

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

THIS CONTRACT, by and between HCD, hereinafter called "**Owner**" and Curry Home Improvement, hereinafter called the "**Contractor**."

WITNESSETH:

That the Owner and the Contractor, for the considerations hereinafter named, mutually agree as follows:

**ARTICLE 1
CONTRACT DOCUMENTS**

The Contract Documents shall consist of the Housing Rehabilitation Contract General Conditions (AHCDD Form 510), Attached Work Write Up, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after the execution of this Agreement; these form the Contract and are as fully a part of the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations and agreements, both written and oral.

In the event of a conflict among the Contract Documents, the Documents shall be interpreted according to the following priorities:

- | | |
|------------------|--|
| First Priority: | Manufacturer's Instructions |
| Second priority; | Construction/Rehabilitation Contract |
| Third Priority: | General Conditions of Contract, 2000 version |
| Fourth Priority: | Work Write-Up dated <u>08/28/2023</u> |

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ARTICLE 2 SCOPE OF SERVICES

The Contractor shall do all the work and provide all the materials, tools, machinery, supervision, etc., necessary for the rehabilitation of the property locate, **2131 Shamrock Dr.** all in accordance with the Work Write-Up which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The contractor shall perform the entire rehabilitation of the residential structure as described in the contract documents except items as indicated as follows, which are to be the responsibility of other contractors:

Scope

Contractor

ARTICLE 3 TIME OF PERFORMANCE

The services of the Contractor are to commence on **09/18/2023** and shall be completed by **10/10/2023**. As time is of the essence, the Contractor will, if these services are not completed within this time period, be assessed the amount of **Fifty Dollars (\$50.00)** for each day the work is not substantially completed after **10/10/2023** unless an extension is granted by the Owner. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract.

ARTICLE 4 CONTRACT PRICE

In consideration of the terms and obligations of this Contract, the Owner agrees to pay the Contractor **Sixty-Eight Thousand Four Hundred Dollars, \$68,400.00**. The Contract Sum is based upon the following alternates, which are described in the Contract Documents and are hereby accepted by the Owner:

#1 _____

#2 _____

#3 _____

ARTICLE 5 PROGRESS PAYMENTS

The Contractor agrees that the total contract price shall be paid in one or more progress payments based upon the value of the work satisfactorily completed at the time the progress payment is made. Such progress payments shall be disbursed on a monthly basis, after inspection and approval of the work by the Owner and the Augusta Housing and Community Development Department, or its duly authorized representative, less a retainage of 10% of the price of the work completed. Prior to receiving any progress payment, the Contractor shall furnish the Owner with Application and Certificate for Payment Owed To Date, for the materials and labor procured under this Contract. Upon completion of the whole Contract and acceptance of the work by the Owner and the Augusta Housing and Community Development Department, and compliance by the Contractor with all Contract terms, the amount due the Contractor shall be paid including any retainage. The Owner and the Augusta Housing and Community Development Department shall approve a final disbursement of all amounts withheld from prior disbursements upon the completion of the construction of the Project as evidenced by the final approval by all code agencies and a field inspection by the Augusta Housing and Community Development Department. The Augusta Housing and Community Development Department and the Owner may withhold from such disbursement up to two hundred percent (200%) of any amounts required to complete the scheduled value of "punch list" items so-called, and seasonal work such as landscaping.

ARTICLE 6 CONTRACTOR AFFIDAVIT

Prior to each payment by the OWNER, the CONTRACTOR shall affirm in writing that there are no liens or claims filed against the CONTRACTOR or Owner related to materials, labor or services supplied on this or any other project in which the CONTRACTOR was or is currently involved. No payment shall be made to the Contractor if a lien has been filed with respect to the work, which is the subject of this Contract.

Final payment shall be made within fourteen (14) days after the request for payment by the CONTRACTOR, provided that the Work of the Contract be then satisfactorily performed, subject to the provisions of the Contract Documents, and further subject to receipt by the OWNER of the same Affirmation relative to existing liens or claims against the CONTRACTOR as set forth above. Upon such final payment, the CONTRACTOR shall provide to the OWNER a Final Release of Lien stating that the CONTRACTOR has no further claims or liens against the Owner for materials or labor supplied under this Agreement.

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ARTICLE 7 OWNER'S REPRESENTATIVES/LENDER'S AGENTS

The Owner's Representative shall be Sonya Johnson.

The Owner's Representative will provide administration of this Contract during construction and throughout the warranty period.

The Owner's Representative will visit the site at intervals appropriate to the stage of construction to determine if the Work is proceeding in accordance with the Contract Documents.

Based on the Owner's Representative evaluation of Contractor's invoices for payment, the Owner's Representative will determine the amounts owing to the Contractor.

The Owner's Representative will have authority to reject Work that does not conform to the Contract Documents.

If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner's Representative, by a written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 8 CHANGES IN THE WORK

After this agreement is executed by the Owner, any changes to the scope of Work, budget or time schedule must be agreed upon in writing by the Owner and Contractor and approved by the lender's representatives.

ARTICLE 9 FINES

The Contractor is fully responsible for the means and methods of executing the scope of work. The Contractor is specially trained in lead-safe work practices and lead hazard reduction and therefore agrees to hold the owner and the agency harmless in the event of any fines from federal or local agencies concerning the lead hazard reduction work. The Contractor agrees to immediately satisfy any and all fines or judgments presented by OSHA, EPA, the local or state health department, the applicable state lead-based paint activities certification and training program, and any other governmental agency having jurisdiction over lead hazard reduction work.

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ARTICLE 10 TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement may be terminated by the Owner upon at least seven days written notice to the Contractor in the event the project is permanently abandoned.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all services performed to the termination date.

ARTICLE 11 ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this agreement, shall include, by consolidation, joinder or in any manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the Owner, the Owner's Representative, and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party to this agreement and with the Augusta Housing and Community Development Department Director. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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**ARTICLE 12
ASSIGNMENT OF CONTRACT**

This agreement may not be assigned to any other Contractor or Agent of Contractor without the written approval of the Owner and the Augusta Housing and Community Development Department.

IN WITNESS WHEREOF, the parties hereto executed this Agreement the day and year first above written.

CONTRACTOR

Mack Curry
Name of Contractor

Curry's Home Improvement
Contractor's Representative – Title

Signature of Contractor

OWNER

HCD
Name of Representative

Signature of Representative

WITNESS: _____

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

Notary Public

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Approved as to form:

 Augusta, GA Law Department Date: _____

By: _____ Date: _____
 Garnett L. Johnson
 As its Mayor

By: _____ Date: _____
 Takiyah A. Douse
 As its interim Administrator

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

SEAL

 Lena Bonner
 As its Clerk