

AGREEMENT
Between
Your Neighborhood Builder
Through
AUGUSTA, GA (C/O HOUSING AND COMMUNITY DEVELOPMENT)
And
OWNER
For
HEALTHY HOMES REMEDITATION

FROM
UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this **5** day of **February 2026**, , by and between Augusta, Georgia, by and through the Augusta-Richmond County Commission, as the Implementer of the Lead Hazard Reduction And Healthy Homes Grant (hereinafter referred to as “Grantee”), **OWNER** (hereinafter referred to as the “Homeowner”), and In **YOUR NEIGHBORHOOD BUILDER** (hereinafter referred to as “Contractor”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and WHEREAS, the Grantee wishes to engage the Contractor to assist the Grantee in utilizing such funds;;’

NOW, THEREFORE, it is agreed between the parties hereto as follows:

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.

Lead-Based Paint Hazard Reduction (LHR) Program or “Program”

The term “Lead-Based Paint Hazard Reduction (LHR) Program”, or “Program” shall mean that program administered by the Housing and Community Development Department of the City and funded by a Lead Hazard Reduction Grant Program Grant applied for by the City and awarded by HUD as authorized pursuant to Title X of the Housing and Community Development Act of 1992, Public Law 102 AND 550, as amended.

Abatement	Any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate state and federal agencies. For purpose of this definition, “permanently” means for at least 20 years.
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Accessible Surface	An interior or exterior surface painted with Lead-based Paint that a young child could mouth or chew.
Applicant	Any individual or entity who has submitted a written Application for a Lead Program Grant, and any individual who is expected to live in an Eligible Residence.
Application	A completed Lead Programs Application submitted in Neighborly by an Applicant, in the form required by Housing Community Development and in accordance with the Lead Guide.
Building Permit	Any permit needed for proper rehabilitation or construction of a project under the Lead Programs.

Certified Abatement Contractor	A contractor, inspector, or supervisor who has completed a lead-based paint abatement training program certified by the appropriate federal agency and has met all requirements for lead-based paint abatement certification or licensure established by the appropriate federal agency or who has been certified by the DEP under a Lead-based Paint abatement training program which has been found by such federal agency to be at least as rigorous as the federal certification program; and (B) workers or designers who have fully met training requirements established by the appropriate federal agency.
Co-Head of Household	Any household member who is not an Applicant but who is a co-head of household in a Living Unit for which an application has been submitted.
Construction Contract	A contract among Housing Community Development, owner of a single-family home or multi-family building, and contractor that governs the scope of work being paid with Lead Program funds.
EPD	Environmental Protection Division
Deteriorated Paint	Any interior or exterior lead-based paint that is peeling, chipping, chalking, or cracking or any lead-based paint located on an interior or exterior surface or fixture that is damaged or deteriorated.
Eligible Residence	<p><u>Single-Family</u>: A single-family home is a detached, stand-alone structure with its own lot, used as a single living unit. The living unit must have running water, heat, electrical service, cooking, sleeping, and separate bathroom facilities.</p> <p><u>Multi-Family</u>: Rented single-family homes and living units. in multi-family buildings. A multi-family building is any building containing two or more Living Units.</p> <p>Note: The Federal Lead program requires single-family homes and multi-family Living Units have at least one bedroom. The Federal Lead Program allows for zero-bedroom apartments occupied by a child under 6 years of age or a pregnant woman.</p>

Essential Maintenance Plan	A prescribed program of routine maintenance activities, including worker training and work practice requirements, designed to prevent the creation or development of lead hazards.
Grant	Federal Lead Program and/or State Lead Program funds made available in the form of a grant to the owner of eligible single-family owner occupied home or eligible rental unit(s), whether single-family home or apartment unit in a multifamily building.
Grant Recipient	An owner who resides in a single-family home and/or owner of a multi-family dwelling that has been approved for a Lead Program Grant.

Gross Household Income	The total household annual income before taxes and deductions as computed in accordance with the requirements contained in the Lead Guide.
Healthy Homes Assessment	A comprehensive risk-based housing inspection that incorporates areas of the housing environment.
Healthy Homes Intervention	An elimination of a hazard identified during a Healthy Homes Assessment.
Healthy Homes Rating System	An assessment system combining the likelihood of an occurrence and the probable severity of the outcome of that occurrence.
HUD	United States Department of Housing and Urban Development.
Interim Controls	A set of measures designed to temporarily reduce human exposure or likely exposure to Lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.
Lead Contaminated Dust	Surface dust in Living Units that contains an area or mass concentration of lead more than levels determined by the appropriate State and/or federal agency that pose a threat of adverse health effects in pregnant women or young children.
Lead Contaminated Soil	Bare soil on residential real property that contains lead at or in excess of the levels determined to be hazardous by the appropriate State and/or federal agency.
Lead Design Plan	The lead hazard reduction design plan prepared for each property to be assisted with Lead Program Funds in accordance with the Lead Program rules and regulations.
Lead Inspection	A surface-by-surface investigation to determine the presence of lead-based paint as provided in section 4822(c) of the Lead-Based Paint Poisoning Prevention Act, 42 USC §4821 <u>et seq.</u> , as may be amended.

Lead Inspector	An EPA certified and licensed individual who conducts lead inspections, lead determinations, clearance examinations, and lead safe evaluations.
Lead-based Paint	Paint or other surface coatings that contain lead equal to or exceeding 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight, as provided in 24 CFR Part 35 §35.110 (definition of “Lead based Paint”).

Lead-based Paint Hazard	Any condition that causes exposure to lead from Lead Contaminated Dust, Lead Contaminated Soil, Deteriorated Paint, Accessible Surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate federal agency.
Lead Program	HUD’s Lead Hazard Reduction Grant Program (including Healthy Homes Intervention Program) Lead Paint Hazard Abatement Program.
Living Unit	A comprehensive residential dwelling containing cooking, sleeping, and separate bathroom facilities, including a single-family home or an apartment unit. Note: The Federal Lead program requires at least one bedroom in the Living Unit with an exception for zero-bedroom apartments occupied by a child under 6 years of age or a pregnant woman.
Occupant Protection Plan	The occupant protection plan required under Section 6.B(3) of the EPA Lead Management Regulations, which plan shall also include any temporary relocation assistance to be provided to an Applicant.
Owner	The individual or entity whose name is on the property deed as owner of the single-family and/or multi-family dwelling benefiting from receipt of Lead Program Grant(s).
Qualified Contractors	Certified abatement contractors licensed by the EPD and/or licensed Healthy Homes contractors and approved by Housing Community Development to participate in the Lead Program.
Renovation, Repair & Painting (RRP) Contractor	A contractor or individual who has successfully completed an accredited EPA lead course.
Risk Assessment	On-site investigation to determine and report the existence, nature, severity, and location of lead-based paint hazards in the Living Unit, in common areas and on the exterior through dust wipe samples, water testing and soil testing.
State	State of Georgia.
EBL	Elevated blood level.

Department

The term “Department” shall mean the Housing and Community Development Department of the City.

Grantee

The term “City” shall mean Augusta, Georgia.

HUD

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

Project

The term “Project” shall mean the project of projects set forth in Article III hereto entitled “Scope of Services and Timetable.”

Low and Moderate Income Household

The term “Low and Moderate Income Household” shall mean a household having an income equal to or less than the Section 8 low income limit established by HUD.

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 than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other related or unrelated person who share living arrangements.

PROJECT TYPE: LEAD HAZARD REDUCTION**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’ essential elements of the mutual considerations upon which this Agreement is based.

- A. Title X of the Lead-Based Paint Hazard Reduction Act of 1992, P. L. 93-383 (hereinafter the “Act”) consolidated two existing programs for lead hazard reduction Grants (hereinafter “LHRG”) for the purpose of allowing local discretion for the determination of needs and priorities of

community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.

- B. Pursuant to HUD regulations at 24 CFR Part 35 (a), certain projects were included in the City's annual submission to HUD, referred to as the Annual Plan. The city determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:
1. Activities benefiting low- and moderate-income persons.
 2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
 3. Activities designed to meet community development needs having environmental lead hazards

The City has determined that the Project is a LHRG eligible activity as it addresses one or more of these objectives.

- C. Under the Rules and Regulations of HUD, the City is administrator for the Program, and is mandated to comply with various states, rules and regulations of the United States, as they pertain to the allocation and expenditure of funds as well as protecting the interest of certain classes of individuals who reside in the City of Augusta.
- D. The Grantee is desirous of disbursing the funds to the Contractor for use in the Project. However, as administrator for the Program, the Grantee desires to obtain the assurance from the Contractor and the Homeowner that it will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE II: CONTRACT DOCUMENTS

The Contract Documents shall consist of the Construction Contract, Contract General Conditions, Attached Sketches and Noted Photos, 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:** **HUD/EPD GUIDELINES**
- Second priority:** **Lead Division Contract**
- Third Priority:** **Lead Inspection Risk Assessment (LIRA)**
- Fourth Priority:** **Addenda to Specifications or Scope**

Fifth Priority: **Work Write-Up dated** _____

Sixth Priority: **Drawings (Plans) dated** _____

ARTICLE III: CONTRACT PRICE AND PROGRESS PAYMENTS

In consideration of the terms and obligations of this Contract, the Grantee agrees to make available to the CONTRACTOR through submittal draw request, based of percentage of work completed

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 Housing 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 Housing 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 Housing 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 Housing Community Development Department. The Housing 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 IV: CONTRACTOR AFFIDAVIT

Prior to each payment by the GRANTEE, 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.

ARTICLE V: TIME OF PERFORMANCE

The services of the Contractor are to commence on **February 16, 2026** and shall be completed within 10 days of the Notice to Proceed. 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 days** unless an extension is granted by the Grantee. Liquidated damages shall be deducted from the total amount of payment due the Contractor under this Contract

ARTICLE VI: PROJECT SCOPE OF SERVICES – CONTRACTOR/SUB-CONTRACTORS

The Contractor shall manage and supervise all work and provide all the materials, tools, machinery, supervision, etc., necessary for the scope of work to be conducted on the property located at **1534 MAPLE ST. AUGUSTA, GA 30901**, all in accordance with the scope of work which is attached hereto and expressly incorporated herein by reference and made a part hereof.

The Contractor shall perform the entire scope of work for structure as described in the contract documents. The Contractor may periodically contract work to Sub-Contractor’s that will need to be listed in this contract for code-compliant issues such as, HVAC, Plumbing, Roofing and Electrical.

ARTICLE VII: CHANGE ORDERS

The Contractor, Homeowner, and the Grantee agree that any changes to the scope of work, budget or time schedule shall be in writing and approved by all parties by signatures and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. All changes 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 Agreement shall be directed to the following HCD representatives:

Housing Community Development Department
Attention: Darrell Grant
Lead Hazard Reduction Manager
510 Fenwick Street
Augusta, GA 30901

ARTICLE VIII: FINES

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.

ARTICLE IX: 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 X: 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 Housing 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 the 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.

ARTICLE XI: OTHER REQUIREMENTS

A. Fair Housing

HCD agrees that it will conduct and administer Lead Hazard 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.

Non-Discrimination and Accessibility

HCD 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 Partner
3. Repayment of LEAD Funds: If property does not comply with 24 CFR .35 funding will be paid back with nonfederal funds.

D. Labor Standards

1. General: HCD agrees that in instances in which there is construction work over \$2,000 financed in whole or in part with Lead Hazard funds under this Contract, HCD 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 lead remediation of residential property only if such property contains eight or more units. (24 CFR
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

Augusta/HCD agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR part 58, it will comply 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), Augusta/HCD agrees that Lead Hazard 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

Augusta/HCD agrees to take all reasonable steps to minimize displacement of persons as a result of Lead Hazard assisted activities. Any such activities assisted with Lead Hazard 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

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

HCD 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 LEAD Regulations and Section 570.608 of the CDBG Regulations, HCD 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

HCD 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, HCD 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 HCD 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 Housing 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. Compliance with Laws and Permits

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

O. Assignment of Contract

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

P. Equal Employment Opportunity

HCD 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

HCD will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. HCD 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 HCD 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. HCD 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. HCD agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with LEAD-supported activities.

S. Affirmative Marketing Plan

HCD and the managing agent shall adopt the affirmative marketing procedures and requirements as specified in the LEAD Final Rule.

T. Religious Influence

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. HCD will not discriminate against any person applying for shelter on the basis of religion. HCD 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 HCD 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, HCD shall obtain prior written approval from for 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 LEAD HAZARDS*] and assisted with LEAD Program funds must, before occupancy, meet the Property Standards specified at 25 CFR 35 [the LEAD Program Regulations]. The Property Standards at 24 CFR 35 require that the units receiving LEAD 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 must meet applicable property standards upon project completion

ARTICLE XII: GENERAL CONDITIONS

1.01 Definitions.

- A. “Architect”** means the person or other entity engaged by HCD to perform architectural, engineering, design, and other services related to the work as provided for in the contract. When HCD uses an engineer to act in this capacity, the terms “architect” and “engineer” shall be synonymous. The Architect shall serve as a technical representative of HCD.
- B. “Contract”** means the contract entered into between the Owner and the Contractor. The Contract Documents include the Notice to Proceed; the Contractor's Bid Sheet; the Construction Contract and its General and Supplemental Conditions; the Work Write-Up; drawings; and the Specifications. It includes all formal changes to any of those documents by addendum, change order, or other modification. These documents intend to include all labor, materials, appliances, equipment, permits, drawings, and services of every kind necessary for the proper execution of the work, and the terms and conditions of payment therefore. The Contract Documents shall be coordinated so that any work shown on the Work Write-Up and not described in the specifications, and vice-versa, shall be executed in the same manner as though mentioned in the specifications.
- C. “Contractor”** means the person or other entity entering into the contract with the Owner to perform all of the work required under the contract, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term, "Contractor," means the Contractor or his authorized representative.
- D. “Drawings”** means the drawings enumerated in the schedule of drawings contained in the Specifications or attached to the Work Write-Up and as described in the contract clause entitled **“Specifications and Drawings for Construction”** herein.
- E. “Drawing Symbols”** Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated.
- F. “HCD”** means the Housing Community Development Department (HCD). HCD provides financial assistance to an eligible Owner, which includes assistance in financing the work to be performed under the contract. As defined elsewhere in the General Conditions or the contract documents, the determination of HCD is required to authorize changes in the work or for release of funds for payment to the Contractor. Notwithstanding HCD’s role, nothing in this contract shall be construed to create any contractual relationship between the Contractor and HCD or the Owner and HCD.

- G. “Owner”** is the person or organization identified as such in the Construction Contract and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term owner means the Owner or his authorized representative.
- H. “Project”** means the entire project, whether construction or rehabilitation, the work for which is provided for in whole or in part under this contract.
- I. “Publication Dates”** Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.
- J. “Rehabilitation Inspector”** means the person or persons delegated the authority by HCD to execute, administer, and/or terminate this contract. The term includes any successor Rehabilitation Inspector. The Lead Inspector shall be deemed the authorized agent of HCD in all dealings with the Contractor.
- K. “Specifications”** means the written description of the technical requirements for construction and includes the criteria and tests for determining whether the requirements are met.
- L. “Subcontractor”** A person or organization who has a direct contract with the Contractor to perform any of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.
- M. “Testing Laboratory”** An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and, if required, interpret results of those inspections or tests.
- N. “Work”** means materials, workmanship, and manufacture and fabrication of components. All such work called for shall be done in accordance with the HCD Contractor’s Handbook and specifications.
- O. “Work Write-Up”** means the listing generated by HCD detailing the work to be done by the Contractor in each area of the project.

1.02 Scope of the Work.

- A.** The Contractor shall furnish all necessary labor, materials, tools, equipment, permits, transportation, drawings, and services necessary for the proper completion of the rehabilitation of the property identified in the Contract. The Contractor shall furnish all necessary water, heat, light, and power not made available to the Contractor by the Owner pursuant to the clause entitled **“Provisions for Owner”**.
- B.** The Contractor shall perform on the site, and with its own organization, work equivalent to at least 15 percent of the total amount of work to be performed under the order. This percentage may be reduced by a supplemental agreement to this order if, during performance of the work, the Contractor requests a reduction and the Lead Inspector determines that the reduction would be to the advantage of HCD and the Owner.
- C.** At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work site a competent superintendent who is satisfactory to the Lead Inspector and has authority to act for the Contractor.

Hold Harmless. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save HCD and the Owner, their officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed work which may have been accepted under the contract.

1.03 Subcontractors.

- A.** The Contractor shall not enter into any subcontract with any subcontractor who has been denied participation in any HCD or HUD program or who has been suspended or barred from participating in contracting programs by Augusta-Richmond County, HCD, HUD, or any other agency of the US Government or of the State of Georgia.
- B.** The Contractor shall be fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- C.** The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- D.** Nothing contained in this contract shall create any contractual relationship between any subcontractor and HCD or between the subcontractor and the Owner.

1.04 Insurance. Before commencing any work, the Contractor shall furnish HCD with certificates showing the following insurance is in force and will insure all operations under the Contract:

- A. Liability Insurance:** The Contractor shall purchase and maintain in force and require all subcontractors to provide such liability insurance as will protect and save harmless himself and his subcontractors, HCD, and the Owner from all claims and demands of every kind and description for damages and for personal injuries, including death, which directly or indirectly may occur to any property, or sustained by any person or persons as a result of the prosecution of the work, whether such operations be conducted by himself or by any subcontractors or anyone directly or indirectly employed by either of them. The amount of Liability Insurance to be maintained and kept in force shall, under no circumstances, be less than the following amounts:

1. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$300,000.00 per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (2) below. The General Liability Insurance shall include coverage with respect to Property Damage Liability arising out of the so-called "XCU" hazards (explosion, collapse, and underground damage).
2. Comprehensive Automobile Liability Insurance for all owned, non-owned, and hired vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than less than \$300,000.00 per occurrence.
3. Workers' Compensation Insurance shall be maintained for all employees if more than three workers are employed by the Contractor. This work rule also applies to any subcontractors that may be used who are not protected by Worker's Compensation and Employees' Liability Insurance within their own company. Sole owners are not considered employees. In case any class of employees engaged in hazardous work at the site of an HCD project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, similar insurance for the protection of his employees not otherwise protected. Minimum limits shall be \$100,000.00.
4. Builder's Risk Insurance. Before commencing work, the Contractor shall furnish HCD with a certificate of insurance, evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the Owner as their interest may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the Owner shall carry insurance on such equipment from the time the Contractor takes possession thereof until HCD and the Owner accept the Contract work. The Builder's Risk Insurance need not be carried on excavations, piers, footing, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by HCD. The Contractor may terminate this insurance on buildings as of the date of final acceptance by HCD and the Owner. The Contractor is not required to carry Builder's Risk Insurance for housing rehabilitation work, which does not involve structural alterations or additions, and where the Owner's existing fire and extended coverage policy can be endorsed to include such work.
5. In addition to the above coverages, companies licensed to perform lead-based paint abatement activities must carry specialized General Liability insurance with an aggregate limit for bodily injury and property damage of not less than \$2,000,000.00 and not less than \$1,000,000.00 per occurrence.

B. Proof of Insurance: All insurance will be carried with companies that are financially responsible and admitted to do business in the State of Georgia. The Contractor shall provide updated copies of his certificates of insurance to HCD twice yearly, in January and in July. Additional copies will be provided when requested. The Contractor shall not commence work on any project until he has obtained all insurance required above and has submitted satisfactory evidence to HCD that all insurance will remain in force throughout the end of the project. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or not renewed by the insurance company until at least 30 days prior written notice has been given to HCD.

1.05 Pre-construction Conference and Notice to Proceed.

A. Prior to the commencement of work, the Contractor and all of his Sub-contractors shall attend a pre-construction conference with the HCD Lead Inspector and other interested parties, convened by HCD. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. HCD will provide the Contractor with the date, time, and place of the conference. Any Sub-contractor not on the HCD Approved List of Contractors must submit copies of their business license and insurance coverage to the Lead Inspector at this time. No Sub-contractor may work on an HCD project without these documents on file with the Department.

B. The Contractor shall begin work upon receipt of a written Notice to Proceed from HCD. The Contractor shall not begin work prior to receiving such notice. The Contractor shall commence work on the project within ten (10) working days from the start date indicated on the "Notice to Proceed," and shall be fully completed within the time limits specified in the contract.

1.06 Fitting and Coordination of the Work. The contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this contract. He shall provide to each of his subcontractors the locations and measurements that they may require for the fitting of their work to all surrounding work. The Contractor shall lay out the work from base lines and benchmarks indicated on the drawings and be responsible for all lines, levels, and measurements of all work executed under the contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from its failure to do so.

1.07 Contractor's Affidavit and Lien Waivers. Contractor shall protect, defend, and indemnify HCD and the Owner from any claims for unpaid work, labor, or materials. Final payment shall not be due until the contractor has delivered to HCD complete release of all liens arising out of this contract, receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to HCD indemnifying the Owner against any lien.

1.08 General Warranty.

A. Warranty Title: The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

B. Warranty of Construction:

1. In addition to any other warranties in this contract, the Contractor warrants, except as provided in this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year from the date of final acceptance of the work. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date that the Owner takes possession.
2. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to the Owner's owned or controlled real or personal property when the damage is the result of:
 - (a) The Contractor's failure to conform to contract requirements; or
 - (b) Any defects of equipment, material, workmanship, or design furnished by the Contractor.
3. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.
4. The Owner shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
5. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, HCD shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
6. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (a) Obtain all warranties that would be given in normal commercial practice;
 - (b) Require all warranties to be in writing, for the benefit of the Owner; and,
 - (c) Enforce all warranties for the benefit of the Owner.
7. In the event the Contractor's warranty under this clause has expired, the Owner may bring suit at its own expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

8. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner furnished material or design.
9. Notwithstanding any provisions herein to the contrary, the establishment of the time periods in this clause relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
10. This warranty shall not limit the Owner's rights under the "**Inspection and Acceptance of Construction**" clause of this contract with respect to latent defects, gross mistakes or fraud.

1.09 Subcontracts and Assignments. No subcontract for assignment of this contract shall be made without the written consent of the Owner and HCD.

1.10 Permits, Licenses, and Codes.

- A. The contractor will secure, at his own expense, all necessary permits and licenses required to do the work, and will comply with all building and code regulations and ordinances, whether or not covered by the specifications and drawings for the work.
- B. A copy of the company's Richmond County General Contractors License and bond will be provided each January to HCD.
- C. The contractor shall not be held responsible for pre-existing violations of any law including but not restricted to zoning or building codes or regulations, except compliance for any new or replaced work included in this contract will be required.
- D. Before beginning the work, the contractor shall examine the Work Write-Up for compliance with all applicable ordinances and codes for the new or replaced work and shall immediately report any discrepancy to HCD. Where the requirements of the Work Write-Up fail to comply with such applicable ordinances or codes for the new or replaced work, HCD will adjust the contract by amendment to conform to such ordinances or codes and make appropriate adjustments to the contract price, unless waivers in writing covering the difference have been granted by proper authority.

1.11 Changes in the Work. Except for the purpose of affording protection against any emergency endangering life or property, no modifications of the contract on any project shall be made except by written instrument, signed by the Contractor, accepted by the Owner, and approved by HCD. If any undetected, pre-existing faults are discovered during the project, the Contractor is responsible for notifying HCD immediately upon discovery of the fault. A Lead Inspector will examine the fault and will determine if additional work outside the scope of the contract is required. If additional work is required, the Inspector will prepare a cost estimate for said repairs using industry recognized cost estimating references. The estimate will include all material and

labor costs, plus Fifteen Percent (15%) overhead and profit. No profit will be allowed to the Contractor for work performed by a subcontractor. This cost will be added to the total price of the original contract. Further, any additional time for performance of the Work required by the change order will be added to the time of completion specified in the Contract.

1.12 Work Performance:

- A. Labor Quality.** All labor furnished by contractors or subcontractors must be performed by trained, skilled, and competent craftsmen, who will be licensed when required. HCD reserves the right to have personnel who are not performing their services in an acceptable manner removed from the job site. All work performed will be subject to inspections and approval by HCD prior to disbursement of any funds.
- B. Materials Quality.** The Contractor must furnish all materials, cartage, equipment, etc., at his expense, which may be necessary to the satisfactory execution of the Contract. The materials used and installed must be new and of the best quality as specified in the Work Write-Up and the HCD Contractor's Handbook. These Performance Standards are not intended to exclude any products or materials of equal or greater merit than those specified herein. Trade names used herein are for the purpose of establishing the quality desired. Before substitutions for materials specified are made, the written consent of HCD must be obtained. All materials furnished and/or installed are subject to inspection and approval by HCD prior to disbursement of any funds.
- C. Repair of Existing Work.** Where repair of existing work is called for by the contract, the feature is to be placed in equal to new condition, either by patching or replacement. All damaged or loose or rotted parts shall be removed and replaced. The finished work shall match adjacent work in design and dimension.
- D. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.**
 - 1. The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, that are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
 - 2. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Rehabilitation Inspector.
 - 3. The Contractor shall protect from damage all existing improvements and utilities (a) at or near the work site, and (b) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor.
 - 4. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
 - 5. The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

6. Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.
7. New work, which connects to existing work, shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
8. No structural members shall be altered or in any way weakened without the written authorization of the Rehabilitation Inspector, unless such work is clearly specified in the plans or specifications.
9. If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
10. The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
11. The Contractor shall indemnify and save harmless HCD and the Owner from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which HCD or the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

12. The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, HCD may have the necessary work performed and charge the cost to the Contractor.

E. Health, Safety, and Accident Prevention.

1. In performing this contract, the Contractor shall:
 - (a) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
 - (b) Protect the lives, health, and safety of other persons;
 - (c) Prevent damage to property, materials, supplies, and equipment; and,
 - (d) Avoid work interruptions.
2. Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.
3. The Lead Inspector shall notify the Contractor of any non-compliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Lead Inspector may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.
4. The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as HCD, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

1.13 Condition of Premises.

- A. Cleanliness.** The contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Each party shall schedule and perform his work in full cooperation and consideration for the work to be done by others. Upon completion of work, remove all stains, labels, tags, debris, and protective coverings, etc., caused by contracted work, and leave the premises in broom clean condition.
- B. Surplus Materials.** All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the contractor and its subcontractors and shall be removed from the job site promptly after completion.
- C. Contractor's use of premises.** Confine operations at site to areas permitted by:

1. Law;
2. Ordinances;
3. Permits;
4. Contract Documents.

D. Do not unreasonably encumber site with materials or equipment.

E. Assume full responsibility for protection and safekeeping of products stored on premises and personal property of the Owner.

F. Move any stored products that interfere with operations of Owner or other Contractor.

1.14 Provisions for Owner.

A. Owner Occupancy. The owner may continue to occupy the premises during the interim lead control, but will cooperate with the Contractor in a reasonable manner with a view to interfering with his work and operations to the least practicable extent, including abandonment of limited areas as may be essential to conduct the work.

B. Utilities. The Owner will permit the Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.

C. Property Conditions. The Owner will cooperate with the Contractor to facilitate the performance of the work, including the following:

1. All objects hanging on walls will be taken down and stored.
2. All closets and cabinets will be emptied and their contents stored.
3. All loose items on floors (toys, shoes, clothing, etc.) will be picked up and stored.
4. All valuables (jewelry, electronic items, money, etc.) will be secured and stored out of sight.
5. All loose items and debris around the structure will be cleared a distance of ten feet from the outside wall.
6. Excess furniture, beyond that which is normally associated with the type of room in which it is located, will be removed from the premises.
7. Any other items determined by the Lead Inspector to be cleared or removed.

D. Property insurance. The Owner shall purchase and maintain property insurance upon the site to its full insurable value. This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the project and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.

1.15 Provisions for Housing Community Development (HCD).

A. Right to stop the work.

1. If the Contractor fails to correct defective work or persistently fails to supply materials or equipment in accordance with the Contract Documents and these specifications, HCD may

order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2. If the Owner fails to perform any necessary action, as directed by the Rehabilitation Inspector, to facilitate performance of the work, or persistently hinders or impedes the Contractor in performance of the work, HCD may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.

B. Right to terminate the Contractor. If the Contractor defaults, neglects to carry out the work in accordance with the Contract Documents or fails to perform any other provision of the Contract, HCD may terminate the Contract and, without prejudice to any other remedy the Contractor may have, make good any deficiencies in the project. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. HCD will determine the amount charged to the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to HCD.

C. Right to terminate the project. If the Owner fails to perform any necessary action to facilitate performance of the work, persistently hinders or impedes the Contractor in performance of the work, or refuses to sign payment requests for completed work deemed satisfactory by the Rehabilitation Inspector, HCD may, if the problem cannot be eliminated, order the Contractor to stop the work and the project terminated, without prejudice to any other remedy the Owner may have. In such case, the Contractor will be directed to remove all materials and debris from the site, and payment will be made to him for all work completed to that point. The Owner shall pay the complete amount expended on the project to HCD, in accordance with the payment procedures appropriate to the Owner's financial eligibility.

D. Notice of work stoppage or termination. Notification of any work stoppage or termination must be delivered to the Contractor or the Owner, as appropriate, by either certified mail or hand delivered by a representative of HCD.

1.16 Architect's Duties, Responsibilities, and Authority.

- A. The Architect for this contract, and any successor, shall be designated in writing by HCD.
- B. The Architect shall serve as HCD's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect, when requested by HCD, may provide directions on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which:

1. Institutes additional work outside the scope of the contract;
 2. Constitutes a change as defined in the “**Changes in the Work**” clause herein;
 3. Causes an increase or decrease in the cost of the contract;
 4. Alters the Construction Progress Schedule; or
 5. Changes any of the other express terms or conditions of the contract.
- C.** The Architect’s duties and responsibilities may include, but shall not be limited to:
1. Making periodic visits to the work site, and on the basis of on-site inspections, issuing written reports to the HCD, which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor’s designated representative at the site;
 2. Making modifications in drawings and technical specifications and assisting the Lead Inspector in the preparation of change orders and other contract modifications for issuance by the Rehabilitation Inspector;
 3. Reviewing and making recommendations with respect to:
 - (a) the Contractor’s construction progress schedules;
 - (b) the Contractor’s shop and detailed drawings;
 - (c) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and,
 4. **Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.**

1.17 Completion Delays, Remedies, and Penalties.

- A.** If the Lead Inspector determines, upon the basis of actual inspection and progress checks, that the Contractor is not making sufficient progress to complete the project by the specified completion date, the Contractor shall take steps necessary to improve its progress, including those that may be required by HCD, without additional cost to either HCD or the Owner. In this circumstance, HCD may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval by HCD any other measures deemed necessary to demonstrate how the approved rate of progress will be regained.
- B.** 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 Housing Community Development Department (HCD)**” clause of this contract.

2. Assess liquidated damages of Fifty Dollars (\$50.00) per working day from the day following scheduled 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.
- C. 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 of war, National Defense, or any other National, State, or City/County emergency;
 2. To any acts of the Owner that will hinder the progress of the work;
 3. To causes not reasonably 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; acts of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; floods; epidemics; quarantine restrictions; strikes; freight embargoes; and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
 4. To any delay of the subcontractor occasioned by any of the causes specified in subparagraphs 1, 2, and 3 above. Provided, however, that the contractor promptly (within 10 days) notifies HCD and the owner in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this contract, HCD shall extend the contract time by a period commensurate with the period of authorized delay to the completion of the work as whole; in the form of an amendment to this contract.
- D. Failure of the Contractor to comply with the requirements of the lead hazard scope of work shall be grounds for a determination by the Lead Inspector that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Lead Inspector may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the **"Provisions for Housing Community Development Department (HCD)"** clause of this contract.

1.18 Work Write-Up, Specifications, and Drawings for Construction.

- A. The Contractor shall keep on the work site a copy of the Work Write-Up, drawings, certifications of workers and documented on job training for lead abatement worker and specifications and shall at all times give the lead Inspector access thereto. Anything mentioned in the Work Write-Up but not in the specifications or not shown on the drawings, mentioned in the specifications but not on the Work Write-Up or not shown on the drawings, or shown on the drawings and not mentioned in the Work Write-Up or specifications, shall be of like effect as if shown or mentioned in all. In case of difference between the Work Write-Up, drawings, and specifications, the Work Write-Up shall govern. In case of discrepancy in the Work Write-Up, in the drawings, or in the specifications, the matter shall be promptly submitted to the Rehabilitation Inspector, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Lead Inspector shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

- B.** Wherever in the specifications or upon the drawings the words “directed”, “required”, “ordered”, “designated”, “prescribed”, or words of like import are used, it shall be understood that the “direction”, “requirement”, “order”, “designation”, or “prescription”, of the Lead Inspector is intended. Similarly the words “approved”, “acceptable”, “satisfactory”, or words of like import shall mean “approved by”, or “acceptable to”, or “satisfactory to” the Rehabilitation Inspector, unless otherwise expressly stated.
- C.** Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean, “provide complete in place”, that is “furnished and installed”.
- D.** Layouts and Floor Plans provided by HCD are diagrammatic only and are intended to illustrate the general intentions of the lead Inspector. They do not show all the work required, exact dimensions, or construction details.

1.19 Site Investigation and Conditions Affecting the Work.

- A.** The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the work, and that he has investigated and satisfied himself as to the general and local conditions which can affect the work or his cost, including but not limited to:
 - 1.** conditions bearing upon transportation, disposal, handling, and storage of materials;
 - 2.** the availability of labor, water, electric power, and roads;
 - 3.** uncertainties of weather, river stages, tides, or similar physical conditions at the site;
 - 4.** the conformation and conditions of the ground; and
 - 5.** The character of equipment and facilities needed preliminary to and during work performance.
- B.** The Contractor also acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and sub-surface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by HCD, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to HCD.

- C. HCD assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by HCD. Nor does HCD assume responsibility for any understanding reached or representation made concerning conditions that can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

1.20 Differing Site Conditions.

- A. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Lead Inspector of:
 - 1. Sub-surface or latent physical conditions at the site that differ from solicited walk-through materially from those indicated in this contract, or
 - 2. Unknown physical conditions at the site(s), of an unusual nature, which differ from walk-through materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- B. The Lead Inspectors shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Lead Inspector has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to HCD within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- C. No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Rehabilitation Inspector.
- D. **No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.**

- 1.21 Verification of Measurements.** The Contractor is responsible for verifying all measurements, figures, and dimensions in the Work Write-Up, specifications, or on the drawings. No extra compensation will be allowed because of differences between actual measurements and dimensions shown in the Work Write-Up, specifications, or on the drawings. Refer such differences to for consideration before bidding work. Contractor must field verify projects.

1.22 Shop Drawings:

- A.** “Shop drawings” means drawings, submitted to HCD by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements; and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. HCD may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- B.** If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Lead Inspector without evidence of the Contractor’s approval may be returned for re-submission. The Lead Inspector will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate HCD’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Lead Inspector shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with C below.
- C.** If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect agrees with any such variation and the Lead Inspector approves, the Lead Inspector shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- D.** It shall be the responsibility of the Contractor to make timely requests of HCD for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- E.** The Contractor shall submit to the Lead Inspector for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings will be retained by HCD and one set will be returned to the Contractor. As required by the Rehabilitation Inspector, the Contractor, upon completing work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- F.** This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Rehabilitation Inspector.

1.23 Material Use and Testing.

- A.** All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.

References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Rehabilitation Inspector, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

B. Approval of equipment and materials.

- 1.** The Contractor shall obtain the Lead Inspector approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Lead Inspector the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Inspector, the Contractor shall also obtain the Lead Inspector approval of the material or articles that the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- 2.** When required by the specifications or the Rehabilitation Inspector, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges pre-paid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- 3.** Certificates shall be submitted in triplicate, describing each sample submitted for approval, and certifying that the material, equipment, or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- 4.** Approval of a sample shall not constitute a waiver of the HCD right to demand full compliance with contract requirements. Materials, equipment, and accessories may be rejected for cause even though samples have been approved.
- 5.** Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods but shall not govern the number of tests required to be made nor modify other contract requirements. The Lead Inspector may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Lead Inspector determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of re-testing materials that fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- 6.** After approval, samples will be kept by the Contractor until the completion of all work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.

- C. Prohibition against use of lead-based paint. The Contractor shall comply with the prohibition against the use of lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by 24 CFR Part 35.

1.24 As-Built Drawings

- A. “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. “As-built drawings” shall be synonymous with “Record Drawings.”
- B. As required by the Rehabilitation Inspector, the Contractor shall provide the Lead Inspector accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the originally indicated installations and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- C. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Rehabilitation Inspector.

1.25 Temporary Buildings and Transportation of Materials.

- A. Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Lead Inspector and shall be built with labor and materials furnished by the Contractor without expense to HCD. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- B. The Contractor shall, as directed by the Lead Inspector, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Rehabilitation Inspector. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

1.26 Inspection and Acceptance of Construction.

- A. Definitions. As used in this clause:
 - 1. “**Acceptance**” means the act of an authorized representative of HCD by which HCD approves and the Owner assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - 2. “**Inspection**” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.

3. **“Testing”** means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- B. The Contractor shall maintain an adequate quality control system and will ensure that the work performed under the contract conforms to contract requirements. All work is subject to HCD inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.**
 - C.** HCD inspections and tests are for the benefit of HCD and the Owner and do not:
 1. relieve the Contractor of responsibility for providing adequate quality control measures;
 2. relieve the Contractor of responsibility for loss or damage of the material before acceptance;
 3. constitute or imply acceptance; or,
 4. Affect the continuing rights of the Owner after acceptance of the completed work under the **“Warranty”** clauses below.
 - D.** The presence or absence of the Lead Inspector does not relieve the Contractor from any contract requirement, nor is the Contractor authorized to change any term or condition of the specifications without the Lead Inspector written authorization. The Lead Inspector shall give all instructions and approvals with respect to the work to the Contractor.
 - E.** The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Rehabilitation Inspector. HCD may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. HCD shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
 - F.** HCD may conduct routine inspections of the construction site on a daily basis.
 - G.** The Contractor shall, without charge, replace or correct work found by the Lead Inspector not to conform to contract requirements, unless HCD decides that it is in the interest of HCD and the Owner to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
 - H.** If the Contractor does not promptly replace or correct rejected work, HCD may:
 1. by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or
 2. Terminate for default the Contractor’s right to proceed.
 - I.** If any work requiring inspection is covered up without approval of HCD, it must, if requested by the Rehabilitation Inspector, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, HCD considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Lead Inspector shall make an equitable

adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

- J.** The Contractor shall notify the Lead Inspectors to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Lead Inspector determines that the state of preparedness is as represented, he will promptly complete the inspection. Unless otherwise specified in the contract, HCD shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Lead Inspector determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Owner's right under any warranty or guarantee.

1.27 Use and Possession Prior to Completion.

- A.** The Owner shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Lead Inspector shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Owner intends to take possession of or use. However, failure of the Lead Inspector to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Owner's possession or use shall not be deemed an acceptance of any work under the contract.

- B.** While the Owner has such possession or use, the Contractor shall be relieved of the responsibility for:
 - 1. the loss of or damage to the work resulting from the Owner's possession or use, notwithstanding the terms of the Warranty clauses herein;
 - 2. all maintenance costs on the areas occupied; and,
 - 3. Furnishing heat, light, power, and water used in the areas occupied without proper remuneration, therefore.
- C.** **If prior possession or use by the Owner delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.**

1.28 Contract Period. The Contractor shall complete all work required under this contract within the time schedule established in the notice to proceed issued by HCD.

1.29 Order of Precedence. In the event of a conflict between the Work Write-Up, these General Conditions, and the Specifications, the Work Write-Up shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

1.30 Payments.

- A.** HCD, on behalf of the Owner, shall pay the Contractor the price as provided in this contract.
- B.** HCD shall make progress and final payments to the Contractor according to the HCD Payment and Inspection policy detailed in the HCD Contractor's Handbook. All payments are contingent upon successful completion of appropriate inspections.

1.31 Suspension of Work.

- A.** The Lead Inspector may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Lead Inspector determines appropriate for the convenience of HCD.
- B.** If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted:
 - 1. by an act of the Lead Inspector in the administration of this contract, or

2. by the Lead Inspector failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

C. A claim under this clause shall not be allowed:

1. For any costs incurred more than 20 days before the Contractor shall have notified the Lead Inspector in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and,
2. Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

1.32 Disputes.

- A. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- B. All disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- C. All claims by the Contractor shall be made in writing and submitted to the Lead Inspector or a written decision. A claim by the Owner against the Contractor shall be subject to a written decision by the Rehabilitation Inspector.
- D. The Lead Inspector shall, within 60 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- E. The Lead Inspector decision shall be final unless the Contractor:
 1. appeals in writing to the Housing Programs Administrator in accordance with HCD's policy and procedures;
 2. refers the appeal to the HCD Director for independent mediation or arbitration in accordance with HCD's policy and procedures; or
 3. Files suit in a court of competent jurisdiction.
- F. Such appeal must be made within 14 days after receipt of the Lead Inspector decision.

- G.** The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Rehabilitation Inspector.

1.33 Interest of Certain Federal and Other Officials.

- A.** No member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise from same.
- B.** No member of the governing body of Augusta who exercises any functions or responsibilities in connection with the administration of the Housing and Community Development Department project to which this contract pertains, and no other officer or employee of Augusta or the Housing and Community Development Department who exercises any such functions or responsibilities shall have any interest, direct or indirect, in this contract which is incompatible or in conflict with the discharge or fulfillment of his/her functions and responsibilities in connection with the carrying out of the program to which this contract pertains.
- C.** No member of the governing body of Augusta and no other public official of the City/County who exercises any functions or responsibilities in connection with the administration of the Lead Hazard Reduction or Healthy Homes Grant Program shall have any interest, direct or indirect, in this contract.

ARTICLE XIII: 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:

Housing Community Development Department
510 Fenwick Street
Augusta, GA 30901

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 XIV: 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.

{Signatures begin on the next page}

This agreement is between (Contractor):

**Your Neighborhood Builder
528 Old Edgefield Rd. Unit B
Edgefield, South Carolina 29841**

**And: Augusta Housing & Community Development Department
510 Fenwick St.
Augusta, Georgia 30901**

**Project : OWNER
1534 Maple St.
Augusta GA, 30901**

Project : HEALTHY HOMES REDUCTION

The Contractor agrees to furnish all labor and materials to complete in good, workmanlike manner repairs to the property shown above, for the total sum of **TWENTY SEVEN THOUSAND FIVE HUNDRED DOLLARS- \$27,500.00.** All work will be accomplished in accordance with the attached Work Write-Up, and Housing and Urban Development Lead Hazard and Healthy Homes Guidelines.

The Contractor agrees to accept payment from the Augusta Housing and Community Development Department in accordance with Department payment procedures. The Contractor agrees to complete all repair work required by this contract within **10** working days of the date of this contract.

The undersigned, having reviewed and understood this contract, agrees to the terms as specified above and in the attached contract documents.

**Charles Jackson
As its Interim Director
Housing & Community Development Department**

Contractor, Your Neighborhood Builder

Witness: _____

SWORN TO AND SUBSCRIBED BEFORE ME, THIS
____ DAY OF _____, 20____.

Notary Public, State of Georgia

(SEAL)

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

**ATTEST: AUGUSTA, GEORGIA
(The City)**

**By: _____
Charles Jackson
Interim Director**

Date: _____

**Approved as to form: _____
Augusta, GA Law Department**

Date: _____

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

Date: _____

SEAL

**Lena Bonner
As its Clerk**

EXHIBIT “A”

E-VERIFY

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

END OF AGREEMENT