



## ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

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

### ADMINISTRATIVE SERVICES

1. Receive as information the emergency request for the replacement of the Carrier roof top unit at E911 Emergency Services Department in the amount of \$32,507.21 by Augusta Chiller Service.

As a companion item with the Carrier RTU replacement, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$32,507.21 from the E911 Fund Balance (Fund 216) to the 216-03-7110 account. The fund balance usage for the Carrier RTU replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

2. Motion to approve a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street.
3. Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue development and support the construction of one single family unit to be sold to low income homebuyer.
4. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOPWA 2024 Funding to East Augusta Community Development Community Development.
5. Motion to approve the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of \$538,400.00 to be performed by RG Novello Inc. and to approve reassignment of recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project.
6. Motion to **approve** the minutes of the February 24, 2026 Administrative Services Committee Meeting.



**Administrative Services Committee**

Meeting Date: Tuesday, March 10, 2026

Emergency – E911 Carrier RTU Replacement

- Department:** Central Services Department
- Presenter:** Horace Green
- Caption:** Receive as information the emergency request for the replacement of the Carrier roof top unit at E911 Emergency Services Department in the amount of \$32,507.21 by Augusta Chiller Service.  
  
As a companion item with the Carrier RTU replacement, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$32,507.21 from the E911 Fund Balance (Fund 216) to the 216-03-7110 account. The fund balance usage for the Carrier RTU replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.
- Background:** The 10-ton roof top unit at the E911 facility is completely down, causing temperatures to decrease in the main operator’s area. Due to the failure of the unit, temperatures cannot be successfully regulated and is causing room temperatures to decrease, and air is not being properly circulated within the affected areas. After an inspection of the unit, it was found that the compressor has failed. Due to the age of the unit, the compressor cannot be replaced, and a complete replacement of the unit would be required to regulate temperatures and provide air circulation throughout the facility.
- Analysis:** Augusta Chiller Service will perform the corresponding replacement work.
- Financial Impact:** \$32,507.21, 216 Fund Balance (Fund 216)  
216-03-7110 / 54.21110
- Alternatives:** A – Approve  
B – Do not approve
- Recommendation:** Receive as information the emergency request for the replacement of the Carrier roof top unit at E911 Emergency Services Department in the amount of \$32,507.21 by Augusta Chiller Service.  
  
As a companion item with the Carrier RTU replacement, the E911 Emergency Services Department is requesting Commission approval to utilize and transfer \$32,507.21 from the E911 Fund Balance (Fund 216) to the 216-03-7110 account. The fund balance usage for the Carrier RTU replacement is an allowable E911 reserve fund purchase per Georgia Code 46-5-134.

**Funds are available** \$32,507.21, 216 Fund Balance (Fund 216)  
**in the following** 216-03-7110 / 54.21110  
**accounts:**

## Katie Cornelius

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**From:** Maria Rivera-Rivera  
**Sent:** Friday, January 16, 2026 4:23 PM  
**To:** Katie Cornelius  
**Subject:** FW: Emergency Request - E911 Carrier RTU Unit Replacement

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**From:** Andy Penick <apenick@augustaga.gov>  
**Sent:** Wednesday, January 7, 2026 4:48 PM  
**To:** Horace Green <hgreen@augustaga.gov>  
**Cc:** Maria Rivera-Rivera <MRivera-Rivera@augustaga.gov>; Myana Mahadi <msmahadi@augustaga.gov>; Valerie Murray <vmurray@augustaga.gov>; Timothy Howard <THoward@augustaga.gov>; Audrey Sutton <ASutton@augustaga.gov>; Nancy M. Williams <NWilliams@augustaga.gov>  
**Subject:** RE: Emergency Request - E911 Carrier RTU Unit Replacement

Approved.

Sincerely,

### Andy Penick, CPSM, GCPM, GCPA, MBA

Director of Procurement  
 Augusta, Georgia Government  
 535 Telfair Street, Suite 605, Augusta, GA 30901  
 Office: (706) 821-4820 | Mobile: (762) 383-9357  
 Email [apenick@augustaga.gov](mailto:apenick@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)

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**From:** Katie Cornelius <[KCornelius@augustaga.gov](mailto:KCornelius@augustaga.gov)> **On Behalf Of** Horace Green  
**Sent:** Wednesday, January 7, 2026 2:55 PM  
**To:** Andy Penick <[apenick@augustaga.gov](mailto:apenick@augustaga.gov)>  
**Cc:** Horace Green <[hgreen@augustaga.gov](mailto:hgreen@augustaga.gov)>; Maria Rivera-Rivera <[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov)>; Myana Mahadi <[msmahadi@augustaga.gov](mailto:msmahadi@augustaga.gov)>; Valerie Murray <[vmurray@augustaga.gov](mailto:vmurray@augustaga.gov)>; Timothy Howard <[THoward@augustaga.gov](mailto:THoward@augustaga.gov)>; Audrey Sutton <[ASutton@augustaga.gov](mailto:ASutton@augustaga.gov)>; Nancy M. Williams <[NWilliams@augustaga.gov](mailto:NWilliams@augustaga.gov)>  
**Subject:** Emergency Request - E911 Carrier RTU Unit Replacement  
**Importance:** High

Good afternoon,

In accordance with §1-10-57 Emergency Procurements, we respectfully ask you to accept this communication as notification of a health and operations related emergency at the E911 facility.

The 10-ton roof top unit at this facility is completely down, causing temperatures to decrease in the main operator's area. Due to the failure of the unit, temperatures cannot be successfully regulated and is causing room temperatures to decrease, and air is not being properly circulated within the affected areas. After an inspection of the unit, it was found that the compressor has failed. Due to the age of the unit, the compressor cannot be replaced, and a complete replacement of the unit would be required to

regulate temperatures and provide air circulation throughout the facility. It is of utmost important that replacement of this unit takes place as this area is occupied by operators 24/7.

We are requesting approval to contact three companies: Augusta Chiller Service, Coleman Construction, and GCT Industrial to assess the situation and provide a cost for the replacement of the unit, and to verify which company can expedite the replacement in the needed timeframe.

Please contact us with any questions or concerns regarding this information.

Thank you,  
Katie on behalf of H. James Green

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**H. James Green | Director**  
**Augusta – Richmond County | Central Services Department**  
2760 Peach Orchard Rd | Augusta, Georgia 30906  
(p) 706-828-7174  
[HGreen@augustaga.gov](mailto:HGreen@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



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AED:104.1



# Augusta Chiller Service

Post Office Box 1331  
Clearwater, SC 29822  
(706)364-4314 FAX (706-364-4317)  
[Augusta\\_CHILLER@yahoo.com](mailto:Augusta_CHILLER@yahoo.com)

City of Augusta  
Facilities-Maintenance & Operations  
Mr. Timothy Howard

January 8<sup>th</sup>, 2026

Subject: 911 Center Carrier Roof top unit

Dear Mr. Howard,

Thank you for allowing Augusta Chiller Service Inc. the opportunity to provide you with a price and scope to replace an existing Carrier package heat pump unit a new Carrier Heat pump unit with the same features at the 911 Center. The scope of removing the old unit and installing the new unit is based on our walk through of the job and information you provided to us.

Work is to be performed during standard work hours 7:30am to 4:30pm.

### PROJECT SCOPE:

1. Inform user of our presence on site.
2. Sign in at guard station
3. Conduct a short meeting with owner and their representatives of our scope and requirements to perform the work.
4. Set a time line for completion and completion expectations.
5. Conduct a walkthrough of the space and work area.
6. Conduct a safety meeting and note any possible safety issues.
7. Document existing conditions.
8. Get safe work permit.
9. Lock out disconnect.
10. Remove electrical
11. Remove low voltage controls
12. Set crane next to building, unit weighs 1,850lbs.
13. Remove existing curb.
14. Remove old unit from roof
15. Lift new unit and set in place
16. Re-connect electrical
17. Re-connect low voltage controls
18. Report operation to owner
19. Remove all debris from work area

**Total Customer Investment ..... 32,507.21**

**Unit availability is approximately 3 to 5 days.**

Customer authorization to proceed:

Augusta Chiller Service Company



# Augusta Chiller Service

Post Office Box 1331  
Clearwater, SC 29822  
(706)364-4314 FAX (706-364-4317)  
[Augusta\\_CHILLER@yahoo.com](mailto:Augusta_CHILLER@yahoo.com)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase order: \_\_\_\_\_

Proposal # \_\_\_\_\_

**SPECIAL NOTES:**

- ◆ Above price is firm and valid for 30 days, project will be re-quoted at the time of release if the beyond these dates.
- ◆ Smoke and fire detection done by others
- ◆ Owner to remove and retain old unit
- ◆ Owner to coordinate site specific critical lift requirements
- ◆ Once materials and or equipment is delivered to job-site, it is considered the owners property.
- ◆ Customer agrees not to copy or disclose Company's proprietary information to others and agrees to provide free access to work site as described in the scope of work.
- ◆ **Electrical reconnection is included in this price.**
- ◆ Company shall not be liable for personal injuries or property damage arising from causes beyond its reasonable control or without its fault or negligence. Company does not insure against equipment failure under this scope of work. In no event shall Company liability for direct or compensatory damages exceed the payments received by Company from Customer under this contract.

Augusta Chiller Service appreciates the opportunity to serve you. Please feel free to call if you should have any questions.

Sincerely

Russell Scott  
Augusta Chiller Service



## Administrative Services Committee Meeting

Meeting Date: 03/10/2026

HCD\_ Lead Hazard Reduction Program Approval Request

- Department:** HCD
- Presenter:** Charles Jackson and/or HCD Staff
- Caption:** Motion to approve a Lead Hazard Reduction and Healthy Homes Project to be located at 1534 Maple Street.
- Background:** On October 5, 2022, the U.S Department of Housing and Urban Development (HUD) Office of Lead Hazard Control and Healthy Homes (OLHCHH) awarded \$3,960,000 (itemized breakdown subject to change while award amount remains the same) to Augusta, Georgia as the part of the record investment of \$126 million nationwide to 26 state and local government agencies, that will help protect Augusta children and families from lead-based paint and home health hazards.
- The OLHCHH grant includes \$3,560,000.00 in Lead-Based Paint Hazard Reduction Grant Program funding and \$400,000.00 in HUD's Healthy Homes Supplemental funding. A ten percent match commitment is required for this program by statute 42 U.S.C. 4852.
- Address: 1534 Maple Street. August Ga. 30901, Contractor: Your Neighborhood Builder, Budget: \$27,500.00, Project Type: Healthy Homes Production Grant
- Lead Hazard Reduction**
- This program funds lead hazard reduction activities in owner-occupied single-family homes and rental properties if the unit meets the minimum program requirements. These requirements include but are not limited to: the unit must be in need of lead hazard reduction activity; structurally sound upon completion of the lead hazard activity; and registered with the **Georgia Department of the Environment Lead Poisoning Prevention Program.**
- Analysis:** Approval of this request will allow the homeowner to participate in the City of Augusta Lead Safe Housing Initiative.

**Financial Impact:** Augusta, Georgia receives funding from HUD annually.

**Alternatives:** Deny HCD's Request

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

**Funds are available in the following accounts:** Lead Grant: Total Amount Requested: \$27,500.00  
221073232-5211120- Contractual Services

**REVIEWED AND APPROVED BY:** Procurement  
Finance  
Law  
Administrator  
Clerk of Commission

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

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FROM  
**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

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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**



**Administrative Services Committee Meeting**

Meeting Date: 03/10/2026

**HCD\_ Augusta/CSRA Habitat for Humanity Funding Request**

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**Department:** HCD

**Presenter:** Charles Jackson and/or HCD Staff

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

**Background:** Augusta/CSRA Habitat for Humanity has completed two single family units under the supervision and guidance of South Augusta Urban Development. Augusta/CSRA Habitat for Humanity continues to show interest in developing affordable housing in the Augusta area. To continue this partnership, HCD is requesting HOME funds to assist in constructing a single family unit:

Augusta/CSRA Habitat for Humanity is requesting:

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

The funding request is to assist with the cost associated with the construction of one single family affordable units.

**Analysis:** The approval will allow the partnership to continue with the construction of two units in the Augusta area to aid in the fighting of blight.

**Financial Impact:** HCD will utilize HOME Investment Partnership (HOME) funding received through its annual allocation from the US Housing and Urban Development Department on an annual basis. This approval would be for the amount of \$98,262.65

**Alternatives:** Do not approve HCD’s Request

**Recommendation:** Motion to approve Housing and Community Development Department’s (HCD's) request to provide funding to Augusta/CSRA Habitat for Humanity to continue

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

Item 3.

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

**REVIEWED AND  
APPROVED BY:**

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

**CONTRACT**

Between

**AUGUSTA, GEORGIA**

And

**AUGUSTA/CSRA HABITAT FOR HUMANITY**

In the amount of

**\$ 98,262.65**

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

For Fiscal Year **2024**

Providing Funding From

**HOME INVESTMENT PARTNERSHIPS PROGRAM**

***“608 Macon Avenue – Single Family Unit”***

**THIS AGREEMENT** (“*Contract*”), is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (“*the effective date*”) by and between Augusta, Georgia, a political subdivision of the State of Georgia, acting through the Housing and Community Development Department (hereinafter referred to as “*HCD*”) – with principal offices at 510 Fenwick , Augusta, Georgia 30901, as party of the first part (hereinafter called “*Augusta*”), and Augusta/CSRA Habitat for Humanity, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*Habitat*”) as party in the second part.

**WITNESSETH**

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

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

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

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

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

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

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

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

**ARTICLE I. SCOPE OF SERVICES**

**A. Scope of Services**

**a. Project Description**

Habitat for Humanity agrees to utilize approved HOME funds to support project related costs associated with property located at 608 Macon Avenue, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single-family unit.*
- ii. Will participate in bi-weekly construction meetings.*
- iii. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- iv. Perform all construction management and project oversight in accordance with all laws, ordinances and regulations of Augusta.*
- v. All projects are to possess the following components:*
  - 1. Evidence of Site Control

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

**B. Use of Funds**

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

**a. Construction Costs**

An amount not to exceed \$ **59,916.25** in HOME funds shall be expended by Habitat for Humanity from Year 2024 HOME Program funds for construction costs related to the development of one (1) single family unit at 2724 Richmond Hill Road in the Fleming Heights Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction-related fees.

The address for this project is:

- i. 608 Macon Avenue, Augusta, Georgia 30901

**b. Developer’s Fee**

An amount not to exceed \$ **38,346.40** in HOME funds shall be provided to Habitat for Humanity from Year 2024 HOME Program funds for administration and coordination of the construction of the development of one (1) single family unit within the Habitat Community. Developer’s Fee will be dispersed as follows:

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

Initial: \_\_\_\_\_

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

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Augusta Housing and Community Development Department

Habitat shall conduct project development activities and related services in its project area that incorporates the following boundaries: Richmond Hill Road. on the West; Anne Street on the East; Ruby Drive on the South; and Richard Roads on the North and its designated geographic boundaries approved by AHCD.

**D. Project Eligibility Determination**

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

**ARTICLE II. BUDGET AND METHOD OF PAYMENT**

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

**A. Funds**

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

- a. The method of payment shall be on a performance reimbursement basis. The Reimbursement Form (AIA Form) located in Appendix B. For invoicing, Habitat for Humanity will include documentation showing proof of payment in the form of a

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

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

Initial: \_\_\_\_\_

**B. Project Financing**

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

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

Initial: \_\_\_\_\_

**C. Timetable for Completion of Project Activities**

Habitat for Humanity shall obligate the designated funding within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Habitat for Humanity will provide a detailed outline of critical project milestones and projected expenditures during

the development project as Exhibit B. These documents will become an official part of the contractual agreement and provide the basis for overall project performance measurements.

a. Liquidated Damages

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

Initial: \_\_\_\_\_

**D. Project Budget: Limitations**

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

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

<b>Construction</b>	<b>\$ 59,916.25</b>
<b>Developer’s Fee</b>	<b>38,346.40</b>
<b>TOTAL HOME PROJECT COST:</b>	<b>\$ 98,262.65</b>

Initial: \_\_\_\_\_

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

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

If the eligible homebuyer (who received down payment assistance [HOME Program] or other development subsidy funds from Augusta) sells their property, then HCD shall capture the HOME funds which will ensure that the recaptured HOME Program funds are reinvested in other affordable housing in

Augusta for low and moderate-income persons. This shall be accomplished through deed restrictions, property liens, and contractual obligations, as described in Article I.B of this Agreement.

#### **ARTICLE IV. TERM OF CONTRACT**

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

#### **ARTICLE V: DOCUMENTATION AND PAYMENT**

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

Initial: \_\_\_\_\_

**ARTICLE VIII ADMINISTRATIVE REQUIREMENTS****A. Conflict of Interest**

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

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

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

**ARTICLE IX. OTHER REQUIREMENTS****A. Fair Housing**

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

**Non-Discrimination and Accessibility**

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

#### Enforcement Provisions

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

#### D. Labor Standards

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

#### E. Environmental Standards

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

#### F. Flood Insurance

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

G. Displacement and Relocation

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

H. Non-Discrimination in Employment

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

I. Employment and Business Opportunities

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

J. Lead-Based Paint

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

K. Debarred, Suspended or Ineligible Contractor

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

L. Drug Free Workplace

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Augusta Housing and Community Development Department

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

M. Publicity

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

N. Timely Expenditure of Funds

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

O. Compliance with Laws and Permits

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

P. Assignment of Contract

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

Q. Equal Employment Opportunity

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

R. Affirmative Action

Habitat for Humanity will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Habitat for Humanity will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or Habitat

for Humanity social status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Habitat for Humanity agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Habitat for Humanity agrees to make efforts to encourage the use of minority and women-owned business enterprises in connection with HOME supported activities.

S. Affirmative Marketing Plan

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

T. Religious Influence

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

U. Indirect Costs

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

V. Travel

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

W Construction Requirements - SEE APPENDIX C

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

**ARTICLE X. SUSPENSION AND TERMINATION**

- A. In the event Habitat for Humanity materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in

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Augusta Housing and Community Development Department

ARTICLE I, Scope of Services, Augusta may withhold cash payments until Habitat for Humanity cures any breach of the contract. If Habitat for Humanity fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for The Pineview project.

- B. Notwithstanding the above, Habitat for Humanity shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to Habitat for Humanity for the purposes of set off until such time as the exact amount of damages is determined.
- C. In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City of Augusta can terminate this contract if Habitat for Humanity breach this contract or violate any regulatory rules. The City of Augusta can terminate the contract in 30 days and call the note due.
- D. Notwithstanding any termination or suspension of this Contract, Habitat for Humanity shall not be relieved of any duties or obligations imposed on it under ARTICLES V, VI, VII, VIII, IX, XI, and XII of this agreement with respect to HOME funds previously disbursed or income derived therefrom.

**ARTICLE XI. NOTICES**

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

Augusta will receive all notice at the address indicated below:

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

With copies to:

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

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

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

**ARTICLE XII. INDEMNIFICATION**

Habitat for Humanity will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court

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Augusta Housing and Community Development Department

costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Habitat for Humanity specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

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

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

**ARTICLE XIII. INSURANCE AND BONDING**

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

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

**ARTICLE XIV. PRIOR AND FUTURE AGREEMENTS**

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

**ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED**

Each and every provision of any law or regulations and clause required by law or regulation to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or

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Augusta Housing and Community Development Department

is not correctly inserted, then upon application of either party this Contract shall forthwith be amended to make such insertion.

## **ARTICLE XVI. ANTI-LOBBYING**

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

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

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

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

**ARTICLE XVII. COUNTERPARTS**

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

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

ATTEST:

**AUGUSTA, GEORGIA**

(Augusta)

Approved as to form: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Garnett L. Johnson  
As its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Jackson  
As its Interim Director, HCD

Date: \_\_\_\_\_

SEAL

\_\_\_\_\_  
Lena Bonner  
As its Clerk

ATTEST:

**HABITAT FOR HUMANITY**

BY: \_\_\_\_\_

Its: \_\_\_\_\_ Date

\_\_\_\_\_  
Plain Witness                      Date

## APPENDIX A

### Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

### **Forms:**

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

## APPENDIX B

### REPORTING REQUIREMENTS

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

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

## APPENDIX C

### CONSTRUCTION REQUIREMENTS

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

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

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

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

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

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

## EXHIBIT “A”

### PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$98,262.65** in Year 2024 HOME Investment Partnerships Funds to Habitat for Humanity. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work commences and before funds can be released for payment reimbursement. Construction payments will be released to Habitat for Humanity in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Habitat for Humanity may use HOME funds under this contract for all the following purposes:
  - a. To support development costs as outlined in Item 6 below.
4. Completion Delays, Remedies, and Penalties
  - A. If the Contractor fails to complete the work within the time frame specified in the contract, plus any authorized delays, HCD may
    1. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
    2. Assess liquidated damages of fifty dollars (\$50.00) per working day from the schedule of completion to the date of final acceptance of the project. The total amount of liquidated damages will be deducted from the total contract price, plus any change order amounts.
  - B. The Contractor shall not be charged with liquidated damages for any delays in the completion of the work due:
    1. To any acts of the Federal, State, or City/County Government; including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason or war, National Defense, or other National, State or City/County emergency.
    2. To any acts of the Owner that hinder the progress of the work.
    3. To causes not reasonable foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to acts of God; as of the public enemy; acts of another contractor in the performance of some other contract with the owner; fires; epidemics; quarantine restrictions; strikes; freight embargoes; and weather

of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and

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

**6. Construction Costs and Requirements**

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

EXHIBIT "B"

**PROJECT SCHEDULE OF COMPLETION**

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



**Administrative Services Committee Meeting**

Meeting Date: 03/10/2026

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

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

**REVIEWED AND  
APPROVED BY:**

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

**AGREEMENT****BETWEEN****CITY OF AUGUSTA, GEORGIA  
AND****EAST AUGUSTA CDC****\$200,000.00****Two Hundred Thousand Dollars and 00/100****Funded by****The United States Department of Housing and Urban Development  
FISCAL YEAR 2024****HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM**

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

AND

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

**ARTICLE I  
PREAMBLE**

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

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

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

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

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

## **ARTICLE II**

### **DEFINITIONS AND IDENTIFICATIONS**

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

#### **Housing Opportunities for Persons with Aids (HOPWA) Program**

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

#### **Acquired immunodeficiency syndrome (AIDS) or related diseases**

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



With copy to: City of Augusta, Georgia  
 Attention: Hawthorne E. Welcher, Jr., Director  
 Housing and Community Development  
 510 Fenwick Street  
 Augusta, GA 30901

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

#### **ARTICLE IV** **GENERAL CONDITIONS**

##### A. General Compliance

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

##### B. Independent Sub Recipient

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

##### C. Hold Harmless

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

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

#### D. Insurance & Bonding

The Sub Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

**Workers' Compensation Employer's Liability with limits of:**

**\$100,000 Each Accident**

**\$500,000 Disease, Policy Limit**

**\$100,000 Disease, Each Employee**

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

#### E. The Grantee's Recognition

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

#### F. Amendments

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

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

## G. Performance

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

## H. SCOPE OF SERVICES

### Activities

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

- **Tenant-based Rental Assistance** includes payment of rent, including utilities, for housing which meets local housing codes / quality standards, HUD's standards for Fair Market Rent, and rent reasonableness requirements. Persons that receive rental assistance under this program must pay a portion of their rent and utilities as dictated by HUD guidelines.
- **Facility-Based/Permanent Supportive Housing Assistance** that will provide single room occupancy community residence that is safe and sanitary permanent supportive housing units. The community residence will house persons with HIV/AIDS.
- **Short-Term Rent, Mortgage, and Utility (STRMU) Assistance** that will provide payments to prevent the homelessness of a tenant or mortgagor of a dwelling for costs accruing over a period of no more than 21 weeks during any 52 week period. The assistance will be reasonable and be used in emergency situations in order to prevent homelessness.
- **Permanent Housing Placement** that will provide supportive housing activity that helps establish the household in a housing unit and may including reasonable costs of security deposits and first months rent for homeless persons. This assistance will not exceed two months of rent costs.
- **Supportive Services** include the costs of providing a wide range of supportive services like, assessment, permanent housing placement, housing case management and other services necessary to ensure the housing stability of the program participant.
- **Administrative Costs** – EACDC will use no more than 7 percent of the amount received for administrative costs. These costs will include costs for general management, oversight, coordination, evaluation, and reporting on eligible activities.

**Program Delivery**

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

**General Administration**

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

**Homeless Clientele**

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

**LEVELS OF ACCOMPLISHMENT – Goals and Performance Measures**

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

**STAFFING**

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

**Performance Monitoring**

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

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

**TIME OF PERFORMANCE**

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

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

I. Method of Payment

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

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

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

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

J. Budget

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

**Please note the budget as listed below.**

<b>Facility Maintenance</b>	<b>TBRA</b>	<b>STRMU</b>	<b>PHP</b>	<b>Support Services</b>	<b>Admin 7%</b>
<b>31,000.00</b>	<b>60,000.00</b>	<b>10,000.00</b>	<b>5,000.00</b>	<b>80,000.00</b>	<b>14,000.00</b>

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

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

#### J. Suspension or Termination

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

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

### **ARTICLE IV** **PERSONNEL & PARTICIPANT CONDITIONS**

#### A. Civil Rights

##### 1. Compliance

- a) The Sub Recipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Sub Recipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Sub Recipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in

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

2. Nondiscrimination

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

3. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

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

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

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

4. Conflict of Interest

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

- a) The Sub Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to HOPWA-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HOPWA-assisted activity, or with respect to the proceeds from the HOPWA-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-Recipient, or any designated public agency.

5. Lobbying

The Sub Recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (6) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

#### 6. Lobbying Certification

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

#### 7. Copyright

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

#### 8. Religious Activities

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

**ARTICLE V**  
**SEVERABILITY**

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

**ARTICLE VI**  
**SECTION HEADINGS AND SUBHEADINGS**

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

**ARTICLE VII**  
**WAIVER**

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

**ARTICLE VIII**  
**ENTIRE AGREEMENT**

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

**ARTICLE IX**  
**CHOICE OF LAW AND VENUE**

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

**SIGNATURE PAGE**

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

**ARTICLE XVII: COUNTERPARTS**

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

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

**ATTEST:** **AUGUSTA, GEORGIA**  
**(Grantee)**

Approved as to Form By (please initial here):

By: \_\_\_\_\_  
Augusta, GA Law Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor Garnett L. Johnson, as its Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Charles Jackson, as its Interim Director

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Lena Bonner, as its Clerk of Commission

Affix Seal Here:

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Witness

Date: \_\_\_\_\_

**SEAL**

**EXHIBIT “A”**  
**SUB-RECIPIENT ACKNOWLEDGEMENT**

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

**EXHIBIT “B”**  
**E-VERIFY**

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

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

**EXHIBIT "C"**  
**PROGRAM REQUIREMENTS**

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

1. Accounting and related records of Sub-recipient shall at a minimum include the following:
  - a. Voucher System - All supporting documentation, such as purchase order, invoices, receiving reports and requisitions.
  - b. Books of Original Entry - Cash receipts and disbursements journal, general ledger.
  - c. Chart of Accounts - Listing of accounts must be maintained in the accounting system.
  - d. Personnel Records - Separate personnel file shall be maintained for each project employee. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at the time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
  - e. Attendance Certification - Attendance records shall be maintained for all personnel paid with HOPWA funds. Attendance and Pay shall be certified by both the employee and their immediate supervisor. This applies to part-time as well as full-time personnel. In addition to accounting for daily attendance, the type of leave taken (annual, sick, or other), shall be disclosed. Daily attendance records must support budgetary changes for payroll purposes.
  - f. Payroll Records - Formal payroll records supporting cash disbursements to employees shall be maintained. Such records shall disclose each employee's name, job title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely quarterly payment of taxes withheld from employees for the Federal Government, along with required matching costs, are required. In addition, all charges for payroll purposes shall be in accordance with the budget submitted to the Grantee.
  - g. Checking Accounts - Monthly bank reconciliation shall be conducted by Sub-recipient. All checks, stubs, etc. shall be pre-numbered and accounted for, including voided checks. Check stubs, cancelled checks, and deposit slips must be readily available for audit purposes. Bank statements showing the disbursement of payroll shall be added to all salary pay requests.
  - h. Petty Cash - Sub-recipient is encouraged to use an impress or cash advance system and adhere to a monthly, or if necessary, more frequent reimbursement procedure if any HOPWA funds are used as petty cash.
  - i. Purchasing Practices - HUD considers State-purchasing regulations to be an acceptable standard for purchasing practices. Local purchasing practices and other procedures shall prevail unless State and/or Federal practices and procedures are more stringent. Therefore, Sub-recipient is obligated to conform to the more restrictive practices and

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

- j. Inventories - Sub-recipient is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with HOPWA funds.
  - k. Property Records - Sub-recipient is required to maintain formal subsidiary records to control all project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted, and the books shall reflect the actual value of property on hand at the end of the fiscal year.
2. All projects accounting records and supporting documents shall be maintained for a period of at least five (5) years after termination of the Grantee's award. The records shall be made available to the Grantee, HUD and/or any of their authorized representatives.
  3. Sub-recipient should maintain records in an orderly manner, with separate identification for different federal time periods. Records must be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the Grantee's staff, HUD officials and others who may be authorized to examine such records.
  4. REPORT SCHEDULE  
Reports are to be submitted through Neighborly to the Department by the 15<sup>th</sup> of the month in which it is due.

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

**EXHIBIT "D"**  
**ADMINISTRATIVE REQUIREMENTS**

A. Continuum of Care Participation (24 § 576.400)

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

B. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

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

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

## C. Documentation and Recordkeeping

### 1. Records to be maintained

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

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

### 2. Retention

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

### 3. Client Data

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

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

### 4. Disclosure

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

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

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

#### 5. Close-outs

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

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

#### 6. Audits & Inspections

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

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

Forms

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



**Administrative Services Committee**

Tuesday, March 10, 2026

Bid # 25-192; Augusta Commons – Electrical Improvements

- Department:** Central Services Department
- Presenter:** Horace Green
- Caption:** Motion to approve the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of \$538,400.00 to be performed by RG Novello Inc. and to approve reassignment of recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project.
- Background:**

The electrical scope of work at the Augusta Commons includes the demolition and replacement of existing inground connectors, inground boxes and conduits due to the current condition of the system. Additional electrical services include stage power, powered bollards with lights, electrical panel modifications and replacement.

The lowest compliant bid was above the estimated budget of \$339,000.00. Additional funds from previous SPLOST and ARPA projects have been assigned to cover the difference of \$199,400.00. The recapture of unspent SPLOST 6 and 7 funds and American Rescue Plan Act (ARPA) funds were approved by the Recreation & Parks and Finance Departments.

The Central Services Department recommends the award of a contract to RG Novello, Inc. for the electrical improvements project. This company will perform the required work utilizing the specification and plans provided by Johnson, Laschober & Associates, Inc. included in the bid scope.
- Analysis:** Central Services recommends award to RG Novello Inc., as the company submitted the lowest compliant bid.
- Financial Impact:** **The total cost is \$538,400.00** as itemized in the attachment. Recreation & Parks has been working with Finance and the Capital Projects Manager to review open Recreation SPLOST projects from previous phases. This review has identified a total of \$64,073.00 available to be recaptured from SPLOST VI completed projects and \$32,927.00 available from SPLOST VII. In addition, Recreation is requesting to reassign \$102,400.00 from the Sue Reynolds Park project allocated under ARPA.
- Alternatives:**
  - 1) To approve the bid.
  - 2) To not approve the bid.
- Recommendation:** Motion to approve the award of bid #25-192, Augusta Commons – Electrical Improvements in the amount of \$538,400.00 to be performed by RG Novello

Inc. and to approve reassignment of recaptured SPLOST VI, VII, and American Rescue Plan Act allocations to the project.

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

**\$538,400.00;** Capital & SPLOST 6, SPLOST 7, ARPA

GL 272-04-1120-5412110 - \$339,000.00 (Capital)

GL 325-06-1110 JL 221066900 - \$64,073.00 (SPLOST VI recapture)

GL 325-06-1110 JL 225057900 - \$32,927.00 (SPLOST VII recapture)

ARPA - Sue Reynolds Park - \$102,400.00

**REVIEWED AND  
APPROVED BY:**

### Invitation to Bid

Sealed bids will be received at this office until **Wednesday, July 16, 2025 @ 11:00 a.m.** via ZOOM Meeting ID: **894 3092 2753**; Passcode: **25192** for furnishing:

**Bid Item #25-192                      Augusta Commons – Electrical Improvements for Augusta, GA – Central Services Department – Facilities Maintenance**

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

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

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

**A Pre-Bid Conference will be held on Monday, June 30, 2025 @ 10:00 a.m. via Zoom Meeting ID: 879 9441 6828; Passcode: 25192. Optional Site Visit will be held on Tuesday, July 1, 2025; please contact Maria Rivera-Rivera at (706) 821-1629 in advance.**

All questions must be submitted in writing by fax to 706 821-2811 or by email to [procbidandcontract@augustaga.gov](mailto:procbidandcontract@augustaga.gov) to the office of the Procurement Department by Wednesday, July 2, 2025 @ 5:00 P.M. No bid will be accepted by fax or email, all must be received by mail or hand delivered. **To ensure timely deliveries, all submittals must be received during our normal office hours from 8:30 a.m. to 5:00 p.m., Monday through Friday. No deliveries will be accepted prior to 8:30 a.m. or after 5:00 p.m., as the building is closed to the public and delivery services outside of these hours.**

No bids may be withdrawn for a period of ninety (90) days after bids have been opened, pending the execution of contract with the successful bidder. **A 10% Bid bond is required to be submitted along with the bidders' qualifications. A 100% performance bond and a 100% payment bond will be required for award.**

**Invitation for bids and specifications.** An invitation for bids shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the invitation to bid including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waiveable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark BID number on the outside of the envelope.

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

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

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

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

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

DARRELL WHITE, Interim Procurement Director

Publish:

Augusta Chronicle                      June 5, 12, 19, 26, 2025  
Metro Courier                              June 5, 2025

**AW Electric**

1010 Druid Park Ave  
Augusta, GA 30904  
**(RETURNED MAIL)**

**JHC Corporation**

1029 Peachtree Pkwy N #359  
Peachtree City, GA 30269

**Alrich Electric**

2110 Vandivere Rd  
Augusta, GA 30904

**5 Points Electrical Company, LLC**

1455 Oakbrook Dr., Ste. 900  
Norcross, GA 30093

**RBG Electrical, LLC**

2443 Powder Springs Rd., S.W.  
Marietta, GA 30064  
**(RETURNED MAIL)**

**Intellispring Technologies, Inc.**

4353 Tilly Mill Rd., Ste. 100  
Atlanta, GA 30360

**Kilcrease Controls, Inc.**

560 Supper Club Rd.  
Dallas, GA 30132

**Power & Ground, Inc.**

503 Hillwood Corcle  
Augusta, GA 30909

**Horizon Construction**

P.O. Box 798  
Evans, GA 30809

**Hebbard Electrical Inc.**

2225 North Leg Road  
Augusta, GA 30909

**Helm Electric Inc.**

124 E Boundary  
Augusta, GA 30901

**Southeastern Electrical Specialists, LLC**

472 Flowing Wells Rd Ste H-3  
Martinez, GA 30907

**AAA Electrical Services**

9139 Campground Rd  
Matthews, GA 30818

**Capital City Electrical Services, LLC**

1346 Oakbrook Dr #170A  
Norcross, GA 30093

**Voltz Electrical Services**

3119 Mike Padgett Highway  
Augusta, GA 30906

Ron Lampkin  
Central Services

Maria Rivera-Rivera  
Central Services

Phyllis Johnson  
Compliance

**Bid Item # 25-192 Augusta  
Commons-Electrical Improvements  
for Augusta, GA-Central Services  
Bid Due: Wed,7/16/25 @ 11:00 a.m.**

**Bid Item # 25-192 Augusta  
Commons-Electrical Improvements  
for Augusta, GA-Central Services  
Mail Date: 6/5/25**

**Tywanna Scott**

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**From:** bidnotice.donotreply@doas.ga.gov  
**Sent:** Thursday, June 5, 2025 12:49 PM  
**To:** Tywanna Scott  
**Subject:** [EXTERNAL] Confirmation of the Event Batch Email process - PE-72155-NONST-2025-000000127

Dear Tywanna Scott,  
tscott@augustaga.gov

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

**Event Number: PE-72155-NONST-2025-000000127**  
**Event Title: 25-192 Augusta Commons - Electrical Improvements**  
**Event Type: Non-State Agency**

Process Log
2025/06/05 12:42:06 : Log starts for - 29580420 - EVENT_RELEASE_TO_SUPL
2025/06/05 12:42:10 : Email Process Log for the Event#: PE-72155-NONST-2025-000000127
2025/06/05 12:42:10 : Email Batch# 2506052736
2025/06/05 12:42:10 : Notification Type: EVENT_RELEASE_TO_SUPL
2025/06/05 12:42:59 : Bad Email not sent to pcannady of CONTINENTAL CONSTRUCTION COMPANY INC
2025/06/05 12:42:59 : Bad Email not sent to rhorton of CONTINENTAL CONSTRUCTION COMPANY INC
2025/06/05 12:48:17 : Bad Email not sent to ATTN: Trsargo Direct Procurement (trsargodirect@trsives.com) of Trsargo Direct
2025/06/05 12:49:22 : Total No of Contacts found for sending Email: 1188
2025/06/05 12:49:22 : No of Email(s) not sent due to Bad Email Address: 3

The sourcing event can be reviewed at:  
<https://ssl.doas.state.ga.us/gpr/eventDetails?eSourceNumber=PE-72155-NONST-2025-000000127&sourceSystemType=gpr20>

06/05/2025 12:49:22 PM

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

## Planholders

Add Supplier

Export To Excel

### Supplier (6)

Supplier <span>⇅</span>	Download Date
Bell Electric Services LLC	06/26/2025
ConstructConnect	06/11/2025
Dodge Data	06/05/2025
McAulliffe Realty, Inc. DBA Insurance Services of Augusta	07/22/2025
Onvia, Inc. - Content Department	06/05/2025
Tapline Utility Services LLC.	06/16/2025

Add Supplier

### Supplier Details

<b>Supplier Name</b>	Bell Electric Services LLC
<b>Contact Name</b>	Gabriel Bell
<b>Address</b>	5051 Peachtree Corners Cir Ste 237 , Peachtree Corners, GA 30092
<b>Email</b>	bellelectric80@gmail.com
<b>Phone Number</b>	770-676-7382

Remove

### Documents

Filename	Type	Action
25-192_ITB	Bid Document / Specifications	<a href="#">View History</a>
25-192_E-001_RC	Plans	<a href="#">View History</a>

**ELECTRICAL GENERAL NOTES:**

**GENERAL**  
THESE GENERAL NOTES PRESENT AND/OR SUMMARIZE KEY PRODUCT INFORMATION FOR THE PLAN READER'S CONVENIENCE. SEE PLANS AND SPECIFICATIONS FOR FURTHER REQUIREMENTS.

WORK COVERED BY THIS DOCUMENT SHALL INCLUDE ALL LABOR, MATERIAL, PRODUCTS, AND SERVICES FOR, AND INCIDENTAL TO, INSTALLATION OF COMPLETE AND OPERATING ELECTRICAL SYSTEMS DRAWN OR SPECIFIED.

ALL WORK SHALL CONFORM TO ALL APPLICABLE FEDERAL, STATE AND LOCAL CODES INCLUDING, BUT NOT LIMITED TO, THE NATIONAL ELECTRICAL CODE (NFPA 70-2020). ALL MATERIALS SHALL BE NEW AND UL LISTED/LABELED AS APPROPRIATE. FINAL LOCATIONS FOR ROUGH-INS SHALL BE VERIFIED WITH ACTUAL EQUIPMENT BEING CONNECTED. SUPPORT AND ATTACH ELECTRICAL EQUIPMENT IN ACCORDANCE WITH SEISMIC CONDITIONS AS DETERMINED BY THE STRUCTURAL ENGINEER/BUILDING DESIGNER AND THE INTERNATIONAL BUILDING CODE. AFTER COMPLETING INSTALLATION, REMOVE BURRS, DIRT, AND CONSTRUCTION DEBRIS FROM ALL ELECTRICAL WORK.

COORDINATE OUTLET LOCATIONS WITH ARCHITECTURAL PLANS, ELEVATIONS AND DETAILS.

COORDINATE SITE LIGHTING AND SITE UTILITIES WITH LANDSCAPING/CIVIL PLANS AND DETAILS.

CONTRACTOR TO COORDINATE SERVICE AND METERING INSTALLATION REQUIREMENTS, AIC RATING, AND PANEL SCOR WITH UTILITY COMPANY PRIOR TO BID AND INSTALLATION.

CONSULT MANUFACTURERS' SHOP DRAWINGS FOR REQUIREMENTS AND EXACT LOCATION OF ELECTRICAL CONNECTIONS FOR EQUIPMENT FURNISHED BY OTHERS. BRANCH-CIRCUIT WIRING SHALL MEET ALL REQUIREMENTS OF THE EQUIPMENT MANUFACTURER.

SIZE DISCONNECT SWITCHES AND OVERCURRENT PROTECTION IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS' RECOMMENDATIONS AND THE N.E.C.

SIZE FUSES IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS' RECOMMENDATIONS AND THE N.E.C.

INSTALL JUNCTION BOXES, CONDUIT BODIES, AND HANDHOLE ENCLOSURES SUCH THAT WIRING WITHIN IS ACCESSIBLE IN ACCORDANCE WITH NEC 314.29.

MOUNTING HEIGHT DIMENSIONS FOR WIRING DEVICES ARE FROM THE FINISHED FLOOR UP TO THE CENTER OF THE OUTLET BOX.

CENTER OUTLETS HORIZONTALLY IN ARCHITECTURAL FEATURES.

DO NOT SCALE DRAWINGS. DEVICE LOCATIONS ARE APPROXIMATE UNLESS DIMENSIONED. ACTUAL DEVICE LOCATIONS SHALL BE FIELD COORDINATED WITH ALL OTHER TRADES AND APPLICABLE CODES.

ORIENT PHOTOCELL(S) TO NORTHERN EXPOSURE AND SHIELD FROM EXTRANEOUS LIGHT.

DO NOT USE COMMON NEUTRALS FOR MULTI-WIRE CIRCUITS. INSTALL A NEUTRAL FOR EACH PHASE.

ALL CONDUCTORS SHALL BE NO SMALLER THAN #12.

ALL RACEWAYS SHALL BE 3/4" DIA. MIN. UNLESS OTHERWISE NOTED. CONDUCTORS

INSULATION SHALL COMPLY WITH NEMA WC 5. CONDUCTORS #8 AWG AND LARGER SHALL BE CONCENTRIC STRANDED. CONDUCTORS #10 AND SMALLER SHALL BE SOLID.

TYPE AND INSULATION (SERVICE): COPPER, TYPE THWN  
TYPE AND INSULATION (FEEDER): COPPER, TYPE THHN/THWN  
TYPE AND INSULATION (BRANCH): COPPER, TYPE THHN/THWN  
COPPER, TYPE MC

COLOR CODING (208/120 V, 3Ø): A-BLACK, B-RED, C-BLUE, N-WHITE, G-GREEN

**RACEWAYS**  
CONDUIT BODIES AND FITTINGS FOR RIGID METAL CONDUIT SHALL BE CAST THREADED TYPE. CONDUIT FITTINGS FOR ELECTRICAL METALLIC TUBING SHALL BE COMPRESSION TYPE. INSTALL 200 lb NYLON PULL CORD IN ALL EMPTY RACEWAYS FOR FUTURE USE. APPLY FIRESTOPPING TO ELECTRICAL PENETRATIONS OF FIRE-RATED FLOOR AND WALL ASSEMBLIES TO RESTORE ORIGINAL FIRE-RESISTANCE RATING OF ASSEMBLY.

OUTDOORS EXPOSED: RIGID GALVANIZED STEEL CONFORMING TO ANSI C80.5  
OUTDOORS UNDERGROUND: RIGID NONMETALLIC CONDUIT (SCHEDULE 40 PVC) CONFORMING TO NEMA TC 2  
OUTDOORS CONNECTED TO VIBRATING OR MOTORIZED EQUIPMENT: LIQUIDTIGHT FLEXIBLE METAL CONDUIT CONFORMING TO UL 360  
INDOORS CONCEALED: ELECTRICAL METALLIC TUBING CONFORMING TO ANSI C80.3  
INDOORS EXPOSED: ELECTRICAL METALLIC TUBING CONFORMING TO ANSI C80.3  
INDOORS CONNECTED TO VIBRATING OR MOTORIZED EQUIPMENT: FLEXIBLE METALLIC CONDUIT CONFORMING TO UL 1

**OUTLET BOXES**  
BOXES SHALL COMPLY WITH NEMA FB 1 AND SHALL BE CAST METAL TYPE FD WITH GASKETED COVER IN DAMP OR WET LOCATIONS.

**PULL AND JUNCTION BOXES**  
BOXES SHALL BE HOT-DIPPED GALVANIZED STEEL. BOX COVERS SHALL BE GASKETED TYPE WITH SCREWED OR BOLTED FASTENERS.

**WIRING DEVICES**  
DEVICES SHALL COMPLY WITH NEMA WD 1 AND WD 6. DEVICES SHALL BE COMMERCIAL SPECIFICATION GRADE OR BETTER. ALL DEVICES SHALL BE OF THE GROUNDING TYPE. DEVICES SHALL BE MOUNTED FLUSH WITH THE LONG DIMENSION VERTICAL AND GROUNDING TERMINAL OF RECEPTACLES ON TOP. SWITCHES SHALL BE QUIET TYPE. RATED 20 AMPERES AT 120/277 VOLTS. GROUND FAULT CIRCUIT INTERRUPTERS SHALL BE FEED-THROUGH TYPE. WEATHERPROOF COVERS SHALL BE PROVIDED IN DAMP OR WET LOCATIONS. PROGRAM OCCUPANCY SENSORS FOR FIFTEEN MINUTES WITH MEDIUM SENSITIVITY. TRAIN OWNER TO ADJUST TIME AND SENSITIVITY.

DEVICE COLOR: SELECTED BY ARCHITECT.  
DEVICE COVER: WEATHERPROOF.

**ELECTRICAL IDENTIFICATION**  
IN ADDITION TO CODE-REQUIRED LABELING, ALL PANELBOARDS, ELECTRICAL ENCLOSURES, TRANSFORMERS, AND DISCONNECT SWITCHES SHALL BE IDENTIFIED WITH AN ENGRAVED PLASTIC LAMINATED NAMEPLATE. LETTERING SHALL BE 1/2" INCHES HIGH AND SHALL BE WHITE ON A BLACK BACKGROUND. NAMEPLATES SHALL BE ATTACHED TO EQUIPMENT WITH STAINLESS STEEL SELF-TAPPING SCREWS. CONTRACTOR TO COORDINATE WITH THE UTILITY COMPANY TO DETERMINE THE AVAILABLE FAULT CURRENT AT THE PANEL LOCATION SHOWN ON THE DRAWINGS. CONTRACTOR TO PROVIDE ELECTRICAL EQUIPMENT WITH AIC RATING OVER THE CALCULATED FAULT CURRENT. CALCULATED FAULT CURRENT SHALL BE LISTED ON EACH PIECE OF ELECTRICAL EQUIPMENT. CONTRACTOR TO PROVIDE AND AFFIX ARC FLASH WARNING LABELS ON ALL ELECTRICAL SWITCHBOARDS, PANELBOARDS, MOTOR CONTROL CENTERS, LOAD CENTERS, DISCONNECTS AND ENCLOSED CIRCUIT BREAKERS PER 2020 NEC ARTICLE 110.16.

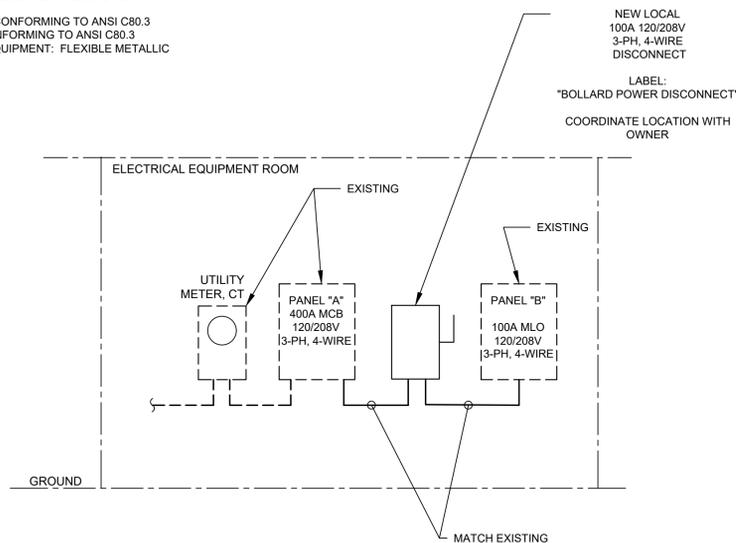
**GROUNDING**  
GROUNDING AND BONDING COMPONENTS SHALL COMPLY WITH UL 467. AN INSULATED EQUIPMENT-GROUNDING CONDUCTOR SHALL BE INSTALLED WITH CIRCUIT CONDUCTORS FOR ALL FEEDER AND BRANCH CIRCUITS. EXOTHERMIC-WELDED CONNECTIONS SHALL BE USED FOR ATTACHMENT TO STRUCTURAL STEEL AND UNDERGROUND CONNECTIONS. GROUNDING ELECTRODES SHALL BE 3/4" x 10' COPPERWELD TYPE.

**PANELBOARDS**  
PANELBOARDS SHALL COMPLY WITH NEMA PB 1. SHOP DRAWINGS FOR EACH PANELBOARD SHALL BE SUBMITTED AND SHALL INCLUDE BUS CONFIGURATION AND CURRENT RATINGS, OVERCURRENT DEVICE ARRANGEMENT AND SETTINGS, AND PANELBOARD SHORT CIRCUIT RATING. PHASE AND NEUTRAL BUSES SHALL BE COPPER. AN EQUIPMENT GROUND BUS SHALL BE PROVIDED AND SHALL BE BONDED TO THE PANEL BOX. PANELBOARDS WITH A MAIN SERVICE DISCONNECT SHALL BE LISTED FOR USE AS SERVICE EQUIPMENT. PANELBOARD TRIM SHALL BE BOLT-ON TYPE. CIRCUIT BREAKERS SHALL BE BOLT-ON TYPE. CIRCUIT BREAKERS SHALL BE LISTED FOR SWD, HID OR HACR USE AS APPROPRIATE. MULTIPLE CIRCUIT BREAKERS SHALL HAVE A COMMON TRIP. TANDEM CIRCUIT BREAKERS SHALL NOT BE USED. FILLER PLATES SHALL BE INSTALLED IN UNUSED SPACES. A TYPED CIRCUIT DIRECTORY SHALL BE INSTALLED ON THE INSIDE OF THE PANELBOARD DOOR.

**FUSES**  
FUSES SHALL BE NEMA FU 1 CARTRIDGE TYPE. VOLTAGE RATING SHALL BE CONSISTENT WITH CIRCUIT VOLTAGE. ARRANGE FUSES IN FUSIBLE DEVICES SO FUSE RATINGS ARE READABLE WITHOUT REMOVING FUSE. INSTALL TYPEWRITTEN LABELS ON INSIDE DOOR OF EACH FUSIBLE DEVICE TO INDICATE FUSE REPLACEMENT INFORMATION.

MOTOR FEEDER AND BRANCH CIRCUITS: UL CLASS RK5, TIME DELAY  
OTHER FEEDER AND BRANCH CIRCUITS: UL CLASS RK1, NON-TIME DELAY

**DISCONNECT SWITCHES**  
SWITCHES SHALL BE FUSED OR NONFUSED NEMA KS 1 TYPE HD. SWITCHES SHALL BE HANDLE LOCKABLE AND INTERLOCKED WITH COVER IN CLOSED POSITION. ENCLOSURES SHALL BE NEMA TYPE 1 IN INDOOR LOCATIONS AND NEMA TYPE 3R IN OUTDOOR LOCATIONS. HVAC EQUIPMENT DISCONNECTS ARE TO BE CONSIDERED ELECTRICAL EQUIPMENT AND SHALL BE INSTALLED TO MAINTAIN WORKING SPACE PER 2020 NEC ARTICLE 110.26.



**1 POWER RISER DIAGRAM**  
SCALE: NONE

**ELECTRICAL SYMBOLS**

- ⊙<sub>1</sub> SPECIAL OUTLET - SEE SCHEDULE
- ☆ EXISTING STREET LIGHT
- ⊙ BOLLARD LIGHT. SEE SCHEDULE
- ⊕ WP QUADRUPEX CONVENIENCE OUTLET IN BOLLARD GROUND FAULT INTERRUPTER TYPE WITH WEATHERPROOF COVER
- ⊕ WP DUPLEX CONVENIENCE OUTLET WEATHERPROOF GROUND FAULT INTERRUPTER TYPE

LOCATION		ELECTRICAL EQUIPMENT ROOM		MAIN AMPS		400		VOLTAGE		120/208V		PHASE		3 WIRE 4		S.C.C. SEE NOTE 1 MIN., FULLY-RATED		PANEL OVERCURRENT PROTECTION 100% RATED	
MIN. WIRE/CONDUIT SIZE	VA	SERVING	BREAKER AMPS	P	CKT	PHASE	CKT	BREAKER P	AMPS	SERVING	VA	MIN. WIRE/CONDUIT SIZE							
EXISTING	3,900	220V. MIDWEST PNL #1	50	2	1	A	2	1	20	LIGHTS	1,000	EXISTING							
EXISTING	3,900	220V. MIDWEST PNL #2	50	2	3	B	4	1	20	LIGHTS	1,000	EXISTING							
EXISTING	3,900	220V. MIDWEST PNL #3	50	2	5	A	6	1	20	LIGHTS	1,000	EXISTING							
EXISTING	3,900	220V. MIDWEST PNL #4	50	2	7	A	8	1	20	LIGHTS	1,000	EXISTING							
EXISTING	3,900	220V. MIDWEST PNL #5	50	2	9	B	10	1	20	BOLLARD LIGHTS	432	1 SET OF 2#12, #12G, 3/4"C.							
EXISTING	3,900	~	50	2	11	A	12	1	20	BOLLARD LIGHTS	336	1 SET OF 2#12, #12G, 3/4"C.							
EXISTING	3,900	~	50	2	13	A	14	1	20	BOLLARD LIGHTS	432	1 SET OF 2#12, #12G, 3/4"C.							
EXISTING	1,200	~	50	2	15	B	16	1	20	BOLLARD LIGHTS	480	1 SET OF 2#12, #12G, 3/4"C.							
EXISTING	1,200	~	50	2	17	C	18	1	20	BOLLARD LIGHTS	~	~							
EXISTING	1,200	~	50	2	19	A	20	1	20	SPARE	~	~							
EXISTING	1,200	~	50	2	21	B	22	1	20	SPARE	~	~							
EXISTING	1,200	~	50	2	23	A	24	1	20	SPARE	~	~							
EXISTING	1,200	~	50	2	25	A	26	1	20	TIME CLOCK FOR SPRINKLER	500	1 SET OF 2#12, #12G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	360	CHRISTMAS TREE NORTH	20	1	27	B	28	1	20	SPARE	~	~							
1 SET OF 2#10, #10G, 3/4"C.	360	CHRISTMAS TREE SOUTH	20	1	29	C	30	1	20	SPARE	~	~							
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 1 NORTH*	100	3	31	A	32	1	20	SPARE	~	~							
6,000	~	~	~	~	33	B	34	1	20	SPARE	~	~							
6,000	~	~	~	~	35	C	36	1	20	SPARE	~	~							
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 2 NORTH*	100	3	37	A	38	3	100	PANEL "B"	8,640	EXISTING							
6,000	~	~	~	~	39	B	40	~	~	~	7,920	"							
6,000	~	~	~	~	41	A	42	~	~	~	7,200	"							
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 1 SOUTH*	100	3	43	A	44	1	20	SPARE	~	~							
6,000	~	~	~	~	45	B	46	1	20	SPARE	~	~							
6,000	~	~	~	~	47	C	48	1	20	SPARE	~	~							
1 SET OF 3#1/0, #3G, 2"C.	6,000	STAGE POWER VLT 2 SOUTH*	100	3	49	A	50	1	20	SPARE	~	~							
6,000	~	~	~	~	51	B	52	1	20	SPARE	~	~							
6,000	~	~	~	~	53	C	54	1	20	SPARE	~	~							

REMARKS: \*ONLY ONE PAIR OF STAGE POWER CIRCUITS TO BE USED AT A TIME AT FULL DESIGN CAPACITY.

LOCATION		ELECTRICAL ROOM		MAIN AMPS		100		VOLTAGE		120/208V		PHASE		3 WIRE 4		S.C.C. SEE NOTE 1 MIN., FULLY-RATED		PANEL OVERCURRENT PROTECTION 100% RATED	
MIN. WIRE/CONDUIT SIZE	VA	SERVING	BREAKER AMPS	P	CKT	PHASE	CKT	BREAKER P	AMPS	SERVING	VA	MIN. WIRE/CONDUIT SIZE							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	1	A	2	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	3	B	4	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	5	A	6	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	7	A	8	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	9	B	10	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	11	A	12	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	13	A	14	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	15	B	16	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	17	C	18	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	19	A	20	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	21	B	22	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	23	A	24	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	25	A	26	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	27	B	28	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	29	C	30	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	31	A	32	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	33	B	34	1	20	BOLLARD RECEPTACLES	720	1 SET OF 2#10, #10G, 3/4"C.							
1 SET OF 2#10, #10G, 3/4"C.	720	BOLLARD RECEPTACLES	20	1	35	C	36	1	20	SPARE	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	20	1	37	A	38	1	20	SPARE	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	20	1	39	B	40	1	20	SPARE	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	20	1	41	C	42	~	~	~	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	~	~	43	A	44	~	~	~	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	~	~	45	B	46	~	~	~	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	~	~	47	C	48	~	~	~	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	~	~	49	A	50	~	~	~	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	~	~	51	B	52	~	~	~	~	~							
1 SET OF 2#10, #10G, 3/4"C.	720	SPARE	~	~	53	C	54	~	~	~	~	~							

REMARKS:



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FAX (706) 724-3935  
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CLIENT: AUGUSTA - RICHMOND COUNTY CENTRAL SERVICES DEPARTMENT  
PROJECT NAME: AUGUSTA COMMONS ELECTRICAL IMPROVEMENTS

PROJECT LOCATION: 836 REYNOLDS ST., AUGUSTA,

**SITE PLAN DEMOLITION NOTES:**

- CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION. HISTORICAL BRICKS ARE NOT TO BE DAMAGED. COORDINATE DEMOLITION WITH OWNER.
- DEMOLISH ALL UNUSED ELECTRICAL BOXES.
- TRACE CIRCUITS IN FIELD FROM EXISTING PANELS AND CONTACTOR BOXES. COORDINATE WITH OWNER WHICH EXISTING CIRCUITS ARE TO BE DEMOLISHED AND WHICH ARE TO REMAIN IN PANELS.

**SITE PLAN CONSTRUCTION NOTES:**

- ALL LOCATIONS ON DRAWINGS ARE APPROXIMATE. COORDINATE EXACT LOCATIONS WITH OWNER.
- COORDINATE EXACT LOCATIONS OF BOLLARDS AND RECEPTACLES WITH OWNER.
- COORDINATE ROUTING OF CONDUIT WITH OWNER.
- VERIFY THAT ALL PANELS IN ELECTRICAL ROOM ARE GROUNDED PROPERLY.
- ALL HISTORICAL BRICKS MUST BE SAVED.
- CONTRACTOR IS TO RESTORE ANY DISTURBED LANDSCAPING AND BRICKWORK TO ITS ORIGINAL CONDITION AFTER CONSTRUCTION.

**SITE PLAN KEYED NOTES:**

- INDICATED PANEL LOCATION IS APPROXIMATE, COORDINATE EXACT LOCATION WITH OWNER.
- DEMOLISH EXISTING FIXTURE AND ELECTRICAL IN THIS LOCATION.
- DEMOLISH EXISTING RV BOX AT THIS LOCATION.
- CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-12. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
- CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-14. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
- CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-16. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
- CONNECT BOLLARD LIGHTS USING 2 #10 AWG, #10 GND AND A 20A BREAKER TO CIRCUIT A-18. PROVIDE PHOTOCELL AND TIME CLOCK TO CONTROL LIGHTING.
- CONNECT BOLLARD LIGHTING TO ADJACENT LIGHTING CIRCUIT USING 2 #10 AWG, #10 GND.
- FIELD EVALUATE EXISTING WIRE AND REUSE IF POSSIBLE.

**ELECTRICAL PANELS CONSTRUCTION NOTES:**

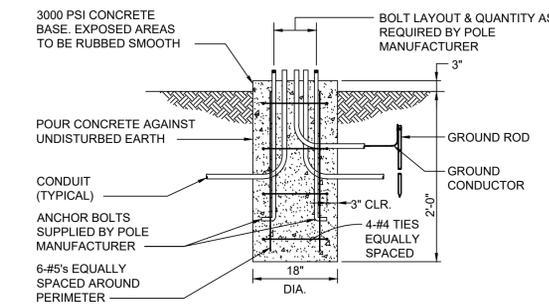
- PROVIDE NEW DISCONNECT FOR PANEL "B". COORDINATE LOCATION OF DISCONNECT WITH OWNER.
- COORDINATE WITH OWNER AND MOVE ALL CIRCUITS/LOADS REQUIRING CONTINUOUS OPERATION TO PANEL "A".
- PANEL/CIRCUIT SCHEDULING AND PLACEMENT CAN BE ADJUSTED AS NECESSARY.

SPECIAL OUTLET SCHEDULE	
ID	DESCRIPTION
1	AUGUSTA LED BOLLARD WITH QTY TWO (2) GROUND FAULT INTERRUPTER TYPE RECEPTACLES. STERNBERG PART NUMBER 5201LED-4671L40TS-MDL072-GFI-LPIUC/BK. PROVIDE TWO (2) GFCI RECEPTACLES. PROVIDE FOR A COMPLETE INSTALLATION.
2	CHRISTMAS TREE POWER. PROVIDE AND INSTALL WATERPROOF INGROUND QUADRAPLEX RECEPTACLE. LEGRAND MODEL # XB814C520BK. PROVIDE LOCKABLE RV STYLE 50/30/20 PEDESTAL. COORDINATE EXACT TYPES AND LOCATIONS WITH OWNER. MOUNT AGAINST WALL. PROVIDE FOR A COMPLETE INSTALLATION.
3	STAGE POWER STAND. PROVIDE LARGE WEATHERPROOF GREEN ELECTRICAL FREE STANDING ENCLOSURE TO CONCEAL CONTRACTOR PROVIDED 100A 3 PHASE DISCONNECTS QTY 2. PROVIDE SEPARATE CIRCUIT FOR EACH DISCONNECT. PROVIDE COMPATIBLE FLUSH MOUNT PLUG ON SIDE OF BOX FOR STAGE POWER. COORDINATE EXACT TYPES AND LOCATIONS WITH OWNER. PROVIDE FOR A COMPLETE INSTALLATION.
4	AUGUSTA BOLLARD (WITHOUT LED LIGHT) WITH QTY TWO (2) GROUND FAULT INTERRUPTER TYPE RECEPTACLES. STERNBERG PART NUMBER 5201B-4672-GFI-LPIUC/BK. PROVIDE TWO (2) GFCI RECEPTACLES. PROVIDE FOR A COMPLETE INSTALLATION.
5	AUGUSTA BOLLARD (WITHOUT LED LIGHT) WITH QTY TWO (2) GROUND FAULT INTERRUPTER TYPE RECEPTACLES. STERNBERG PART NUMBER 5201B-4672-GFI-LPIUC/BK. PROVIDE TWO (2) GFCI RECEPTACLES. PROVIDE FOR A COMPLETE INSTALLATION.

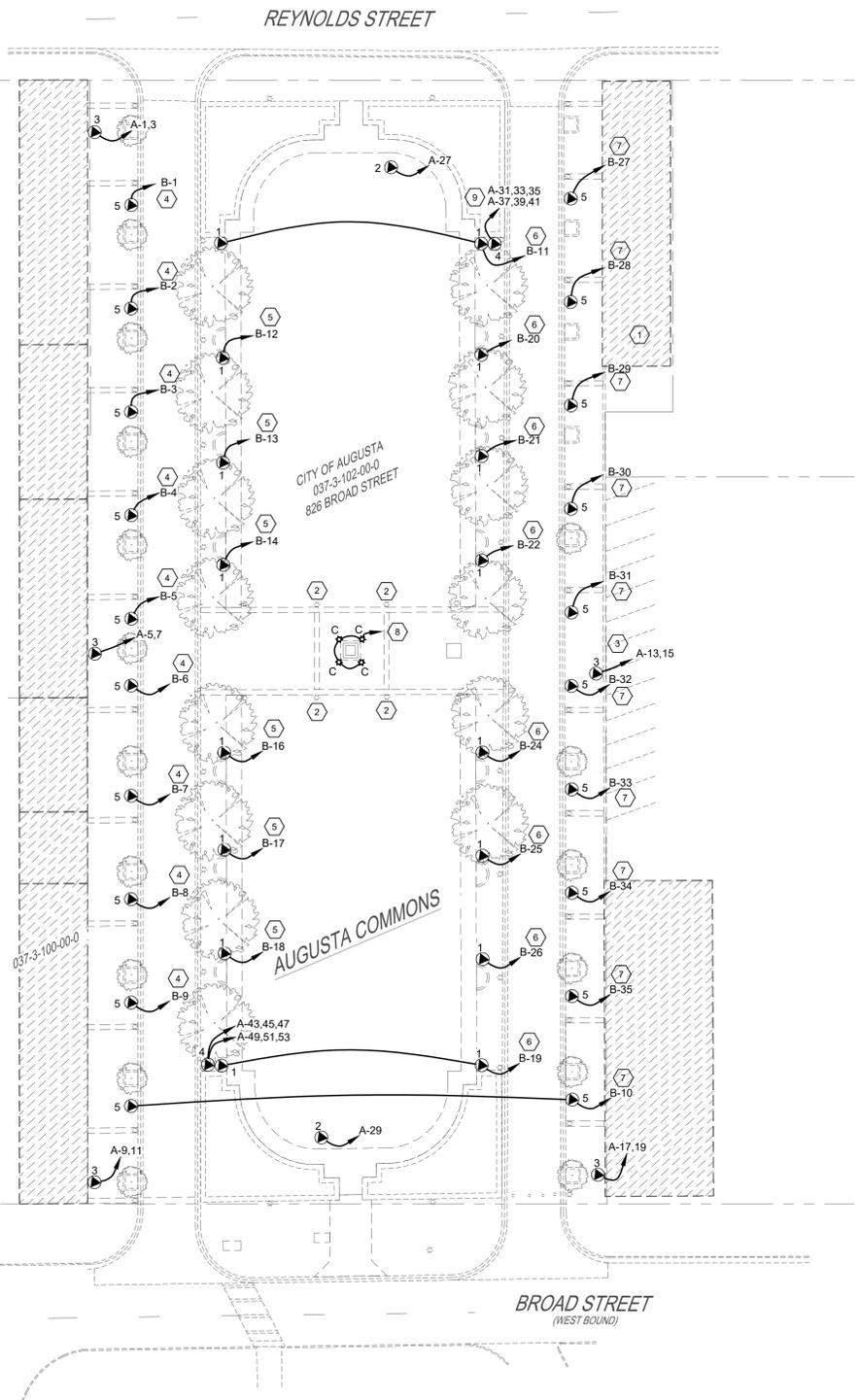
**SPECIAL OUTLET SCHEDULE NOTES:**  
 PROVIDE LOCAL DISCONNECTING FOR DEVICES WITHOUT RECEPTACLE. COORDINATE WITH MOCP.

LIGHTING FIXTURE SCHEDULE							
ID	MANUF.	MODEL NUMBER	VOLT.	WATTS	LAMP TYPE	MOUNTING	REMARKS
C	LIGMAN	UFRE-10021 2X12W LED W35 BY OWNER 120/277V	120/277	24	LED	BOLLARD	BOLLARD LIGHT. AIM LIGHTING AT STATUE. MANUFACTURER TO PROVIDE CHAIN CONNECTIONS. CONTRACTOR TO PROVIDE APPROVED CHAIN BETWEEN BOLLARDS. COORDINATE ROTATION OF BASE PLATE AND STUDS WITH MANUFACTURER.

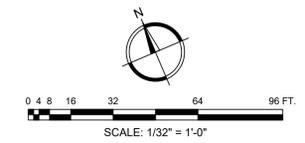
**LIGHTING FIXTURE SCHEDULE NOTES:**  
 COORDINATE ALL FINISH OPTIONS WITH ARCHITECT.



**2 TYPICAL - BOLLARD MOUNTING DETAIL**  
 ES100 NOT TO SCALE



**1 ELECTRICAL SITE PLAN**  
 ES100 SCALE: 1/32" = 1'-0"



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CLIENT: AUGUSTA - RICHMOND COUNTY CENTRAL SERVICES DEPARTMENT  
 PROJECT NAME: AUGUSTA COMMONS ELECTRICAL IMPROVEMENTS  
 PROJECT LOCATION: 836 REYNOLDS ST., AUGUSTA, GA 30901

REV	DATE	BY	DESCRIPTION
C	11/26/24	CEB	ISSUED FOR VE CHANGES
B	08/06/24	HJW	ISSUED FOR CONSTRUCTION
A	07/01/24	HJW	ISSUED FOR 60% OWNER REVIEW

PROJECT NO.	3042.2405
DRAWN BY:	CEB
CHECKED BY:	CEB
DATE:	06/28/2023
SHEET TITLE:	
<b>ELECTRICAL SITE PLAN</b>	
SCALE:	AS NOTED
DRAWING NO.	ES100
REV.	C

192\_168\_255:12/Projects/30322265/192\_181\_City of Augusta Commons Electrical Improvements/ES100.dwg PlotDate: 11/26/2024 2:33 PM By: Clay Blanton



## MEMO

Memo No: 001

Date: 6/28/2023

Job #: 3042.2405

Subject: Augusta Commons Electrical Improvements

Howard Wayt, with JLA visited the site and met with City Staff the below is a recap of the improvements to be made.

The City is interested in the following electrical improvements:

- 1) Replace existing 220VAC in-ground connectors at corners and centers of commons with new boxes on stands (RV direct bury boxes) at back edge of sidewalk (same as existing locations)
- 2) Replace existing 120VAC in-ground boxes on outside edges of streets with new boxes on stands (RV direct bury boxes) at edge of road directly in front of GA Power-owned light poles.
- 3) Replace existing 120VAC in-ground boxes on outside edges of commons pathways with power bollards (probably lighted, use same as Augusta Saturday Market, they like those).
- 4) Demolish existing in-ground 120VAC boxes on Commons grass areas (inside pathways) and move power to new bollards on outside of pathways (if possible)
- 5) Replace existing in-ground 120VAC in-ground boxes at corners of center cross-path (possibly use bollards)
- 6) Replace existing power disconnects for stage at Reynolds end of Commons with something more permanent and add identical setup at Broad St end of Commons.
- 7) Replace conduit stub for Christmas tree at Reynolds end of Commons with in-ground box and outlets.
- 8) Replace existing lights for statues at sides of cross-walk with lights on posts (with chains between them?) at corners of statue base (decorative bollards with lights mounted on top?)

Existing panels are in City offices building at corner of Commons at Reynolds St. Panels are in good condition and can be reused but may need a new additional panel if we intend to provide individual circuits for power like JLA designed at the Saturday Market.

cc: file

NANCY

Item 5.



# Central Services Department

Horace Green, Director 2760 Peach Orchard Road, Augusta GA 30906  
Maria Rivera-Rivera, Deputy Director (706) 828-7174 Phone (706) 799-5077 Fax

NOV 25 '25 PM 3:28

## MEMORANDUM

**TO:** Mr. Andy Penick, Director, Procurement Department 

**FROM:** Mr. Horace Green, Director, Central Services Department 

**DATE:** November 24, 2025

**SUBJECT:** Bid Item #25-192; Augusta Commons – Electrical Improvements

On Wednesday, July 23, 2025, the Central Services Department – Facilities Maintenance Division received proposals for bid item #25-192; Augusta Commons – Electrical Improvements Project. RG Novello Inc. submitted the lowest compliant bid for a total of \$538,400.00.

Due to the current conditions of the electrical system and the narrow window from January to March 2026 to perform this project, additional funds under SPLOST have been assigned to cover the difference of \$199,400.00. The original estimated budget was defined as \$339,000.00.

The Central Services Department recommends the award of a contract to RG Novello, Inc. for the electrical improvements project. This company will perform the required work utilizing the specification and plans provided by Johnson, Laschober & Associates, Inc. included in the bid scope.

Thank you for your assistance in securing these prices. Please do not hesitate to call if you have any questions or need additional clarification.

cc: Horace Green  
Maria Rivera-Rivera

**Maria Rivera-Rivera**

---

**From:** Maria Rivera-Rivera  
**Sent:** Thursday, September 25, 2025 12:02 PM  
**To:** Tameka Williams; Ron Lampkin; Horace Green  
**Cc:** Katie Cornelius; Alphonza Williams  
**Subject:** Bid# 25-192; Augusta Commons - Electrical Improvements  
  
**Importance:** High

Good morning,

This purpose of this email is to summarize the status of **Bid#25-192; Augusta Commons – Electrical Improvements.**

Bid proposals for this project were received, but the amounts exceeded the estimated budget.

Estimated budget - \$339,000.00

RG Novello, Inc. - \$538,400.00      (-\$199,400)  
Horizon Construction - \$792,000.00      (-\$453,000)  
JHC Corporation - \$866,500.00      (-\$527,500)

As you may all know this is an extremely important project due to the current conditions of the electrical system at this location. Also, there is a window from January to March 2026 for the construction that should not be missed. It is my understanding that your department is working to find the funds to cover the difference.

Please keep me informed to move forward.

Regards,  
Maria Rivera-Rivera

---

**Maria Rivera-Rivera | Deputy Director, Facilities**  
**Augusta – Richmond County | Central Services Department**  
2760 Peach Orchard Rd | Augusta, Georgia 30906  
(p) 706-821-1629 | (f) 706-796-5077  
[MRivera-Rivera@augustaga.gov](mailto:MRivera-Rivera@augustaga.gov) | [www.augustaga.gov](http://www.augustaga.gov)



**Maria Rivera-Rivera**

**From:** Tameka Williams  
**Sent:** Friday, November 21, 2025 3:04 PM  
**To:** Maria Rivera-Rivera  
**Cc:** Alphonza Williams; Marilyn Newton; Frank Rost; Ron Lampkin  
**Subject:** Augusta Commons Electrical Work

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

Good Afternoon,  
 Below are the following funding sources identified for Augusta Commons Electrical Work. Please let us know if you have any questions.

SPLOST 6	328	328-06-1110	212066105	Augusta Common	<b>\$ 35,300.00</b>
SPLOST 7	329	329-06-1110	220057142	Boathouse Deck renovations	<b>\$ 367,418.00</b>
SPLOST 7	329	329-06-1110	218057231	Augusta Golf Course	<b>\$ 15,595.00</b>
SPLOST 7	329	329-06-1110	218057129	Augusta Common	<b>\$ 13,780.00</b>
SPLOST 7	329	329-06-1110	220057837	McBean Splash Pad	<b>\$ 3,552.00</b>
SPLOST 7	329	329-06-1110	217057116	Lake Olmstead Park	<b>\$ 102,755.00</b>
<b>TOTALS</b>					<b>\$ 538,400.00</b>

Tameka D. Williams, CPRP, CYSA  
 Recreation & Parks Director  
 Augusta Recreation and Parks Dept.  
 2027 Lumpkin Road | Augusta, GA 30906  
 706-796-5025 (Office)



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 AED:104.1



**Bid Opening: Bid Item #25-192 Augusta Commons-Electrical Improvements  
for Augusta, GA – Central Services Department/Facilities Maintenance  
Bid Due: Wednesday, July 23, 2025 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 15**  
**Total Number Specifications Download (Demandstar): 6**  
**Total Electronic Notifications (Demandstar): 239**  
**Georgia Procurement Registry: 1188**  
**Pre-Bid Conference Attendees: 20**  
**Total packages submitted: 3**  
**Total Non-Compliant: 0**

<b>VENDORS</b>	<b>RG Novello Inc. 35 Rabbit Trail Edgefield, SC 29824</b>	<b>JHC Corporation 15 Fresh Bru Dr Newnan, GA 30263</b>	<b>Horizon Construction &amp; Associates, Inc. P.O. Box 798 Evans, GA 30809</b>
<b>Attachment B</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>
<b>Addendum 1</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>
<b>E-Verify Number</b>	<b>2715317</b>	<b>413897</b>	<b>229921</b>
<b>SAVE Form</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>
<b>Bid Bond</b>	<b>YES</b>	<b>YES</b>	<b>YES</b>
<b>Base Bid:</b>	<b>\$538,400.00</b>	<b>\$866,500.00</b>	<b>\$792,000.00</b>



**Administrative Services Committee Meeting**

March 10, 2026

Minutes

<b>Department:</b>	N/A
<b>Presenter:</b>	N/A
<b>Caption:</b>	Motion to <b>approve</b> the minutes of the February 24, 2026 Administrative Services Committee Meeting.
<b>Background:</b>	N/A
<b>Analysis:</b>	N/A
<b>Financial Impact:</b>	N/A
<b>Alternatives:</b>	N/A
<b>Recommendation:</b>	N/A
<b>Funds are available in the following accounts:</b>	N/A
<b><u>REVIEWED AND APPROVED BY:</u></b>	N/A