of one (1) single family unit to be sold to low-income homebuyer.
Background:	Housing and Community Development is assisting CapitalRise, LLC by providing guidance and techniques of development via utilizing HOME funds. CapitalRise, LLC has partnered with local developers in the past as a contractor and continues to show interest in developing affordable housing in the South Augusta area. To continue this partnership, HCD is requesting to provide HOME funds to assist in constructing one single family units: • 4108 Darsey Court, Hephzibah, GA 30815: Funding Request: \$ 107,553.16 The funding request is to assist with the cost associated with the construction of one (1) single family affordable unit. (50% of Total Development Cost)
Analysis:	Approval of the contract will allow the partnership to construct one (1) single family unit in the South Augusta area to aid in the fight of blight.
Financial Impact:	HCD will utilize Home Investment Partnership (HOME) funding received through its annual allocation from Housing and Urban Development in the amount of \$ 107,553.16 to assist in the construction of two single family affordable housing units.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to CapitalRise, LLC to begin development in the Pebble Creek Area and support the construction of one (1) single family unit to be sold to low-income homebuyer.

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

Housing and Urban Development (HUD) Funds: HOME Investment Partn
Grant (HOME) funds.
HOME Funds: 22107 3212 / 5225110

Item 5.

**REVIEWED AND
APPROVED BY:**

N/A

CONTRACT

Between

AUGUSTA, GEORGIA

And

CAPITALRISE, LLC

In the amount of

\$ 107,553.16**One Hundred Seven Thousand Five Hundred Fifty-Three & 16/100**For Fiscal Year **2025**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“4108 Darsey Ct. – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2026 (“*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 CapitalRise, LLC., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*CapitalRise* ”) 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, CapitalRise 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 2025-2029; and the Year 2025 Annual Action Plan; and

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

WHEREAS, CapitalRise has requested, and Augusta has approved a total of \$ 107,553.16 in HOME funds to perform eligible activities as described in Article I below;

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

ARTICLE I. SCOPE OF SERVICES

A. Scope of Services

a. Project Description

CapitalRise agrees to utilize approved HOME funds to support project related costs associated with property located at 4108 Darsey Ct, one (1) single family unit to be constructed 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. Perform all pre-development activities prior to the pre-construction meeting*
- 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, CAPITALRISE 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 CapitalRise 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 \$ 107,553.16 (50% of total development cost = \$ 215,106.32) in HOME funds shall be expended by CapitalRise from Year 2025 HOME Program funds for construction costs related to the development of one (1) single family unit at 4108 Darsey Court in the Hephzibah 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 CAPITALRISE. This unit will be constructed by CapitalRise and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

- i. 4108 Darsey Court, Hephzibah, Georgia 30815

Initial: _____

C. Program Location and Specific Goals to be Achieved

CapitalRise shall conduct project development activities and related services in its project area known as Pebble Creek Community that incorporates the following boundaries: Old Highway 1 on the North, Tobacco Road to the South & West, and Morgan Road on the East and its designated geographic boundaries approved by AHCD.

D. Project Eligibility Determination

It has been determined that the use of HOME Program funds by CapitalRise 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, CapitalRise 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. CAPITALRISE will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

CapitalRise 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. CapitalRise will carry out this project with implementation oversight provided by HCD. CapitalRise agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, CapitalRise, 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: **\$107,553.16** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CapitalRise 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, CapitalRise 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 CapitalRise performance on a weekly basis with regards to the production and overall effectiveness of the project.

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

Initial: _____

B. Project Financing

HCD will fund fifty percent (50%) of the total construction costs in the amount of **\$107,553.16** as a loan of this single project and seeks to provide CapitalRise with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than **\$ 107,553.16** 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 CAPITALRISE to obtain 16% Developer's Fee to be distributed at closing. Developers Fee equals 16% of sales price (\$230,000.00)

Dev. Fee (36,800.00 - \$107,553.16) = \$ 70,753.16 pay back to HCD.

Initial: _____

C. Timetable for Completion of Project Activities

CapitalRise 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, CapitalRise 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. *CapitalRise, LLC 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. CapitalRise shall be paid a total consideration of no more than **\$ 107,553.16** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of CapitalRise. 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

2. CapitalRise shall adhere to the following budget in the performance of this contract:

Construction **\$ 107,553.16**

TOTAL HOME PROJECT COST: \$ 107,553.16

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

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under CapitalRise 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 CapitalRise.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by CapitalRise.
- E. If CapitalRise 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

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

- a. Maximum acquisition prices [24 CFR 92.205A.2]
- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]

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

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

CapitalRise shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply CapitalRise 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.

CapitalRise 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.

CapitalRise 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, CapitalRise 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, CapitalRise 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 CapitalRise 's fiscal year. CapitalRise is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. CapitalRise 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: CapitalRise' 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). CapitalRise agrees to comply with the Open Records Act should a request be submitted to it. Further, CapitalRise agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. CapitalRise 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. CapitalRise 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 CapitalRise' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
- d. CapitalRise 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

CapitalRise 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 CapitalRise. 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 CapitalRise 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 CapitalRise. In such instances, CapitalRise 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 CapitalRise.
- 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

CapitalRise 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 CapitalRise publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

CapitalRise 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 CapitalRise 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: CapitalRise 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, CapitalRise 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

CapitalRise 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), CapitalRise 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

CapitalRise 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

CapitalRise 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 will in all solicitations or advertisements for employees placed by or on behalf of CapitalRise ; 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

CapitalRise 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, CapitalRise 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

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

CapitalRise 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

CapitalRise 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

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

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

T. Religious Influence

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

CapitalRise 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 CapitalRise breach this contract or violate any regulatory rules. The City of Augusta can terminate the contrite in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, CapitalRise 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 30901

With copies to:

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

CapitalRise will receive all notices at the address indicated below:

CapitalRise, LLC
3062 Damascus Road
Augusta, Georgia 30909

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

ARTICLE XII. INDEMNIFICATION

CapitalRise 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, CapitalRise 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

CapitalRise 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, CapitalRise 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 CapitalRise handling or charged with the responsibility for handling funds and property pursuant to this contract. CAPITALRISE 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, CapitalRise 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 CapitalRise 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 CapitalRise 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:

Approved by Augusta, GA Commission on _____

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____

Date: _____

Augusta, GA Law Department

By: _____

Date: _____

Garnett L. Johnson
Mayor

By: _____

Date: _____

Charles Jackson
Interim Director, HCD

SEAL

Lena Bonner
Clerk

ATTEST:

CapitalRise, LLC
(Grantee)

BY: _____
Its: _____ Date

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

CapitalRise 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. *CapitalRise 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. *CapitalRise 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 **\$107,553.16** in Year 2025 HOME Investment Partnerships Funds to CapitalRise. 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 CapitalRise in accordance with the attached drawdown schedule and budget.
3. With HCD approval, CapitalRise 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. CapitalRise 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. CapitalRise *must* make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, CapitalRise *must* also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. CapitalRise must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. CapitalRise *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

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



Administrative Services Committee

7/14/2026

Deny the Appeal of Bosen of Non-Responsive Determination RFQ/P #26-172 Airport Marketing Agency

Department:	Compliance Department and Procurement Department
Presenter:	Dr. Yolanda Jackson / Andy Penick
Caption:	Recommendation to deny the appeal of Bosun for Non-Responsive Determination on RFQ/P #26-172 Airport Marketing Agency for the Augusta Regional airport.
Background:	Augusta Regional Airport submitted an RFQ/P for Airport Marketing Agency for the Augusta Regional Airport. The Compliance Department assigned an MBE goal of 1% and WBE goal waiver was applied to the project. The RFQ/P item was opened in the Procurement Department on May 12, 2026 with 13 vendors responding to the RFP/Q. The compliance forms in reference to the MBE goal of 1% for each vendor were sent to Compliance for review. Bosun was deemed ineligible for award consideration by the Compliance Department based on their submitted M/WBE documentation which did not show a Good Faith Effort (GFE) to attempt to utilize or contact any firms certified in Augusta's M/WBE program as required. Bosun submitted a protest to the Procurement Department on June 4, 2026 which was acknowledged and responded by the Compliance Department on June 8, 2026 denying the protest. The Bosun company submitted request to appeal the denial of their protest on 6/12/26.
Analysis:	The M/WBE documents were reviewed by the Compliance Department for completeness. Bosun was deemed ineligible for award consideration by the Compliance Department based on their submitted M/WBE documentation which did not show a Good Faith Effort (GFE) to attempt to utilize or contact any firms certified in Augusta's M/WBE program as required.
Financial Impact:	N/A
Alternatives:	Wave his non-compliant status as a technicality and accept the RFQ/P to be included in the evaluation process.
Recommendation:	To uphold the denial and not allow the submittal by Bosun to be included in the evaluation process for award for RFQ/P 26-172 Airport Marketing Agency.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 53
Total Number Specifications Download (Demandstar): 16
Total Electronic Notifications (Demandstar): 202
Georgia Procurement Registry: 2105
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
Aqua Marketing & Communications, Inc. 360 Central Ave., Ste. 420 St. Peterburg, FL 33701	Yes	Yes	2656185	Yes	Yes	Yes	Yes
Bosun 3000 Old Alabama Road Suite 119-348 Alpharetta, GA 30022	Yes	Yes	705903	Yes	Yes	Yes	No
Code of Entry 100 Grace Hopper Ln, Suite 3739 Augusta, GA 30901	Yes Not Notarized	No Non-Compliant	3010108	Yes Not Notarized	No USB	No	N/A
Cox Media 6205B Peachtree Dunwoody Rd Atlanta, GA 30328	Yes	Yes	2453574	Yes	Yes	Yes	No
Designsensory 1740 Commons Point Drive Knoxville, TN 37932	Yes	Yes	2928997	Yes	Yes	Yes	No



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

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Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
M3 Agency 229 Furys Ferry Rd., Suite 123 Augusta, GA 30907	Yes	Yes	785162	Yes	Yes	Yes	Yes
MDOT Global, LLS 933 Pine Log Rd. #1080 Aiken, SC 29803	Yes	Yes	2997711	Yes	Yes	Yes	No
Roseland Concessions 3816 Melvin Drive SW Atlanta, GA 303321	Yes	Yes	2079550	Yes	Yes	Yes	No
GoSeeTell Network, Inc. dba Sparkloft Media 225 SW Broadway, Suite 400 Portland OR 97205	Yes	Yes	1757801	Yes	Yes	Yes	No
Stripe Theory 1200 Spring St., NW Atlanta, GA 30309	Yes	Yes	1635133	Yes	Yes	Yes	No



RFQ/P Opening: RFQ/P Item #26-172 Airport Marketing Agency
for Augusta, GA - Augusta Regional Airport
RFQ/P Due Date: Tuesday, May 12, 2026 @ 11:00 a.m.

Total Number Specifications Mailed Out: 53
Total Number Specifications Download (Demandstar): 16
Total Electronic Notifications (Demandstar): 202
Georgia Procurement Registry: 2105
Pre-Bid Conference Attendees: N/A
Total Packages Submitted: 13
Total Non-Compliant: 9

Vendors	Attachment "B"	Addendum 1	E-Verify Number	SAVE Form	Original & USB Drive	Fee Proposal	Compliance Review 1 % MBE 0% WBE
The Quotient Group, LLC N1374 Tuckaway Court Greenville, WI 54942	Yes	Yes	3007933	Yes	Yes	Yes	Yes
TKCG, Inc. dba Trevelino Keller 1042 Northside Drive, Suite 960 Atlanta, GA 30318	Yes	Yes	640742	Yes	Yes	Yes	Yes
Rebel 501 Linden Ct. Mars, PA 160546	Late Non-Compliant						

NOT FEDERAL FUNDS & M/WBE GOAL APPLIED SCRIPT**BID ITEM #26-172****Augusta Regional Airport Marketing Agency**

Monday
April 20, 2026
@ 11AM

The Compliance Department oversees the **Minority and Women-Owned Business Enterprise Program**, also referred to as the **M/WBE** and the **Local Small Business Program**, also referred to as the **LSBP**.

For those of you who are not familiar with our program, the M/WBE program is a race and gender-conscious program and the LSBP program is a race and gender-neutral program that encourages equal opportunity for all minority and women-owned small businesses and local small business in Augusta, Georgia's contracting opportunities. Additional information regarding the M/WBE program can be found on pgs. 27-37.

The M/WBE is an ordinance enacted and supported by the Augusta, Georgia Commission. For those of you who have a copy of the specifications in front of you, you can find information on the M/WBE Ordinance on page _____. Let me call your attention to the NOTE: Section of that page located in the bottom right-hand corner. **All forms should be submitted in a separate, sealed envelope labeled M/WBE Required Forms, Company's Name & Bid Number.**

Goal

The MBE goal for set this procurement is 1% which can be found on pg. 29.

The WBE goal for this procurement was waived which can be found on pg. 35. **As a result, there are no WBE forms required to be submitted with your proposal.**

Forms

All bidders are required to submit the MBE and WBE forms referenced on pgs. 30-34.

- **Letter of Intent**, pg. 30

Please note this form is required for **each** MBE you will utilize on this project. You will also be required to provide a copy of the executed subcontract agreements for each MBE firm as listed on these forms should you become the awarded vendor on this project.

- **MBE Utilization Plan**, pg. 31

- **Good Faith Efforts Forms**, pgs. 32-34. I will go into more detail on Good Faith Efforts in just a moment.

Do not substitute the forms provided in your packet. These forms are required documents and must be included in your submission, **failure to submit forms can result in the bid or proposal being declared non-responsive.**

Good Faith Efforts

A detailed explanation of GFE is listed on pg. 27 of your packet; however, I would like to call your attention to 2 requirements.

1. If you fail to secure MBE participation and you have subcontracting opportunities **or** if your participation is less than the determined project goal **you must complete the GFE form (page 34) and submit all required documentation such as phone logs, solicitation emails and responses, newspaper advertisements, publications, etc.**

Be advised that you must include documentation of any responses you receive from solicited MWBEs whether they are interested, not interested, will quote, quoted, etc. We cannot determine GFE without knowing what the response was or wasn't.

2. You must provide a minimum of five (5) days' notice to M/WBE firms when requesting quotes for furnishing their service or product.

MWBE Business Directory Online

ONLY firms that are certified in Augusta Richmond County's M/WBE program will count towards the utilization and participation goal. The M/WBE Directory can be found on our website under Compliance/DBE. Please do not confuse the M/WBE Directory with the DBE or LSB Directories, **if you need assistance, please ask.**

Conclusion

Again, there is a MBE goal of 1% and set for this project and the WBE goal has been waived. **Be advised that the Compliance Department is the ONLY department that Procurement will allow you to contact directly but it must be of a Compliance nature, specifically regarding the M/WBE.**

At this point I will pause for any questions you may have. If you have questions, please unmute yourself and ask your questions



In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a **1%** goal for **Minority Participation**. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.

Project Name: Airport Marketing Agency

Bid Number: #26-172

LETTER OF INTENT
Minority Participation

(This page shall be submitted for **each** minority-owned firm to be utilized on this project)

Bidder/Offorer: Name: Bosun
Address: 3000 Old Alabama Road, Suite 119-348
City: Alpharetta State: GA Zip: 30022

Minority-Owned Firm: Firm: Picture Perfect Production & Editorial
Address: 325 Madera Court
City: Sandy Springs State: GA Zip: 30350

Contact Person: Name: Willie Giles Phone: 770-572-6308

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture
☐ Manufacturer ☐ Supplier

Work item(s) to be performed by Firm	Description of Work Item	Quantity	Total
Production	Film videos and broll for content	TBD	\$40,000
Post Production	Edit, mix and finalize video assets	TBD	\$8,000

The Bidder/Offorer is committed to utilizing the above-named Minority-owned firm for the work described above. The estimated participation is as follows:

Minority contract amount: \$48,000 Percent of total contract: 14 %

AFFIRMATION:

The above-named Minority-Owned firm affirms that it will perform that portion of the contract for the estimated dollar value as stated herein above.

Owner

By: Willie Giles

(Signature)

(Title)

** In the event the bidder/offorer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.



In accordance with Chapter 10C of the AUGUSTA, GA, CODE, Augusta has placed a 1% goal for **Minority participation**. This goal must be met or a Good Faith Effort (GFE) must be made to utilize minorities on this project.

Project Name: Airport Marketing Agency Bid Number: #26-172

UTILIZATION STATEMENT Minority-Owned Firms

The Minority participation goal for this project is 1%.

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box)

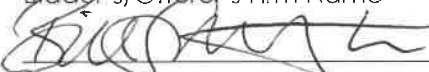
- ☐ The bidder/offeror is committed to the minimum of 1% minority utilization on this contract
- ☐ The bidder/offeror, while unable to meet the contract goal of 1%, hereby commits to a minimum of _____% minority utilization on this contract and submits the attached documentation as evidence demonstrating good faith efforts (GFE) in seeking participation of minority-owned firms.

The undersigned hereby further assures that the information included herein is true and correct, and that the Minority-owned firm or firms identified within the submitted Letter of Intent form(s) have agreed to perform a commercially useful function (CUF) for the indicated work elements.

The undersigned further understands that no changes to this statement may be made without prior approval from the Owner.

Bill Swanston, Bosun

Bidder's/Offeror's Firm Name


Signature

May 7, 2026

Date

MINORITY UTILIZATION SUMMARY

<u>Percentage</u>	<u>Contract Amount</u>	<u>Minority Amount</u>	<u>Contract</u>
Minority Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
Minority Subcontractor	\$48,000 x 1.00 =	\$48,000	14 %
Minority Supplier	\$ _____ x 1.00 =	\$ _____	_____ %
Minority Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount Minority		\$ _____	_____ %
Minority Participation Goal		\$ _____	_____ %

* If the total proposed Minority participation is less than the established Minority goal, bidder must provide written documentation of the good faith efforts in accordance with Chapter 10C of the AUGUSTA, GA, CODE.

GOOD FAITH EFFORTS

Failure to complete this form, in its entirety with supporting documentation, will result in the bid being considered non-responsive to bid specification.

[illegible]

#26-172

Bid #

Minority Participation Goal
1%



Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Bosun**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE respectively**. The bidder/offeror has committed to a minimum of **14% MBE participation**; however, the listed MBE firm **is not** certified in Augusta, Georgia's M/WBE Program. In addition, the bidder/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offeror provided the "Letter of Intent" and the Good Faith Efforts (GFE) form with Picture Perfect Production & Editorial as the proposed MBE firm that would be utilized to meet the MBE goal. However, Picture Perfect Production & Editorial IS NOT certified in Augusta, Georgia's M/WBE program and is therefore ineligible to be utilized to meet the MBE goal set for this procurement. Our records indicated that while a certification application for this firm was started via our online process on May 8th, the application is only 20% complete as of this review. During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE. Bosun did not provide any other proof of their GFE outside of their statement.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this bidder is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.



Andy Penick, CPSM, GCPM, GCPA, MBA
Procurement Director

EXHIBIT D - LETTER FROM PROCUREMENT DEEMING BOSUN NON-COMPLIANT

May 29, 2026

Bosun
Attn: Bill Swanston
3000 Old Alabama Road, Suite 119-348
Alpharetta, GA 30022

Re: RFQ/P Opening Item #26-172 Airport Marketing Agency
for Augusta, GA – Augusta Regional Airport

RFQ/P Date: Tuesday, May 12, 2026 @ 11:00 a.m.

Dear Mr. Swanston:

Thank you for your submittal in response to the above referenced RFQ/P. The Procurement Department has reviewed your submittal and has determined in accordance with the RFQ/P specifications and the Augusta, Georgia Code, your company's submittal is deemed Non-Compliant for the below checked reason(s). Please let us know if you require of copy of your submittal.

Your company failed to complete the below check items as required by the Specifications:

☒ **Compliance Department (please see attached)**

I wish to call your attention to **Article 6 and Article 9 of the Augusta, Georgia Code ARTICLE 6: PROCUREMENT SOURCE SELECTION METHODS AND CONTRACT AWARDS:**

Sec. 1-10-50. Sealed bids selection method.

- (a) *Conditions for use. All contracts of Augusta, Georgia shall be awarded by competitive sealed bidding except as otherwise provided elsewhere in this article (see section 1-10-52-Sealed Proposals; 1-10-53-Professional Services; 1-10-54-Quotations; 1-10-56-Sole Source Procurement; and 1-10-57-Emergency Procurements, of this chapter).*
- (b) *Invitation for bids and specifications. An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid, which are not waiveable or modifiable, by the Procurement Director. All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission.*

ARTICLE 9: APPEALS, PROTESTS AND REMEDIES:

Sec. 1-10-81 and Sec. 1-10-82. Procurement protests. Authority to Resolve Protested Solicitations and Awards.

- (a) **Right to Protest.** Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) **1-10-82. Filing of Protest.** Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (c) **Stay of Procurements During Protests or Appeals.** In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

Sec. 1-10-88 (Ordinance No. 7439 adopted November 19, 2013). Administrative Services Committee Hearing Procedures and Effect of Failure to Appear at Hearing.

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) **Procedure to Speak to Full Commission Regarding Protest.**
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) *Effect of Failure to Appear at Hearing.* Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

We would like to thank each of you for your interest in doing business with Augusta and look forward to your company participating in future projects. Any correspondence concerning this matter or questions concerning future procurements must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Andy Penick, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901

Or

Email: procbidandcontract@augustaga.gov

Sincerely,


Andy Penick, Director
Procurement Department



Compliance Department

Dr. Yolanda Jackson
Interim Compliance Director

MEMORANDUM

To: Herbert L. Judon, Jr., Executive Director, Augusta Regional Airport
Andy Penick, Director, Procurement Department

From: Dr. Yolanda Jackson, Interim Director, Compliance Department *YJ*

Date: May 27, 2026

Subject: RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency

☐ This Bidder/Offeror **IS** eligible for award.

☒ This Bidder/Offeror **IS NOT** eligible for award.

This memo is to transmit the review and non-concurrence of the responsiveness and compliance by the proposer/offeror, **Bosun**. Augusta, Georgia code requires contractor(s) to meet the assigned M/WBE Utilization Goal or provide evidence of completing good faith efforts on state and local funded projects.

The MBE and WBE goals established for RFQ/P Item # 26-172 – Augusta Regional Airport Marketing Agency for Augusta, Georgia, are **1% MBE** and **0% WBE** respectively. The bidder/offeror has committed to a minimum of **14% MBE** participation; **however**, the listed MBE firm **is not** certified in Augusta, Georgia's M/WBE Program. In addition, the bidder/offeror did not submit the required supporting documentation in support of the Good Faith Effort (GFE) and is, therefore, non-responsive.

Note: The proposer/offeror provided the "Letter of Intent" and the Good Faith Efforts (GFE) form with Picture Perfect Production & Editorial as the proposed MBE firm that would be utilized to meet the MBE goal. However, Picture Perfect Production & Editorial IS NOT certified in Augusta, Georgia's M/WBE program and is therefore ineligible to be utilized to meet the MBE goal set for this procurement. Our records indicated that while a certification application for this firm was started via our online process on May 8th, the application is only 20% complete as of this review. During the pre-proposal meeting specific detailed instructions are given with regard to what is expected as a show of GFE. Bosun did not provide any other proof of their GFE outside of their statement.

The bidder/offeror has not satisfied good faith efforts and is non-compliant with requirements of the M/WBE Program; therefore, this bidder is not eligible for award.

Should you have questions, please feel free to contact me via email at yjackson@augustaga.gov or by phone at (706) 821-2406.

Yolanda Jackson

From: Nancy M. Williams
Sent: Thursday, June 4, 2026 4:55 PM
To: Andy Penick; Tywana Scott; Yolanda Jackson; Herbert Judon; Lauren E. Smith; Mattie Sue Stevens; Lanetha Pitts
Cc: Dinah Dempsey; Darrell White
Subject: Protest of Non-Responsive Determination – RFQ/P 26-172 Airport Marketing Agency

Follow Up Flag: Follow up
Flag Status: Flagged

Please be advised that the Procurement Department has received a protest in response to RFQ 26-172. The protest places this item on hold until the protest is resolved.

-----Original Message-----

From: bill@bosun.com <bill@bosun.com>
Sent: Wednesday, June 3, 2026 2:21 PM
To: Administrative Team <ProcAdministrative@augustaga.gov>
Cc: yjackson@augustaga.gov
Subject: [EXTERNAL] Protest of Non-Responsive Determination – RFQ/P 26-172 Airport Marketing Agency

Dear Procurement Director,

Pursuant to Article 9 of the Augusta, Georgia Procurement Code, Bosun respectfully submits this protest regarding the determination that our proposal for RFQ/P 26-172 Airport Marketing Agency was non-responsive due to M/WBE requirements.

Bosun submitted its proposal in good faith and identified Picture Perfect Production & Editorial as our MBE partner based on our understanding that their Augusta M/WBE certification process had been completed. As recently as May 27, 2026, we contacted Augusta Procurement to confirm that Bosun was properly registered and participating in the RFQ/P process and were advised that the project remained under evaluation.

Following receipt of the non-responsive determination, we learned from Dr. Yolanda Jackson that Augusta's records reflected a different certification status than we understood at the time of submission. Picture Perfect is currently working to complete any remaining certification requirements.

At no time did Bosun intend to misrepresent the status of our proposed MBE partner. We acted in good faith throughout this procurement process and respectfully request reconsideration of the non-responsive determination in light of these circumstances.

Thank you for your consideration. We respectfully request confirmation of receipt and information regarding the next steps in the protest review process.

Sincerely,
Bill Swanston

Bosun.com <<http://bosun.com/>>

<<https://www.facebook.com/BosunAgency/>> <<https://www.linkedin.com/company/bosun-crew/>>
<<https://www.instagram.com/bosuncrew/>>

Bill Swanston
Founder, President

M 6 <tel:850-544-9697>78-438-4189

O 770-642-7900 <tel:770-642-7900>

Frederick Swanston Sets Sail As Bosun

[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.]

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AED:104.1

Yolanda Jackson

From: Yolanda Jackson
Sent: Monday, June 8, 2026 12:47 PM
To: bill@bosun.com
Cc: Andy Penick; Nancy M. Williams; Herbert Judon; Lauren E. Smith; Mattie Sue Stevens; Lanetha Pitts; Tywana Scott; Dinah Dempsey; Darrell White
Subject: Response to Protest of Non-Responsive Determination – RFQ/P 26-172 Airport Marketing Agency
Attachments: Bosun's Protest Response.pdf; 26-172 Bosun.pdf
Importance: High

Tracking:	Recipient	Delivery	Read
	bill@bosun.com		
	Andy Penick	Delivered: 6/8/2026 12:48 PM	Read: 6/8/2026 1:04 PM
	Nancy M. Williams	Delivered: 6/8/2026 12:48 PM	Read: 6/8/2026 1:21 PM
	Herbert Judon	Delivered: 6/8/2026 12:48 PM	
	Lauren E. Smith	Delivered: 6/8/2026 12:47 PM	Read: 6/9/2026 7:31 AM
	Mattie Sue Stevens	Delivered: 6/8/2026 12:48 PM	
	Lanetha Pitts	Delivered: 6/8/2026 12:48 PM	
	Tywanna Scott	Delivered: 6/8/2026 12:47 PM	Read: 6/8/2026 1:59 PM
	Dinah Dempsey	Delivered: 6/8/2026 12:48 PM	Read: 6/8/2026 1:43 PM
	Darrell White	Delivered: 6/8/2026 12:48 PM	Read: 6/8/2026 2:21 PM

Good afternoon Mr. Swanston,

Attached is the formal response to your protest dated **June 4, 2026**. A signed hard copy has also been sent via U.S. Mail for your records. Please contact me if you have any questions regarding this response.

Kind regards,



"If you can change your mind, you can change your life!"

William James

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AED:104.1



Compliance Department

Dr. Yolanda Jackson
Compliance Director



June 8, 2026

VIA EMAIL AND REGULAR MAIL

Bosun

Attn: Bill Swanston

3000 Old Alabama Road

Suite 119-348

Alpharetta, GA 30222

Project: Augusta Regional Airport Marketing Agency

Solicitation Number: RFQ/P 26-172

MBE Goal: 1%

WBE Goal: Waived

Protester/Proposer: Bosun

RE: RESPONSE TO PROTEST REGARDING NON-COMPLIANT DESIGNATION DUE TO INADEQUATE GOOD FAITH EFFORTS

Dear Mr. Swanston:

On April 20, 2026, at 11:00 a.m., a non-mandatory "Pre-Qualification/Proposal" conference was held in person in the Procurement Department's large conference room. Additionally, potential proposers were also allowed to attend virtually via Teams, which you acknowledged that you were in attendance.

During this RFQ/P conference, Mrs. Dinah Dempsey, DBE Contract Compliance Specialist, provided explicit instructions regarding the M/WBE goal and the required documents to be submitted with all proposals. The specific instructions identified, among other instructions, include the following:

- All documents related to the M/WBE goal (i.e. MBE Letter of Intent, MBE Utilization Form, Good Faith Efforts (GFE) Form and supporting documentation, etc.) are **required** to be submitted **with** the proposal.
- In order for any identified subcontractor's participation to count towards meeting the 1% MBE goal, the listed subcontractor must be certified in Augusta, Georgia's M/WBE program prior to the submission of the proposal.
- The GFE form **and** supporting documentation must be submitted if the proposer indicates not being able to meet the goal set for the solicitation **or** in the event of listing a subcontractor that is not certified in Augusta's M/WBE program. Examples of acceptable documentation for GFE are included in the specifications and discussed in the meeting.
- More importantly, instructions were given that the Compliance Department is the only department that Procurement will allow proposers to contact directly as long as it is related to the M/WBE goal.



Note: The Compliance Department was not contacted via phone or email by any proposer(s) including Bosun, who intended to submit a proposal for this solicitation prior to the proposal opening.

On April 29, 2026, **ADDENDUM NO. 1** was issued to which Bosun acknowledged receipt of in their submitted proposal. The Addendum included the following question and response:

“4. Question: Can you provide clarification on how to populate the Minority Utilization Summary on page 31? If we will not be subcontracting any portion of this bid, and our company is not a minority owned business, can that 1 % goal be met by the percentage of minority members of our team? Can you provide any sort of example of how the Minority Utilization Summary should be completed?

Response: Contractors do not "populate" the Minority Utilization Summary. To meet the 1 % utilization requirement, a chosen subcontractor must be certified in Augusta's MWBE program. Having "minority members" on a team does not count toward utilization.”

Again, clear confirmation was provided that the chosen subcontractor must be certified in Augusta's M/WBE program prior to submission of the proposal to the Procurement Department.

On May 12, 2026, at 11:00 a.m., a proposal submitted by your firm to the Procurement Department regarding this solicitation was received and opened. On May 27, 2026, your submitted documents related to the MBE goal were provided to the Compliance Department (see attached) and reviewed. The documents received were as follows:

- **LETTER OF INTENT** for Minority Participation listing “Picture Perfect Production & Editorial” as the subcontractor intended to be utilized on this project at a total of 14% utilization. However, Picture Perfect Production & Editorial **is not certified** in Augusta's M/WBE program and thus is not eligible to meet the 1% goal placed on this solicitation.
- **UTILIZATION STATEMENT** for Minority-Owned firms, again listing Picture Perfect Production & Editorial as the subcontractor intended to be utilized on this project at 14% and \$48,000.
- **GOOD FAITH EFFORTS** form again listing Picture Perfect Production & Editorial as the subcontractor intended to be utilized on this project. No documentation of any other attempts to contact any company certified in Augusta's M/WBE program was submitted.

DETERMINATION REGARDING PROTEST

The Compliance Department has reviewed the protest submitted by Bosun alleging that Bosun did demonstrate adequate GFE to comply with the MBE participation goal requirement. Based on the documentation submitted and the evaluation conducted by the Compliance Department it is determined that Bosun did not demonstrate adequate GFE and accordingly, the protest is **denied**.



BASIS FOR DETERMINATION

The M/WBE Ordinance requires proposers who do not meet the established MBE participation goal to demonstrate that they made GFE to obtain MBE participation using firms certified in Augusta's M/WBE Program. The determination of GFE is based on the quality, scope, and sincerity of the efforts undertaken, rather than solely on whether the established goal was achieved.

The Compliance Department's review determined that while Bosun did submit the required MBE forms, the listed subcontractor was not certified in Augusta's M/WBE program prior to proposal submission as required. Although permission was granted to all proposers to contact the Compliance Department directly with questions regarding the MBE goal, no attempt was made by Bosun to verify if their listed subcontractor was certified in Augusta's M/WBE program prior to the proposal submission.

There was no additional documentation submitted demonstrating compliance with the GFE requirements, outside of listing a non-certified subcontractor. These documents would include but are not limited to the following:

1. Solicitation of certified MBE firms through written notices, emails, telephone contacts, and other outreach efforts.
2. Documentation of communications and follow-up efforts with certified MBE firms.
3. Submission of records supporting outreach activities and responses received.

The Compliance Department evaluated these efforts in accordance with the standards established by the M/WBE Ordinance and determined that the proposer did not undertake reasonable and meaningful actions to secure MBE participation from subcontractors certified in Augusta's M/WBE program.

PROTEST ALLEGATIONS

In an email sent to the Procurement Department on June 3, 2026, the protest asserts the following:

"Bosun submitted its proposal in good faith and identified Picture Perfect Production & Editorial as our MBE partner based on our understanding that their Augusta M/WBE certification process had been completed. As recently as May 27, 2026, we contacted Augusta Procurement to confirm that Bosun was properly registered and participating in the RFQ/P process and were advised that the project remained under evaluation."

Augusta's Procurement Department is not responsible to verify the certification status of any listed subcontractors on any solicitations. That responsibility falls solely on the Compliance Department to which, again, Bosun made no attempt to contact for verification of the certification status of their listed subcontractor.

**The protest also asserts:**

"Following receipt of the non-responsive determination, we learned from Dr. Yolanda Jackson that Augusta's records reflected a different certification status than we understood at the time of submission. Picture Perfect is currently working to complete any remaining certification requirements."

On June 3, 2026, a 20-minute phone call was initiated by Mr. Swanston and included Mr. Willie Giles, Owner of Picture Perfect Production & Editorial. During this phone call Dr. Yolanda Jackson, Compliance Director, informed both Mr. Swanston and Mr. Giles that the online certification application for Picture Perfect Production & Editorial was started on May 8, 2026, but was not completed. In fact, Dr. Jackson checked the status of the application during the review of Bosun's submitted MBE documents and again while on the call with Mr. Swanston and Mr. Giles.

The certification application for Picture Perfect Production & Editorial was only 20% complete. Dr. Jackson informed Mr. Bosun and Mr. Giles that while she could see the completion status of the application, the application will not be forwarded for review until it is 100% complete and has all the required supporting documents. Again, Picture Perfect Production & Editorial was not certified in Augusta's M/WBE program prior to the submission of the proposal by Bosun as required.

Dr. Jackson also informed Mr. Swanston and Mr. Giles that obtaining certification **after** the review has been completed **will not** constitute a reconsideration of Bosun's status, as the listed subcontractors must be certified prior to the submission of the proposal. As of the date of this letter, the certification application for Picture Perfect Production & Editorial is still not complete sitting at only 74% completion.

Finally, the protest asserts:

"At no time did Bosun intend to misrepresent the status of our proposed MBE partner. We acted in good faith throughout this procurement process and respectfully request reconsideration of the non-responsive determination in light of these circumstances."

While Bosun ascertains that they "acted in good faith throughout this procurement process....", the fact remains that a true GFE to utilize a MBE firm certified in Augusta's M/WBE program was not exercised and again the protest is **denied**.

ADDITIONAL APPEALS PROCESS

If you further disagree with this finding, you may appeal in accordance with the Appeals process as outlined in Ordinance 7945, Exhibit B, Chapter 10C, Minority and Woman Owned Business Enterprise (MWBE) Program. Specifically, the following sections:



Dr. Yolanda Jackson
Compliance Director



Sec. 1-10-142. Appeals

Appeal of a decision of the Director of Compliance may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-143. Time for Filing Appeal

Appeals of a decision of the Director of Compliance **shall be filed in the Compliance Department not later than five (5) business days after receipt of such decision concerning good faith efforts.**

Should you have any questions regarding this determination, please contact the Compliance Department.

Sincerely,

Dr. Yolanda Jackson

Dr. Yolanda Jackson
Compliance Director

Attachment

cc: Andy Penick, Procurement Director
Nancy Williams, Contract Compliance Administrator (Procurement)
Herbert L. Judon, Jr., Executive Director Augusta Regional Airport
Lauren E. Smith, Deputy Director, Augusta Regional Airport
Mattie Sue Stevens, Deputy Administrator
Lanetha Pitts, Senior Staff Attorney

Yolanda Jackson

From: Bill Swanston <bill@bosun.com>
Sent: Friday, June 12, 2026 3:52 PM
To: Yolanda Jackson
Cc: Andy Penick; Nancy M. Williams; Herbert Judon; Lauren E. Smith; Mattie Sue Stevens; Lanetha Pitts; Tywana Scott; Dinah Dempsey; Darrell White; Caitlin Kinney; Simon Candy
Subject: [EXTERNAL] Re: Response to Protest of Non-Responsive Determination – RFQ/P 26-172 Airport Marketing Agency

Importance: High

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Dear Members of the Appeals Review Process,

This final appeal is not based on a disagreement with the Compliance Department. We understand that Bosun did not satisfy the technical requirements of the M/WBE program. The question is not whether a mistake was made. We made an error. Copy that.

What we're struggling with is the outcome. Bosun acted in good faith, identified a trusted minority-owned partner, secured a Letter of Intent, and committed 14% participation toward a 1% goal. Had we or our partner known their certification was incomplete, we would have taken whatever additional steps were necessary. ***But it's hard to solve a problem you don't know you have.*** While they understand the deadline has passed, as excellent partners, Picture Perfect has continued the approval process and is now awaiting a response from Compliance on next steps.

Admittedly, this is not exactly the first impression we had hoped to make. Twenty-five-plus years of client satisfaction would tell you we're considerably better at marketing airports than deciphering certification percentages. We'd be incredibly honored to partner with the marketing team. We'd much rather be discussing passenger growth than explaining how 14% became less than 1%.

We respectfully submit that a good-faith mistake made, and we humbly request one final consideration.

Respectfully,
Bill Swanston



Bill Swanston
Founder, President

BOSU

M 678-438-4189

O 770-642-7900

Frederick Swanston Sets Sail As Bosun

On Jun 8, 2026, at 12:47 PM, Yolanda Jackson <YJackson@augustaga.gov> wrote:

Good afternoon Mr. Swanston,

Attached is the formal response to your protest dated June 4, 2026. A signed hard copy has also been sent via U.S. Mail for your records. Please contact me if you have any questions regarding this response.

Kind regards,

<image001.png> "If you can change your mind, you can change your life!"

William James

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

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<Bosun's Protest Response.pdf><26-172 Bosun.pdf>

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Yolanda Jackson

From: Bill Swanston <bill@bosun.com>
Sent: Sunday, June 14, 2026 3:15 PM
To: Yolanda Jackson
Cc: Andy Penick; Nancy M. Williams; Herbert Judon; Lauren E. Smith; Mattie Sue Stevens; Lanetha Pitts; Tywana Scott; Dinah Dempsey; Darrell White; Caitlin Kinney; Simon Candy
Subject: Re: [EXTERNAL] Response to Protest of Non-Responsive Determination – RFQ/P 26-172 Airport Marketing Agency

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good morning Dr. Jackson,

Yes, I'd love to move forward with a hearing. We're just down the road, so it's no trouble to meet in person.

To ensure we follow the correct process, please do share any details of the hearing and what is and is not permissible.

Confirmed,
Bill



Bill Swanston
Founder, President

BOSU

M 678-438-4189

O 770-642-7900

Frederick Swanston Sets Sail As Bosun

On Jun 12, 2026, at 7:11 PM, Yolanda Jackson <YJackson@augustaga.gov> wrote:

Good afternoon Mr. Swanston,

The next appeal is a hearing and that has to be scheduled with the Augusta Commission's Administrative Committee. If you wish to move forward with a hearing, please confirm that

via this email chain. There is a process we have to follow to schedule the hearing and you will need to appear in person. I await your response

Kind regards,

<Image.jpeg>

“EVERYTHING you ever wanted is on the other side of fear.”

George Addair

From: Bill Swanston <bill@bosun.com>

Sent: Friday, 12 June 2026 15:51:52

To: Yolanda Jackson <YJackson@augustaga.gov>

Cc: Andy Penick <apenick@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>; Herbert Judon <HJudon@augustaga.gov>; Lauren E. Smith <LSmith@augustaga.gov>; Mattie Sue Stevens <MStevens@augustaga.gov>; Lanetha Pitts <LPitts@augustaga.gov>; Tywanna Scott

<TScott@augustaga.gov>; Dinah Dempsey <DDempsey@augustaga.gov>; Darrell White

<DWhite2@augustaga.gov>; Caitlin Kinney <caitlin@bosun.com>; Simon Candy <simon@bosun.com>

Subject: [EXTERNAL] Re: Response to Protest of Non-Responsive Determination – RFQ/P 26-172 Airport Marketing Agency

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Bill Swanston



Bill Swanston
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M 678-438-4189

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Frederick Swanston Sets Sail As Bosun

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William James

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EXHIBIT J - CERTIFICATION APPLICATION FOR LISTED FIRM NOT COMPLETED UNTIL JUN

Item 6.

Certification Application: Main Summary

[Main](#)
[Documents](#)
[Signature](#)
[Submit](#)
[Q & A](#)
[Utilities](#)
[MWBE](#)
[Cert List](#)

Picture Perfect Production & Editorial

Type: M/WBE Certification Application

App #: 1991466

Status: **Received & In Process**

Started: 5/8/2026

Submitted: 6/9/2026

The application is currently being reviewed.

Need Help?

[User manual](#)

M/WBE Certification Application Information

TYPE	M/WBE Certification Application
CERTIFYING AGENCY	Augusta Georgia
BUSINESS NAME	Picture Perfect Production & Editorial
CURRENT STATUS	Received & In Process
APPLICATION NUMBER	1991466
APPLICANT CONTACT PERSON	willie giles
ASSIGNED STAFF	Bonitha Forrest

[Reassign Record](#)

Only the Contact Person can access the application unless you reassign it or grant access through the Utilities tab by adding users to the Access List. Note: If you reassign the Contact Person, you will lose access to the application.

[Create Processing Record](#)[View Entire App](#)

Linked Certification Records

Type	Action	Date Created	Created By	Actions
MWBE	New	6/10/2026	Bonitha Forrest	Edit

 1 flag on this application.

Sections and Documentation

SECTION 1: BUSINESS INFORMATION

[View](#)

Complete: 6 completed of 6 required; 2 completed of 4 optional (by willie giles, 5/8/2026)

SECTION 2: CERTIFICATION INFORMATION

[View](#)

Complete: 4 completed of 4 required; 0 completed of 1 optional (by willie giles, 5/8/2026)

SECTION 3: GENERAL INFORMATION

[View](#)

Complete: 8 completed of 8 required; 0 completed of 0 optional (by willie giles, 6/4/2026)

SECTION 4: RELATIONSHIPS AND



Complete: 8 completed of 8 required; 0 completed of 0 optional (by

142

DEALINGS WITH OTHER BUSINESSES		willie giles, 6/4/2026)	Item 6.
SECTION 5: MAJORITY OWNER INFORMATION	 	Complete: 1 completed of 1 required; 0 completed of 0 optional (by willie giles, 6/4/2026)	
SECTION 6: CONTROL	 	Complete: 15 completed of 15 required; 0 completed of 0 optional (by willie giles, 6/6/2026)	
DOCUMENT LIST	 	Complete: 16 attached of 16 mandatory; 0 attached, 7 not applicable of 7 required	

Signature and Submittal			
SIGNATURE	 	Signed (willie giles, 6/9/2026)	
SUBMITTAL	 	Submitted (willie giles, 6/9/2026)	

Receipt and Processing			
RECEIVED	 	Received (Bonitha Forrest, 6/9/2026)	
IN PROCESS	 	Processing started (Bonitha Forrest, 6/10/2026)	

ARTICLE 9

APPEALS, PROTESTS AND REMEDIES

Sec. 1-10-81. Procurement protests.

Authority to Resolve Protested Solicitations and Awards.

- (a) *Right to Protest.* Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Procurement Director.
- (b) *Authority to Resolve Protests.* The Procurement Director and the Administrator shall have the authority, prior to a final decision by the Commission, to settle and resolve the protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- (c) *Decision of Procurement Director.* If the protest is not resolved by mutual agreement, the Procurement Director shall issue a decision in writing regarding the protest as specified in Section 1-10-83. The decision shall:
 - (1) state the reasons for the action taken; and
 - (2) inform the protester of its right to administrative review as provided in this Article.
- (d) *Notice of Decision.* A copy of the decision shall be mailed or otherwise furnished to the protestor and any other interested party.
- (e) *Finality of Decision.* A decision under Subsection (d) of this Section shall be final and conclusive, unless any person adversely affected by the decision files a timely appeal in accordance with Article 9 of this code.
- (f) *Stay of Procurements During Protests or Appeals.* In the event of a timely protest under section 1-10-82 of this Article, the Procurement Director shall not proceed further with the solicitation or with the award of the contract unless the Administrator, after consultation with the head of the using agency and General Counsel, makes determination that the award of the contract without delay is necessary to protect substantial interests of Augusta, Georgia. Such a determination may be made orally in a

Committee Meeting, a Commission Meeting or may be provided to the protestor in writing.

1-10-82. Filing of protest.

- (a) Protests shall be made in writing to the Procurement Director and shall be filed in within five (5) business days after the protestor knows or should have known of the facts giving rise thereto. A protest is considered filed when received by the Procurement Department. **Protests filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.**
- (b) *Subject of Protest.* Protestors may file a protest on any phase of solicitation or award including but not limited to specifications preparation, bid solicitation, award, or disclosure of information marked confidential in the bid or offer.
- (c) To expedite handling of protests, the written protest shall include as a minimum the following:
 - (1) the name and address of the protestor;
 - (2) appropriate identification of the procurement, and, if a contract has been awarded, its number;
 - (3) a statement of reasons for the protest; and
 - (4) supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.
- (d) *Requested Information; Time for Filing.* Any additional information requested by any of the parties should be submitted within the time periods established Procurement Director in order to expedite consideration of the protest. Failure of any party to comply expeditiously with a request for information by the Procurement Director may result in resolution of the protest without consideration of any information which is untimely filed pursuant to such request.
- (e) *Making Information on Protests Available.* The Procurement Director shall upon written request make available to any interested party information submitted that bears on the substance of the protest except where

information is proprietary, confidential, or otherwise prohibited from disclosure or required to be withheld by law or regulation. Persons who wish to keep such information submitted by them confidential should so request by specifically identifying such information within documents submitted, and indicating on the front page of each document that it contains such information.

Sec. 1-10-83. Decision by the Procurement Director

Time for Decisions. A written decision on a protest shall be made by the Procurement Director within ten (10) business days after receiving all relevant, requested information. If a protest is sustained, the Procurement Director may determine that the solicitation or award violates the law; or may make a determination that the solicitation should be cancelled in order to comply with the applicable law.

Sec. 1-10-84. Appeals.

Appeal of a decision of the Procurement Director may be requested by the protestor or any department involved in the protest. The appeal shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted.

Sec. 1-10-85. Time for filing appeal.

Appeals of a decision of the Procurement Director shall be filed in the Procurement Department not later than five (5) business days after receipt of such decision.

Sec. 1-10-86. Request for hearing and effect of untimely appeal.

A contractor or prospective contractor that has been notified of a denial of its protest action may request in writing an appeal to the Augusta, Georgia Commission. All appeals must be received by the Procurement Department within five (5) business days. **Appeals filed after the five (5) day period shall not be considered and are deemed a failure on the part of the protestor to exhaust administrative remedies.** Where no appeal (or an untimely appeal) is filed, the Procurement Director's decision is considered final and the award shall proceed.

Sec. 1-10-87. Notice of hearing.

If a timely appeal is filed by the protestor, the Procurement Director shall place the protest on the agenda of the Administrative Services Committee. The Clerk of Commission's Office shall provide public notice of the Administrative Services Committee agenda as required by law. In addition, the protestor shall be sent written notice of the time and place of the hearing. Copies of such notice shall be sent to the Augusta, Georgia General Counsel and the Department Director of the appropriate user department.

Sec. 1-10-88. Administrative Services Committee hearing procedures and effect of failure to appear at hearing. (Ordinance 7439 - Approved 11-19-13)

- (a) Protests appearing on the Administrative Services Committee shall be treated as any other Committee agenda item, except that the Protestor, or his or her representative, shall have the right to address the Committee and to present evidence in support of the protest for a maximum of ten (10) minutes. The Procurement Director and user department, or their representative, shall also have the opportunity to present evidence relating to the protest for a maximum of ten (10) minutes. The Chairman of the Administrative Services Committee may grant additional time equally to each party at his or her discretion.
- (b) After considering the evidence presented, the Administrative Services Committee shall make a recommendation to grant or deny the protest, or to send the item to the full Augusta, Georgia Commission without recommendation. Regardless of the action taken by the Committee, the protest shall be forwarded to the full Commission agenda for a final decision. The Clerk of Commission shall make an audio recording of the protest hearing and shall make such recording available to Commissioners within two (2) business days following the hearing.
- (c) **Procedure to Speak to Full Commission Regarding Protest.**
A protestor seeking to speak to the full Commission regarding his or her protest must submit a request in writing, including his/her address and the name of the procurement being protested, no later than 5:00 p.m. on the Wednesday preceding the next regularly scheduled Commission meeting that follows the Administrative Services Committee protest hearing. Such request shall be provided to the Clerk of Commission with a copy to be provided to the Procurement Director. When the protest is heard by the Commission, the protestor and the Procurement Director shall each have five (5) minutes to summarize the arguments and evidence presented to the

Administrative Services Committee. The Commission will not hold a new hearing and will not accept new evidence. If the protestor has not made a timely request to address the full Commission, the Commission may, at its discretion, dispose of the agenda item via the Consent Agenda.

- (d) Effect of Failure to Appear at Hearing. Failure on the part of the Protestor to appear before either the Administrative Services Committee or the full Augusta, Georgia Commission is considered **an abandonment of their right to appeal and a failure on the part of the protestor to exhaust administrative remedies.** The Procurement Director's decision is considered final and the award shall proceed accordingly. However, the Chairman of the Administrative Services Committee or the Mayor may, at his or her discretion, grant the Protestor one continuance to the next regularly scheduled Committee or Commission Meeting. Such continuance may only be granted during the Committee or Commission meeting and shall be recorded on the minutes of such meeting.

Sec. 1-10-89. Authority of Administrator to participate in procurement matters.

The Augusta, Georgia Administrator has the authority to:

- (a) communicate with the protestor and other interested parties to try to settle any dispute, or narrow the issues for matters to be presented to the Committee or Commission;
- (b) consult with the Procurement Director, the User Department and the General Counsel regarding the need for a stay pursuant to Section 1-10-81(f);
- (c) participate in all aspects of the procurement process as necessary to support the best interests of Augusta, Georgia.

Sec. 1-10- 90. Hearing procedures.

- (a) Hearings shall be as informal as may be reasonable and appropriate under the circumstances and in accordance with the applicable rules of the Administrative Services Committee and Commission. The Procurement Director shall provide the Administrative Services Committee and Commission with copies of the protest and the response of the Procurement Department.

- (b) Witnesses providing testimony at before the Administrative Services Committee or Commission shall testify under oath or affirmation.

Sec. 1-10-91. Determination of Commission; final decision.

The Commission's decision regarding a Protest is the final step in the Appeals process for Augusta, Georgia. The parties shall have thirty (30) days to file a judicial appeal of any such decision. Such appeal shall be by writ of certiorari to the Superior Court of Richmond County.

Sec. 1-10-92. Contract claims.

Decision of Augusta, Georgia Administrator. All claims by a contractor or vendor against Augusta, Georgia relating to a contract shall be submitted in writing to the Augusta, Georgia Administrator. The contractor or vendor may request a conference on the claims. Claims include, without limitation, disputes arising under a contract, and those based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission.

Sec. 1-10-93. Augusta, Georgia's right to amend bid solicitations or awards that are in violation of law.

Applicability. This section applies where it is determined by administrative review that a solicitation or award of a contract is in violation of applicable law. For purposes of this section administrative review shall refer to a review by the Procurement Director and/or Augusta, Georgia Administrator in consultation with the General Counsel.

- (a) *Prior to bid opening or closing date for receipt of proposals.* If prior to the bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Augusta, Georgia Administrator, and the Augusta, Georgia General Counsel, determines that a solicitation is in violation of federal, state, or local law or ordinance, then the solicitation shall be canceled or revised to comply with applicable laws.
- (b) *Prior to award.* If after bid opening or the closing date for receipt of proposals, the Procurement Director, after consultation with the Administrator or his designee, and the General Counsel determine that a solicitation or proposed award is in violation of federal, state or municipal

law, then the solicitation or proposed award shall be canceled.

- (c) *After award.* If, after an award, the Procurement Director, after consultation with the Administrator and the General Counsel, determines that a solicitation or award of a contract was in violation of applicable law, the following options shall be available to Augusta, Georgia:
- (1) The contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of Augusta, Georgia and the person or company awarded the contract has not acted fraudulently or in bad faith; or
 - (2) If services or work have not commenced under the contract, it may be terminated and declared null and void; or
 - (3) If services or work have commenced under the contract, it may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred for partially performing and in terminating its performance under the contract.



Administrative Services Committee Meeting

July 14, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the June 23, 2026 Administrative Services Committee Meeting.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



ADMINISTRATIVE SERVICES COMMITTEE MINUTES

Commission Chamber
Tuesday, June 09, 2026
1:05 PM

PRESENT:

Commissioner T. Slendak, V-Chair
Commissioner D. Clark, Member
Commissioner T. Lewis, Member
Commissioner F. Scott
Commissioner J. Johnson
Commissioner L. Wimberly
Commissioner Rice

ABSENT:

Commissioner B. Garrett

1. Receive as information the emergency request for the corrections to the gas lines and water lines at the Richmond County Correctional Institute in the amount of \$62,477.00 by Coleman Construction.

Motion to receive as information

Motion made by Lewis and seconded by Clark

Motion carried 3-0

2. Receive as information the emergency request for the facility assessment at the Richmond County Correctional Institute in the amount of \$34,500.00 by Johnson, Laschober & Associates.

Motion to receive as information

Motion made by Lewis and seconded by Clark

Motion carried 3-0

3. Request to **approve** the sole source procurement from Johnson, Laschober & Associates for the FEMA request for damages sustained during Hurricane Helene at the 5th Street Marina in the amount of \$90,000.00.

Motion to approve

Motion made by Lewis and seconded by Clark

Motion carried 3-0

4. Receive as information the emergency request for the replacement of the sewage lines at the Law Office in the amount of \$34,780.00 by Avrett Plumbing Company.

Motion to receive as information

Motion made by Lewis and seconded by Clark

Motion carried 3-0

5. Motion to **approve** the purchase of an additional mini compact excavator, at a total cost of \$88,752 from Yancey Brothers of Augusta, GA for the Utilities Department Fort Gordon division. (ITB #25 -249). Commission already approved the purchase of one excavator for Utilities on 2/17/26 utilizing the same bid.

Motion to approve

Motion made by Lewis and seconded by Clark

Motion carried 3-0

6. Discuss passed methods and procedures of putting items on the agenda as well as the Commission Addendum from Staff. **(Requested by Mayor Pro Tem Wayne Guilfoyle)**

Motion to receive as information

Motion made by Lewis and seconded by Clark

Motion carried 3-0

7. Motion to **approve** the minutes of May 26, 2026, Administrative Services Committee Meeting.

Motion to approve

Motion made by Lewis and seconded by Clark

Motion carried 3-0

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