ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber
Tuesday, April 14, 2026
1:20 PM

ADMINISTRATIVE SERVICES

1. Motion to approve bid #25-151 for the purchase of five 2025/2026 Service Trucks, enclosed utility style, to replace five dome trucks that have met the replacement criteria at a total cost of $690,540 from Ring Power Corporation for the Utilities Department.
2. For Information only: Human Resources Presentation
3. Present 2025 Statistics for Constituent Initiated Requests for Service
4. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development and support the construction of one single family unit to be sold to low income homebuyer.
5. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.
6. 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.
7. Motion to **approve** the minutes of the March 10, 2026 Administrative Services Committee Meeting.
8. Motion to approve of the following annual bid item, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Bid item 26-082A-Rebid - HVAC Maintenance for Engineering and Environmental Services to Gold Mech and 26-111A-Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for the Augusta Regional Airport to 1st Mechanical Services. The recommendation for the award is for a one-year term with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties.
9. Motion to receive as information an update on the SPLOST 8 waterpark project.
10. **Ms. Zakiya Mabery** update on data center policies and potential moratorium.

Administrative Services Committee Meeting

Meeting Date:

2026 Bid #25-151: Utilities-Construction – Service Truck, Enclosed Utility Style

Department: Central Services – Fleet Management

Presenter: Horace Green; Central Services Director

Caption: Motion to approve bid #25-151 for the purchase of five 2025/2026 Service Trucks, enclosed utility style, to replace five dome trucks that have met the replacement criteria at a total cost of $690,540 from Ring Power Corporation for the Utilities Department.

Background: The Utilities Department is requesting the following dome trucks to be replaced that have met the replacement criteria and surpassed life expectancy:

Current Asset	Mileage	Maintenance Cost	New Asset	Ring Power Corp.
208035, 2008 Ford F450	139,996	$ 27,296.52	2026 Ford F550	$138,108.00
208153, 2008 Ford F450	98,440	$ 74,911.54	2026 Ford F550	$138,108.00
210135, 2011 Ford F550	129,303	$ 54,566.85	2026 Ford F550	$138,108.00
210136, 2011 Ford F550	109,742	$ 87,904.98	2026 Ford F550	$138,108.00
211076, 2012 Ford F550	107,033	$ 57,891.12	2026 Ford F550	$138,108.00
Total Cost for Replacements				**$690,540.00**

Dome trucks are utilized to transport crews, equipment, and secure tools, traffic control equipment, safety supplies and other field materials for various jobs from rain, heat and debris. The lockable compartments minimize the risk of theft or loss of equipment. The specialized truck will support multiple functions including electrical maintenance, water/sewer repairs, and public works activities, making it a valuable shared resource.

Analysis: The Procurement Department published a competitive bid using the Demand Star application for a 2025/2026 Service Truck Enclosed Utility Style. Invitations to bid were sent to 21 vendors and only two responsive bids were received. Based on the two proposals received, Ring Power Corporation is the only compliant vendor for the diesel truck at a total cost of $138,108 for each truck, with an estimated delivery timeframe of 365 days from the date of purchase.

Financial Impact: Funding in the amount of $690,540 is available utilizing account numbers:

- 506-04-3410/54-22510 & 506-04-3430/54-22510

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

Recommendation: Motion to approve bid #25-151 for the purchase of five 2025/2026 Service Trucks, enclosed utility style, to replace five dome trucks that have met the replacement criteria at a total cost of $690,540 from Ring Power Corporation for the Utilities Department.

Funds are available in the following accounts: 506-04-3410/54-22510 & 506-04-3430/54-22510

REVIEWED AND APPROVED BY: N/A

Invitation to Bid

Sealed bids will be received at this office until **Friday, March 7, 2025 @ 11:00 a.m.** via ZOOM **Meeting ID: 835 1894 0380; Passcode: 749203** for furnishing:

Bid Item #25-144 **2025/2026 Vacuum Truck Direct Purchase for Augusta, GA – Central Services Department – Fleet Management**

Bid Item #25-151 **2025/2026 Service Truck, Enclosed Utility Style for Augusta, GA – Central Services Department – Fleet Management**

Bids will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of:

Darrell White, Interim Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the offices of Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901 **(706-821-2422).**

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, February 21, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.

No bids may be withdrawn for a period of ninety **(90)** days after bids have been opened, pending the execution of contract with the successful bidder.

***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 waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify, regardless of the number of employees. They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Darrell White, Interim Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

No bid will be accepted by fax or email, all must be received by mail or hand delivered.

DARRELL WHITE, Interim Procurement Director

Publish:
Augusta Chronicle January 30, 2025 and February 6, 13, 20, 2025
Metro Courier January 30, 2025

Augusta GEORGIA

Bid Opening: Bid Item #25-151 2025/2026 Service Truck, Enclosed Utility Style for Augusta, GA-Central Services Department/Fleet Management
Bid Due: Friday, March 7, 2025 @ 11:00 a.m.

Total Number Specifications Mailed Out: 21
Total Number Specifications Download (Demandstar): 8
Total Electronic Notifications (Demandstar): 33
GA Procurement Registry: 272
Total packages submitted: 2
Total Non-Compliant: 0

VENDORS	RING POWER CORPORATION 500 WORLD COMMERCE PARKWAY ST. AUGUSTINE, FL 32092	HERLONG FORD, INC. 775 AUGUSTA ROAD EDGEFILED, SC 29824
Attachment B	YES	YES
Addendum 1	YES	YES
E-Verify Number	402904	528025
SAVE Form	YES	YES
Exceptions	YES	YES
5.00 Chassis Requirements:		
5.01 Full-size truck, equipped	$72,044.00	$62,922.00
5.02 Full-size truck,equipped	$82,987.00	N/A
5.03 Heavy duty cooling package	INCLUDED	NO BID
5.04 Heavy duty electrical package	INCLUDED	NO BID
5.05 Heavy duty suspension pkg.	INCLUDED	$285.00
5.06 Trailer Tow Mirrors	INCLUDED	INCLUDED
5.07 Heavy duty Tow Package	INCLUDED	$627.00
5.08 Backup camera	INCLUDED	$546.00
5.09 Roof clearance lights	INCLUDED	INCLUDED
5.10 Black Platform Running Boards	INCLUDED	$418.00
5.11 Heavy duty Mats	INCLUDED	$200.00
5.12 Extra Set of Keys with Remote (3 Total)	INCLUDED	$900.00
5.13 Delivery Charge	INCLUDED	$150.00 PER VEHICLE
5.14 Initial Operator Fam Training	INCLUDED	INCLUDED

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6.00 Outfitter's Speciality Items:		
6.01 Fire Extinguisher	INCLUDED	$85.00
6.02 Outlet Receptacle	INCLUDED	$241.00
6.03 Electric Brake Controller	INCLUDED	$257.00
6.04 Service Body	$51,110.00	$19,337.00
6.05 J-hook railng for utility service body	INCLUDED	$529.00
6.06 Panel Top for Utility Service Body	INCLUDED	$15,138.00
6.07 Cargo Tie Downs	INCLUDED	$557.00
6.08 Grab Handles	INCLUDED	$195.00
6.09 Service Body bumper	INCLUDED	INCLUDED
6.10 Spotlights	INCLUDED	$2504.00 PER PAIR
6.11 Trailer wiring	INCLUDED	$101.00
6.12 Pintle Hook	INCLUDED	$231.00
6.13 Pipe vise	INCLUDED	$210.00
6.14 Spot mirrors	INCLUDED	$542.00
6.15 Window tint	INCLUDED	$200.00
6.16 Safety Cones	INCLUDED	$186.00
6.17 Master Bar Locking System for Compartments	INCLUDED	INCLUDED
6.18 Steel Drawer System	INCLUDED	$1,275.00
6.19 Tool box Option	INCLUDED	$2,370.00
6.20 Cable Steps in Rear	INCLUDED	$1766.00 PER PAIR

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7.00 Alert Warning Systems:		
7.01 Backup alarm	INCLUDED	$99.00
7.02 Magnetic LED Light	INCLUDED	$563.00
7.03 LED top mount light	INCLUDED	$736.00
7.04 Traffic advisor light bar	INCLUDED	$2,931.00
Service Truck, Enclosed Utility Style:		
Year	2025/2026	2025
Make	FORD	FORD
Model	F550	F550 CREW CAB/CHASSIS
Approximate Delivery Time	365 DAYS ARO	31st AUGUST 2025

Augusta GEORGIA

Central Services Department

Ron Lampkin, Interim Director
Laquona Sanderson, Fleet Manager
2760 Peach Orchard Road, Augusta, GA 30906
(706) 821-7174 Phone (706) 796-5077 Fax

D White 3/21/25

MEMORANDUM

TO: **Darrell White, Interim Director, Procurement Department**

FROM: **Ron Lampkin, Interim Director, Central Services Department**

DATE: **March 19, 2025**

SUBJECT: **Recommendation Memo for Bid #25-151 2025/2026 Service Truck, Enclosed Utility Style**

On May 7, 2025, two proposals were received for bid #25-151, 2025/2026 Service Truck, Enclosed Utility Style. Fleet Management recommends awarding Ring Power Corporation for the purchase of three units at $134,097 each, totaling $402,291.00.

Ring Power Corporation was the only vendor to provide a proposal for the diesel option. The department provided justification as to why the diesel engine option is more feasible for the day to day operations than the gasoline option. Diesel engines have significant advantages to include but not limitless to being more fuel efficient, having torque and power for heavy loads and providing a longer lifespan than gasoline engines. The funds are available in account #506-04-410/54-22910.

Thank you for your assistance. Feel free to contact Fleet Management with any questions or concerns.

RL/kb

MAR 21 '25 PM 1:30

Augusta GEORGIA

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Attachment B	YES	YES
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E-Verify Number	402904	528025
SAVE Form	YES	YES
Exceptions	YES	YES
5.00 Chassis Requirements:		
5.01 Full-size truck, equipped	$72,044.00	$62,922.00
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Service Truck, Enclosed Utility Style:		
Year	2025/2026	2025
Make	FORD	FORD
Model	F550	F550 CREW CAB/CHASSIS
Approximate Delivery Time	365 DAYS ARO	31st AUGUST 2025

Katie Cornelius

From: Anthony Arcuri
Sent: Tuesday, March 18, 2025 12:36 PM
To: Kaycee Braswell; Kelsey Henderson
Cc: Tess T. Thompson; Steve Little; Wes Byne; Laquona Sanderson
Subject: RE: Bid #25-151

Hi Kaycee,

Below is the justification requested on the F550 crew trucks.

Justification for Selecting the Diesel Engine Crew Truck over a Gasoline Engine Crew Truck

I am writing to present a justification for selecting a diesel engine truck over a gasoline engine truck for our [specific project, fleet, or operational purpose]. After careful analysis, I believe that opting for a diesel engine truck will offer significant advantages, particularly in the areas of fuel efficiency, operational costs, and long-term durability. Below are the key reasons for this recommendation:

1. Fuel Efficiency and Cost-Effectiveness
Diesel engines are generally more fuel-efficient than gasoline engines, offering better fuel mileage per gallon of fuel. This translates to a reduced frequency of refueling and lower overall fuel costs, which can significantly impact operational expenses, especially for long-distance or heavy-duty transportation needs. The cost savings from improved fuel efficiency will provide a strong return on investment over time.

2. Torque and Power for Heavy Loads
Diesel engines produce more torque at lower RPMs compared to gasoline engines, making them better suited for heavy-duty tasks such as hauling and transporting large loads. This enhanced power output ensures that the truck performs optimally, even under challenging driving conditions and when carrying substantial weight.

3. Durability and Longevity
Diesel engines are known for their durability and longer lifespan compared to gasoline engines. They are built to withstand higher compression, which generally results in a longer service life when properly maintained. This longevity reduces the frequency of vehicle replacements, offering greater value over time. In industries where trucks are used for demanding tasks, the robustness of a diesel engine is an invaluable asset.

4. Lower Carbon Emissions
Modern diesel engines are equipped with advanced emission control technologies, such as selective catalytic reduction (SCR) and diesel particulate filters (DPF). These systems reduce harmful emissions, ensuring compliance with increasingly stringent environmental regulations. Furthermore, the greater fuel efficiency of diesel engines means that, per mile driven, they tend to emit less CO2 than their gasoline counterparts.

5. Higher Resale Value
Diesel trucks often maintain a higher resale value than gasoline trucks due to their durability and strong demand in commercial transportation markets. This higher resale value can significantly offset initial costs and contribute to overall cost savings in the long run.

6. Better Performance in Various Environments
Diesel engines are more versatile in different weather and terrain conditions, particularly in cold climates, where gasoline engines may struggle with performance. Additionally, the higher torque makes diesel engines more effective in off-road or rugged environments.

7. Crew Familiarity
There is also the fact that these are the vehicles we currently operating with. Crews making the mistake of putting diesel in a gas engine out of habit would be catastrophic.

Given these points, it is evident that a diesel engine truck would offer superior performance, cost efficiency, and long-term reliability compared to a gasoline engine truck. I believe that this investment will help optimize our operations and improve the bottom line for Augusta Utilities.

Please feel free to reach out if you require any additional information or have any questions regarding this justification.

Thank you,

Tony Arcuri
Asset Protection Coordinator
Augusta Utilities
706-533-9311
AARCURI@augustaga.gov

From: Kaycee Braswell <KBraswell@augustaga.gov>
Sent: Wednesday, March 12, 2025 1:39 PM
To: Kelsey Henderson <KHenderson@augustaga.gov>; Anthony Arcuri <AArcuri@augustaga.gov>
Cc: Tess T. Thompson <TThompson@augustaga.gov>; Steve Little <slittle@augustaga.gov>; Wes Byne <WByne@augustaga.gov>; Laquona Sanderson <LSanderson@augustaga.gov>
Subject: Bid #25-151

Good Afternoon,

Fleet has received the vendor bids back for bid #25-151, 2025-2026 Dome Style, Service Truck. Attached are the vendors proposals and each vendor exceptions. Herlong Ford did not list a Diesel engine option. Also, let Fleet Management know how to proceed.

Kaycee Braswell l Fleet Operations Specialist
Augusta – Richmond County l Central Services Department
1568 Broad St Bldg. C l Augusta, Georgia 30901
(p) 706-821-2894 l (c) 762-622-0744
kbraswell@augustaga.gov l www.augustaga.gov

Augusta GEORGIA

Procurement Department

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

LETTER OF INTENT TO PURCHASE VEHICLE FROM RING POWER CORPORATION

This letter of intent dated, **March 11, 2026**, is to inform you that the Central Services Department – Fleet Management Division has concluded that we intend to purchase vehicles for the below listed Departments, utilizing:

Bid #25-251 2025/2026 Service Truck

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

1. **Buyer**: Augusta, Georgia – Central Services Department: Fleet Management Division
2. **Seller**: Ring Power Corporation
   500 World Commerce Parkway, St. Augustine, FL 32092
3. **Total Vehicles Total Purchase Price**: $691,540.00
4. **Source**: Bid #25-251 2025/2026 Service Truck

The following replacement vehicles to be purchased for the Utilities Department:

Current Asset	Mileage	Maintenance Cost	New Aset	Price
208035, 2008 Ford F450	139996	$27,296.52	2026 Ford F550	$138,108.00
208153, 2008 Ford F450	98440	$74,911.54	2026 Ford F550	$138,108.00
210135, 2011 Ford F550	129303	$54,566.84	2026 Ford F550	$138,108.00
210136, 2001 Ford 550	109742	$87,904.98	2026 Ford F550	$138,108.00
211076, 2012 Ford F550	107033	$57,891.12	2026 Ford F550	$138,108.00
Total Cost for Replacements				$690,540.00

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

Sincerely,

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

Attachments: Vehicle Purchase Price /Specifications/Quotes

Kaycee Gordy

From: Preston Wallin <Preston.Wallin@ringpower.com>
Sent: Friday, March 6, 2026 11:17 AM
To: Nancy M. Williams
Cc: Kaycee Gordy; Laquona Porter
Subject: [EXTERNAL] Re: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Hello Nancy,

If we are able to receive a Letter Of Intent from you, we can move forward with this opportunity and lock in pricing until we receive the PO from you. Please confirm when we will receive the PO from you so I can let our team know.

Thank you!

Preston Wallin
Utility Account Manager
P: 404.661.3081
E: Preston.Wallin@RingPower.com
Ring Power Corporation | 5397 Jonesboro Rd., Union City, GA 30291
Click to view our Product Guide

From: Nancy M. Williams <NWilliams@augustaga.gov>
Sent: Friday, March 6, 2026 11:08 AM
To: Preston Wallin <Preston.Wallin@ringpower.com>
Cc: Kaycee Gordy <KGordy@augustaga.gov>; Laquona Porter <lporter@augustaga.gov>
Subject: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

CAUTION [EXTERNAL]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

The next available date for our Commission approval is March 31st.

From: Preston Wallin <Preston.Wallin@ringpower.com>
Sent: Friday, March 6, 2026 8:19 AM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Kaycee Gordy <KGordy@augustaga.gov>; Laquona Porter <lporter@augustaga.gov>
Subject: [EXTERNAL] Re: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Good morning Nancy,

Thank you for reaching out about this opportunity!

I had a question regarding the timeline of when we could receive a Purchase Order (PO) for this opportunity. Would it be late April or sooner? Once I can get a better idea of the timeline, I will see what we can do on our end to hold pricing.

Thank you,

Preston Wallin
Utility Account Manager
P: 404.661.3081
E: Preston.Wallin@RingPower.com
Ring Power Corporation | 5397 Jonesboro Rd., Union City, GA 30291
Click to view our Product Guide

From: Nancy M. Williams <NWilliams@augustaga.gov>
Sent: Thursday, March 5, 2026 9:08 PM
To: Preston Wallin <preston.wallin@ringpower.com>
Cc: Kaycee Gordy <KGordy@augustaga.gov>; Laquona Porter <lporter@augustaga.gov>
Subject: 25-151 Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

CAUTION [EXTERNAL]: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please confirm that you will honor the prices as submitted in our bid for 25-151. We have attached a copy of your original submittal. The department has stated that they are ready to submit the item for award. Please respond no later than Monday, March 9, 2026. Please contact the Procurement Department with any questions in reference to this request.

Nancy Williams
Contract Compliance Administrator
Augusta Procurement Department
535 Telfair Street, Suite 605
Augusta, GA 30901
(P) 706-821-2888
(C) 706-564-8896

From: Kaycee Gordy <KGordy@augustaga.gov>
Sent: Tuesday, February 17, 2026 12:51 PM
To: Nancy M. Williams <NWilliams@augustaga.gov>
Cc: Laquona Porter <lporter@augustaga.gov>; Andy Penick <apenick@augustaga.gov>
Subject: FW: [EXTERNAL] Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Nancy,

The vendor has agreed to hold the pricing on bid #25-151 to place additional units requested by Utilities for 2026. Please let Fleet know if we can move forward with the purchases. Thank you.

Kaycee Gordy l Fleet Operations Specialist
Augusta – Richmond County l Central Services Department
1568 Broad St Bldg. C l Augusta, Georgia 30901
(p) 706-821-2894 l (c) 762-622-0744
kgordy@augustaga.gov l www.augustaga.gov

From: Preston Wallin <Preston.Wallin@ringpower.com>
Sent: Tuesday, February 17, 2026 11:19 AM
To: Laquona Porter <lporter@augustaga.gov>; Kaycee Gordy <KGordy@augustaga.gov>
Subject: [EXTERNAL] Ring Power -- Ford F-550 Enclosed Style Unit Quote And Specifications

Hello LaQuona and Kaycee,

Please see the attached quote and specifications for the Ford F-550 Enclosed Body style unit. I am able to hold the price per unit from the last three that are set to be complete and delivered to you soon (we have a separate email chain currently going on for the other three units). If we are able to get a PO from you in the next few weeks, the lead time for completion for four units is estimated to be September 2026.

Please let me know if I can help with anything further at this time.

Thank you,

Preston Wallin
Utility Account Manager
P: 404.661.3081
E: Preston.Wallin@RingPower.com
Ring Power Corporation | 5397 Jonesboro Rd., Union City, GA 30291

Click to view our Product Guide

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AED:104.1

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[**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.]

Quotation

Page 1 of 5

Ring Power Corporation
500 World Commerce Parkway
St. Augustine, FL 32092

Preston Wallin
Cell – (770) 771-7300

04/25/2025

Quote Number: 86700397

City of Augusta

Bid # 25-151 2025/2026 Service Truck, Enclosed Utility Style

Ford F550 4x2 Crew Cab 84CA (Diesel)

DESCRIPTION	DESCRIPTION
F550 4X2 CREW CHAS CAB DRW/203	120V/400W OUTLET
203 INCH WHEELBASE	TRAILER BRAKE CONTROLLER
OXFORD WHITE	HIGH CAPACITY TRAILER TOW PKG
VINYL 40/20/40 SEATS	40 GAL AFT OF AXLE FUEL TNK
MEDIUM DARK SLATE	350 AMP ALTERNATOR
PREFERRED EQUIPMENT PKG.660A	EXTRA HEAVY DUTY FRONT END SUS
.XL TRIM	PAYLOAD PLUS PACKAGE
.AIR CONDITIONING -- CFC FREE	REMARKS TRAILER
.AM/FM STEREO MP3/CLK	DUAL BATTERY
6.7L POWER STROKE V8 DIESEL	REAR VIEW CAMERA & PREP KIT
10-SPEED AUTO TORQSHIFT	19500# GVWR PACKAGE
225/70R19.5G BSW ALL POSITION	50 STATE EMISSIONS
4.30 RATIO LIMITED SLIP AXLE	
FORD FLEET SPECIAL ADJUSTMENT	
FLEET ADVERTISING CREDIT	
FRONT LICENSE PLATE BRACKET	
PLATFORM RUNNING BOARDS	

Dakota Bodies LLC.
134 Inches Long x 40 Inches High x ,94 Inches Wide
Chassis Cab to Axle (CA) of 84 Inches

Body Dimensions:

134	Inches - Body Length
94	Inches - Body Width
84	Inches - Chassis C/A
40	Inches - Compartment Height
22.25	Inches - Compartment Depth
49.5	Inches - Load Space Width
24	Inches - Top of Body to Top of Floor Dimension
18	Inches - Horizontal Compartment Height
None	Inches - Wheel Box Height

Body Materials:

16 ga Galvanneal	- Main Body Material
14 ga Galvanneal	- Compartment Tops Material
14 ga Galvanneal	- Wheel Panels Material
	- Dual fill cutouts
14 ga Galvanneal	- Front Bulkhead Material
NON-sliding front window in bulkhead	
18 ga Galvanized	- Shelving Material
Adjustable on Single Unistrut	- Shelving Mounting Style

Door Materials:

Standard, Double Panel	- Door Type
18 ga Galvanneal	- Inner Door Material
18 ga Galvanneal	- Outer Door Material
Stainless Steel Rod & Socket	- Door Hinge Style
5/16" Stainless Steel	- Door Rod Material
Gas Cylinder	- Vertical Door Holder Option
Chain	- Horizontal Door Holder Option
Single Point Whaletail (#31405) door latches	- Latch Type
Keyed Alike	- Lock Type

Floor and Understructure:

12 ga (.109) 4-Way Treadplate	- Bed Area Floor Material
Standard	- Body Frame Style
Formed	- Body Frame Material
6 Inch	- Body Frame Height

Accessories:
- Polished Cast Aluminum fenderettes (PN# 31346) (Installed with Cut-outs)
- Automotive bulb type weatherstripping mechanically fastened to door frame with rounded corners (Installed)
- Aluminum fuel cup for Gas or Diesel (PN# 31164)
- Masterlock - One (1) padlockable handle at the rear of side packs on each side. Hook and loop system for each door.

D-Ring Tie Down - Set of six (6)
- Galvanized D-Rings, surface mounted, bolted through floor.

Paint:
- Powdercoat Complete; Interior and Exterior, DB White
- Bumper and riser to be Powder Coated with "Black Lava" powder.

- Raptor liner applied to cargo area floor, bed area walls, interior of bulkhead, inside and top of tailgate
- LED rope lights installed on canopy interior
- Rubberized protective Undercoat

Streetside Compartmentation:

1st Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Two (2) Adjustable Shelves
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

2nd Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Two (2) Adjustable Shelves
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Horizontal Compartment:
50" Wide x 18" High x 22.25" Deep Compartment
- Vacant/Open Compartment

Rear Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- One (1) Adjustable Shelf
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Curbside Compartmentation:

1st Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Three (3) 3" high, full width materials drawers
- One (1) 4" high, full width materials drawer
- One (1) 5" high, full width materials drawer
- One (1) 6" high, full width materials drawer
- Aluminum drawer shell
- 250 Lbs capacity roller bearing slides

2nd Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- Two (2) Adjustable Shelves
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Horizontal Compartment:
50" Wide x 18" High x 22.25" Deep Compartment
- Vacant/Open Compartment

Rear Vertical Compartment:
28" Wide x 40" High x 22.25" Deep Compartment
- One (1) Adjustable Shelf
  - Divider Slots on 2'' Centers, with Two (2) Adjustable Dividers

Superstructure:
- Interior minimum clear height is 72 Inches
- 14 gauge galvanneal sides
- Bottom sill of door opening to be 12 gauge galvanneal
- There shall be Five (5) welded on hat stiffeners installed on roof of

superstructure
- Two (2) no powered roof vents - installed

Streetside:
- One (1) Fixed Shelf above the Streetside compartment top evenly spaced with 2" lips
- 2" Lip full length on Body Compartment Top - To be used as shelf
- One (1) Drop Down Double Panel Rear Access Door to SS Shelf
- Single Point Chrome Whale Tail Latch
- Stud mounted latches have hidden fasteners inside the door
- Rubber Bumper below Door on Body

Curbside:
- One (1) Fixed Shelf above the Curbside compartment top evenly spaced with 2" lips
- 2" Lip full length on Body Compartment Top - To be used as shelf
- One (1) Drop Down Double Panel Rear Access Door to CS Shelf
- Single Point Chrome Whale Tail Latch
- Stud mounted latches have hidden fasteners inside the door
- Rubber Bumper below Door on Body

- Rear Access Door for Superstructure.
- Aluminum Roll-up rear access door
- Manual Security Lock
- Sill Plate with Dam
- Pull Strap
- Brushed Texture Finish

Service Body Lighting: Surface mounted at rear of side packs (Installed)
- PN 31328 Rear Brake Light installed on top of superstructure
- Light Guards in Rear Compartments
- Two (2) Red surface mounted LED S/T/T and Reverse combination lights (PN# 31410) - One each side
- Two (2) Front marker lamps, Amber LED 3/4" button lights (PN#31403)
- Wired to Rear Clearance Light Circuit
- Two (2) Side marker lamps, Red LED 3/4" button lights (PN# 31402)
- Two (2) Rear marker lamps, Red LED 3/4" button lights (PN# 31402)
- Three (3) center light cluster, Red LED 3/4" button lights (PN# 31402)
- Two (2) side Red reflectors (PN# 31212).
- Wiring harness (PN#30999) . Optional adapter will need to be selected for chassis "Plug and Play".

Bumper:
- "Crash Zone" Style recessed rear bumper.
- Two (2) License plate lights installed in bumper - (PN# 31149)
- 2" receiver for vise mount on curbside.

Hook Railing - ship loose:
134 inches long 1" schedule 40 pipe with stand off brackets on each end and six (6) sliding material hooks

Mounting Kit:
- Universal Mounting Kit
- Front Mounts Built Into Body Frame
- Rear Mounts Paint Black DTM (Ship Loose)

Grab Handles:
- One (1) Bolt-On Chrome grabhandle for the side access of the body (Ship Loose)

Access Steps:
- Two (2) Cable type access steps for installation under the tail shelf, one (1) each side (Ship loose)

Install Components

- 1 - 5lb (ABC) Fire Extinguisher
- 1 - Sho-Me Model 14.0553 Outlet
- 2 - Unity 325 Spotlights mounted on chassis A-Pillars (Driver and Passenger)
- 1 - 7 Pin Trailer Plug
- 1 – Window Tint to include 6” strip on front windshield
- 2 – Blind Spot Mirrors
- 1 – Backup Alarm
- 1 – Whelen MC16M Mounted to center of cab roof with switch in cab
- 2 – Whelen TAD8 mounted front and rear of body
- 1 – Install of Service Body and Components per customer specifications
- 1 – DOT Inspection

Ford F550 4x2 Crew Cab 84CA DIESEL Price (Bid Section 5)	**$86,998.00**
Service Body and Installation Price (Bid Section 6, 7, 8)	**$51,110.00**
Sale Price:	**$138,108.00**

Notes:

1. Quotation valid for 30 days.
2. Price includes delivery to Augusta Fleet Management
3. Prices exclude any applicable taxes or license fees.
4. If Federal Excise Tax has not been included, you could still responsible unless a current exemption/resale certificate must be on file or provided with purchase order for tax exempt sale. Federal Excise Tax will be added if certificate is not supplied with order.
5. Terms: Net due upon delivery.
6. Chassis pricing is based upon current model year production availability. Any Federal mandated costs, such as 2010 emission requirements, will be passed on at cost.
7. Chassis requires clean frame rails, side and top. Relocation of chassis components, to facilitate equipment installation, will be in addition to above quoted price.
8. Quoted price does not include any applicable tariff surcharges.

Accepted By:

_____

PO Number: _____

Date: _____

Account Manager – Preston Wallin

Ring Power®
UTILITY | TRUCK | CRANE

Dear Valued Customer,

We want to make you aware of recent developments that may affect pricing on your current and future equipment orders. The Truck Equipment industry is being impacted by new executive orders imposing tariffs on certain materials and components critical to our products. These tariffs are creating volatility in material costs and supplier pricing, which remain subject to change.

As a result, the quoted prices provided to you does not currently include any potential tariff surcharges. While we work diligently to minimize the impact of these changes, please understand that final pricing may be adjusted to reflect any applicable tariff costs assessed prior to delivery and invoicing.

Here's what you can expect from us:

- We are actively working with our suppliers to mitigate additional costs and secure pricing wherever possible.
- We will communicate any tariff-related adjustments as soon as they are confirmed—our goal is to provide advance notice before final invoicing.
- While we cannot predict the exact effect tariffs may have, we will maintain transparency throughout the process.

We understand that price certainty is important, and we are committed to keeping any increases fair, justified, and directly tied to external factors such as tariffs or material surcharges.

If you have any questions or concerns, please reach out to your Account Manager. We greatly appreciate your understanding as we navigate these evolving conditions and remain committed to delivering the quality and value you expect from Ring Power.

Thank you for your continued trust and support.

Best regards,

Ring Power Utility | Truck | Crane

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2012 Ford F550	Asset Number:	**211076**

Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.

Signature of Director/Elected Official: FWByrne

Name of Director/Elected Official: Frank Byrne

Purchase Date: 12/16/2011

Purchase Price: $49,363.00

Current Mileage: ~~16,813~~ 107,033 Current Hours: N/A

Replacement Criteria Scoring

	Score	Details
Miles/Hours	10	
Type of Service	3	
M&R Cost	5	117% - $57,891.12
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**28**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $57,891.12 which is 117% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year: 2026

Funding Source: Utilities Funds

Fleet Manager Approval:

Name of Fleet Manager: Laquona C. Porter, Fleet Manager

Central Services Director Approval:

Name of Director: Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2011 Ford F550	Asset Number:	**210136**

Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.
Signature of Director/Elected Official:	FWByrne
Name of Director/Elected Official:	Frank Byrne

Purchase Date:	12/30/2010		
Purchase Price:	$49,363.00		
Current Mileage:	109,742		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	11	
Type of Service	3	
M&R Cost	5	178% - $87,904.98
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**29**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $87,904.98 which is 178% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Potter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	08 Ford F450	Asset Number:	**208153**
Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.		
Signature of Director/Elected Official:	FW Byrne		
Name of Director/Elected Official:	Frank Byrne		
Purchase Date:	7/10/2008		
Purchase Price:	$43,621.00		
Current Mileage:	98,440		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	10	
Type of Service	3	
M&R Cost	5	172% - $74,911.54
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**28**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $74,911.54 which is 172% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2011 Ford F550	Asset Number:	**210135**
Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.		
Signature of Director/Elected Official:	FWByrne		
Name of Director/Elected Official:	Frank Byrne		
Purchase Date:	12/30/2010		
Purchase Price:	$49,363.00		
Current Mileage:	129,303		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	13	
Type of Service	3	
M&R Cost	5	111% - $54,566.85
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**31**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $54,566.85 which is 111% of the purchase price.This truck is also in need of an engine replacement estimated at $26,000.00. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year:	2026
Funding Source:	Utilities Funds
Fleet Manager Approval:	
Name of Fleet Manager:	Laquona C. Porter, Fleet Manager
Central Services Director Approval:	
Name of Director:	Horace Green, Central Services Director

Central Services Department - Fleet Management Division
Replacement Evaluation Form

Asset Information			
Department Name:	Utilities-Construction	Date:	17-Feb-26
Org Key:	506-04-3410		
Vehicle Description:	2008 Ford F450	Asset Number:	**208035**

Assigned Use:	Specialized truck that tansport crews and equipment for water and sewer maintenance, infrastructure repairs and emergency service response. The enclosed body is needed to secure tools, traffic control equipment, safety supplies and other field materials for various jobs.

Signature of Director/Elected Official: FWB
Name of Director/Elected Official: Frank Byrne

Purchase Date:	6/5/2008		
Purchase Price:	$43,621.00		
Current Mileage:	139,433		N/A
		Current Hours:	

Replacement Criteria Scoring

	Score	Details
Miles/Hours	14	
Type of Service	4	
M&R Cost	3	62% - $27,296.52
Reliability	5	
Condition	5	Age, Wear and tear
Total Score	**31**	

Fleet Manager Recommendation:

Fleet Management recommends replacement based total cost and repairs of $27,296.52 which is 62% of the purchase price. Also, the critical components of this vehicle are becoming obosolete. Replacement is recommended to maintain fleet reliability, safety and cost efficiency.

Planned Replacement Year: 2026
Funding Source: Utilities Funds

Fleet Manager Approval:
Name of Fleet Manager: Laquona C. Porter, Fleet Manager
Central Services Director Approval:
Name of Director: Horace Green, Central Services Director

Mathews Motors
1351 Gordon Hwy,
Augusta, GA 30901

Rush Truck Center
2925 Gun Club Rd.
Augusta, GA 30907

Freightliner of Augusta
2930 Riverwest Drive
Augusta, Georgia 30907

Penske
1501 Dixon Airline Rd
Augusta, GA 30906

Padgett Truck Bodies & Equipt
2026 Jefferson Davis Highway
Graniteville, S.C. 29829

West Georgia Mobile Hydraulics
98 Edge Road
Post Office Box 266
Villa Rica, GA 30180

Dale Earnhardt Jr Chevrolet
Attn: Joshua Williams
3127 West Tennessee St
Tallahassee, FL 32304

Nichols Fleet Equipment
Attn: David Nichols
2401 East 31st Street
Chattanooga, TN. 37407

Peach State Freightliner
6535 Crescent Drive
Norcross, GA 30071

Cherokee Truck Equipment
550 Discovery Place
Mableton, GA 30126

Milton Ruben Chevrolet
3514 Washington Rd
Augusta GA 30907

Christopher Trucks
1601 White Horse Rd.
Greenville, SC 29605

Fontaine Truck Equipment Co
9827 Mount Holly Road
Charlotte, NC 28214

Diversified Fabricators, Inc
1325 Highway 41 Bypass S.
Griffin, Ga. 30224

Wade Ford
3860 S. Cobb Drive SE
Smyrna, GA 30082

JC Lewis Ford
Attn: Mr. Cleve White
6922 Veterans Memorial Pkwy
Statesboro, Ga 30458

Diversified Fabricators, Inc
Attn: Don Vermer
1325 Highway 41 Bypass S.
Griffin, Ga. 30224

Fairway Ford
4333 Washington Road
Evans, GA 30809

Thomson Chrysler Dodge
Attn: Mac McAllister
2158 Washington Road
Thomson, GA 30824

O.G.Hughes & Sons
4816 Rutledge Pike
Knoxville, TN 37914

Milton Ruben Chrysler Dodge
3518 Washington Road
Augusta, GA 30907

RON LAMPKIN
CENTRAL SERVICES

BID ITEM# 25-151
2025/2026 Service Truck, Enclosed Utility Style FOR AUGUSTA, GA-CENTRAL SERVICES
BID DUE 3/7/25 @ 11:00 a.m.

KAYCEE BRASWELL
FLEET MANAGEMENT

BID ITEM# 25-151
2025/2026 Service Truck, Enclosed Utility Style FOR AUGUSTA, GA-CENTRAL SERVICES
MAIL DATE: 1/30/25

PHYLLIS JOHNSON
COMPLIANCE

BIDDERS LIST

BID (✓) RFP ( ) RFQ ( ) ITEM # 25-151

DATE	Company Name & Contact Person	Complete Mailing Address	SPEC #	MAILED BY
2/17/25	Herlong Ford Commercial Vehicle Center Charles Burch	775 Augusta Highway Edgefield, SC 29824 (emailed Add 1 on 2/24/25)	1	JH

Tywanna Scott

From: bidnotice.donotreply@doas.ga.gov
Sent: Thursday, January 30, 2025 11:34 AM
To: Tywanna Scott
Subject: [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000102

Dear Tywanna Scott,
tscott@augustaga.gov

Please review the particulars of an event for 72155-AUGUSTA, CITY OF furnished below.

Event Number: PE-72155-NONST-2025-000000102
Event Title: 25-151 Service Truck Enclosed Utility Style
Event Type: Non-State Agency

Process Log
2025/01/30 11:31:44 : Log starts for - 22945370 - EVENT_RELEASE_TO_SUPL
2025/01/30 11:31:48 : Email Process Log for the Event#: PE-72155-NONST-2025-000000102
2025/01/30 11:31:48 : Email Batch# 2501307750
2025/01/30 11:31:48 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/01/30 11:33:38 : Total No of Contacts found for sending Email: 272
2025/01/30 11:33:38 : No of Email(s) not sent due to Bad Email Address: 0

The sourcing event can be reviewed at:
https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000102&sourceSystemType=gpr20

01/30/2025 11:33:38 AM

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Click here to find out how Euna Procurement can better help your purchasing team

Planholders

Add Supplier | Export To Excel

Supplier (8)

Supplier	Download Date
Dodge Data	01/30/2025
Hendrick Automotive Group	02/05/2025
Legacy Brothers INC	03/03/2025
One Nation Distribution LLC	01/31/2025
Onvia, Inc. - Content Department	01/30/2025
Phil Brannen Ford of Perry	02/03/2025
Ring Power Corp - WCC	03/03/2025
Stivers Ford South of Union City	03/03/2025

Add Supplier

Supplier Details

Supplier Name	Dodge Data
Contact Name	Bonny Mangold
Address	4300 Beltway Place, Ste 150 , Arlington, TX 76018
Email	dodge.docs@construction.com
Phone Number	413-376-7032

Documents

Filename	Type	Action
25-151_ITB	Bid Document / Specifications	View History
25-151_ADD1	Addendum	View History

Administrative Services Committee

April 14, 2026

Human Resources Presentation

Department:	N/A
Presenter:	N/A
Caption:	For Information only: Human Resources Presentation
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
REVIEWED AND APPROVED BY:	N/A

Augusta
GEORGIA

HUMAN RESOURCES
STRATEGIC PLAN 2026-2030

Department of Human Resources

Empowering People. Advancing Performance. Shaping the Future of Work.

PREPARED BY :

Anita Rookard, MBA|MPA|SHRM-PMQ
Director Of Human Resources

Message from the Director of Human Resources

Human Resources continues to evolve from a primarily administrative function into a strategic partner that strengthens organizational capacity, supports leadership, and enhances the employee experience across Augusta-Richmond County.

Advancements in technology, changing workforce expectations, and increasing service demands require HR to focus not only on compliance and transactions, but on culture, capability, and organizational effectiveness. Our work is centered on ensuring employees are engaged, supported, and equipped to serve the community with excellence.

This Strategic Plan reflects a deliberate shift toward long-term workforce sustainability, operational efficiency, and strategic alignment with the Commission's priorities. The goals and initiatives outlined were developed collaboratively with HR leadership, staff, department directors, and executive leadership and will continue to evolve as organizational needs change.

Anita Rookard, MBA|MPA|SHRM-PMQ
Human Resources Director

Vision:
Create a high-performing, engaged, and future-ready workforce where employees feel valued, developed, and supported.

Mission:
Transform Human Resources into a strategic, technology-enabled, people-centric function that attracts, develops, and retains top talent while enhancing employee experience and organizational performance.

Core Values:

- **Freedom to Inquiry** – We encourage innovation, curiosity, and continuous improvement.
- **Integrity** – We build trust through transparency, accountability, and ethical conduct.
- **Inclusiveness & Respect** – We value diversity, collaboration, and mutual respect.
- **Responsibility to Our Employees** – We steward our workforce with care, foresight, and purpose.

Strategic Pillars

The Strategic Pillars in this plan represent the core areas where Human Resources will focus our efforts to strengthen the organization and better support our employees and leaders.

Each pillar is intentional — from building a stronger talent pipeline and improving the employee experience, to expanding learning opportunities, modernizing performance practices, and using technology to work smarter and more effectively.

Just as important, these pillars reflect our commitment to employee well-being, clear communication, and maintaining trusted relationships across the organization.

Together, they provide a practical roadmap for how HR will continue to grow as a strategic partner while helping Augusta-Richmond County build a workforce that is engaged, supported, and prepared for the future.

1. Talent Management & Workforce Planning
2. Experience & Engagement
3. Learning & Development (LMS Transformation)
4. HR AI & Digital Innovation
5. Performance Management Modernization
6. Mental Health & Well-Being
7. Employee Relations & Communication

Talent Management and Workforce Planning

Goal: Build a sustainable pipeline of skilled, diverse, and high-performing talent.

Key Initiatives:

- Implement workforce planning and succession frameworks
- Strengthen recruitment marketing and employer branding
- Reduce time-to-hire and vacancy rates
- Launch leadership and high-potential programs
- Expand internship and early-career pipelines

Outcomes by Year 5:

- 25% reduction in critical role vacancies
- 90% of leadership roles with ready successors
- Improved diversity representation in leadership

Employee Experience & Engagement

Goal: Deliver a consistent, positive experience across the employee lifecycle.

Key Initiatives:

- Map employee journey (hire → retire)
- Launch employee experience surveys twice annually
- Introduce digital HR service portal
- Create recognition and rewards programs
- Improve onboarding and offboarding experiences

Outcomes by Year 5:

- Engagement scores increase by 15%
- Reduced voluntary turnover by 20%
- HR service satisfaction ≥90%

Learning & Development (LMS Transformation)

Goal: Build a continuous learning culture through the new LMS**.**

Key Initiatives:

- Deploy LMS with role-based learning pathways
- Offer leadership, compliance, and career development tracks
- Introduce micro-learning and mobile access
- Track learning completion and skill progression
- Tie learning to performance and succession planning

Outcomes by Year 5:

- 85% course completion rates
- 70% employees with active development plans
- Internal promotion rate increased by 30%

HR AI & Digital Innovation

Goal: Leverage AI to improve efficiency, insights, and employee service.

Key Initiatives:

- AI chatbots for HR inquiries
- Predictive analytics for turnover and staffing risks
- AI-assisted recruiting and resume screening
- Automated sentiment analysis from surveys
- Personalized learning recommendations in LMS

Outcomes by Year 5:

- 40% reduction in HR transaction time
- Real-time workforce dashboards
- Improved decision-making through data insights

Mental Health & Well Being

Goal: Establish continuous, fair, and growth-focused performance practices.

Key Initiatives:

- Replace annual reviews with continuous feedback cycles
- Implement goal alignment system
- Train managers in coaching conversations
- Introduce performance calibration
- Link performance to learning and career mobility

Outcomes by Year 5:

- 90% employees receive quarterly feedback
- Increased high-performer retention
- Stronger accountability culture

Performance Management Moderization

Goal: Normalize well-being as a core part of organizational culture.

Key Initiatives:

- Expand Employee Assistance Programs
- Mental health awareness training for managers
- Wellness challenges and resources
- Burnout risk monitoring
- Safe reporting and support channels

Outcomes by Year 5:

- Reduced stress-related absences
- Higher participation in wellness programs
- Increased perception of psychological safety

Employee Relations & Communication

Goal: Strengthen trust, transparency, and connection across 3,000 employees.

Key Initiatives:

- Quarterly town halls and listening sessions
- Manager communication toolkits
- Anonymous feedback channels
- HR Business Partner Model expansion
- Clear escalation and issue-resolution processes

Outcomes by Year 5:

- Faster resolution of employee concerns
- Higher trust in leadership scores
- Consistent communication across departments

5-Year Implementation Roadmap
Year Phase Key Initiatives

Year	Phase	Key Initiatives
Year 1	**Foundations**	• Launch LMS • Map Employee Experience • Establish Workforce Planning • Introduce Engagement Surveys • Begin HR AI Pilot (Chatbot)
Year 2	**Expansion**	• Leadership Development Programs • Continuous Performance Model • AI Recruiting Tools • Well-being Initiatives Rollout
Year 3	**Optimization**	• Succession Planning Fully Operational • Predictive Analytics Dashboards • Personalized Learning Pathways • Expanded Recognition Programs
Year 4	**Integration**	• All HR Systems Integrated • AI-Driven Workforce Insights
Year 5	**Excellence**	• HR Recognized as a Strategic Partner • High Engagement and Retention • Fully Data-Driven People Decisions • Culture of Continuous Growth & Well-being

Key Success Metrics (KPIs)

- Vacancy & turnover rates
- Time-to-hire
- Engagement scores
- LMS completion & skill attainment
- Internal promotion rates
- HR service satisfaction
- Performance feedback frequency
- Wellness participation
- Employee relations case resolution time

Governance & Accountability

- HR Steering Committee
- Quarterly KPI dashboards
- Annual strategy refresh
- Leadership alignment sessions

Expected Organizational Impact

- Stronger talent pipeline
- Higher employee engagement
- Improved leadership readiness
- Faster, smarter HR service delivery
- Healthier, more resilient workforce
- Data-driven HR decisions
- Trusted relationships across 3,000 employees

This Strategic Plan serves as a guiding framework for how Human Resources will continue to evolve and support the organization over the next five years.

While the initiatives outlined provide clear direction, our success will ultimately depend on collaboration, adaptability, and a shared commitment to our people. As workforce needs continue to change, HR will remain focused on listening, learning, and adjusting our approach to ensure we are meeting the needs of employees, leaders, and the community we serve.

Together, we will build a stronger, more connected, and future-ready workforce that reflects the values and mission of Augusta-Richmond County.

Anita Rookard, MBA|MPA|SHRM-PMQ
Human Resources Director

Administrative Services Committee

Meeting Date: March 24, 2026

311 Annual Report Presentation

Department:	Office of the Administrator
Presenter:	Kelli Walker, 311 Manager
Caption:	Present 2025 Statistics for Constituent Initiated Requests for Service
Background:	Augusta 311 recently celebrated National 3-1-1 Day! Statistics for the 2025 calendar year reveal totals from various communication channels along with performance data by Department. Thank you for the opportunity to be of service to Augusta.
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
REVIEWED AND APPROVED BY:	Tameka Allen, Administrator

Augusta 311 (2025 Statistics)

What does 311 do?

CENTRAL SERVICES
1,749

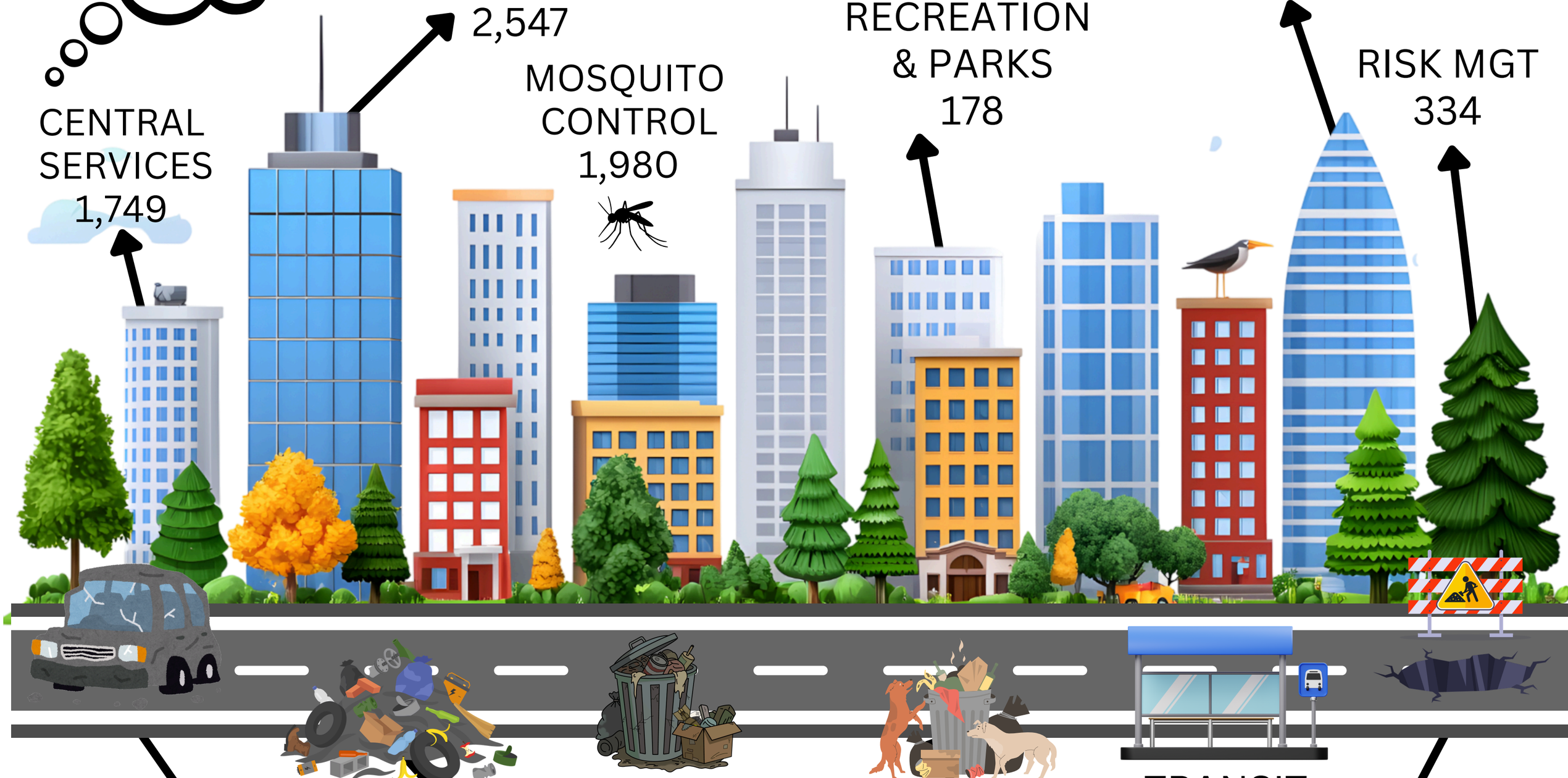
PLANNING & DEVELOPMENT
2,547

MOSQUITO CONTROL
1,980

RECREATION & PARKS
178

UTILITIES
1,910

RISK MGT
334



SHERIFF'S OFFICE
1,008

MARSHAL'S OFFICE
1,068

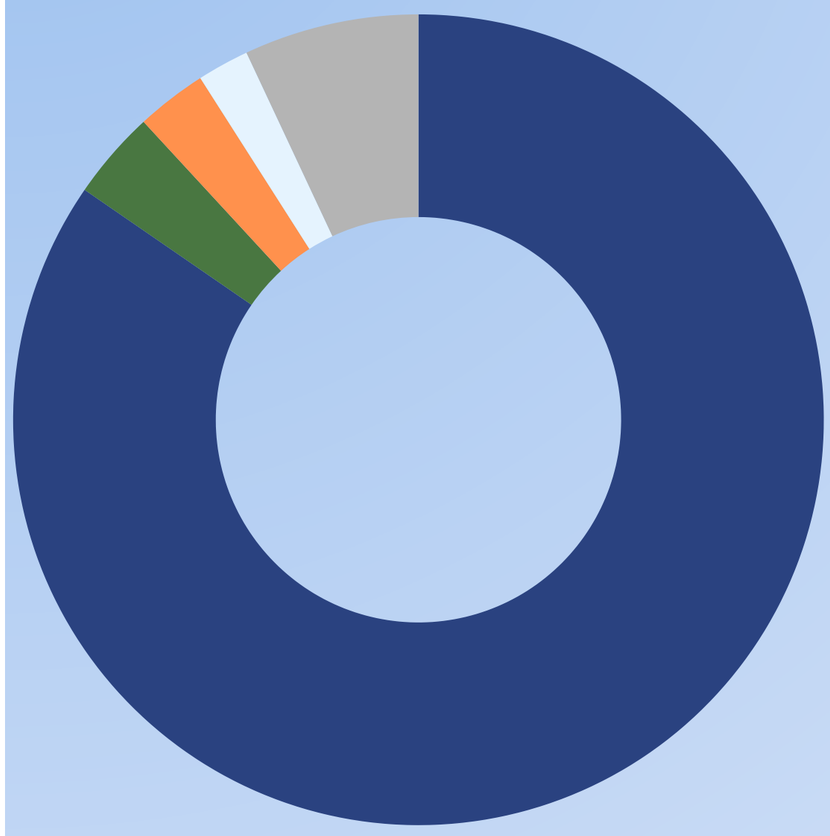
ENVIRONMENTAL
28,339

ANIMAL SERVICES
898

TRANSIT
75

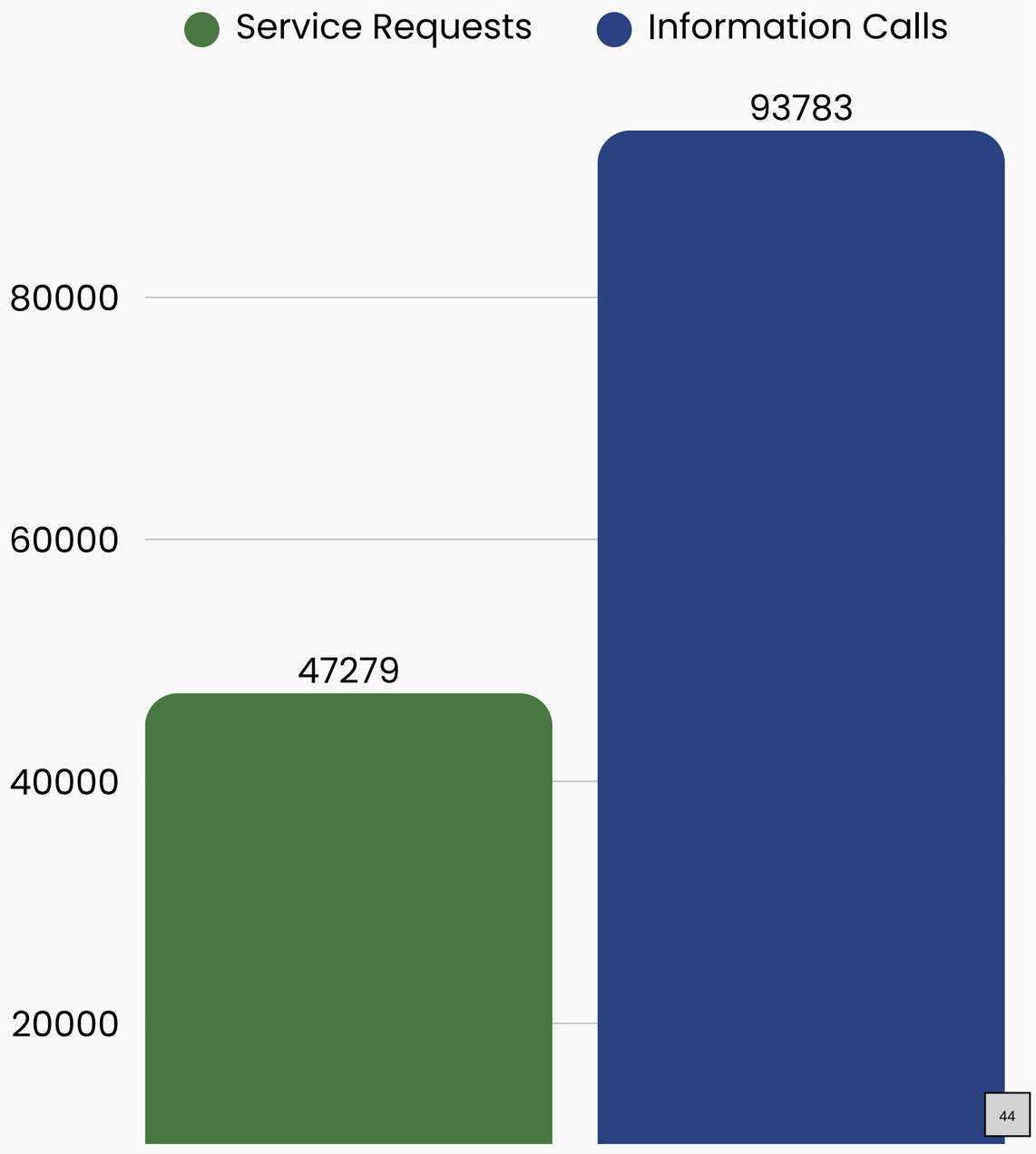
ENGINEERING
7,133

Communication Channels



115,439	Phone Calls
4,832	Emails
3,844	Mobile App
2,825	Web Portal
9,516	AI Chat

2025 Constituent Interactions



2025 District Totals

District Totals

47,279

District 1

8,635

District 2

6,399

District 3

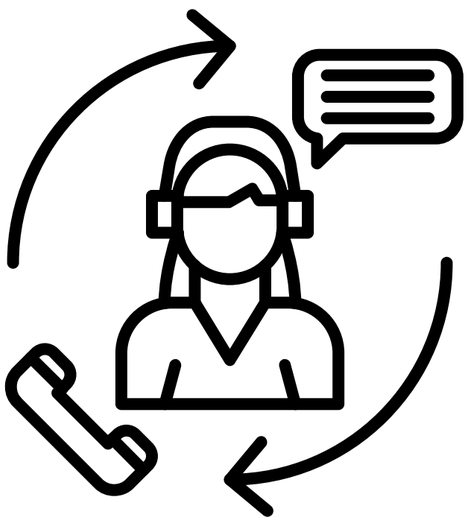
5,892

District 6

5,470

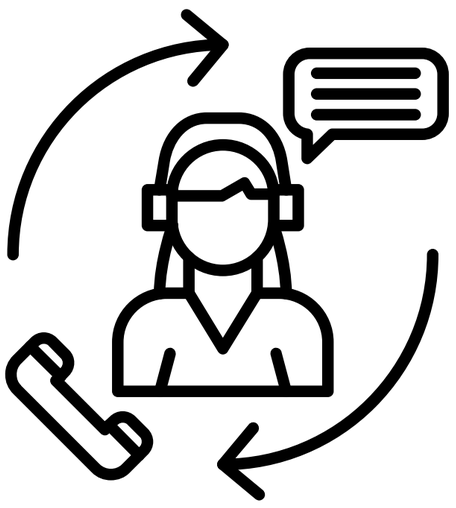
District 4

4,973



Super District 9

26,206



Super District 10

21,073

District 7

5,434

District 5

6,199

District 8

4,277

Customer comes to you with a need

Use expertise to find a Solution

Evaluation & review

Customers needs are met

Provide updates and progress

Augusta 311 (Information Only Calls)

Information Only calls do not require a request for service due to a few factors. Information Only calls are department or agency specific questions or follow-ups to existing requests. The following information shows how often the call center interacts with constituents throughout the calendar year.

Department	Count	Department	Count
2-1-1	124	Coastal	83
9-1-1	502	Columbia County	476
Accountability Court	2	Comcast (WOW)	74
Administrator’s Office	348	Compliance	11
Ambulance Services	8	Coroner’s Office	4
Animal Services	1,393	DFACS	19
Atlanta Gas Light	30	DNR	4
Augusta Regional Airport	4	DMV	30
Board of Education	21	DOT	141
Board of Elections	179	Disaster Assistance	50
CERES	2,203	District Attorney	50
Central Services	1,130	Drug Court	5
Civil and Magistrate Court	425	Emergency Management	21
Clerk of Commission	135	Engineering Department	8,943
Clerk of Superior Court	478	Engineering - Admin	58

Augusta 311 (Information Only Calls)

Department	Count	Department	Count
Engineering - Maintenance	2,794	HR - Benefits	46
Engineering - Traffic	355	HR - Compensation	21
Environmental Services	48,342	Information Technology	2,077
Extension Office	8	Jefferson Energy	41
FEMA	289	Jury Services	125
Finance	386	Juvenile Court	8
Finance - Risk Management	138	Land Bank Authority	13
Finance - Fleet Complaints	10	Law Department	19
Fire Department	110	Library	14
GIS	28	Marshal’s Office	2,186
Georgia Forestry	36	Mayor’s Office	63
Georgia Power (Streetlights)	283	Mosquito Control	424
Georgia Power - Outage	83	Non-Government Issue	1,900
Health Department	99	PPDR (Personal Property)	45
HCD - Housing	106	Planning and Development	4,946
HCD - Programs	53	Probate Court	382
HR - HeathStat	23	Probation Services	5

Augusta 311 (Information Only Calls)

Department	Count
Procurement	49
Public Defender	31
RCCI	1
Recreation and Parks	573
Shelter Information	3
Sheriff's Office	2,213
Solicitor's Office	790
State Court	239
Superior Court	235
Tax Assessor	120
Tax Commissioner	353
Team Rubicon	32
Transit	155
Utilities	6,375
Total	**93,783**

Departmental Statistics

Service Requests by Department

Animal Services

- 898 Request (Avg. 11 Days) 100% Complete

Abandonment
21
Avg. 2.2 Days

Animal Attack
3
Avg. 1.8 Days

Barking
19
Avg. 9.8 Days

Confined
28
Avg. 0.3 Days

Cruelty
16
Avg. 95 Days

Dead
316
Avg. 0.8 Days

Dog Fight
3
Avg. 1 Days

Hot Car
1
Avg. 1 Days

Injured
8
Avg. 0.4 Days

Investigate
23
Avg. 60.2 Days

Protective Custody
23
Avg. 7.5 Days

Stray Animal
420
Avg. 10 Days

Trap Request
17
Avg. 2.3 Days

Service Requests by Department

Central Services

- 1,749 Requests (Avg. 16 Days) 96% Complete

AC/ Heating Issue
242
Avg. 10 Days

Appliance Issue
32
Avg. 14 Days

Beazley Rm. Request
165
Avg. 31 Days

Boat Dock Issue
6
Avg. 57 Days

Brick Damaged
5
Avg. 19 Days

Ceiling Issue
64
Avg. 26 Days

Construction Project
24
Avg. 23 Days

Custodial Request
18
Avg. 30 Days

Debris Removal
3
Avg. 12 Days

Door Issue
187
Avg. 14 Days

Drinking Fountain
15
Avg. 43 Days

Electrical Issue
115
Avg. 10 Days

Floor Issue
29
Avg. 42 Days

Furniture Move
128
Avg. 12 Days

Grounds Maint.
45
Avg. 42 Days

Service Requests by Department

Central Services Cont.

Gutter Maint.
5
Avg. 13 Days

Lighting Issue
166
Avg. 14 Days

Painting Request
24
Avg. 33 Days

Pest Issue
5
Avg. 29 Days

Plumbing Issue
378
Avg. 10 Days

Roof Issue
26
Avg. 27 Days

Vandalism
8
Avg. 16 Days

Wall Issue
39
Avg. 11 Days

Window Issue
20
Avg. 35 Days

Service Requests by Department

Planning and Development (Code Enforcement)

- 2,547 Requests (Avg. 43 Days) 83% Complete

Additional Duties
986
Avg. 25 Days

Int. Property Code
297
Avg. 118 Days

IPMC Housing
71
Avg. 47 Days

Nuisance
887
Avg. 74 Days

Reassign - Dept
251
Avg. 17 Days

Tires
3
Avg. 20.2 Days

Zoning
52
Avg. 61 Days

Request Types

Abandoned Building - 121	Odors - 30	Trash & Debris - 519
Building in Disrepair - 166	Overgrowth - Private - 1,053	Trees Private Property - 147
Commerical Trucks - 33	Raw Sewage - 17	Unsanitary Conditions - 88
Fence Height - 7	Scrap Tires - 1	Visibility Issues - 99
Illegal Business Operations - 55	Signs - Private Property - 8	Zoning Violations - 37
Living in Camper - 17	Tenant Complaints - 149	

Service Requests by Department

Engineering (Maintenance, Construction, Traffic)

- 7,133 Requests (Avg. 76 Days) 69% Complete

Creek Request
72
Avg. 83 Days

Construction Issue
77
Avg. 14 Days

Curb/ Gutter
87
Avg. 92 Days

Ditch Request
549
Avg. 109 Days

Driveway Request
43
Avg. 84 Days

Erosion Complaint
103
Avg. 67 Days

Flooding
122
Avg. 65 Days

GDOT Issue
151

IA Review
88
Avg. 27 Days

Litter Complaint
39
Avg. 2 Days

Low Hanging Limb
251
Avg. 83 Days

New Sign Request
66
Avg. 88 Days

Pothole
921
Avg. 70 Days

Retention Pond
88
Avg. 95 Days

Repave/ Resurface
103

Service Requests by Department

Engineering (Cont.)

Road Scrape
36
Avg. 129 Days

ROW Request
733
Avg. 84 Days

Sidewalk Request
126
Avg. 111 Days

Sign Issue
323
Avg. 68 Days

Sign Down
219
Avg. 58 Days

Sinkhole
249
Avg. 79 Days

Encroachment Permit
509
Avg. 139 Days

Storm Drain Request
593
Avg. 77 Days

Street Sweeping
216
Avg. 75 Days

Streetlight Issue
192
Avg. 74 Days

Restripe Request
84
Avg. 63 Days

Stump Removal
35
Avg. 96 Days

Traffic Signal
410
Avg. 29 Days

Tree Removal
422
Avg. 69 Days

Vegetation
224
Avg. 89 Days

Service Requests by Department

Environmental Services- 28,339 Requests

Admin Review
1,085

Assisted Collections
50

Billing Inquiry
1,058

Care and Diligence
229

Cart Request
3,954

Cart Removal
1,723

Cart at Road
116

Collection Issue
8,450

Delivery Cart
1,497

Illegal Dumping
631

Landfill Request
57

Leaks and Spills
30

New Start
698

Out of Compliance
288

Property Damage
98

Service Requests by Department

Environmental Services (Cont.)

Repair Carts
2,233

Replace Carts
2,262

Request Courtesy
1,131

Vacant Lot Cuts
1,463

Missed Pickup
1,346

Service Requests by Department

Marshal's Office

- 1,068 Requests (Avg. 34 Days) 94% Complete

Inoperable Vehicle
347
Avg. 92 Days

Vehicle Complaint
13
Avg. 21 Days

Burning (3-3-6)
9
Avg. 3 Days

Homeless Activity
7
Avg. 2 Days

Illegal Dumping
499
Avg. 8 Days

Litter Complaint
91
Avg. 9 Days

Nuisance
68
Avg. 25 Days

Operating w/o License
1
Avg. 2 Days

Property Damage
2
Avg. 15 Days

Scrap Tires
8
Avg. 3 Days

Sign Issue (ROW)
21
Avg. 4 Days

Truck Time Limit
2
Avg. 14 Days

Service Requests by Department

Recreation and Parks

- 178 Requests (Avg. 93 Days) 70% Complete

Athletic Fields
3
Avg. 102 Days

Brick Damaged
3
Avg. 142 Days

Cemetery Request
7
Avg. 92 Days

Clean Restroom
1
Avg. 5 Days

Grounds Maintenance
24
Avg. 94 Days

Park Amenities
12
Avg. 66 Days

Park Maintenance
76
Avg. 94 Days

Parking Lot
2
Avg. 160 Days

Playgrounds
4
Avg. 83 Days

Plumbing Issue
6
Avg. 102 Days

Recreation Center
3
Avg. 76 Days

Special Event
1
Avg. 15 Days

Sprinkler
7
Avg. 83 Days

Trails/Boardwalks
7
Avg. 87 Days

Tree Removal
4
Avg. 80 Days

Service Requests by Department

Finance - Risk Management

- 334 Requests (Avg. 18 Days) 97% Complete

Property Damage
304
Avg. 17 Days

Vehicle Complaints
30
Avg. 27 Days

Request Types

Bodily Injuries Related to Slips/Trips/Falls
Fallen Trees
Flooding
Guard Rail Damage
Landscaping
Manhole Covers/ Missing Water Valves
Potholes
Sewer Back-Ups
Utility Cuts

Service Requests by Department

Sheriff's Office

- 1,008 Requests (Avg. 17 Days) 87% Complete

Abandoned Vehicle
532
Avg. 20 Days

Homeless Activity
248
Avg. 14 Days

More Coverage
141
Avg. 12 Days

Noise Complaints
48
Avg. 17 Days

Obstruction - Street
16
Avg. 8 Days

Speeding
23
Avg. 14 Days

Service Requests by Department

Public Transit

- 76 Requests (Avg. 110 Days) 98% Complete

Bus Driver Complaint
8
Avg. 178 Days

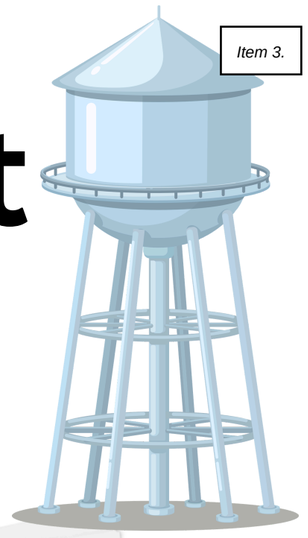
Bus Malfunction
1
Avg. 110 Days

Stop/ Shelter Maint.
14
Avg. 179 Days

Rural Issue
1

Transit Complaint
52
Avg. 81 Days

Service Requests by Department



Utilities

- 1,920 Requests (Avg. 25 Days) 95% Complete

Cleanout
34
Avg. 11 Days

Dress Up
56
Avg. 159 Days

Customer Complaint
5
Avg. 37 Days

Discolored Water
50
Avg. 32 Days

High/Low Pressure
184
Avg. 6 Days

Hydrant Trouble
143
Avg. 27 Days

Meter Trouble
582
Avg. 13 Days

Manhole Issue
86
Avg. 5 Days

Rodents
56
Avg. 2 Days

ROW Clearing
17
Avg. 46 Days

Sewer Backup
158
Avg. 13 Days

Sewer Odor
31
Avg. 6 Days

Sinkhole
182
Avg. 34 Days

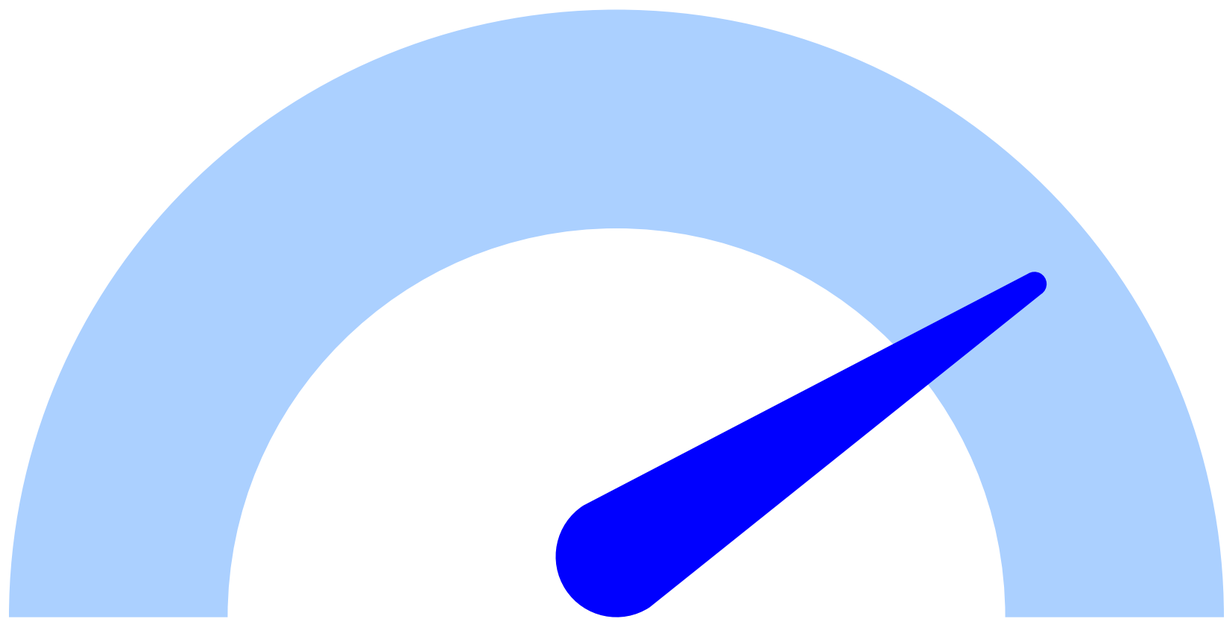
Utility Cut
50
Avg. 16 Days

Water Leaks
316
Avg. 21 Days

Augusta 311

Statistics

Augusta 311 Performance Review

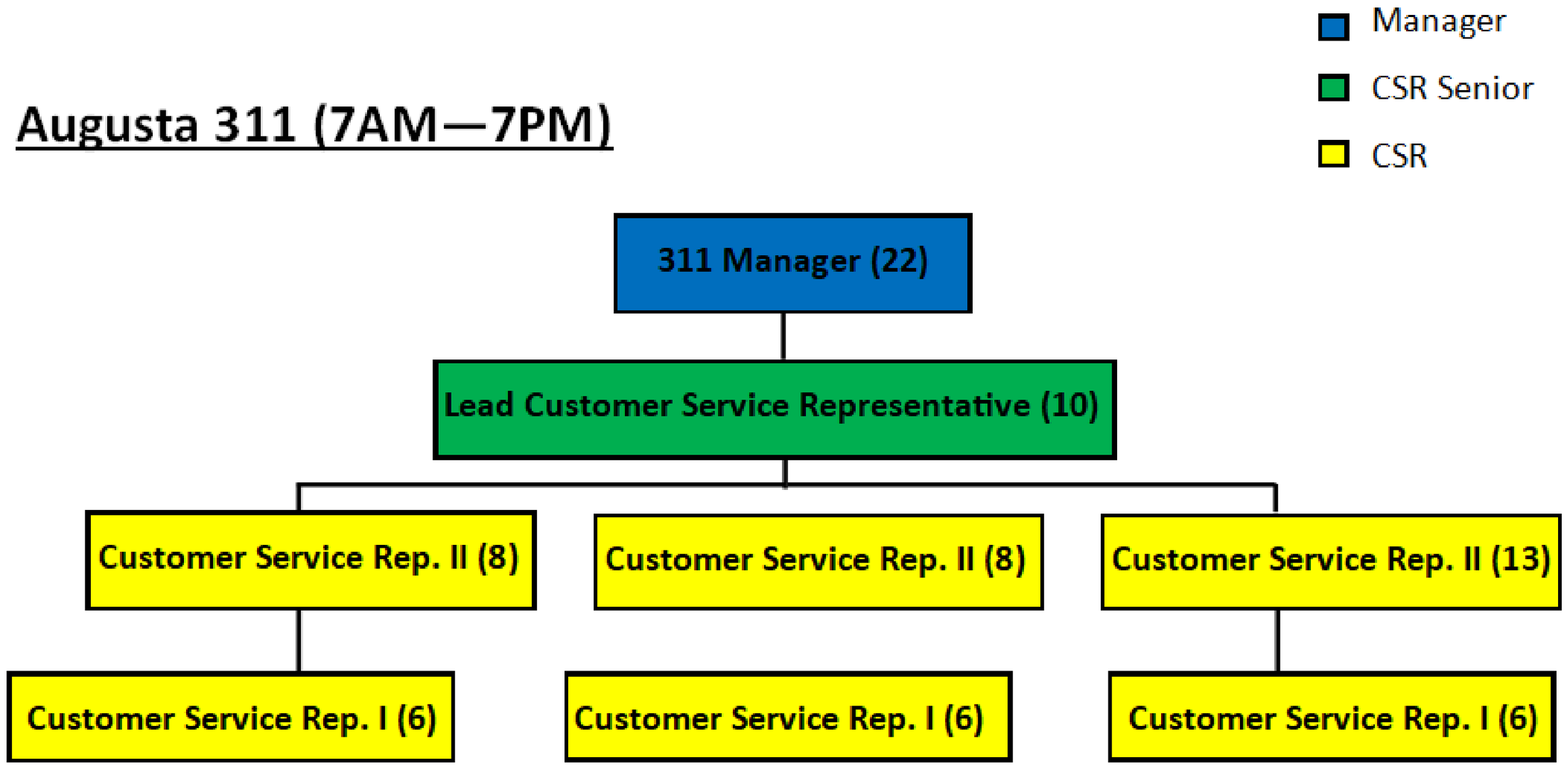


2025 Answer Rate “79%”

Augusta 311 received a total of 159,639 calls in 2025. 115,439 calls came in during normal business hours of 7AM - 7PM (Monday through Friday) with 90,982 answered.

Calls Presented:		Calls Handled:	Abandoned/ Dequeued:	Average:	
24/7	7am-7pm			Wait Time	Call Time
159,639	115,439	90,982	17,420/7,018	00:02:34	00:03:25

CURRENT ORGANIZATION CHART



-**Note:** 1 Customer Service Representative II position that works out of the Augusta 311 Office is funded by the Engineering and Environmental Services Department

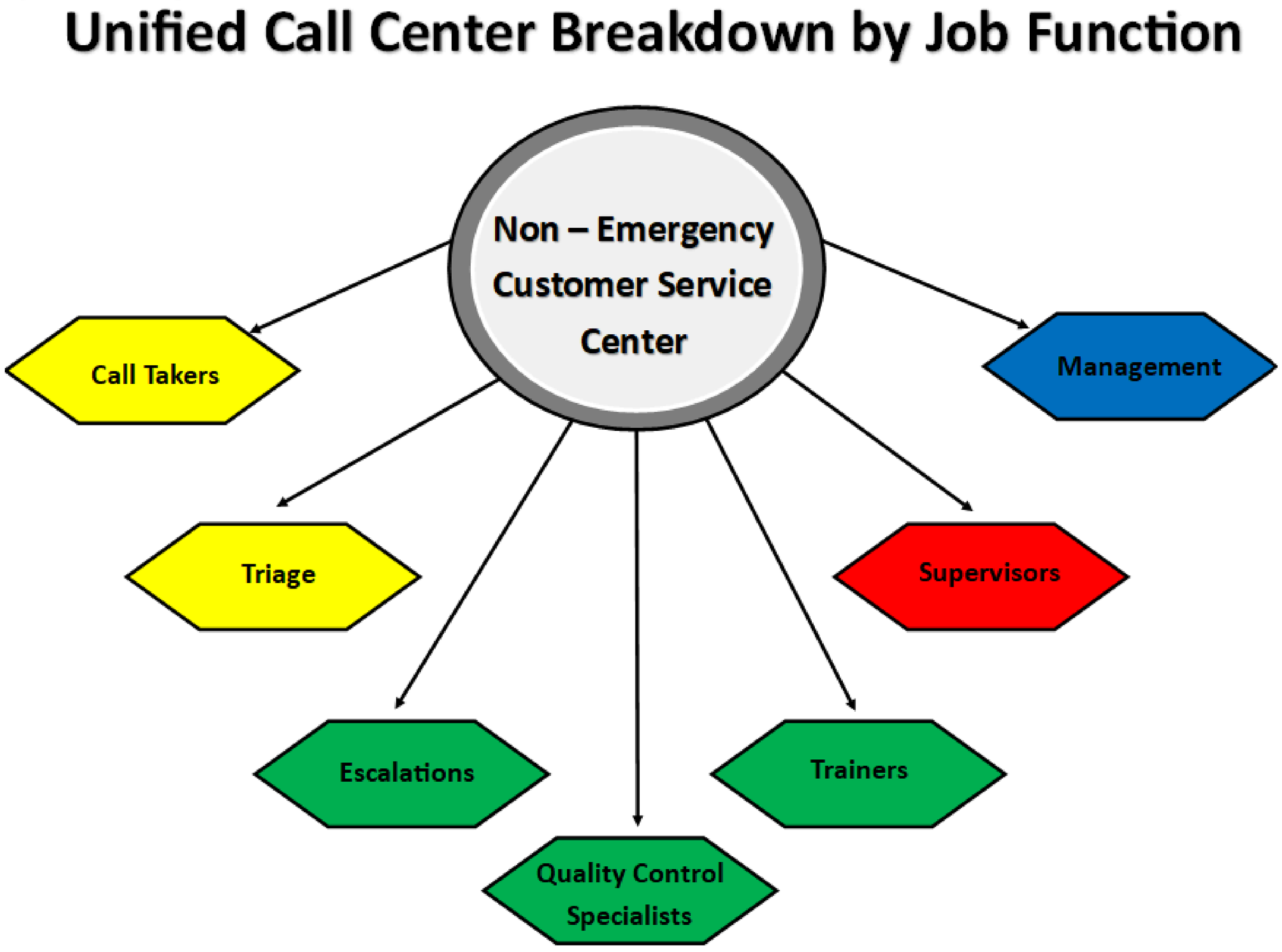
3 Year Strategic Plan

The annual call volume for Augusta 311 is not decreasing. The table below shows total calls, average call time and average wait time for the last 4 years. How do we continue to advocate for constituents and provide services in a timely fashion?

Year	Total Calls	Total Handled	Call Time	Wait Time
2022	123,864	72,777	03:34	01:30
2023	138,209	67,011	03:33	02:24
2024	196,847	107,115	03:22	02:43
2025	159,639	90,982	02:34	03:25

Path Forward

- Continue to market mobile, web and chat communication channels
- Increase presence at community events to spread awareness
- Implement Artificial Intelligence (AI) voice features
- Evaluate opportunities to increase efficiency through consolidated operations by creating a unified call center



Administrative Services Committee Meeting

Meeting Date: 04/14/2026

HCD_ Augusta/CSRA Habitat for Humanity Funding Request

Department: HCD

Presenter: Charles Jackson and/or HCD Staff

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

Background: Augusta/CSRA Habitat for Humanity has completed two single family units under the supervision and guidance of South Augusta Urban 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 a single family unit:

Augusta/CSRA Habitat for Humanity is requesting:

- 608 Macon Avenue, Augusta, GA 30901: Funding Request: $98,262.65

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 two 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 provide funding to Augusta/CSRA Habitat for Humanity

to continue development and support the construction of one single family to be sold to low income homebuyer.

Funds are available in the following accounts: Housing and Urban Development (HUD) Funds: HOME Partnership Grant 22107 3212 5225110

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

AUGUSTA/CSRA HABITAT FOR HUMANITY

In the amount of

$ 98,262.65

Ninety-Eight Thousand Two Hundred Sixty-Two Dollars & 65/100

For Fiscal Year **2024**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"608 Macon Avenue – 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

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 608 Macon Avenue, 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, ordinces 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 2024 HOME Program funds for construction costs related to the development of one (1)) single family unit at 608 Macon Avenue in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

i. 608 Macon Avenue, 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 2024 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: Richmond Hill Road. on the West; Anne Street on the East; Ruby Drive on the South; and Richard Roads on the North and its designated geographic boundaries approved by AHCD.

D. **Project Eligibility Determination**

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

ARTICLE II. BUDGET AND METHOD OF PAYMENT

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

A. Funds

Augusta shall designate and make HOME Program funds available in the following manner: **$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. <u>Project Financing</u>

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. <u>Timetable for Completion of Project Activities</u>

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 contrite in 30 days and call the note due.

D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

ARTICLE XI. NOTICES

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

Augusta will receive all notice at the address indicated below:

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

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: _____ Date:_____
Augusta, GA Law Department

By: _____ Date: _____
Garnett L. Johnson
Mayor

By: _____ Date:_____
Charles Jackson
Interim Director, HCD

SEAL

_____
Lena Bonner
Clerk

ATTEST: **HABITAT FOR HUMANITY**

BY:_____ _____

Its: _____ Date

_____ _____
Plain Witness Date

APPENDIX A

Statutes:

24 CFR Part 92, HOME Investment Partnerships Program ("HOME")

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document
Contract and Subcontract Activity Report
Monthly Report
Quarterly Report
Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

1. *Monthly/Quarterly Progress & Financial Reports*
   Due the 15th of the month for each new quarter.

2. *Annual Progress Report (January 16th)*

3. *Audit/Financial Report by April 30th*

4. *Contract & Subcontract Activity Report Due with each Request for Payment*

5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*

6. *Habitat for Humanity shall establish and maintain an Affirmative Marketing file to hold advertisements, flyers, and other public information. Must also keep records of its activities in implementing the affirmative marketing plan, including other community outreach efforts and its annual analysis.*

7. *Habitat for Humanity shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:

   A. "Standard Building Code", 2000 Edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   B. "Standard Plumbing Code", latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   C. Standard Mechanical Code, latest edition, Southern Building Congress, International, Inc., Birmingham, Alabama.

   D. "National Electric Code", latest edition, National Fire Protection Association, Quincy, Massachusetts.

   E. Model Energy Code, 1997, Council of American Building Officials.

   F. "ADA Accessibility Guidelines for Buildings and Facilities", Department of Justice, American with Disabilities Act of 1990".

   G. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.

   H. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).

   I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972.

   J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f').

2. Eligible Contractors: Any contractor desiring to bid on HOME projects may apply for inclusion on the HCD Approved Contractor List. Applications will be processed and either approved or disapproved within 10 working days. Under no circumstances will 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 2024 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: 04/14/2026

HCD_Approval to Award 2024 HOPWA Funds to East Augusta CDC to continue the HOPWA (Housing Opportunities for Persons with Aids)

Department:	HCD
Presenter:	Charles Jackson and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.
Background:	East Augusta Community Development Corporation (EACDC) has provided HOPWA services win the CSRA for over five years. During the past year, EACDC lost their devoted executive director. During this time lapse, HCD did not move forward to provide funding as to the uncertainty of the program. EACDC has requested that they be able to move forward and continue to provide valuable services to those in need. EACDC has continued to provide services to the community with previous years' funding and now is requesting additional funds.
Analysis:	Approval of the contract will allow East Augusta CDC to provide HOPWA Services to residents in Augusta, GA and surrounding area.
Financial Impact:	HCD will utilize Housing Opportunities for Persons with Aids (HOPWA) funding received through its annual allocation from Housing and Urban Development in the amount of $ 200,000.00 to provide HOPWA services.
Alternatives:	Do not approve HCD's Request.
Recommendation:	Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.
Funds are available in the following accounts:	Housing and Urban Development (HUD) Funds: Housing Opportunity for Persons with Aids (HOPWA) funds. HOPWA Funds: 221073213/5211119

REVIEWED AND APPROVED BY:

Procurement

Finance

Law

Administrator

Clerk of Commission

AGREEMENT

BETWEEN

AUGUSTA, GEORGIA
AND

EAST AUGUSTA CDC

$200,000.00
Two Hundred Thousand Dollars and 00/100

Funded by
The United States Department of Housing and Urban Development
FISCAL YEAR 2024
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM

This Agreement is made and entered into this ___day of _____by and between the City of Augusta, Georgia, a political subdivision of the State of Georgia, its successors and assigns (hereinafter the "City"), by and through the Augusta, Georgia Commission, as the Implementer of the Housing Opportunities for Persons with Aids Program (hereinafter referred to as "Grantee"), and EAST AUGUSTA CDC**,** (hereinafter referred to as the "Sub-recipient").

AND

SUB RECIPIENT, its successors and assigns (hereinafter "Sub Recipient"). Witnesseth, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, The Grantee and Sub Recipient hereby agree as follows:

ARTICLE I
PREAMBLE

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

Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the "Act") and implementing regulations set forth in Title 24 Code of Federal Regulations (CFR)

Part 574, relating to Housing Opportunities for Persons with Aids (HOPWA) for the purpose of allowing local discretion for the determination of needs and priorities of services to serve persons experiencing HIV/Aids.

Augusta, Georgia, as an Entitlement Grantee for the HOPWA Program, is responsible for the administration, implementation, planning and evaluation within its respective jurisdiction of the HOPWA Program and for the HUD Consolidated Plan. The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. Services which are funded by the HOPWA Program must benefit low-income persons (at or below 80 percent of area median income) that are medically diagnosed with HIV/AIDS and their families are eligible to receive HOPWA-funded assistance.

Through citizen participation workshops and the adoption of the Augusta, Georgia's Community Development Annual Plan, the citizens of the City, the Mayor and the Augusta, Georgia's, Georgia's Board of Commissioners determined the needs and priorities of services in the City as set forth above. The Grantee desires to engage the Sub-recipient to render certain services, programs, or assistance in connection with the aforementioned undertakings of the Housing Opportunities for Persons with Aids Program.

ARTICLE II
DEFINITIONS AND IDENTIFICATIONS

Unless the context otherwise requires, the capitalized terms used herein, and not otherwise defined, shall have the meaning assigned to them in this Article I

Housing Opportunities for Persons with Aids (HOPWA) Program
The term "Housing Opportunities for Persons with Aids" or "Program" shall mean that program administered by Augusta Housing and Community Development and funded by an Housing Opportunity for Persons with Aids Grant applied for by Augusta, and awarded by HUD as authorized pursuant to the AIDS Housing Opportunity Act (42 USC 12901 et seq.), as amended by the Housing and Community Development Act of 1992 (42 USC 5301 et seq.). HOPWA regulations (24 CFR 574)

Acquired immunodeficiency syndrome (AIDS) or related diseases
The term 'HIV/Aids" means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Department
The term "Department" shall mean the Augusta Housing and Community Development.

Grantee
The term "Grantee" shall mean Augusta, Georgia as Grantee of the Housing Opportunities for Persons with Aids Grant awarded by HUD.

HUD
The term "HUD" shall mean the U.S. Department of Housing and Urban Development.

Project
The term "Project" shall mean the project or projects set forth in Exhibit A hereto entitled "Scope of Services and Timetable."

Low- and Moderate-Income Person
The term "Low- and Moderate-Income Person" shall mean a member of a family having an income equal to or less 80% of the median income for the area (Area Median Income or AMI), as defined by HUD

ARTICLE III
NOTICES

The Sub Recipient and the Grantee agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

If to Augusta:
Augusta, Georgia
Attention: Garnett L. Johnson
Mayor
535 Telfair Street
Augusta, GA 30901

With copy to: Augusta, Georgia
Attention: Charles Jackson, Interim Director
Housing and Community Development
510 Fenwick Street
Augusta, GA 30901

If to Sub Recipient: East Augusta CDC
Julia Brown, Executive Director
710 East Cedar Street
Augusta, Georgia 30901
Contact person: Julia Brown
Email: juliabrown.2@comcast.net

ARTICLE IV
GENERAL CONDITIONS

A. General Compliance

Sub Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 574 (the U.S. Housing and Urban Development regulations concerning Housing Opportunities for Persons with Aids Grants (HOPWA)) including subpart K of these regulations, except that (1) the Sub Recipient does not assume the Grantee's environmental responsibilities and (2) the Sub Recipient does not assume the Grantee's responsibility for initiating the review process. The Sub Recipient agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Sub Recipient

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub Recipient shall at all times remain an "independent Sub Recipient" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of any and all possible unemployment benefits because Sub Recipient is an independent Sub Recipient.

C. Hold Harmless

To the fullest extent permitted by laws, statutes, rules and regulations, the Sub Recipient shall indemnify and hold harmless the Grantee, Officers, Directors, and Employees of each and any of them from and against claims, costs, damages, losses, and expenses, including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court costs, arising out of or resulting from performance of the work, but only to the extent caused in

whole or in part by negligent, reckless, willful and wanton, or wrongful acts or omissions of the Sub Recipient, its Officers, Directors, Employees, Agents, and anyone directly, or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

D. Insurance & Bonding

The Sub Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.
Workers' Compensation Employer's Liability with limits of:
$100,000 Each Accident
$500,000 Disease, Policy Limit
$100,000 Disease, Each Employee

The Sub Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

E. The Grantee's Recognition

The Sub Recipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The Grantee or Sub Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub Recipient from its obligations under this Agreement.

The Grantee may, at its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and the Sub Recipient.

G. Performance

The Sub-recipient will be responsible for administering the **HOPWA Program** in a manner satisfactorily to the Grantee, according to and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Housing Opportunities for Persons with Aids Program:

H. SCOPE OF SERVICES

Activities

East Augusta CDC will provide the following HOPWA-eligible activities to help meet the housing needs to low-income persons with HIV/AIDS and their families.

- **Tenant-based Rental Assistance** includes payment of rent, including utilities, for housing which meets local housing codes / quality standards, HUD's standards for Fair Market Rent, and rent reasonableness requirements. Persons that receive rental assistance under this program must pay a portion of their rent and utilities as dictated by HUD guidelines.

- **Facility-Based/Permanent Supportive Housing Assistance** that will provide single room occupancy community residence that is safe and sanitary permanent supportive housing units. The community residence will house persons with HIV/AIDS.

- **Short-Term Rent, Mortgage, and Utility (STRMU) Assistance** that will provide payments to prevent the homelessness of a tenant or mortgagor of a dwelling for costs accruing over a period of no more than 21 weeks during any 52 week period. The assistance will be reasonable and be used in emergency situations in order to prevent homelessness.

- **Permanent Housing Placement** that will provide supportive housing activity that helps establish the household in a housing unit and may including reasonable costs of security deposits and first months rent for homeless persons. This assistance will not exceed two months of rent costs.

- **Supportive Services** include the costs of providing a wide range of supportive services like, assessment, permanent housing placement, housing case management and other services necessary to ensure the housing stability of the program participant.

- **Administrative Costs** – EACDC will use no more than 7 percent of the amount received for administrative costs. These costs will include costs for general management, oversight, coordination, evaluation, and reporting on eligible activities.

Program Delivery

East Augusta CDC HOPWA Program will provide housing assistance and related supportive services for low-income people living with HIV and their families. EACDC HOPWA Program will be located at 710 East Cedar Street in Augusta, Georgia. The Days of Operation will be Monday through Friday of each week. East Augusta CDC HOPWA Program hours of Operation will be 9:00AM until 5:00PM.

General Administration

The Board of Directors manages the Sub-recipient; The Chief Executive Officer manages the agency, finance, and programs; Volunteers support the agency and clients.

Homeless Clientele

Sub-recipient will meet the requirements provided for in the regulations by requiring information on services to persons meeting the definition(s) of homeless as stated in the HOPWA Regulations. This information will be used to ensure that clients are eligible recipients of services provided.

LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures

The Sponsor agrees to provide the following levels of program services:

STAFFING

Position Title	Employee Name, Vacant, or New Position	Total Annual Salary	Grant Funds Requested From HOPWA	Funds From Other Sources
Julia Brown				
_____ % Fringe Benefits				
TOTAL PERSONNEL COSTS				

Performance Monitoring

The Sub-recipient agrees that the Department may carry out periodic monitoring activities, as determined necessary by the Department. At a minimum, monitoring shall occur annually, but it may occur more frequently if the Department deems it necessary. The Department will provide the Sub-recipient advance written notice prior to any monitoring activities. Such monitoring shall consist of (i) evaluating the Sub-recipient's compliance with the terms and conditions of this Agreement, and (ii) comparing the Sub-recipient's projected Project schedule, budget, and output with its actual performance. Sub-recipient will be required to participate in training sessions and meetings as outlined by HCD rather it be in person or virtually. Upon request, the Sub-recipient shall furnish the Department, the Grantee, or its designee copies of such records and information, as the Department or the Grantee deems necessary. In addition, the Sub-recipient shall submit monthly progress reports, as required by this Agreement, and shall prepare other such reports as may be required by the Department, the Grantee, and/or HUD.

The Grantee will monitor the performance of the Sub-recipient in accordance with the goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If Sub-recipient does not take corrective action to address such substandard performance within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

TIME OF PERFORMANCE

Required Performance Goals	Source Documentation	Minimum Requirement
Commit to one (1) outreach/marketing activity per quarter.	Agency must provide evidence of outreach to participation or marketing activity quarterly.	One (1) activity quarterly
Commitment to mandatory HOPWA training.	Agency must participate in all trainings sponsored by or referred by HCD. Training must be approved by HCD.	Two (2) minimum unless suggested by or sponsored by HCD or HUD.
Increase monthly client numbers.	Agency must be able to provide evidence of new clients or activities to increase client participation. Minimum of (1) one new client monthly.	One (1) minimum per month.
Seek additional funding from other sources	Agency must provide evidence of funding requests from other sources to assist in supporting the HOPWA Program.	Two (2) per year or more.
Submit monthly reimbursement request.	Agency must monthly reimbursement request by the 20th of each month.	One (1) reimbursement request a month by 20th of each month.

Services of the Sub-recipient shall start on **January 1, 2024** and end **December 31, 2026**. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of HOPWA funds or other HOPWA assets, including program income.

I. Method of Payment

The Grantee agrees to pay the Sub Recipient at the end of each Quarter based on the submission and approval of the Sub Recipient's Quarterly Reimbursement Requests. Reimbursement Requests will be processed within thirty (30) days of receipt of complete and accurate submissions and upon verification of supporting documentation and Quarterly Reports.

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed **Two Hundred Thousand Dollars and 00/100 ($200,000.00).** Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph I. below, and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph I., and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Sub-recipient is also responsible for submitting to the Grantee each of the following: (i) Quarterly progress reports, (ii) time sheets (if applicable), (iii) mileage documentation (if applicable), (iv) invoices and any other documentation deemed necessary by the monitoring official during the funding cycle. These records shall be retained up to five (5) years after the Agreement expires.

J. Budget

East Augusta CDC has been awarded $200,000.00 to utilize to provide HOPWA eligible activities as outlined in this agreement.

Please note the budget as listed below.

Facility Maintenance	TBRA	STRMU	PHP	Support Services	Admin 7%
31,000.00	**60,000.00**	**10,000.00**	**5,000.00**	**80,000.00**	**14,000.00**

Organization will be permitted to request one amendment to the agreement which does not include support services and administration. Staff salaries must be paid from Support Services only.

Any amendments to the budget must be in writing and approved, in writing, by the Grantee's Director of Housing and Community Development Department and the Augusta, Georgia Commission.

J. Suspension or Termination

The Grantee may terminate this Agreement at any time by giving written notice to the Sub Recipient of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination.

The Sub Recipient may terminate this Agreement at any time by giving written notice to the County of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of termination. The Sub Recipient shall be entitled to receive just and equitable compensation for any satisfactory services performed prior to the date of termination

ARTICLE IV
PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

a) The Sub Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478,12107 and 12086.

b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub Recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub Recipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in

plain sight at the Project location, for the benefit of interested parties, and all Sub Recipients will be notified of the policy provisions.

2. Nondiscrimination

The Sub Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 **(HCDA)** are still applicable.

3. Section 504

The Sub Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Sub Recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub Recipient to assist in the formulation of such program. The Sub Recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub Recipient may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

   The Sub Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee; state that it is an Equal Opportunity or Affirmative Action employer.

4. Conflict of Interest

   The Sub Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

   a) The Sub Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

   b) No employee, officer or agent of the Sub Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

   c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOPWA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOPWA-assisted activity, or with respect to the proceeds from the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-Recipient, or any designated public agency.

5. Lobbying

   The Sub Recipient hereby certifies that:

   a) 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;

b) 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

c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

6. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

7. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

8. Religious Activities

The Sub Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

ARTICLE V
SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

ARTICLE VI
SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

ARTICLE VII
WAIVER

The Grantee's failure to act with respect to a breach by the Sub Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

ARTICLE VIII
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub Recipient with respect to this Agreement.

ARTICLE IX
CHOICE OF LAW AND VENUE

This agreement shall be governed by the laws of the State of Georgia, and the parties hereby consent that venue for any dispute arising under this agreement shall be in any court of competent jurisdiction in City of Augusta.

SIGNATURE PAGE

IN WITNESS WHEREOF, all parties with the express consent of their governing board and/or Commission have made and executed this Agreement on the respective dates under each signature.

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**
(Grantee)

Approved as to Form By (please initial here):

By:_____
Augusta, GA Law Department

Date: _____

By:_____
Mayor Garnett L. Johnson, Mayor

Date: _____

By: _____
Charles Jackson, Interim Director

Date: _____

By: _____
Lena Bonner, Clerk of Commission Affix Seal Here:

ATTEST: **East Augusta CDC**
(Sub-recipient)

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____
Witness

SEAL

EXHIBIT "A"
SUB-RECIPIENT ACKNOWLEDGEMENT

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

EXHIBIT "B"
E-VERIFY

All contractors and subcontractors entering contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each

such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services

EXHIBIT "C"
PROGRAM REQUIREMENTS

Sub-recipient shall operate this project funded through Augusta Georgia's Housing Opportunities for Persons with Aids Grant Program according to the following guidelines:

1. Accounting and related records of Sub-recipient shall at a minimum include the following:

   a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports and requisitions.

   b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.

   c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.

   d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.

   e. Attendance Certification - Attendance records shall be maintained for all personnel paid with HOPWA funds. Attendance and Pay shall be certified by both the employee and their immediate supervisor. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.

   f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the Grantee.

   g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-recipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes. Bank statements showing the disbursement of payroll shall be added to all salary pay requests.

   h. Petty Cash - Sub-recipient is encouraged to use an impress or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOPWA funds are used as petty cash.

   i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-recipient is obligated to conform to the more restrictive practices and

procedures. It is recommended that Sub-recipient use a formal pre-numbered purchase order system where possible and applicable.

j. Inventories - Sub-recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with HOPWA funds.

k. Property Records - Sub-recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.

2. All projects accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.

3. Sub-recipient should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the Grantee's staff, HUD officials and others who may be authorized to examine such records.

4. REPORT SCHEDULE

Reports are to be submitted through Neighborly to the Department by the 15th of the month in which it is due.

REPORT	DUE	PERIOD COVERED
CAPER Report	March 1st after ear of grant period	Grant Period (January 1, 2024 – January 2027)
Audit	30 days after receipt of Audit Report	Sub-recipient's audit period
Self Sufficiency Plan	When applicant leaves the program	The applicant's assistance period
Termination Notice	Monthly, if applicant is terminated from program	The applicant's assistance period

EXHIBIT "D"
ADMINISTRATIVE REQUIREMENTS

A. Continuum of Care Participation (24 § 576.400)

As mandated by HUD, sub-recipients must be a member of the local Continuum of Care (CoC) to ensure proper coordination of services and service providers. New members must have applied for membership and be actively participating in the monthly CoC meetings and CoC subcommittee meetings.

B. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21 through 28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

(a) Sub-recipient agrees to maintain books, records, and documents in accordance with general accepted accounting procedures and practices that sufficiently and properly reflects all expenditures of Grant funds provided by the Grantee under this Agreement.

(b) Sub-recipient gives the Grantee, HUD, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the Project.

(c) All Grant funds disbursed through an Emergency Solutions Grant shall be used only for eligible activities as specifically outlined in this Agreement. The Sub-recipient shall comply with any conditions and timetables set forth in this Agreement. In the event the Sub-recipient does not comply with the conditions and timetables, or if the Sub-recipient ceases to exist or provide the services for which the Grant was made, the Sub-recipient shall not be eligible to participate" or "shall not be allowed to be responsible for" another HOPWA eligible project, and the Sub-recipient shall be in default. In the event of default, the Grantee may exercise any rights or remedies provided in this Agreement, or available under applicable Federal, State of Local law.

C. Documentation and Recordkeeping

1. Records to be maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 576.65, which are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to the following:

a. All accounts, property and personnel records as deemed necessary by Grantee to ensure proper accounting of all project funds and compliance with this Agreement.
b. Records required to determine the homeless eligibility of persons provided services;
c. For Homeless Prevention activities, records to document persons "at risk" of being homeless;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOPWA assistance;
e. Financial records as required by 24 CFR 84.21 through 28.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported upon for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited, which have commenced prior to the expiration of the five-year period, such records shall be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided and certification of "homelessness". Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request. Homelessness certifications must be well documented and all income information must be provided. If it is found that proper documentation is not provided, the sub-recipient may face repayment penalties.

Additionally, for sub-recipients providing services to homeless persons or persons at risk of homelessness, participation in the local HMIS in accordance with the policies established by the local Continuum of Care is mandated as a condition of compliance with this agreement.

4. Disclosure

The Sub-recipient understands that client information collected under this Agreement is private and confidential, and the use or disclosure of such information, when not directly

connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.

Additionally, Sub-recipients providing services to homeless persons or persons at risk of homelessness, agree to adhere to the policies of the local Continuum of Care concerning Data privacy, System security, and Client confidentiality as part of their participation in the local HMIS.

5. Close-outs

The Sub-recipient's obligation to the Grantee shall not end until all Closeout requirements are completed. Activities during this closeout period shall include, but are not limited to the following: making final payments and disposing of program assets. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over HOPWA funds, including program income.

Any Grant funds remaining at the end of the Agreement period shall be returned to the Grantee, and the Grantee may in its discretion reprogram the funds to another HOPWA eligible project.

6. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully corrected by the Sub-recipient within thirty (30) days after receipt of notice by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Sub-recipient audits and OMB Circular A-133.

All Shelters must provide inspection reports at the time of contract execution to show compliance with 24 § 576.500(j)- Shelter and Housing Standards.

Forms

1. Reimbursement Request, Checklist & Itemization
2. Income Calculator – HUDExchange.info
3. Monthly Progress Report "Exhibit E"
4. CAPER Report
5. FY 2024 Income Limits
6. Time Sheet (Use if applicable)
7. Bid Tabulation (Use if applicable)
8. Quote Tabulation (Use if applicable)
9. Travel Log (Use if applicable)
10. Inventory Form (Use if applicable)

Administrative Services Committee Meeting

Meeting Date: 04/14/2026

HCD_ CapitalRise, LLC Funding Request

Department: HCD

Presenter: Charles Jackson, 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 two single family units:

CapitalRise, LLC is requesting:

- 4107 Darsey Court, Hephzibah, GA 30815: Funding Request: $ 97,929.76

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 $ 97,929.76 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 Partnership Grant (HOME) funds. HOME Funds: 22107 3212 / 5225110
REVIEWED AND APPROVED BY:	Procurement Finance Law Administrator Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

CAPITALRISE, LLC

In the amount of

$ 97,929.76

Ninety Seven Nine Hundred Twenty-Nine & 76/100

For Fiscal Year **2024**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM

"4107 Darsey Ct. – Single Family"

THIS AGREEMENT ("*Contract*"), is made and entered into as of the _____ day of _____, 2024 ("*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 2020-2024; and the Year 2024 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 $ 97,929.76 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 4107 Darsey Ct, 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. *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 posses 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 **$ 97,929.76** in a HOME funds shall be expended by CapitalRise from Year 2023 HOME Program funds for construction costs related to the development of one (1)) single family unit at 4107 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. 4107 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: **$97,929.76** 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 **$97,929.76** 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 **$ 97,929.76** 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. **Dev. Fee (34,080.00 - $97,929.76) = $ 63,849.76 pay back to HCD**. Developers Fee equals 16% of sales price ($213,000.00)

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 **$ 97,929.76** 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	**$**	**97,929.76**
TOTAL HOME PROJECT COST:	**$**	**97,929.76**

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 unites

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

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

_____ _____ BY:_____ _____
Plain Witness Date 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 **$97,929.76** in Year 2024 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 Meeting

April 14, 2026

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to **approve** the minutes of the March 10, 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
REVIEWED AND APPROVED BY:	N/A

ADMINISTRATIVE SERVICES COMMITTEE MINUTES

Commission Chamber
Tuesday, March 10, 2026
1:20 PM

PRESENT:
Commissioner Brandon Garrett, Chair
Commissioner Tina Slendak, Co-Chair
Commissioner Tony Lewis, Member
ABSENT:
Commissioner Don Clark, Member

1. Receive as information the emergency request for the replacement of the Carrier roof top unit at E911 Emergency Services Department in the amount of $32,507.21 by Augusta Chiller Service. As a companion item with the Carrier RTU replacement, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer $32,507.21 from the E911 Fund Balance (Fund 216) to the 216-03-7110 account. The fund balance usage for the Carrier RTU replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

   Motion to receive as information

   Motion made by Lewis and seconded by Slendak
   Motion carried 3-0

2. Motion to approve a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street.

   Motion to approve.

   Motion made by Lewis and seconded by Slendak
   Motion carried 3-0

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

   Motion to delete.

   Motion made by Lewis and seconded by Slendak

Motion carried 3-0

4. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.

   Motion to delete.

   Motion made by Lewis and seconded by Slendak
   Motion carried 3-0

5. Motion to approve the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of $538,400.00 to be performed by RG Novello Inc. and to approve reassignment of recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project.

   Motion to approve.

   Motion made by Lewis and seconded by Slendak
   Motion carried 3-0

6. Motion to **approve** the minutes of the February 24, 2026 Administrative Services Committee Meeting.

   Motion to approve.

   Motion made by Lewis and seconded by Slendak
   Motion carried 3-0

//////////////////////////////////

Administrative Services Committee Meeting

Meeting Date: April 14, 2026

2026 Annual Bid Award – Procurement Department

Department: Procurement

Presenter: Andy Penick, Director of Procurement / Ken Hinkle, Airport / Hameed Malik Engineering and Environmental Services

Caption:

Motion to approve of the following annual bid item, as the estimated annual purchases for these items are expected to exceed $25,000.00. This request is in accordance with Sec. 1-10-58 of the Annual Contracts provision. Bid item 26-082A-Rebid - HVAC Maintenance for Engineering and Environmental Services to Gold Mech and 26-111A-Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for the Augusta Regional Airport to 1st Mechanical Services. The recommendation for the award is for a one-year term with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties.

Background:

Sec. 1-10-58 stipulates that upon approval of an annual contract by the Board of Commissioners, any using agency is authorized to order supplies or services under such annual contract as needed, up to the maximum amount approved in the annual bid. An annual contract is defined as any contract entered for a period of one year or multiple one-year periods, including options to renew for additional one-year periods, with a vendor or contractor. The purpose is to provide Augusta, Georgia, with specified products or services, such as paving, concrete, or office supplies, at a predetermined rate or price. These commodities or services are let in accordance with the Augusta Procurement Code. The Annual Bid Item for consideration includes the following items

1)Engineering and Environmental Services Department – 2026 Budget $30,000.00 – recommendation of award to Gold Mech

2) Augusta Regional Airport – 2026 Budget $95,000.00 – recommendation of award to 1st Mechanical Services.

The recommendation for the award is for a one-year term with the option to extend for four (4) additional one (1) year terms upon mutual consent of both parties. This aligns with the definition of an annual contract, as outlined in the Augusta Procurement Code.

The annual bid items underwent a thorough and transparent sealed bid process, as mandated by the Augusta Procurement Code. Subsequent to this process, the respective User Departments diligently reviewed all submittals and have collaboratively formulated a comprehensive recommendation of award.

The Procurement Department has worked closely with the User Departments to ensure a meticulous evaluation of the bids received. The outcome of this collaborative effort is the attached recommendation, which reflects a balanced consideration of factors such as cost-effectiveness, quality, and compliance with our procurement guidelines.

Enclosed herewith, please find the detailed recommendation of award for your review and approval. We believe that the selected vendors not only meet but exceed the specified requirements, and their proposals align with the principles of fairness, competitiveness, and transparency upheld by the Augusta Procurement Code.

Analysis:

The reason for seeking your approval is rooted in the fact that the User Department may need to submit requisitions for the purchase of items that exceed the $25,000 authority approval of the Administrator, as specified in accordance with the Procurement Code, Section 1-10-54.

Enclosed herewith are the comprehensive details of the bid submission, along with the User Department's recommendations. We believe that this bid not only meets but exceeds the required specifications, and its approval will facilitate the seamless acquisition of essential items for our organization.

Financial Impact:

User Departments within our organization are entrusted with the responsibility of procuring the items specified in the individual bids. Purchases are made on an as-needed basis, allowing for a flexible and efficient acquisition process that aligns with our operational requirements. This approach ensures that our organization can respond promptly to evolving needs while maintaining fiscal responsibility. The payment for requested items will be sourced from the appropriate budget line item associated with the specific department making the request.

Alternatives:

Deny and require the user departments to follow the Procurement for acquiring quotes for the services needed.

Recommendation:

The Procurement Department recommendation is to approve as submitted by the User Department and award the Annual Bid(s) as recommended per the Augusta Code.

Funds are available in the following accounts:

User Department are responsible for the procurement of items within their approved 2026 Budget.

REVIEWED AND APPROVED BY:

N/A

AUGUSTA REGIONAL AIRPORT

AUGUSTA
REGIONAL AIRPORT
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MEMORANDUM

Date: **17 March 2026**

To: **Andy Penick Procurement Director**

From: **Herbert Judon, Executive Director**

Re: **26-111A -Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems**

This memo is regarding 26-111A – Routine Maintenance Services and Emergency Maintenance Services to HVAC Systems. Based on lowest bid, Augusta Regional Airport would like to submit recommendation for 1st Mechanical Services. Our recommendations are based on lowest price and satisfactory work with the vendor in the past.

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MEMORANDUM

Date: **1 April 2026**

To: **Andy Penick Procurement Director**

From: **Herbert Judon, Executive Director**

Re: **26-111A-Rebid Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems – Price Difference**

This memo is regarding the Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems located at Augusta Regional Airport. After discussion with 1st Mechanical Services as to the significant price difference for providing HVAC related services for the Fuel Farm Test Building, Airfield Regulator Vault and typical unit types, 1st Mechanical Services responded that the pricing is correct. 1st Mechanical Services also stated that the units are relatively low to the ground and easy to service and repair. 1st Mechanical also stated their familiarization with the HVAC supporting equipment located at Augusta Regional Airport provided awareness as to locations, conditions of area, type of unit, ease of access to said units.

Invitation To Bid

Sealed bids will be received at this office until **Thursday, February 26, 2026 @ 11:00 a.m.** and will be opened to the public and advertised on ARCBid - http://appweb2.augustaga.gov/NewARCBid/ARCBid.html

BID ITEM AUGUSTA REGIONAL AIRPORT- ANNUAL CONTRACT COMMODITY CODE (Bid Items may have more parent codes)

No.	Bid Item Description	COMMODITY CODE *(Bid Items may have more parent codes)*
1	26-111A Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for Augusta Regional Airport	022-910-17/022-914-50/016-941-55

ITBs will be received by Augusta, GA Commission hereinafter referred to as the OWNER at the offices of Andy Penick, Procurement Director. No ITB will be accepted by email; all RFIs must be received by mail or hand delivered. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday.

Bid documents may be viewed on the Augusta, Georgia web site under the Procurement Department **ARCbid.** Bid documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Suite 605, Augusta, GA 30901. Addenda will also be posted on the above listed website.

Questions, requests for clarifications or interpretations regarding this RFP must be submitted to the Procurement Department:

Augusta Procurement Department
April Payne
535 Telfair Street - Room 605
Augusta, Georgia 30901
706-821-2422
Email: procbidandcontract@augustaga.gov

All request for clarifications or interpretations for this ITB must be submitted in writing by electronic email to procannualbids@augustaga.gov to the Procurement Department on or before the close of business **Friday, January 16, 2026 @ 5:00 P.M.**

The local bidder preference program is applicable to this project. No bids may be withdrawn for a period of ninety (90) days after bids have been opened.

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 Interim Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over $2,499 in value to enroll in E-Verify.

Bidders are cautioned that acquisition of BID documents through any source other than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources placed the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Sent to vendors: Thursday, February 12, 2026

ITB Item #26-111A-Rebid - Routine Maintenance Services & Emergency Maintenance Services to HVAC Systems for Augusta, Georgia - Augusta Regional Airport
Bid Date: February 26, 2026 @ 11:00 AM

Total Number Specifications Mailed Out: 18
Total packages submitted: 3
Total Non-Compliant: 0

Vendors		Augusta Chiller 240 Camilla Avenue Augusta, GA 30907	Gold Mech Service 1559 Broad Street Augusta, GA 30904	1st Mechanical Services, Inc. 303 Curie Drive Alpharetta, GA 30005
Attachment "B"		YES	YES	YES
E-Verify #		410287	292548	256897
SAVE Form		YES	YES	YES
1st Yr Cost/Building				
Area 1: Commericsl Terminal	Yr1	$969.00	$1,502.00	$1,067.00
	Yr 2	$998.00	$1,577.00	$1,067.00
	Yr 3	$1,028.00	$1,688.00	$1,099.00
	Yr 4	$1,059.00	$1,823.00	$1,099.00
	Yr 5	$1,091.00	$1,860.00	$1,132.00
Area 2: Fixed Based Opertator	Yr1	$442.00	$326.00	$325.00
	Yr 2	$455.00	$342.00	$325.00
	Yr 3	$469.00	$366.00	$334.75
	Yr 4	$483.00	$374.00	$334.75
	Yr 5	$497.00	$382.00	$344.00
Area 3: Weather Building	Yr1	$292.00	$76.00	$137.00
	Yr 2	$301.00	$80.00	$137.00
	Yr 3	$310.00	$85.00	$141.00
	Yr 4	$319.00	$87.00	$141.00
	Yr 5	$329.00	$89.00	$145.00
Area 4: Hanger 1	Yr1	$160.00	$71.00	$52.00
	Yr 2	$165.00	$74.00	$52.00
	Yr 3	$170.00	$79.00	$53.50
	Yr 4	$175.00	$81.00	$53.50
	Yr 5	$180.00	$83.00	$55.00
Area 5: Hanger 2	Yr1	$235.00	$70.00	$68.00
	Yr 2	$242.00	$73.00	$68.00
	Yr 3	$249.00	$78.00	$70.00
	Yr 4	$256.00	$80.00	$70.00
	Yr 5	$264.00	$82.00	$72.00
Area 6: Fire Station (AARF)	Yr1	$249.00	$90.00	$287.00
	Yr 2	$256.00	$95.00	$287.00
	Yr 3	$264.00	$101.00	$295.50
	Yr 4	$272.00	$103.00	$295.50
	Yr 5	$280.00	$105.00	$304.00
Area 7: Gates 1, 2, 3, 4 and 5	Yr1	$938.00	$250.00	$300.00
	Yr 2	$966.00	$262.50	$300.00
	Yr 3	$995.00	$281.00	$309.00
	Yr 4	$1,024.00	$287.00	$309.00
	Yr 5	$1,056.00	$293.00	$318.25
Area 8: Parking Booth	Yr1	$150.00	$50.00	$50.00
	Yr 2	$155.00	$52.50	$50.00
	Yr 3	$160.00	$57.00	$51.50
	Yr 4	$165.00	$59.00	$51.50
	Yr 5	$171.00	$61.00	$53.00
Area 9: Maintenance Bldg.	Yr1	$375.00	$62.50	$200.00
	Yr 2	$386.00	$66.00	$200.00
	Yr 3	$398.00	$71.00	$206.00
	Yr 4	$410.00	$73.00	$206.00
	Yr 5	$422.00	$75.00	$212.00

Area 10: Rental Car Facilty	Yr1	$660.00	$1,883.00	$200.00
	Yr 2	$680.00	$1,978.00	$200.00
	Yr 3	$700.00	$2,117.00	$206.00
	Yr 4	$721.00	$2,159.00	$206.00
	Yr 5	$743.00	$2,202.00	$212.00
Area 11: Fuel Farm Test Bldg	Yr1	$152.00	$246.00	$40.00
	Yr 2	$157.00	$259.00	$40.00
	Yr 3	$162.00	$277.00	$41.20
	Yr 4	$167.00	$283.00	$41.20
	Yr 5	$172.00	$289.00	$42.40
Area 12: Airfield Regulator Vault	Yr1	$230.00	$292.00	$40.00
	Yr 2	$237.00	$307.00	$40.00
	Yr 3	$244.00	$329.00	$41.20
	Yr 4	$251.00	$336.00	$41.20
	Yr 5	$259.00	$343.00	$42.40
TOTAL ANNUAL COST		$25,765.00	$27,222.50	$14,161.35
Additional Fees				
Service and Trip Charge for routine repair call and emergency and part charge				
Service Charge Trip Charge % Mark up	Yr 1	0.00/30%	0.00/1.5%	$105.00/20%
	Yr 2	0.00/30%	0.00/1.5%	$105.00/20%
	Yr3	0.00/30%	0.00/1.6%	$105.00/20%
	Yr 4	0.00/30%	0.00/1.6%	$105.00/20%
	Yr 5	0.00/30%	0.00/1.6%	$105.00/20%
Routine Repair labor and repair parts beyond the scope (per hour)				
Technician / Helper/Apprentice	Yr 1	$150.00/$110.00	$100.00/$50.00	$110.00 / $110.00
	Yr 2	$155.00/$115.00	$105.00/$52.50	$110.00 / $110.00
	Yr3	$160.00/$125.00	$107.00/$53.50	$113.00 / $113.00
	Yr 4	$165.00/$110.00	$110.00/$55.00	$113.00 / $113.00
	Yr 5	$170.00/$130.00	$113.00/$56.50	$116.00 / $116.00
Emergency Maintenance Service (per hour rates)				
Emergency Call (per Hour) Technician / Helper / Apprentice	Yr 1	$225.00/$165.00	$100.00/$50.00	$165.00 / $165.00
	Yr 2	$232.50/$172.50	$105.00/$52.50	$165.00 / $165.00
	Yr3	$240.00/$180.50	$107.00/$53.50	$169.50 / $169.50
	Yr 4	$247.50/$130.00	$110.00/$55.00	$169.50 / $169.50
	Yr 5	$225.00/$130.00	$113.00/$56.50	$174.00 / $174.00

ENGINEERING and ENVIRONMENTAL SERVICES

Augusta GEORGIA

ENGINEERING & ENVIRONMENTAL SERVICES DEPARTMENT

Hameed Malik, Ph.D., P.E.
Director

MEMORANDUM

TO: Andy Penick
Director - Procurement

FROM: Hameed Malik, Ph.D., P.E.
Director

DATE: March 26, 2026

SUBJECT: Award Recommendation of Annual Bid 26-082A, HVAC Maintenance

In response to Annual Bid Item 26-082A, HVAC Maintenance, three compliant bids were received. Upon careful consideration, it is my recommendation to award the bid to Gold Mech Services, Inc. They submitted an acceptable bid and after thorough examination, we found all aspects of the submitted bid documents to have met the specifications as requested.

Thank you in advance for your time and attention. Please feel free to contact me at 706-796-5040, should you have any questions or require any additional information.

HM/tgh

Cc: File

Invitation To Bid

Sealed bids will be received at this office until Friday, March 20, 2026 @ 11:00 a.m. The opening will be held in person at 535 Telfair Street-Room 605, Augusta, GA 30901; Augusta Procurement Department. As an option, the opening can be viewed via Microsoft Teams: Meeting ID: 249 189 517 346 04 Passcode: Ag9cX3kV for furnishing:

BID ITEM for AUGUSTA REGIONAL AIRPORT- ANNUAL CONTRACT

No.	Bid Item Description	COMMODITY CODES
1	**26-082A-Rebid – HVAC Maintenance for Engineering and Environmental Services Department**	**91017, 91450, 94155**

No submittal will be accepted by email. All submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No bids may be withdrawn for a period of ninety (90) days after all bids have been opened.

Bid documents, and all Addenda, may be viewed on the Augusta, Georgia website under the Procurement Department ARCbid menu– (http://appweb2.augustaga.gov/NewARCbid/ARCBid.html), and DemandStar™ website located at https://network.demandstar.com. Bidders must mark the ITB number on the outside of the submittal envelope.

Questions or requests for clarifications must be submitted to the Procurement Department on or before the close of business **Thursday, March 12, 2026 @ 5:00 P.M.**

Augusta, Georgia Procurement Department
Attn: April Payne
Phone: 706-821-2422
Email: procannualbids@augustaga.gov

The local bidder preference program is applicable to this project.

Bidders are cautioned that acquisition of BID documents through any other source than the office of the Procurement Department is not advisable. Acquisition of BID documents from unauthorized sources places the bidder at the risk of receiving incomplete or inaccurate information upon which to base his qualifications.

Publish: Augusta Chronicle February 26, and March 5, and 11, 2026

Revised: 10/25/2025

Augusta GEORGIA

Bid Opening - Bid Item #26-082A-Rebid HVAC Maintenance Annual Contract for Augusta, Georgia - Engineering and Environmental Services Department
Bid Date: Thursday, March 20, 2026 @ 11:00 a.m. via TEAMS

Total Number Specifications Mailed Out: 11
Total packages submitted: 3
Total Non-compliant: 0

Vendors	Gold Mech Services, Inc. 1559 Broad Street Augusta, GA 30904	Max Air Mechanial, LLC 814 Livingston Court Marietta, GA 30067	Sector One, Inc. 1904 Kings Grant Dr. Augusta, GA 30906
Attachment "B"	Yes	YES	Yes
E-Verify #	292548	366543	1582635
SAVE FORM	Yes	YES	Yes
Bid price include FOB charges			
Hourly Rates for Outside the Scope of Preventative Maintenance			
1. Hourly Rate/Straight Time	Rate	Rate	Rate
Mechanics	$100.00	$130.00	$99.00
Helpers	$50.00	$130.00	$48.00
2. Hourly Rate/After Hours & Weekend			
Mechanics	$100.00	$195.00	$144.00
Helpers	$50.00	$195.00	$48.00
3. Hourly Rate/Holiday			
Mechanics	$100.00	$195.00	$144.00
Helpers	$50.00	$195.00	$48.00
4. Parts Mark-up %	1.5%	40.0%	1.4%
HVAC Maintenance			
5. HVAC Maintenance	Price	Price	Price
Quarterly Preventative Maintenance	$2,075.00	$1,750.00	$2,336.00
Annual Total Price (Quarterly Price x4)	$8,300.00	$7,000.00	$9,344.00
TOTAL PRICE:	$8,300.00	$7,000.00	$9,344.00

Administrative Services Committee Meeting

Meeting Date: April 14, 2026

Administrator's Office – Update on Waterpark Project

Department:	Administrator's Office
Presenter:	Tameka Allen, Administrator
Caption:	Motion to receive as information an update on the SPLOST 8 waterpark project.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	Receive as information an update on the SPLOST 8 waterpark project.
Funds are available in the following accounts:	N/A

REVIEWED AND APPROVED BY:

Administrative Services Committee

April 14, 2026

Data Center Update

Department:	N/A
Presenter:	N/A
Caption:	**Ms. Zakiya Mabery** update on data center policies and potential moratorium.
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
REVIEWED AND APPROVED BY:	N/A

Agenda Item Request Form

- **Commission Meetings are held on the first and third Tuesday of each month, beginning at 2:00 PM.**
- **Committee Meetings are held on the second and last Tuesday of each month, beginning at 1:00 PM.**

Click here to view the full Commission and Committee Calendar.

Meeting Type *

- ○ Commission
- ○ Public Safety Committee
- ○ Public Services Committee
- ◉ Administrative Services Committee
- ○ Engineering Services Committee
- ○ Finance Committee

Meeting Date *
4/14/2026

Contact Information for Individual/Presenter Making the Request:

Name *
Zakiya Mabery

Address *
1234 Thurloe dr Augusta GA 30909

Telephone Number *
7035877588

Fax Number

Email Address *
Zakiya@theoniproject.net

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

My remarks will focus on follow-up items stemming from prior public meetings and commitments made on the record:

1. Data Center Policy / Potential Moratorium Update

During the February 24, 2026 Administrative Committee meeting, Planning & Development indicated that additional information would be forthcoming regarding a drafted data center policy, including discussion of a potential moratorium. I am requesting an update on the status of those efforts and the timeline for public communication.

2. May Public Meeting – Augusta Data Center

During prior discussions, a public meeting regarding the Augusta data center was referenced for May. I am requesting confirmation of the date, time, and format of that meeting.

These items reflect previously stated commitments and are important to ensuring transparency, consistency, and public trust in the process.

Please note, due to safety concerns, I will not be stating my address publicly.

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

Meeting location:
Lee N. Beard Commission Chamber, 2nd Floor
Augusta, GA Municipal Building
535 Telfair Street
Augusta, GA 30901

Submission Date
4/8/2026 8:24 PM