



ADMINISTRATIVE SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, April 25, 2023

1:10 PM

ADMINISTRATIVE SERVICES

- 1.** Motion to approve Housing and Community Development Department's (HCD's) request to provide CDBG funding to reconstruct one (1) single family unit, identified as 1216 Branch Street.
- 2.** Motion to approve the development of (1) single-family home, new construction.
- 3.** Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers.
- 4.** Motion to approve the minutes of the Administrative Services Committee held on April 11, 2023.



Administrative Services Committee Meeting

Meeting Date: 04/25/2023

HCD_ Reconstruction of one (1) single family home approval request

Department:	HCD						
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff						
Caption:	Motion to approve Housing and Community Development Department’s (HCD's) request to provide CDBG funding to reconstruct one (1) single family unit, identified as 1216 Branch Street.						
Background:	<p>In 2008, the Augusta Commission passed legislation supporting community development. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.</p> <p>This project involves the demolition, reconstruction of one (1) single family home identified as 1216 Branch Street.</p> <table><tr><td><u>Address</u></td><td><u>Budget</u></td><td><u>Project Type</u></td></tr><tr><td>1216 Branch Street Augusta, GA 30901</td><td>\$269,934.53</td><td>Reconstruction</td></tr></table>	<u>Address</u>	<u>Budget</u>	<u>Project Type</u>	1216 Branch Street Augusta, GA 30901	\$269,934.53	Reconstruction
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1216 Branch Street Augusta, GA 30901	\$269,934.53	Reconstruction					
Analysis:	The approval of the contract will allow for development activities on this site to begin.						
Financial Impact:	HCD utilizes CDBG. Contract Amount 1216 Branch Street - \$269,934.53						
Alternatives:	Deny HCDs Request						

Recommendation: Motion to approve Housing and Community Development Department (HCD's) request to provide funding to reconstruct one (1) single family unit, identified as 1216 Branch Street.

Funds are available in the following accounts: CDBG funding
GL Code: 221-073-210-522-5110

REVIEWED AND APPROVED BY:

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

CONTRACT**between****AUGUSTA, GEORGIA****And****J. Lovett Homes**

in the amount of

\$269,934.53 USD

Two Hundred Sixty-Nine Thousand Nine Hundred Thirty Four Dollars and 53/100for Fiscal Year **2023**

Providing funding for

Community Development Block Grant (CDBG)**1216 Branch Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Augusta Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and J. Lovett Homes a procured contractor, organized pursuant to the Laws of the State of Georgia, hereinafter called J. Lovett Homes as party in the second part.

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.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and

WHEREAS, Title I: Community Development - Authorizes the Secretary of Housing and Urban Development to make grants to States and Units of general local government to help finance Community Development Programs, set forth through Augusta’s HUD approved Consolidated and Action Plans; Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development and,

WHEREAS, through citizen participation workshops and in the Annual Plan, the Mayor and the Augusta, Georgia Commission, determined the needs and priorities of community as set forth below.

WHEREAS, WHEREAS, this activity has been determined to be an eligible activity in accordance with 24 CFR 570.200 (a), and will meet one or more of the national objectives and criteria outlined in of the Housing and Urban Development regulations; and

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WHEREAS, J. LOVETT HOMES is the approved developer/contractor through a solicitation process for to assist in the redevelopment of communities improvements for 1216 Branch Street;

WHEREAS, J. LOVETT HOMES has agreed to provide services funded through this contract free from political activities, religious influences or requirements; and

WHEREAS, J. LOVETT HOMES has requested, and Augusta has approved a total of **\$269,934.53** in funding 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

Project Description: J. LOVETT HOMES agrees to utilize approved CDBG funds to support project-related costs associated with the **1216 Branch Street Project**. This project is a CDBG activity aimed at benefiting low-to-moderate income people by providing resources for livable neighborhoods, economic empowerment, decent housing, and infrastructure improvement. Under this Agreement, J. LOVETT HOMES will:

- Work to provide construction services to include clearing, demolition, and reconstruction of 1216 Branch Street.
- J. LOVETT HOMES will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- J. LOVETT HOMES will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to appliances, windows, HVAC, and fixtures. J. LOVETT HOMES is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

B. Use of Funds:

CDBG funds shall be used by J. LOVETT HOMES for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$269,934.53**

1. Profit

CDBG funds shall be used by J. LOVETT HOMES for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$269,934.53**

An amount not to exceed percent (100%) of the construction cost as outlined and approved in Article I, Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to J. LOVETT HOMES for costs identified as necessary operating time and expenses in addition to the profit accrued in the demolition, clearing and reconstruction of (1) single family unit building identified as **1216 Branch Street**. The design and specifications of the property shall be approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon completion.

C. Program Location and Specific Goals to be Achieved

J. LOVETT HOMES shall conduct project development activities and related services in its project area that incorporates the following boundaries: Fifteenth Street, MLK Boulevard and Branch Street.

D. Project Eligibility Determination

It has been determined that the use of CDBG funds by J. LOVETT HOMES will be in compliance with legislation supporting community development. Notwithstanding any other provisions of this contract, J. LOVETT HOMES 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

J. LOVETT HOMES will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, J. LOVETT HOMES may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

- A. Augusta shall designate and make funds available in the following manner:
 - 1. Augusta agrees to pay J. LOVETT HOMES a maximum of **\$269,934.53** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to J. LOVETT HOMES compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement;
 - 2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$269,934.53** and shall be on a pay for performance basis provided J. LOVETT HOMES and HCD determine the progress is satisfactory. J. LOVETT HOMES shall utilize the AIA Form provided by HCD (see Appendix). For invoicing, J. LOVETT HOMES will include documentation showing proof of completion of work in accordance with the amount

requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. HCD will monitor the progress of the project and J. LOVETT HOMES' performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
4. Upon the completion 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. J. LOVETT HOMES and HCD shall share in the cost and proceeds of developing the property at **1216 Branch Street** as follows:
5. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
6. This Agreement is based upon the availability of funding under approved CDBG. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any J. LOVETT HOMES deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (100%) shall be paid to J. LOVETT HOMES .
7. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until J. LOVETT HOMES and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by J. LOVETT HOMES for construction costs related to the development of one single family detached home identified as **1216 Branch Street**

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and J. LOVETT HOMES in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

J. LOVETT HOMES shall be permitted to commence with the expenditure of CDBG funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 180 days of said home identified as **1216 Branch Street**

Liquidated Damages

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J. LOVETT HOMES agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of J. LOVETT HOMES. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of J. LOVETT HOMES. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

J. LOVETT HOMES is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by J. LOVETT HOMES under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **1216 Branch Street** that HCD will have the latitude to pay such costs directly to the procured construction contractor. J. LOVETT HOMES shall be paid a total consideration of no more than **\$269,934.53** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. 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 J. LOVETT HOMES.

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and J. LOVETT HOMES (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 VII: Suspension and Termination.

ARTICLE IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to J. LOVETT HOMES, or any subcontractor hereunder.
- B. J. LOVETT HOMES, shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to J. LOVETT HOMES compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. 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.
- E. Requests by J. LOVETT HOMES for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. J. LOVETT HOMES shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by J. LOVETT HOMES .
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon completion of the detached single-family home at **1216 Branch Street**, HCD is to provide J. LOVETT HOMES with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

J. LOVETT HOMES will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Parts 84, 85, 85.36, 570.611 and sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, 7-5- 4109, Super Circular A-110 and Super Circular A-102 and Article 3 of Augusta's Policy and Procedure (Ethics in Public Procurement), (as applicable) regarding the avoidance of conflict of interest.

This conflict-of-interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of J. LOVETT HOMES . No person described above who

exercises, may exercise or has exercised any functions or responsibilities with respect to the 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 Agreement. J. LOVETT HOMES 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 Agreement)

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by J. LOVETT HOMES. In such instances, J. LOVETT HOMES shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and J. LOVETT HOMES.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

J. LOVETT HOMES covenants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. J. LOVETT HOMES further covenants that, in the performing this Contract, it will employ no person who has any such interest.

ARTICLE VI. OTHER REQUIREMENTS

- A. J. LOVETT HOMES agrees that it will conduct and administer 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 J. LOVETT HOMES 's publications and/or advertisements. (24 CFR 570.601).

- B. J. LOVETT HOMES agrees to comply with 24CFR 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.
 - C. 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 570.603)
 - D. J. LOVETT HOMES 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 in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
 - E. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), J. LOVETT HOMES agrees that 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.
 - F. J. LOVETT HOMES agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities 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 570.606).
 - G. J. LOVETT HOMES 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. J. LOVETT HOMES will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
 - H. J. LOVETT HOMES will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. J. LOVETT HOMES will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial 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. J. LOVETT HOMES 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
 - I. In accordance with Section 570.608 of the CDBG Regulations, J. LOVETT HOMES agrees to comply with the Lead Based Paint Poisoning Prevention Act pursuant to prohibition against
- Augusta Housing & Community Development Department
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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.

- J. J. LOVETT HOMES agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any J. LOVETT HOMES 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 J. LOVETT HOMES has been approved and reinstated by HCD.
- K. In accordance with 24 CFR part 24, subpart F, J. LOVETT HOMES 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.
- L. Any publicity generated by J. LOVETT HOMES for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Housing and Community Development Department" 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.
- M. J. LOVETT HOMES 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. J. LOVETT HOMES agrees to obtain all necessary permits for intended improvements or activities.
- N. J. LOVETT HOMES shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- O. J. LOVETT HOMES shall comply with the Davis Bacon Act 1931.
- P. J. LOVETT HOMES 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. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** J. LOVETT HOMES agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.
- Q. All contractors and sub-contractors 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 Architect and/or Engineers and sub-Architect and/or Engineers 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
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O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Architect and/or Engineers shall further agree that, should it employ or contract with any associates in connection with the physical performance of services pursuant to its contract with Augusta, Georgia J. LOVETT HOMES will secure from such sub-Architect and/or Engineers each sub-Architect and/or Engineer's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the associates affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All Architect and/or Engineers shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the sub-Architect and/or Engineers are retained to perform such physical services.

- R. J. LOVETT HOMES agrees that low-and-moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Augusta-Richmond County. (24 CFR 570.697) **Utilization of contractors and/or sub-contractors outside of the Augusta-Richmond County area is not desirable.**
- S. J. LOVETT HOMES 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.
- T. J. LOVETT HOMES 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. J. LOVETT HOMES will not discriminate against any person applying for shelter on the basis of religion. J. LOVETT HOMES 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 will only be paid if J. LOVETT HOMES has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to J. LOVETT HOMES with funds provided under this contract.
- W. J. LOVETT HOMES represents and warrants that it and its design team are not debarred, suspended, or placed in ineligibility status under the provisions of Article 8 of Augusta's Procurement Policy and Procedures (Suspension or Debarment of Bidder or Proposer Policy) and the 24 CFR 570.609 (government debarment and suspension regulations).
- X. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). J. LOVETT HOMES shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the

submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. As well as the requirements of Article 3, Section 1-10-28 of Augusta's Policy and Procedures (Authority and responsibility of procurement director).

Y. J. LOVETT HOMES certifies, to the best of their knowledge and belief that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, 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 federally 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, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

Z. J. LOVETT HOMES shall put forth reasonable, professional efforts to comply with applicable laws, codes, and regulations in effect as use of the date of (execution of this Agreement, submission to building authorities, or other appropriate date). Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle J. LOVETT HOMES to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event J. LOVETT HOMES materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta may withhold cash payments until J. LOVETT HOMES cures any breach of the Agreement. If J. LOVETT HOMES fails to cure the breach, Augusta may suspend or terminate the current award of funds. J. LOVETT HOMES will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to J. LOVETT HOMES for the purposes of offsetting the exact amount of damages once determined.
- C. Notwithstanding the above, J. LOVETT HOMES shall not be relieved of its liability to Augusta for damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, Augusta may withhold any payments to J. LOVETT HOMES for the purposes of offsetting the exact amount of damages once determined.
- D. In the best interest of the project and to better serve the people in the target areas either party may terminate this Agreement upon giving **thirty (30) day notice** in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this

Augusta Housing & Community Development Department
1216 Branch Street Construction Contract Page 11

Agreement, Augusta shall pay J. LOVETT HOMES for documented committed eligible costs incurred prior to the date of notice of termination.

- E. Notwithstanding any termination or suspension of this Agreement, J. LOVETT HOMES shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to CDBG funds previously disbursed or income derived therefrom.
- F. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by J. LOVETT HOMES under this contract.

ARTICLE VIII. 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 notices at the address indicated below:

Office of the Administrator
ATTN: Takiyah A. Douse, Interim Administrator
Municipal Building
535 Telfair Street, Suite 200
Augusta, Georgia 30901

With copies to:
Augusta Housing and Community Development Department
ATTN: Hawthorne Welcher, Jr., Director
510 Fenwick Street
Augusta, Georgia 30901

J. Lovett Homes will receive all notices at the address indicated below:

J. Lovett Homes
3062 Damascus Road-Suite G
Augusta, Georgia. 30909

ARTICLE VII. INDEMNIFICATION

J. LOVETT HOMES will at all times hereafter indemnify and hold harmless Augusta, its officers, agents, and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation, or property, by virtue of the performance of this Agreement. By execution of this Agreement, J. LOVETT HOMES 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 Agreement, or should the terms of this Agreement 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 the 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 Agreement.

ARTICLE VIII. 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. HCD is not obligated to provide funding of any kind to J. LOVETT HOMES beyond the term of this Agreement.

J. LOVETT HOMES warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by J. LOVETT HOMES for the purpose of securing business and that J. LOVETT HOMES has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE IX. 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 Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of CDBG funding is deemed voidable when utilizing CDBG in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. 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.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

Approved as to Form By (please initial here):

By: _____
Augusta, Georgia Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah A. Douse, as its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: J. Lovett Homes

By: _____

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

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, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. 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).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. 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 or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

J. Lovett Homes 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 Commissioner and approval of the Mayor. Under Georgia law, J. Lovett Homes is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that J. Lovett Homes may be precluded from recovering payment for such unauthorized goods or services. Accordingly, J. Lovett Homes agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if J. Lovett Homes provides goods or services to Augusta, Georgia in excess of the any 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 J. Lovett Homes. J. Lovett Homes assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia and it waives 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.

 Name

J. Lovett Homes

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

Augusta Housing & Community Development Department
 1216 Branch Street Construction Contract Page 21

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



Contractor Work Write-up

Item 1.

Augusta Housing & Community Development Department**510 Fenwick St Augusta GA****(706) 821-1797b -Fax (706) 821-1784 www.augustaga.gov****Hawthorne Welcher - Director****Finish of house****\$ -****TOTAL WRITE-UP (INCLUDING CONTINGENCY)****\$ 269,934.53****TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY****\$ 269,934.53****GENERAL INFORMATION: UNIT = SF.(SQUARE FEET) , SQ (SQUARE) , LF (LINEAR FEET) , EA (EACH) , LS (LUMP SUM) , YD(YARD)**

COLUMN Enter Materials	A COLUMN N B UNIT	COLUMN C Quantity	COLUMN D MATERIAL COST PER UNIT	COLUMN E TOTAL MATERIAL	COLUMN F LABOR COST PER UNIT	COLUMN G TOTAL LABOR	COLUMN H TOTAL COST MAT & LABOR	COLUMN I PROFIT & OVER HEAD	TOTAL COST PER SECTION
Homeowners Name	Laney Walker/Bethlehem Revitalization Project					Contractor:	J LOVETT HOMES		
Homeowners Address	1216 Branch Street								
City, State, Zip	Augusta GA								
Phone						Profit & Overhead Percentage:	18%		
FOUNDATION / MASONRY	House Heated Sq. Ft.		1,723		Total House Sq. Ft.		1875		
Description of Material	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
construction entrance	EA	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00
excavate	LF	204	\$ -	\$ -	\$ 6.00	\$ 1,224.00	\$ 1,224.00	\$ 220.32	\$ 1,444.32
concrete ftg	CY	15	\$ 155.00	\$ 2,325.00		\$ -	\$ 2,325.00	\$ 418.50	\$ 2,743.50
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	400	\$ 2.50	\$ 1,000.00	\$ 3.00	\$ 1,200.00	\$ 2,200.00	\$ 398.00	\$ 2,598.00
6 mil poly	ROLL	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 300.00	\$ 54.00	\$ 354.00
fill and tamp	CY	10	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 3,500.00	\$ 630.00	\$ 4,130.00
concrete pads for steps	CY	2	\$ 2.00	\$ 155.00	\$ 75.00	\$ 150.00	\$ 305.00	\$ 54.90	\$ 359.90
grading drive and sidewalk	LF	1	\$ -	\$ 250.00		\$ -	\$ 250.00	\$ 45.00	\$ 295.00
concrete drive and sidewalk	LF	15	\$ 155.00	\$ 2,325.00	\$ 75.00	\$ 1,125.00	\$ 3,450.00	\$ 621.00	\$ 4,071.00
rebar	EA	25	\$ 8.00	\$ 200.00		\$ -	\$ 200.00	\$ 36.00	\$ 236.00
Adding dirt to raise house (development cost)	EA	20	\$ 250.00	\$ 5,000.00	\$ 100.00	\$ 2,000.00	\$ 7,000.00	\$ 1,260.00	\$ 8,260.00
anchor bolts	EA	75	\$ 1.50	\$ 112.50	\$ 4.00	\$ 300.00	\$ 412.50	\$ 74.25	\$ 486.75
block wall 8x8x16	EA	528	\$ 1.80	\$ 950.40	\$ 2.50	\$ 1,320.00	\$ 2,270.40	\$ 408.67	\$ 2,679.07
header blocks	EA	175	\$ 2.25	\$ 393.75	\$ 2.50	\$ 437.50	\$ 831.25	\$ 149.63	\$ 980.88
mortar mix	BAGS	80	\$ 11.00	\$ 880.00		\$ -	\$ 880.00	\$ 158.40	\$ 1,038.40
mortar sand	Lead	1	\$ 400.00	\$ 400.00		\$ -	\$ 400.00	\$ 72.00	\$ 472.00
Stucco Skirting around home	EA	1	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 270.00	\$ 1,770.00
house slab	CY	30	\$ 155.00	\$ 4,650.00		\$ 100.00	\$ 4,750.00	\$ 855.00	\$ 5,605.00
porch slab	EA	3	\$ 185.00	\$ 465.00	\$ 100.00	\$ 300.00	\$ 765.00	\$ 137.70	\$ 902.70
BRICK STEPS AS PER PLAN	STEP	3	\$ 100.00	\$ 300.00	\$ 150.00	\$ 450.00	\$ 750.00	\$ 135.99	\$ 885.00
Rollerbricks	EA	0	\$ 0.35	\$ -	\$ 0.55	\$ -	\$ -	\$ -	\$ -
water sewer tap	LF	1	\$ 1,274.00	\$ 1,274.00		\$ -	\$ 1,274.00	\$ 254.80	\$ 1,528.80
UTILITIES FEES ELECTRICAL	LS	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 90.00	\$ 590.00

UTILITIES FEES WATER	LS	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 90.00	\$ 590.00
BUILDERS RISK	LOT	1	\$ 660.00	\$ 660.00	\$ -	\$ -	\$ 660.00	\$ 117.00	\$ 767.00
LAYOUT AND BATTER BOARD	LS	1	\$ 800.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 90.00	\$ 690.00
TERMITE TREATMENT	LOT	1	\$ 900.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 90.00	\$ 590.00
PORT-O-LET	LOT	8	\$ 90.00	\$ 540.00	\$ -	\$ -	\$ 540.00	\$ 97.20	\$ 637.20
Total				\$ 27,070.66		\$ 11,706.80	\$ 38,777.15	\$ 6,979.89	\$ 45,757.04

Description of work to be completed: work completed as per plans

EXTERIOR

Description	UNIT	Quantity	MATERIAL COSTS PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
COLUMNS	EA	5	\$ 100.00	\$ 500.00	\$ 100.00	\$ 500.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00
GUTTERS & DOWNSPOUTS	PKG	1	\$ -	\$ -	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ 288.00	\$ 1,888.00
Fence	LF	1	\$ -	\$ -	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 864.00	\$ 5,664.00
LANDSCAPING	PKG	1	\$ -	\$ -	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00	\$ 810.00	\$ 5,310.00
Lot development to drain to front of property	PKG		\$ -	\$ -			\$ -	\$ -	\$ -
GRADING / SITE PREPARATION	LS	1	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00
Total				\$ 500.00		\$ 12,400.00	\$ 12,900.00	\$ 2,322.00	\$ 15,222.00

Description of work to be completed:

SIDING AND PORCH

Description	UNIT	Quantity	MATERIAL COSTS PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
6 inch Siding 182	PKG	22	\$ 130.00	\$ 2,860.00	\$ 100.00	\$ 2,200.00	\$ 5,060.00	\$ 918.80	\$ 5,978.80
FASCIA AND SOFFIT AND SIDING	PKG	1	\$ 2,300.00	\$ 2,300.00	\$ 2,000.00	\$ 2,000.00	\$ 4,300.00	\$ 774.00	\$ 5,074.00
PORCH RAILING		1	\$ 1,200.00	\$ 1,200.00	\$ 2,000.00	\$ 1,200.00	\$ 2,400.00	\$ 432.00	\$ 2,832.00
HANDICAP RAMP		1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 720.00	\$ 4,720.00
Total				\$ 8,360.00		\$ 7,400.00	\$ 16,760.00	\$ 2,836.80	\$ 18,596.80

Description of work to be completed:

ROOFING

Description	UNIT	Quantity	MATERIAL COSTS PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ROOFING PACKAGE (36 ARCHITECTURAL SHINGLES, ROOF VENT & INSTALLATION)	PKG	33	\$ 120.00	\$ 3,960.00	\$ 65.00	\$ 2,145.00	\$ 6,105.00	\$ 1,098.90	\$ 7,203.90

Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.

Total				\$ 3,960.00		\$ 2,145.00	\$ 6,105.00	\$ 1,098.90	\$ 7,203.90
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FRAMING & FINISH CARPENTRY

Description	UNIT	Quantity	MATERIAL COSTS PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
WALL FRAMING AS NEEDED With 2"x4" exterior walls	PKG	1875	\$ 9.00	\$ 16,875.00	\$ 4.50	\$ 8,437.50	\$ 25,312.50	\$ 4,556.25	\$ 29,868.75
SUBFLOORING	EA		\$ -	\$ -		\$ -		\$ -	
WINDOWS	EA		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
WINDOW & EXTERIOR DOORS PKG	PKG	1	\$ 4,200.00	\$ 4,200.00	\$ -		\$ 4,200.00	\$ 758.00	\$ 4,958.00
INTERIOR DOORS & TRIM PKG	PKG	1723	\$ 2.00	\$ 3,446.00	\$ 1.25	\$ 2,153.75	\$ 5,599.75	\$ 1,007.98	\$ 6,607.71
LOCKSET PACKAGE	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 108.00	\$ 708.00
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 350.00	\$ 350.00	\$ -	\$ -	\$ 350.00	\$ 63.00	\$ 413.00
MAIL BOX	EA	1	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 150.00	\$ 27.00	\$ 177.00
HOUSE NUMBERS	EA	1	\$ 20.00	\$ 20.00	\$ -	\$ -	\$ 20.00	\$ 3.60	\$ 23.60
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	PKG	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 216.00	\$ 1,416.00
WINDOW BLINDS	EA	18	\$ 75.00	\$ 1,350.00	\$ -	\$ -	\$ 1,350.00	\$ 243.00	\$ 1,593.00
Total				\$ 28,116.00	2	\$ 10,666.25	\$ 38,782.25	\$ 6,980.81	\$ 45,763.06

FLOORS CARPET / TILE									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FLOORING CARPET	PKG	100	\$ 22.00	\$ 2,200.00	\$ 4.00	\$ 400.00	\$ 2,600.00	\$ 488.00	\$ 3,088.00
LAMINATED WOOD (12mm Thickness) 7500	PKG	710	\$ 3.50	\$ 2,485.00	\$ 3.50	\$ 2,485.00	\$ 4,970.00	\$ 894.80	\$ 5,864.80
LAUNDRY ROOM	PKG	83	\$ 3.00	\$ 249.00	\$ 7.00	\$ 581.00	\$ 830.00	\$ 113.40	\$ 943.40
CERAMIC TILE (BATH ROOM)	PKG	180	\$ 3.00	\$ 540.00	\$ 7.00	\$ 1,260.00	\$ 1,800.00	\$ 324.00	\$ 2,124.00
CERAMIC TILE (KITCHEN)	PKG	176	\$ 3.00	\$ 528.00	\$ 7.00	\$ 1,232.00	\$ 1,760.00	\$ 316.80	\$ 2,076.80
Total				\$ 5,942.00		\$ 5,818.00	\$ 11,760.00	\$ 2,116.80	\$ 13,876.80
Description of work to be completed:									
DRYWALL/ PLASTER									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
1/2 IN DRYWALL	SF	145	\$ 22.50	\$ 3,262.50	\$ 30.00	\$ 4,350.00	\$ 7,612.50	\$ 1,370.25	\$ 8,982.75
Total				\$ 3,262.50		\$ 4,350.00	\$ 7,612.50	\$ 1,370.25	\$ 16,595.25
PLUMBING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PLUMBING PACKAGE W/STAINLESS STEEL FIXTURES	PKG	1	\$ -	\$ -	\$ 18,195.00	\$ 18,195.00	\$ 18,195.00	\$ 3,275.10	\$ 21,470.10
Total				\$ -		\$ 18,195.00	\$ 18,195.00	\$ 3,275.10	\$ 21,470.10
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.									
ELECTRICAL									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ELECTRICAL	PKG	1723	\$ -	\$ -	\$ 4.75	\$ 8,184.25	\$ 8,184.25	\$ 1,473.17	\$ 9,657.42
LIGHT FIXTURES ALLOWANCE	PKG	1	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ 360.00	\$ 2,360.00
Total				\$ 2,000.00		\$ 8,184.25	\$ 10,184.25	\$ 1,833.17	\$ 12,017.42
HEATING & AIR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
HEATING & AIR 14 SEER	PKG	3	\$ -	\$ -	\$ 3,850.00	\$ 11,550.00	\$ 11,550.00	\$ 2,079.00	\$ 13,629.00
RANGE HOOD	PKG		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AC CAGES	EA	1	\$ -	\$ -	\$ 550.00	\$ 550.00	\$ 550.00	\$ 99.00	\$ 649.00
Total				\$ -		\$ 12,100.00	\$ 12,100.00	\$ 2,178.00	\$ 14,278.00
CABINETS & APPLIANCES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
Vanities, Base and wall cabinets with Laminate tops	PKG	1	\$ -	\$ -	\$ 8,500.00	\$ 8,500.00	\$ 8,500.00	\$ 1,530.00	\$ 10,030.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER)	PKG	1	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ 1,440.80	\$ 9,440.80
Total				\$ -		\$ 16,500.00	\$ 16,500.00	\$ 2,970.80	\$ 19,470.80
PAINTING EXTERIOR/ INTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PAINT 2 COATS WALL/CEILING PAINTING	SF	1723	\$ -	\$ -	2.25	\$ 3,876.75	\$ 3,876.75	\$ 697.82	\$ 4,574.57
Total				\$ -		\$ 3,876.75	\$ 3,876.75	\$ 697.82	\$ 4,574.57
BATHROOM ACCESSORIES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL &	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	\$ 180.00	\$ 1,180.00
Total				\$ 1,000.00		\$ -	\$ 1,000.00	\$ 180.00	\$ 1,180.00
INSULATION									

Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION	
INSULATION ATTIC WALLS	PKG	1	\$ -	\$ -	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 648.00	\$ 4,248.00	
Total				\$ -		\$ 3,600.00	\$ 3,600.00	\$ 648.00	\$ 4,248.00	
DEMOLITION & CLEAN -UP										
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION	
CLEAN HOUSE	EA	1723	\$ -	\$ -	\$ 0.32	\$ 551.36	\$ 551.36	\$ 99.24	\$ 650.60	
DUCT & BLOWER TEST	EA	1	\$ -	\$ -	\$ 450.00	\$ 450.00	\$ 450.00	\$ 81.00	\$ 531.00	
INTERIOR DEMOLITION	EA	1		\$ -	\$ 20,500.00	\$ 20,500.00	\$ 20,500.00	\$ 3,690.00	\$ 24,190.00	
EXTERIOR clean up	EA	2			\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00	
DUMPSTER	EA	2			\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 180.00	\$ 1,180.00	
Total				\$ -		\$ 23,501.36	\$ 23,501.36	\$ 4,230.24	\$ 27,731.60	
RECAP OF SECTIONS				SUM TOTAL WRITE-UP					\$ 267,984.53	
Description				TOTAL MATERIAL		TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION	
FOUNDATION / MASONRY				\$ 27,070.65		\$ 11,706.50	\$ 38,777.15	\$ 6,978.89	\$ 45,757.04	
EXTERIOR				\$ 500.00		\$ 12,400.00	\$ 12,900.00	\$ 2,322.00	\$ 15,222.00	
SIDING				\$ 8,360.00		\$ 7,400.00	\$ 15,760.00	\$ 2,836.80	\$ 18,596.80	
ROOFING				\$ 3,960.00		\$ 2,145.00	\$ 6,105.00	\$ 1,098.90	\$ 7,203.90	
FRAMING & FINISH CARPENTRY				\$ 28,116.00		\$ 10,666.25	\$ 38,782.25	\$ 6,980.81	\$ 45,763.06	
FLOORS CARPET /TILE				\$ 5,942.00		\$ 5,818.00	\$ 11,760.00	\$ 2,116.80	\$ 13,876.80	
DRYWALL/ PLASTER				\$ 3,262.50		\$ 4,350.00	\$ 7,612.50	\$ 1,370.25	\$ 16,595.25	
PLUMBING				\$ -		\$ 18,195.00	\$ 18,195.00	\$ 3,275.10	\$ 21,470.10	
ELECTRICAL				\$ 2,000.00		\$ 8,184.25	\$ 10,184.25	\$ 1,833.17	\$ 12,017.42	
HEATING & AIR				\$ -		\$ 12,100.00	\$ 12,100.00	\$ 2,178.00	\$ 14,278.00	
CABINETS & APPLIANCES				\$ -		\$ 16,500.00	\$ 16,500.00	\$ 2,970.00	\$ 19,470.00	
PAINTING EXTERIOR/ INTERIOR				\$ -		\$ 3,876.75	\$ 3,876.75	\$ 697.82	\$ 4,574.57	
BATHROOM ACCESSORIES				\$ 1,000.00		\$ -	\$ 1,000.00	\$ 180.00	\$ 1,180.00	
INSULATION				\$ -		\$ 3,600.00	\$ 3,600.00	\$ 648.00	\$ 4,248.00	
DEMOLITION & CLEAN -UP				\$ -		\$ 23,501.36	\$ 23,501.36	\$ 4,230.24	\$ 27,731.60	
TOTALS				\$ 80,211.15		\$ 140,443.11	\$ 220,654.26	\$ 39,717.77	\$ 267,984.53	
				SURVEY					\$ 750.00	
Cost per sf heated				\$155.53	PERMITS					\$ 650.00
Cost per sf heated plus garage				\$ 142.93	2-10 WARRANTY					\$ 550.00
				TOTAL WRITE-UP					\$ 269,934.53	
Total						\$ -	\$ -	\$ -	\$ -	
CONTRACTOR		J.LOVETT HOMES			DATE HIRED		BY			
ACCEPTED:		TITLE			DATE					
PREPARED BY:		JOZELL LOVETT			REVISED					

AUGUSTA ADA HOUSING

1216 Branch Street, Augusta, GA 30901



CONSTRUCTION DOCUMENTS / ISSUED FOR PERMIT

PROJECT TEAM
CIVIL ENGINEER
N/A

LANDSCAPE ARCHITECT
N/A

STRUCTURAL ENGINEER
N/A

ARCHITECT OF RECORD:
VIRGO GAMBILL ARCHITECTS
3810 OAK DRIVE
AUGUSTA, GA 30901
TEL: 706.736.3661
FAX: 706.736.4552
DRAWINGS@VIRGOGAMBILL.COM

FIRE PROTECTION &
PLUMBING ENGINEER
N/A

MECHANICAL ENGINEER
N/A

ELECTRICAL ENGINEER
N/A



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ARCHITECTS

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CITY OF AUGUSTA HOUSING & DEV.

AUGUSTA ADA HOUSING

1216 Branch Street, Augusta, GA 30901

PROJECT NO.:

DATE:

DRAWN BY:

CHECKED BY:

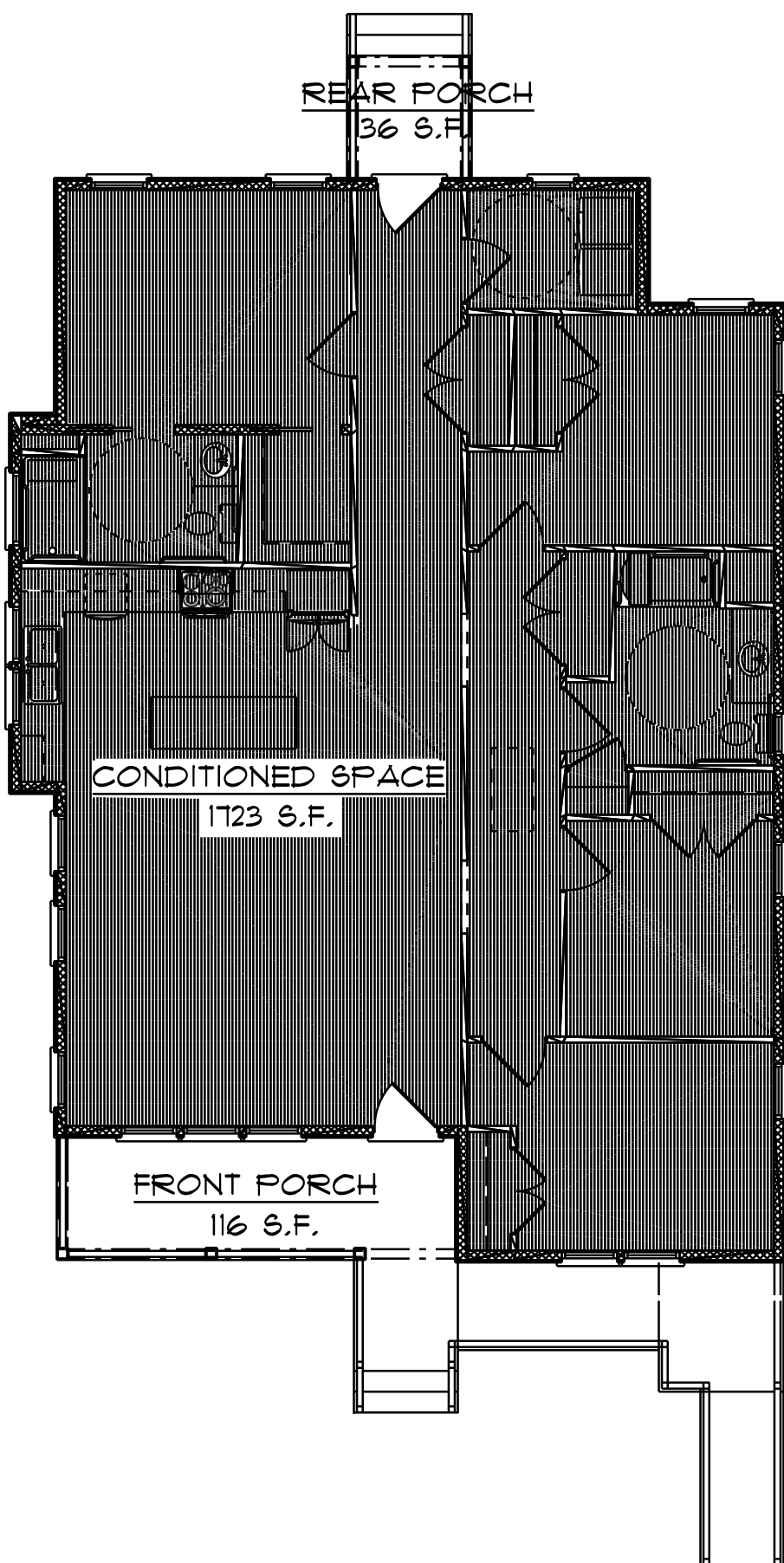
REVISION: 2-21-2023

COVER

SHEET
NUMBER: **G000**



AREA PLAN

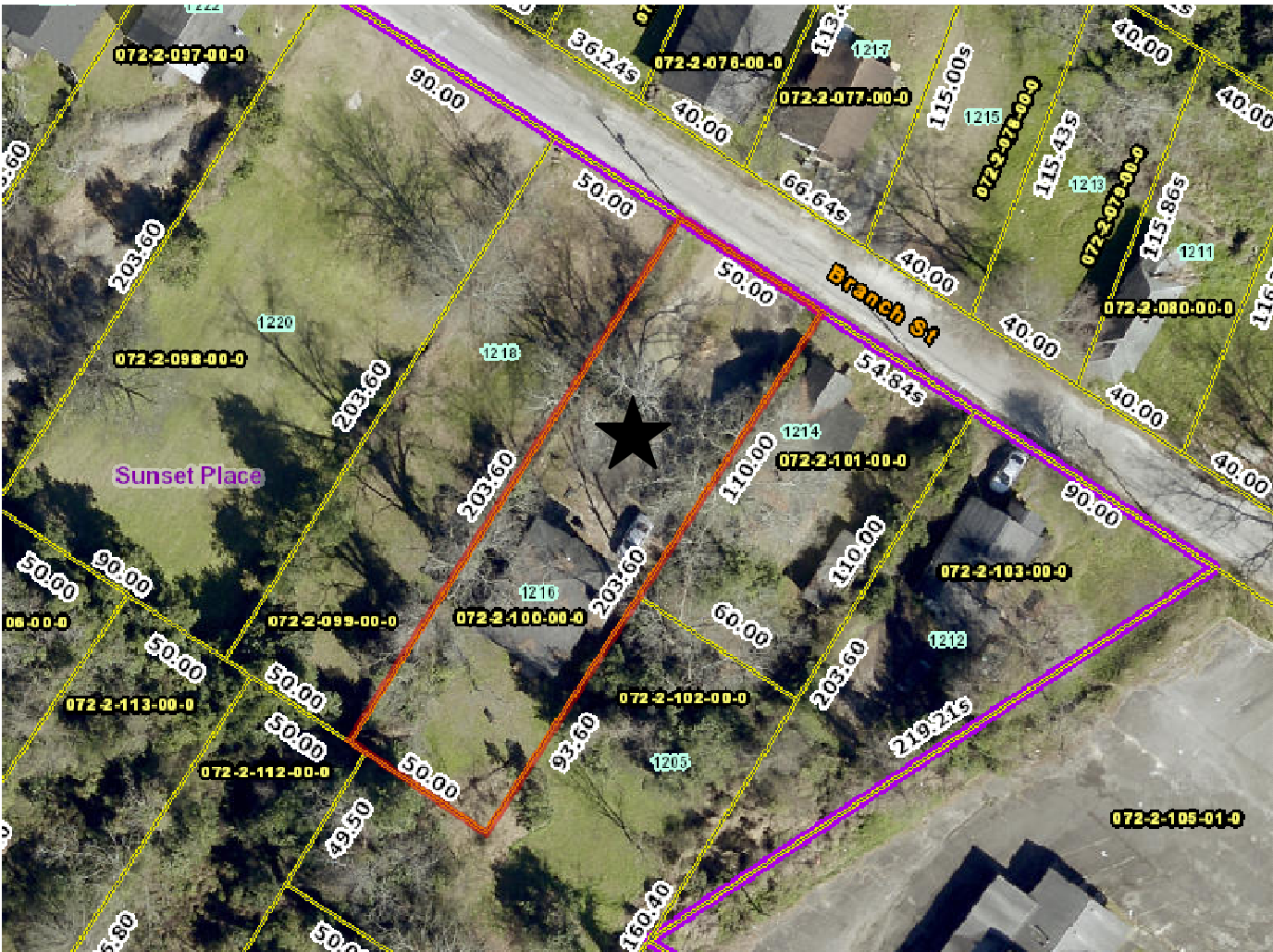


BUILDING AREA	
SPACE	AREA
CONDITIONED SPACE	1723 S.F.
FRONT PORCH	116 S.F.
REAR PORCH	36 S.F.
TOTAL	1875 S.F.

DRAWING INDEX

Sheet Number	Sheet Name
G000	COVER
G001	CODE INDEX & GENERAL NOTES
G002	SPECIFICATIONS
G003	ACCESSIBILITY DETAILS
A100	SITE PLAN
A101	FOUNDATION / SLAB PLAN
A102	FLOOR PLAN
A103	ROOF PLAN
A201	ELEVATIONS
A202	ELEVATIONS
A301	SECTIONS
A401	ENLARGED PLANS
A402	ENLARGED PLANS
A601	DETAILS
A701	SCHEDULES & DIAGRAMS
A801	INTERIOR ELEVATION
E101	ELECTRICAL PLAN

SITE MAP



CODE ANALYSIS

TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE PLANS, SPECIFICATIONS AND ADDENDA COMPLY WITH THE APPLICABLE BUILDING CODES IN EFFECT AT THE TIME OF ISSUANCE FOR CONSTRUCTION.

PROJECT DESIGNED IN ACCORDANCE WITH:

	CODE	EDITION	ADOPTED APPENDICES
1.	IRC - INTERNATIONAL RESIDENTIAL CODE	2018 EDITION	WITH GEORGIA AMENDMENTS
2.	IPC - INTERNATIONAL PLUMBING CODE	2018 EDITION	
3.	NEC - NATIONAL ELECTRICAL CODE	2020 EDITION	
4.	IECC - INTERNATIONAL ENERGY CONSERVATION CODE	2015 EDITION	
5.	ADA - STANDARDS FOR ACCESSIBLE DESIGN	2010 EDITION	

BASIC REVIEW INFORMATION

SEISMIC DESIGN CATEGORY **<C>**

1.	PRIMARY OCCUPANCY CLASSIFICATION	R-3 RESIDENTIAL
2.	TYPE OF CONSTRUCTION:	VB
3.	TOTAL FLOOR AREA =	1,833 S.F.
4.	BUILDING HEIGHT:	18'-9" TO RIDGE
5.	DESIGN LOADS: LIVING AREAS: ROOF: CEILING:	40 PSF LIVE LOAD: 20 PSF DEAD LOAD: 20 PSF TOTAL: 40 PSF LIVE LOAD (UNINHABITABLE ATTIC, LIMITED STORAGE): 20 PSF DEAD LOAD: 10 PSF TOTAL: 30 PSF

GENERAL CONSTRUCTION NOTES

(APPLIES TO ENTIRE PROJECT WORK):

- IF DISCREPANCIES ARE FOUND ANYWHERE IN THE CONTRACT DOCUMENTS, IMMEDIATELY REQUEST, IN WRITING, CLARIFICATION FROM THE ARCHITECT.
- IF THERE ARE CONFLICTS BETWEEN THESE DRAWINGS AND THE PROJECT SPECIFICATIONS, THE MORE DETAILED DOCUMENT IN RELATION TO THE ITEM IN QUESTION GOVERNS. GENERALLY, BUT NOT ALWAYS, THIS WILL BE THE SPECIFICATIONS. WHEN IN DOUBT, CONSULT THE ARCHITECT.
- SYMBOLS ON CONSTRUCTION DOCUMENTS DENOTE GENERALLY LOCATED WORK AREAS. THERE ARE LIKELY TO BE OTHER AREAS REQUIRING WORK THAT ARE NOT ANNOTATED ON THE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CLOSELY INSPECTING THE ENTIRE PROJECT FOR OTHER SIMILAR AREAS TO THE ANNOTATED WORK AREAS. ALL SUCH WORK AREAS SHALL BE INCLUDED IN THE CONTRACTOR'S BID AND SUBSEQUENT WORK, WHETHER ACTUALLY ANNOTATED ON THE DRAWINGS OR NOT.
DO NOT SCALE FROM THESE DRAWINGS. USE ONLY ANNOTATED DIMENSIONS AS SHOWN ON THE DRAWINGS. IF ANY DIMENSIONS ARE MISSING, CONFLICT WITH OTHER DIMENSIONS, OR OTHER DIMENSIONING PROBLEMS ARE ENCOUNTERED, REQUEST, IN WRITING, ADDITIONAL INFORMATION FROM THE ARCHITECT.
- PROVIDE TEMPORARY CONSTRUCTION BARRIERS TO SECURE PROPERTY AND TO PROTECT PUBLIC. REMOVE FROM PREMISES ALL DEMOLITIONS AND CONSTRUCTION WASTE. DISPOSE OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- SEGREGATE ANY HAZARDOUS WASTE MATERIAL, STORE AND DISPOSE OF ACCORDING TO ALL LOCAL, STATE, AND FEDERAL REGULATIONS.
- THERE ARE TO BE NO UNFINISHED EXPOSED SURFACES IN THIS PROJECT, SUCH AS WOOD, METAL, ETC. PAINT SUCH SURFACES IN ACCORDANCE WITH THE FINISH SCHEDULE AND SPECIFICATION SECTION. CONSULT ARCHITECT IF QUESTIONS ARISE.
- PREPARE SURFACES TO BE PAINTED IN ACCORDANCE WITH PAINT MANUFACTURER'S INSTRUCTIONS. PRIME AND PAINT WITH A MINIMUM OF ONE PRIME COAT AND TWO FINISH COATS OF PAINT, ACCORDING TO SPECIFICATIONS. SEAL, CAULK, GLAZE, ETC. AS NECESSARY TO ENSURE WATER TIGHTNESS OF BUILDING AROUND ALL DOORS, WINDOWS, TRIM, MOLDINGS, CORNICE, FASCIA, ETC.

ARCHITECTURALS SYMBOLS LEGEND

SYMBOL	DESCRIPTION
FOYER II	ROOM OR AREA NUMBER
3	WALL TYPE
102A	DOOR NUMBER
A	WINDOW TYPE
I A102	ELEVATION DETAIL MARKER
I A102	ARROW INDICATES DIRECTION
I A102	SECTION DETAIL MARKER
I A102	SECTION NO. ABOVE SHEET NO. BELOW ARROW INDICATES DIRECTION

DIMENSION NOTES

ALL EXTERIOR DIMENSIONS ARE TO THE OUTSIDE FACE OF WOOD STUD (EDGE OF SLAB) OR OUTSIDE EDGE OF MASONRY.

INTERIOR DIMENSIONS TO EXTERIOR WALLS ARE TO THE OUTSIDE FACE OF WOOD STUD (EDGE OF SLAB).

INTERIOR DIMENSIONS TO INTERIOR WOOD STUD WALLS ARE TO THE FACE OF THE WOOD STUD.

DOOR NOTES

ALL DOORS SHALL BE LOCATED IN PROPOSED WALLS AS INDICATED BY THE DIAGRAM BELOW, UNLESS SHOWN OTHERWISE AT PLAN AND/OR JAMB DETAILS. THESE DIMENSIONS ARE REFERENCED AS A BASIC GUIDE FOR THE CONTRACTOR, HOWEVER CERTAIN CONDITIONS SHALL VARY AND CONSTITUTE DOOR LOCATION ACCORDING TO DETAILS INDICATED ON DRAWINGS.

ALL DIMENSIONS WITH "ADA" NOTATION ARE MINIMUM AND MUST BE MAINTAINED AT ALL LOCATIONS IN WHICH ACCESSIBILITY BY THE AMERICAN WITH DISABILITIES ACT IS REQUIRED.

DRAWING ABBREVIATIONS

AB.	ANCHOR BOLT	HDWD	HARDWOOD
ACT	ACOUSTICAL CEILING TILE	HDWR	HARDWARE
AFF.	ABOVE FINISHED FLOOR	H.M.	HOLLOW METAL
AL	ALUMINUM	HT.	HEIGHT
ALT.	ALTERNATE	HVAC	HEATING, VENTILATION AND AIR CONDITIONING
APPROX.	APPROXIMATE		
ARCH.	ARCHITECTURAL	INCL.	INCLUDED
BD.	BOARD	INSUL.	INSULATION
B.F.	BARRIER FREE	INT.	INTERIOR
BLDG	BUILDING	JNT.	JOINT
BLK	BLOCK OR BLACK	JST.	JOIST
BLKG	BLOCKING	LAV.	LAVATORY
BM	BEAM	LT.	LIGHT
BOT.	BOTTOM	MAX.	MAXIMUM
BTWN.	BETWEEN	MECH.	MECHANICAL
CATH.	CATHEDRAL	MFR	MANUFACTURER
C	CENTERLINE	MIN.	MINIMUM
C.J.	CONTROL JOINT	MISC.	MISCELLANEOUS
CLG.	CEILING	M.O.	MASONRY OPENING
CLR.	CLEAR	MTL.	METAL
C.M.U.	CONCRETE MASONRY UNIT	N	NORTH
COL	COLUMN	NO.	NUMBER
CONC.	CONCRETE	N.I.C.	NOT IN CONTRACT
CONN.	CONNECTION	NOM.	NOMINAL
CONSTR.	CONSTRUCTION	N.T.S.	NOT TO SCALE
CONT.	CONTINUOUS	O.C.	ON CENTER
C.T.	CERAMIC TILE	O.D.	OUTSIDE DIAMETER
DEG.	DEGREE	OH.	OVERHANG
DET./DTL.	DETAIL	OPG.	OPENING
DIAG.	DIAGONAL	PL	PLATE
DIA.	DIAMETER	PLYWD.	PLYWOOD
DN.	DOWN	F.L.	PROPERTY LINE
DS.	DOWNSPOUT	FT.	PAINTED
DWG.	DRAWING	FR	PAIR
		R	RISER
EA.	EACH	REFR.	REFRIGERATOR
E.J.	EXPANSION JOINT	REINF.	REINFORCED
EL.	ELEVATION	REQD	REQUIRED
ELEC.	ELECTRICAL	RM.	ROOM
ENCL.	ENCLOSURE	R.O.	ROUGH OPENING
EQ.	EQUAL	S	SOUTH
EQUIP.	EQUIPMENT	S.C.	SOLID CORE
E.W.	EACH WAY	SCHED.	SCHEDULE
EXP.	EXPANSION	SECT.	SECTION
EXT.	EXTERIOR	SF	SQUARE FOOT
F.D.	FLOOR DRAIN	SHT.	SHEET
FDN.	FOUNDATION	SIM.	SIMILAR
F.E.	FIRE EXTINGUISHER	SPEC	SPECIFICATION
F.F.	FINISHED FLOOR	SQ.	SQUARE
FIN.	FINISH	S.S.	STAINLESS STEEL
FLR. OR FL.	FLOOR	STAGG.	STAGGERED
FND.	FOUNDATION	STD.	STANDARD
F.O.	FACE OF	F.O.B.	FACE OF BRICK
F.O.B.	FACE OF BRICK	T & B	TOP AND BOTTOM
F.O.S.	FACE OF SLAB	TR.	TREAD
T & B	TOP AND BOTTOM	T.O.	TOP OF
F.S.	FULL SIZE	TYP.	TYPICAL
FT.	FOOT OR FEET	VERT.	VERTICAL
FTG.	FOOTING THK. THICK	W	WEST
TYP.	TYPICAL	W	WITH
GA.	GAUGE	W.H.	HOT WATER HEATER
GALV.	GALVANIZED	W.I.C.	WALK IN COOLER
G.C.	GENERAL CONTRACTOR	W.C.	WATER CLOSET
GL.	GLASS	WD.	WOOD
GYP.	GYP. BD.	W/O	WITHOUT
GYP. BD.	GYP. BD.	YD.	YARD
H.B.	HOSE BIBB		

ENERGY CODE COMPLIANCE

Project

Energy Code: 2015 IECC
Location: Augusta, Georgia
Construction Type: Single-family
Project Type: New Construction
Conditioned Floor Area: 1,723 ft2
Glazing Area: 18%
Climate Zone: 3 (2565 HDD)
Permit Date:
Permit Number:

Compliance: Passes using UA trade-off

Compliance: 3.4% Better Than Code Maximum UA: 186 Your UA: 185 Maximum SHGC: 0.25 Your SHGC: 0.25
This is Better or Worse Than Code Index reflects how close to compliance the house is based on code trade-off rules. It DOES NOT provide an estimate of energy use or cost relative to a minimum-code home.
NOTE: Slab-on-grade treadoffs are no longer considered in the UA or performance compliance path in REScheck. Each slab-on-grade assembly in the specified climate zone must meet the minimum energy code insulation R-value and depth requirements.

Envelope Assemblies

Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Prop. U-Factor	Req. U-Factor	Prop. UA	Req. UA
Ceiling 1: Flat Ceiling or Scissor Truss	1,723	38.0	0.0	0.030	0.030	52	52
Wall 1: Wood Frame, 16" o.c.	1,189	13.0	0.0	0.060	0.060	56	56
Window 1: Wood Frame/Double Pane with Low-E SHGC: 0.25	111			0.300	0.350	63	74
Door 1: Solid	40			0.360	0.350	14	14
Floor 1: Slab-On-Grade/Unheated Insulation depth: 0.0'	180		0.0	1.042	0.047	0	0

Compliance Statement: The proposed building design described here is consistent with the building plans, specifications, and other calculations submitted with the permit application. The proposed building has been designed to meet the 2015 IECC requirements in REScheck Version 4.7.2 and to comply with the mandatory requirements listed in the REScheck Inspection Checklist.

Name - TitleSignatureDate

Project Title:Report date: 12/13/22
Data filename: C:\Users\Sean\OneDrive\Documents\REScheck\1216 branch street.rckPage 1 of 9

WALL TYPES

EXTERIOR WALL TYPES

E1VINYL SIDING-SEE ELEV. 1/2" PLYWD. SHEATHING. 2x6 WD STUDS @ 16" O.C., SPRAY FOAM INSULATION; ONE LAYER 1/2" GYP. BD. @ INT SIDE.

E2VINYL SIDING- SEE ELEV. 1/2" PLYWD. SHEATHING. 2X4 WD STUDS @ 16" OC,SPRAY FOAM INSULATION; ONE LAYER 1/2" GYP. BD. AT INTERIOR SIDE.

INTERIOR WALL TYPES

I2X4 WD. STUD @ 16" OC FILL W/ 3 1/2" FIBERGLASS SOUND ATTENUATION INSUL. BLANKETS ONE LAYER 1/2" GYP. BD. EACH SIDE

22X6 WD. STUD @ 16" OC FILL W/ 5 1/2" FIBERGLASS SOUND ATTENUATION INSUL. BLANKETS ONE LAYER 1/2" GYP. BD. EACH SIDE

TYP. ROOF CONSTRUCTION

TYP. ROOF ASSEMBLY TYPE 1:
ANTIFUNGAL 30-YEAR ARCHITECTURAL ASPHALT ROOF SHINGLES COMPATIBLE UNDERLAYMENT PER SHINGLE MFR. 5/8" PLYWD. SHEATHING ON TRUSS OR RAFTERS (SEE ROOF PLAN)

TYP. ROOF ASSEMBLY TYPE 2:
STANDING SEAM MTL. ROOF COMPATIBLE UNDERLAYMENT PER ROOFING MFR. 5/8" PLYWD. SHEATHING ON TRUSS OR RAFTERS (SEE ROOF PLAN)

VIRGO GAMBILL ARCHITECTS

3810 OAK DRIVE, AUGUSTA, GA 30907
(706) 736-3651
www.VIRGOGAMBILL.com

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

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AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.
1327 Eleventh Street, Augusta, Ga, 30901

PROJECT NO:

DATE:

DRAWN BY:

CHECKED BY:

REVISION: 2-21-2023

CODE, INDEX & GENERAL NOTES

SHEET NUMBER: G001

GENERAL CONDITIONS

A. THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION: STANDARD FORM OF THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, STANDARD FORM OF THE AMERICAN INSTITUTE OF ARCHITECTS, CURRENT EDITION, SHALL APPLY TO ALL WORK IN THIS CONTRACT, EXCEPT AS SPECIFICALLY MODIFIED BELOW AND/OR BY THE AGREEMENT.

B. ALL WORK FOR THIS PROJECT SHALL COMPLY WITH THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), AMERICANS WITH DISABILITIES ACT, AND WITH THE APPLICABLE BUILDING CODE AND LOCAL LAWS.

C. ALL VIRGO GAMBILL ARCHITECTS' DRAWINGS AND ALL CONSTRUCTION NOTES ARE COMPLEMENTARY, AND WHAT IS CALLED FOR BY EITHER WILL BE BINDING AS IF CALLED FOR BY ALL. ANY WORK SHOWN OR REFERRED TO ON ANY ONE SET OF DRAWINGS SHALL BE PROVIDED AS THOUGH SHOWN ON ALL RELATED DRAWINGS.

D. ALL WORK LISTED IN THESE CONSTRUCTION NOTES AND SHOWN OR IMPLIED ON ALL DRAWINGS ALL WORK LISTED IN THESE CONSTRUCTION NOTES AND SHOWN OR IMPLIED ON ALL DRAWINGS SHALL BE COORDINATED BY THE CONTRACTOR, SUPPLIED AND INSTALLED BY THE SELECTED SUBCONTRACTOR EXCEPT AS OTHERWISE NOTED. HOWEVER, THE CONTRACTOR SHALL CLOSELY COORDINATE ALL WORK, INCLUDING OUTSIDE CONTRACTORS, TO ASSURE THAT ALL SCHEDULES ARE MET.

E. THE CONSTRUCTION NOTES AND/OR DRAWINGS ARE SUPPLIED TO ILLUSTRATE THE DESIGN AND GENERAL TYPE OF CONSTRUCTION DESIRED AND ARE INTENDED TO IMPLY TO THE FINEST QUALITY OF CONSTRUCTION, MATERIAL AND WORKMANSHIP THROUGHOUT.

F. THE WORK OF THIS PROJECT INCLUDES CONSTRUCTION WORK SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN BUT NOT NECESSARILY LIMITED TO GENERAL CONSTRUCTION, MECHANICAL, ELECTRICAL, AND FIRE PROTECTION WORK.

G. EXECUTE THE WORK DESCRIBED IN THESE SPECIFICATIONS AND SHOWN ON THE DRAWINGS, AND EXECUTE THE WORK DESCRIBED IN THESE SPECIFICATIONS AND SHOWN ON THE DRAWINGS, AND OTHER WORK NECESSARY TO COMPLETE THE PROJECT, IN A THOROUGHLY SUBSTANTIAL AND WORKMANLIKE MANNER, BY PERSONS THOROUGHLY EXPERIENCED IN THEIR PARTICULAR TRADE OR CRAFT.

H. CONSULT DRAWINGS AND PLAN WORK SO THAT THE EXCAVATED MATERIAL, NEW BUILDING MATERIALS, ETC. ARE NOT PLACED WHERE THEY WILL INTERFERE WITH THE WORK OF OTHERS.

J. ALL CONTRACTORS SHALL NOTIFY VIRGO GAMBILL ARCHITECTS IMMEDIATELY IF THEY CANNOT COMPLY WITH ALL NOTES CALLED FOR ON THESE PAGES AND ON ALL OTHER VIRGO GAMBILL DRAWINGS OR DOCUMENTS.

K. THE CONTRACTOR SHALL NOTIFY VIRGO GAMBILL ARCHITECTS OF ANY DISCREPANCIES BETWEEN THE DRAWINGS, THESE NOTES, AND FIELD CONDITIONS, BEFORE SUBMITTING A PROPOSAL, AND REQUEST CLARIFICATION.

L. FIELD VERIFY DIMENSIONS OF EXISTING CONDITIONS, IF ANY, THAT AFFECTS THE WORK. TAKE RESPONSIBILITY FOR THE CORRECTNESS OF MEASUREMENTS AND VERIFY GRADES, LINES, LEVELS, ELEVATIONS, AND DIMENSIONS SHOWN PRIOR TO COMMENCING WORK.

M. BEFORE SUBMITTING A PROPOSAL, ALL CONTRACTORS SHALL VISIT THE PREMISES, FAMILIARIZE BEFORE SUBMITTING A PROPOSAL, ALL CONTRACTORS SHALL VISIT THE PREMISES, FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS AND SATISFY THEMSELVES AS TO THE NATURE AND SCOPE OF WORK.

N. THE SUBMISSION OF A PROPOSAL SHALL BE CONSTRUED AS EVIDENCE THAT SUCH EXAMINATION HAS BEEN MADE AND LATER CLAIMS FOR LABOR, EQUIPMENT OR MATERIAL OR FOR DIFFICULTIES ENCOUNTERED WHICH COULD HAVE BEEN FORESEEN HAD SUCH AN EXAMINATION BEEN MADE, WILL NOT BE RECOGNIZED.

O. ALL CONTRACTORS SHALL CONTACT THE OWNER TO DETERMINE THE BUILDING REQUIREMENTS FOR CONSTRUCTION, WHICH WILL INDICATE WHEN AND HOW DELIVERIES CAN BE MADE (SEE BELOW), WHAT PHASES OF CONSTRUCTION CAN BE DONE ON REGULAR OR OVERTIME, INSURANCE REQUIREMENTS AND IN GENERAL, ANY SPECIAL BUILDING REQUIREMENTS WHICH WILL AFFECT THEIR WORK. IF ADDITIONAL OVERTIME WORK IS REQUIRED BY ANY TRADE, APPROVAL MUST BE OBTAINED PRIOR TO THE EXECUTION OF ANY WORK, INCLUDING COST.

P. PRIOR TO BEGINNING ANY WORK, THE CONTRACTOR SHALL FURNISH A CONSTRUCTION SCHEDULE SHOWING THE CHRONOLOGICAL PHASES OF WORK, AND ALL RELATED WORK FOR THE COMPLETION OF THE PROJECT. THIS SCHEDULE SHALL INDICATE ALL ORDERING LEAD-TIME, LENGTH OF TIME FOR EACH PHASE, ITS START AND COMPLETION, WITH A PROJECTED COMPLETION DATE.

Q. THE SUB-CONTRACTOR, AND ANY OTHER CONTRACTOR INVOLVED IN THIS PROJECT SHALL TAKE NOTE THAT ANY COST ACCRUED BY DEFECTIVE OR TIMED WORK, AS A RESULT OF, BUT NOT LIMITED TO INFERIOR WORKMANSHIP OR MATERIALS, IMPROPER SCHEDULING OR DELINQUENT ORDERING SHALL BE BORNE BY THE PARTY RESPONSIBLE. ADDITIONAL CHARGES SHALL INCLUDE BUT NOT BE LIMITED TO: FREIGHT ELEVATOR CHARGES, FREIGHT COSTS, HANDLING AND STORAGE OF FURNITURE AND OR WORKSTATIONS, AND ANY OTHER CHARGES WHICH ARE LABOR ORIENTED INCLUDING OVERTIME.

R. THE USE OF THE WORDS "PROVIDE" OR "PROVIDED" IN CONNECTION WITH ANY ITEM SPECIFIED, IS INTENDED TO MEAN, UNLESS OTHERWISE NOTED, THAT SUCH SHALL BE FURNISHED AND INSTALLED AND CONNECTED WHERE SO REQUIRED.

S. WHERE THE TERMS "APPROVED EQUAL", "OTHER APPROVED", "EQUAL TO", "ACCEPTABLE" OR OTHER GENERAL TERMS ARE USED IN THESE NOTES, IT SHALL BE UNDERSTOOD THAT REFERENCE IS MADE TO THE RULING AND JUDGMENT OF VIRGO GAMBILL ARCHITECTS. FOR EACH PROPOSED SUBSTITUTION, THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND/OR FULL SIZE SAMPLES FOR INSPECTION.

U. MANUFACTURERS OF SPECIFIED ITEMS ARE NOTED FOR QUALITY AND DESIGN. SUBSTITUTE PRODUCTS ARE SUBJECT TO APPROVAL BY ARCHITECT. THE CONTRACTOR IS ENCOURAGED TO SUBMIT ALTERNATE PRODUCTS FOR CONSIDERATION IN AN EFFORT TO REDUCE THE CONSTRUCTION COST OR TIME. REASONABLE REQUESTS WILL BE REVIEWED FOR COMPLIANCE WITH THE INTENT OF THE CONSTRUCTION DOCUMENTS.

V. CERTAIN SCHEDULES OF MATERIAL, DIAGRAMS OF RISERS, AND SIMILAR INFORMATION MAY ACCOMPANY THE DRAWINGS IN ORDER TO ACCOMMODATE THE CONTRACTOR AND SUBCONTRACTORS, AND TO AVOID A CONFUSING AMOUNT OF LETTERING ON THE DRAWINGS. THESE ARE INTENDED TO BE USED IN CONJUNCTION WITH THE DRAWINGS AND SPECIFICATIONS, BUT ARE NOT TO BE INTERPRETED IN ANY MANNER AS MODIFYING OR RESTRICTING SUCH DRAWINGS OR THE SPECIFICATIONS. SCHEDULES OF MATERIALS OR ROOM FINISHES ARE FURNISHED AS A CONVENIENCE ONLY, AND THERE IS NO GUARANTEE THAT ANY SCHEDULE INCLUDES ALL OF THE WORK OR MATERIALS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS.

W. THE CONTRACTOR SHALL PROVIDE CUT SHEETS OF ALL FIXTURES AND EQUIPMENT CALLED FOR ON VIRGO GAMBILL ARCHITECTS DRAWINGS, I.E. LIGHT FIXTURES, HARDWARE, ETC.

X. THE CONTRACTOR SHALL PROVIDE ALL FABRICATION SHOP DRAWINGS AND FIXTURE CUT SHEETS TO VIRGO GAMBILL ARCHITECTS FOR APPROVAL. ALL SHOP DRAWINGS AND CUTS SIGNED "APPROVED" SHALL SUPERSEDE ORIGINATING DRAWINGS IN DESIGN APPEARANCE ONLY. CONTRACTORS SHALL ASSUME RESPONSIBILITY FOR ERRORS IN THEIR DRAWINGS. VIRGO GAMBILL ARCHITECTS' APPROVAL OF SHOP DRAWINGS AND/OR CUTS SHALL BE FOR CONFORMANCE TO THE CONTRACT DOCUMENTS, ONLY, AND SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR FIT AND FINISH, COORDINATION OF RELATED WORK BY OTHER SUB-CONTRACTORS, FIELD MEASUREMENTS, OR FIELD CONDITIONS.

Y. THE CONTRACTOR SHALL PROPERLY PROTECT THE BUILDING OWNER'S AND ANY ADJOINING PROPERTY OR WORK AND ANY DAMAGE TO SAME CAUSED BY HIS WORK OR WORKMEN MUST BE MADE GOOD WITHOUT DELAY.

Z. THE CONTRACTOR SHALL MAINTAIN A CURRENT AND COMPLETE SET OF CONSTRUCTION DRAWINGS ON SITE DURING ALL PHASES OF CONSTRUCTION FOR USE OF ALL TRADES.

AA. THE CONTRACTOR UPON ACCEPTANCE OF THE DRAWINGS ASSUMES RESPONSIBILITY FOR THE CONSTRUCTION, MATERIALS AND WORKMANSHIP OF THE WORK DESCRIBED IN THESE NOTES AND DRAWINGS, AND THEY WILL BE EXPECTED TO COMPLY WITH THE SPIRIT, AS WELL AS THE LETTER IN WHICH THEY WERE WRITTEN.

BB. THOSE PERFORMING WORK AS A SUBCONTRACTOR MUST EXAMINE SUBSTRATES AND CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE CONTRACTOR IN WRITING, OF CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMPLETION OF THE WORK. COMMENCEMENT OF WORK BY A TRADE ON A SURFACE OR CONSTRUCTION SHALL IMPLY ACCEPTANCE OF SUCH SURFACE OR CONSTRUCTION. DO NOT PROCEED WITH INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

CC. PRODUCTS AND MATERIALS SHALL BE INSTALLED IN STRICT CONFORMANCE WITH THE MANUFACTURERS' PUBLISHED RECOMMENDATIONS. PROVIDE A COPY OF THE MANUFACTURERS' INSTALLATION RECOMMENDATIONS UPON REQUEST OF ARCHITECT.

DD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY AND WARRANT THAT THIS INTENT THE CONTRACTOR SHALL BE RESPONSIBLE FOR JOB SITE SAFETY AND WARRANT THAT THIS INTENT SHALL BE MADE EVIDENT IN AGREEMENT WITH THE OWNER.

EE. DURING PERFORMANCE OF WORK, BE RESPONSIBLE FOR PROVISION AND MAINTENANCE OF WARNING SIGNS, LIGHT SIGNAL DEVICES, GUARD LIGHTS, BARRICADES, GUARD RAILS, FENCES AND OTHER DEVICES, APPROPRIATELY LOCATED ON AND AROUND THE JOB SITE WHICH GIVE PROPER AND UNDERSTANDABLE WARNING TO PERSONS WITH REGARD TO HAZARDOUS CONDITIONS, EQUIPMENT AND OPERATIONS BEING PERFORMED IN CONJUNCTION WITH THE WORK.

FF. ALL REQUIRED EXITS, WAY OF APPROACH THERETO, AND WAY OF TRAVEL FROM THE EXIT INTO ALL REQUIRED EXITS, WAY OF APPROACH THERETO, AND WAY OF TRAVEL FROM THE EXIT INTO THE STREET SHALL CONTINUOUSLY BE MAINTAINED FREE FROM ALL OBSTRUCTIONS AND IMPEDIMENTS FOR UNOBSTRUCTED EGRESS IN THE CASE OF FIRE OR OTHER EMERGENCY.

GG. DURING THE ENTIRE PERIOD OF CONSTRUCTION, THE TELEPHONE NUMBERS OF THE CLOSEST AVAILABLE PHYSICIANS, HOSPITALS, OR AMBULANCES SHALL BE CONSPICUOUSLY POSTED. A TELEPHONE SHALL BE INSTALLED BY THE CONTRACTOR FOR THESE PURPOSES.

HH. THE CONTRACTOR SHALL PROVIDE AND INSTALL FIRE EXTINGUISHERS AS REQUIRED BY THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), BY FIRE DEPARTMENT REGULATIONS.

JJ. THE CONTRACTOR IS RESPONSIBLE FOR PICKING UP THE BUILDING PERMIT AS WELL AS ALL SIGN-OUTS AND EQUIPMENT USE PERMITS REQUIRED.

KK. APPLICABLE STANDARDS OF CONSTRUCTION INDUSTRY HAVE THE SAME FORCE AND EFFECT ON PERFORMANCE OF THE WORK AS IF COPIED DIRECTLY INTO CONTRACT DOCUMENTS OR BOUND AND PUBLISHED THEREWITH. COMPLY WITH STANDARDS IN EFFECT ON THE DATE OF ISSUE OF THE CONTRACT DOCUMENTS, UNLESS OTHERWISE INDICATED.

LL. WARRANT MATERIALS AND WORKMANSHIP FOR A PERIOD OF (1) YEAR FROM DATE OF ACCEPTANCE BY OWNER.

CLEANING

A. THE CONTRACTOR SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING TO PREVENT ANY DIRT, DEBRIS OR DUST FROM LEAVING THE JOB SITE. JOB SITE SHALL BE KEPT ROOM CLEAN AT ALL TIMES DURING THE PROJECT. CONSTRUCTION DEBRIS, EQUIPMENT AND SUPPLIES SHALL BE STORED IN SUCH A WAY AS TO NOT IMPEDE THE PROGRESS OF THE PROJECT OR CREATE A POTENTIAL FIRE HAZARD.

CHANGES IN THE WORK

A. THE OWNER MAY ORDER EXTRA WORK OR MAKE CHANGES BY ALTERING, ADDING TO OR DEDUCTING FROM THE WORK, THE CONTRACT SUM BEING ADJUSTED ACCORDINGLY.

TRANSPORTATION

A. THE RESPECTIVE SUB CONTRACTOR AGREES TO PAY ALL TRANSPORTATION CHARGES ON ALL HIS MATERIALS AND EQUIPMENT TO THE POINT OF DELIVERY AND SHALL BE RESPONSIBLE FOR ALL UNLOADING, CHECKING, AND STORING OF SAME IN CONNECTION WITH THIS CONTRACT.

INSURANCE

A. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS, THE CLIENT, THE OWNER OF THE BUILDING, V.G.A, THE MANAGING AGENTS AND EMPLOYEES OF ALL THE FOREGOING, AND ANY AND ALL MORTGAGAGES, AGAINST ANY AND ALL CLAIMS, SUITS, LOSSES OR EXPENSES BY REASON OR ANY LIABILITY ARISING OUT OF OR IN CONSEQUENCE OF THE PERFORMANCE OF HIS CONTRACT (AND/OR IMPOSED BY LAW UPON ANY AND ALL OF THEM) BECAUSE OF PERSONAL INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED BY ANY PERSON OR PERSONS AND DAMAGE TO PROPERTY ARE DUE OR CLAIMED TO BE DUE TO NEGLIGENCE OF THE CONTRACTOR, THE OWNER OF THE BUILDING, THE MANAGING AGENTS AND EMPLOYEES OF ALL THE FOREGOING, AND ANY AND ALL MORTGAGAGES, OR ANY OTHER PERSON OR FOR ANY OTHER REASON. B. THE CONTRACTOR FURTHER AGREES THAT IT WILL FURNISH SATISFACTORY EVIDENCE OF INSURANCE FROM A REPUTABLE COMPANY OR COMPANIES, INSURING ITS LIABILITY UNDER THIS CONTRACT THE AMOUNTS OF SUCH INSURANCE TO BE AS STATED ABOVE. C. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ITS OWN EXPENSE UNTIL COMPLETION OF THE WORK, THE FOLLOWING FORMS OF INSURANCE: LIMIT AS REQUIRED BY OWNER LIMIT AS REQUIRED BY OWNER. D. THE CONTRACTOR SHALL FURNISH A CERTIFICATE FROM ITS INSURANCE CARRIER THAT OR CARRIERS TO THE AGENT BEFORE COMMENCING WITH THE WORK, SHOWING IT HAS COMPLIED WITH THE REQUIREMENTS REGARDING INSURANCE AND PROVIDING THAT THE INSURER WILL EXTEND TO THE AGENT AND/OR THE OWNER THIRTY DAYS PRIOR NOTICE OF CANCELLATION. E. THE ACCEPTANCE BY THE AGENT AND/OR THE OWNER OF INSURANCE FOR THE LIMITS STATED ABOVE SHALL NOT LIMIT THE LIABILITY OF THE CONTRACTOR HEREUNDER.

SECTION 04210 - UNIT MASONRY ASSEMBLIES

A. WHERE MASONRY CONSTRUCTION IS INDICATED ON DRAWINGS OR WHERE REQUIRED BY CODE TO HAVE FIRE-RESISTANT CONSTRUCTION, PROVIDE MASONRY MATERIAL AND INSTALLATION METHODS NECESSARY TO OBTAIN THE REQUIRED FIRE RATING. B. WHEN THE OUTSIDE AIR TEMPERATURE IS BELOW 40° F, OR EXPECTED TO FALL BELOW 40° F, COMPLY WITH THE RECOMMENDED PRACTICE FOR COLD WEATHER MASONRY CONSTRUCTION SET FORTH BY THE INTERNATIONAL MASONRY INDUSTRY ALL-WEATHER COUNCIL AND BIA TECHNICAL NOTES 1, LATEST REVISION. C. PROTECT MASONRY CONSTRUCTION FROM DIRECT EXPOSURE TO WIND AND SUN WHEN ERECTED IN AN AMBIENT AIR TEMPERATURE OF 99° F IN THE SHADE WITH A RELATIVE HUMIDITY OF LESS THAN 50 PERCENT. D. MATERIALS: 1. CONCRETE BLOCK: a. LOAD-BEARING: ASTM C90-97, TYPE 1. b. NONLOAD-BEARING: ASTM C129-97. 2. BRICK: ASTM C126-97, GRADE SW, TYPE FBS. 3. MORTAR: a. TYPE "N": 750 PSI; FOR NONLOAD-BEARING WALLS. b. NATURAL OR COLORED MORTAR AS SELECTED BY ARCHITECT TIES, ANCHORS, AND REINFORCING, GALVANIZED FOR EXTERIOR WALLS: a. SEE DWG S1.0. 7. FLASHING AND WEEPS: a. SEE ARCHITECTURAL DETAILS. b. PRE-MOLDED RECTANGULAR WEEPS AT BOTTOM 4 TOPS (AS VENTS) OF WALLS. E. WITH CLEAN MASONRY ASSEMBLY AFTER MORTAR IS THOROUGHLY SET AND CURED, IN ACCORDANCE WITH MASONRY UNIT MANUFACTURERS' RECOMMENDATIONS. F. SEE STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.

SECTION 06100 - ROUGH CARPENTRY

A. LUMBER STANDARDS: COMPLY WITH DOC P520-94, AMERICAN SOFTWOOD LUMBER STANDARD, AND WITH APPLICABLE GRADING RULES OF INSPECTION AGENCIES CERTIFIED BY AISC'S BOARD OF REVIEW. B. MATERIALS: 1. PRESERVATIVE TREATED WOOD: a. LUMBER: AWPA C2-93 b. PLYWOOD: AWPA C9-93 C. INSTALLATION: 1. FRAME WOOD MEMBERS TO A CLOSE FIT, SET ACCURATELY TO REQUIRED LINES AND LEVELS FRAME WOOD MEMBERS TO A CLOSE FIT, SET ACCURATELY TO REQUIRED LINES AND LEVELS AND SECURE RIGIDLY IN PLACE, CUT AND FIT FRAMING, BLOCKING, AND SIMILAR ITEMS TO ACCOMMODATE OTHER WORK. 2. PRESSURE-TREATED WOOD PRODUCTS: a. FASTENERS/BRACKETS IN CONTACT WITH PRESSURE-TREATED WOOD SHALL BE STAINLESS STEEL OR COATED WITH G-90 (FASTENERS)/G-185 BRACKETS AND CONNECTORS. b. PROVIDE PRESSURE TREATED WOOD FOR ALL FRAMING, BLOCKING, FURRING, NAILING STRIPS, BUILT INTO EXTERIOR MASONRY WALLS, WOOD IN CONTACT WITH CONCRETE AND IN CONJUNCTION WITH ROOFING.

SECTION 08710 - DOOR HARDWARE

A. COMPLY WITH: 1. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) REQUIREMENTS USE LATEST EDITION OF AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) REQUIREMENTS, USE LATEST EDITION OF STANDARD AVAILABLE. a. A115.2 "SPECIFICATION FOR STANDARD STEEL DOOR AND FRAME PREPARATION FOR BORED OR CYLINDRICAL LOCKS FOR 1 3/8" AND 1 3/4" DOORS." b. A115-W SERIES "SPECIFICATIONS FOR WOOD AND DOOR FRAME PREPARATION." c. A117.1 "BUILDING AND FACILITIES - PROVIDING ACCESSIBILITY AND USABILITY FOR HANDICAPPED PEOPLE." d. A156 SERIES "DOOR HARDWARE SPECIFICATION." 2. MANUFACTURER: TO THE GREATEST EXTENT POSSIBLE, OBTAIN EACH KIND OF HARDWARE FROM ONLY ONE MANUFACTURER. 3. HARDWARE SUPPLIER SHALL BE AN AUTHORIZED DISTRIBUTOR OF MANUFACTURERS LISTED. 4. HARDWARE SUPPLIER SHALL BE RESPONSIBLE FOR THOROUGHLY DETAILING THE PROJECT TO ENSURE THAT THE ITEMS SPECIFIED WILL PROPERLY FUNCTION IN THE INDICATED LOCATIONS. 5. DOOR HARDWARE AND SCHEDULE: REFER TO DRAWINGS. FINISHES AS INDICATED ON DRAWINGS. 6. ACCESSORIES AND ATTACHMENTS: a. FURNISH HARDWARE WITH SCREWS, THROUGH BOLTS AND OTHER FASTENINGS SUITABLE TO ASSURE PERMANENT ANCHORAGE, WHERE EXPOSED, FASTENINGS SHALL BE COUNTERSUNK. OVAL-HEAD TYPE, (EXCEPT USE FLATHEAD FOR HINGES), AND SHALL MATCH FINISH OF HARDWARE BEING ATTACHED. PROVIDE CONCEALED FASTENINGS WHEREVER POSSIBLE. HARDWARE SHALL NOT BE ATTACHED WITH SELF-TAPPING SCREWS AND SHEET METAL SCREWS. DOOR CLOSERS, CLOSER ARMS, DOOR HOLDERS, HOLDER ARMS AND DOORSTOPS SHALL BE SECURED TO DOORS AND FRAMES WITH FASTENERS SUPPLIED BY THE MANUFACTURER. FLOOR TYPE STOPS AND HOLDERS SHALL BE FASTENED TO THE FLOOR WITH MACHINE SCREWS INTO EXPANSION SHIELDS.

B. INSTALLATION: 1. INSTALL EACH HARDWARE ITEM IN COMPLIANCE WITH THE MANUFACTURERS' PRINTED INSTRUCTIONS AND RECOMMENDATIONS AT MOUNTING HEIGHTS CONFORMING TO THE RECOMMENDED MOUNTING LOCATIONS OF THE BUILDERS' HARDWARE MANUFACTURERS ASSOCIATION, AND THE AMERICANS WITH DISABILITIES ACT. WHEREVER CUTTING AND FITTING IS REQUIRED TO INSTALL HARDWARE ONTO AND INTO SURFACES WHICH ARE LATER TO BE PAINTED OR FINISHED IN ANOTHER WAY, INSTALL EACH ITEM COMPLETELY AND THEN REMOVE AND STORE IN A SECURE PLACE DURING THE FINISH APPLICATION. AFTER COMPLETION OF THE FINISHES, REINSTALL EACH ITEM. DO NOT INSTALL SURFACE-MOUNTED ITEMS UNTIL FINISHES HAVE BEEN COMPLETED ON THE SUBSTRATE. 2. SET UNITS LEVEL, PLUMB, AND TRUE TO THE LINE AND LOCATION. ADJUST AND REINFORCE THE ATTACHMENT SUBSTRATE AS NECESSARY FOR PROPER INSTALLATION AND OPERATION. 3. MORTISE AND CUT TO CLOSE TOLERANCE AND CONCEAL EVIDENCE OF CUTTING IN THE FINISHED WORK. 4. DRILL AND COUNTERSINK UNITS WHICH ARE NOT FACTORY-PREPARED FOR ANCHORAGE FASTENERS. SPACE FASTENERS AND ANCHORS IN ACCORDANCE WITH INDUSTRY STANDARDS. 5. AT FINAL COMPLETION, ADJUST AND CHECK EACH OPERATING ITEM OF HARDWARE AND EACH DOOR TO ENSURE PROPER OPERATION AND FUNCTION OF EVERY UNIT. LUBRICATE MOVING PARTS WITH THE TYPE LUBRICATION RECOMMENDED BY MANUFACTURER (GRAPHITE TYPE IF NOT SPECIFICALLY RECOMMENDED). 6. REPLACE UNITS WHICH CANNOT BE ADJUSTED AND LUBRICATED TO OPERATE FREELY AND SMOOTHLY AS INTENDED FOR THE APPLICATION MADE, WITH NEW HARDWARE. 7. INSTRUCT OWNER OF PROPER ADJUSTMENT AND MAINTENANCE OF HARDWARE AND HARDWARE FINISHES DURING THE FINAL ADJUSTMENT OF HARDWARE.

SECTION 102800 - TOILET ACCESSORIES

A. PRODUCT DELIVERY, HANDLING AND STORAGE: PRODUCT DELIVERY, HANDLING AND STORAGE: 1. RECEIVE, INVENTORY, AND STORE PRODUCTS PRIOR TO INSTALLATION. B. ACCESSORIES: 1. AS INDICATED ON THE DRAWINGS. C. INSTALLATION: 1. FOLLOW MANUFACTURER'S DIRECTION SUITING INSTALLATION CONDITIONS, USING TAMPER-RESISTANT OR CONCEALED FASTENERS. PROVIDE AND INSTALL HANDRAILS IN SIZES AND LOCATIONS AS REQUIRED BY LOCAL AND STATE BUILDING CODES. ATTACH FIRMLY TO WALLS. 3. PROVIDE BLOCKING FOR INSTALLATION OF GRAB BARS AND ALL OTHER TOILET ACCESSORIES.

SECTION 09250 - GYPSUM WALLBOARD

A. CODES AND STANDARDS: 1. GYPSUM ASSOCIATION (GA) "RECOMMENDED SPECIFICATION FOR THE APPLICATION AND FINISHING OF GYPSUM WALLBOARD," GA-216, UNLESS OTHERWISE SPECIFIED HEREIN GYPSUM ASSOCIATION (GA) "RECOMMENDED SPECIFICATION: LEVELS OF GYPSUM BOARD FINISH" GA-214 JOINTLY PUBLISHED BY AWCI, CIGCA, AND POCA. 2. ASTM C645, "STANDARD SPECIFICATION FOR NON-LOADBEARING (AXIAL) STEEL STUDS, RUNNERS (TRACK), AND RIGID FURRING CHANNELS FOR SCREW APPLICATION OF GYPSUM BOARD". 3. ASTM C754 "STANDARD SPECIFICATION FOR INSTALLATION OF STEEL FRAMING MEMBERS TO RECEIVE SCREW ATTACHED GYPSUM". COLD-FORMED METAL FRAMING AND RELATED WORK SHALL BE DESIGNED OF COLD-FORMED STEEL STRUCTURAL MEMBERS. B. MATERIALS: CONFORMING TO ASTM C-36, AND DELIVERED TO THE JOB SITE WITH END TAPERS BEARING UNDERWRITERS LABORATORIES LABEL, WITH THE CORRECT DESIGN NUMBER FOR THESE DRAWINGS AND SPECIFICATION UNLESS SHOWN DIFFERENTLY ON PLANS. WATER-RESISTANT BOARD, 1/2" THICK, TAPERED EDGES, ASTM C-360. 1. SCREWS: TYPE S, BUGLE HEAD, LENGTH AS REQUIRED. CONFORMING TO ASTM C-646. 2. GYPSUM WALLBOARD: TAPERED EDGE, 1/2" THICK.. A. REGULAR: ASTM C36. REGULAR: ASTM C36. B. MOISTURE RESISTANT: ASTM C630. MOISTURE RESISTANT: ASTM C630. 4. TREATMENT MATERIALS: JOINT TYPE AND COMPOUND AS RECOMMENDED BY WALLBOARD MANUFACTURER, CONFORMING TO ASTM C-474-5. CORNER BEADS, METAL TRIM, AND OTHER ACCESSORIES SHALL BE GALVANIZED STEEL. 5. USE 1/2" TILE BACKER BOARD (USG DUROCK OR APPROVED EQUAL) AS A SUBSTRATE FOR TILE TO BE APPLIED TO VERTICAL SURFACES UNLESS OTHERWISE INDICATED. 6. VERIFY THAT THE EXISTING WALL SURFACE IS SMOOTH AND SUITABLE AS A SUBSTRATE FOR THE FINISHES LISTED ON THE FINISH SCHEDULE. 7. Z-FURRING CHANNELS: 26 GAUGE (0.0179" MINIMUM), HOT DIPPED GALVANIZED STEEL, SLOTTED WEB, 3/4" AND 1 1/4" FLANGE WIDTHS. 8. ACCESSORIES: CORNER REINFORCEMENTS, CASING BEADS AND METAL TRIM, FABRICATED FROM 0.012" (MINIMUM) GALVANIZED SHEET STEEL WITH PERFORATED FLANGES, DESIGNED TO RECEIVE JOINT COMPOUND. 9. CONTROL JOINTS: ROLL-FORMED ZINC, OR EXTRUDED VINYL AS MANUFACTURED BY GYPSUM WALLBOARD MANUFACTURER. 10. ACOUSTICAL SEALANT: AS MANUFACTURED BY GYPSUM WALLBOARD MANUFACTURER. 11. STEEL FRAMING: ASTM C754. 12. FINISHING: GA-214. C. INSTALLATION: 1. INSTALL WATER-RESISTANT GYPSUM WALLBOARD IN HIGH-MOISTURE AREAS SUCH AS BATHROOMS. 2. BOARDS OF A MAXIMUM PRACTICABLE LENGTH SHALL BE USED SO THAT AN ABSOLUTE MINIMUM NUMBER OF END JOINTS OCCUR. WALLBOARD JOINTS AT OPENING SHALL BE LOCATED SO THAT NO END JOINT WILL ALIGN WITH THE EDGES OF THE OPENING. 3. TAPE AND JOINT MATERIAL SHALL BE APPLIED TO THE JOINTS APPROXIMATELY FOUR (4) INCHES WIDE. THIS IS TO BE IN A THREE COAT PROCESS, ALLOWING 24 HOURS DRYING TIME BETWEEN COATS. ALL NAILS, SCREW HEADS OR DIMPLES SHALL ALSO RECEIVE A THREE COAT FINISH USING THE SAME MANNER. JOINTS TO BE SANDED SMOOTH. 4. ALL INSIDE CORNERS SHALL BE COATED WITH AT LEAST 2 COATS OF JOINT COMPOUND WITH THE EDGES FEATHERED OUT. 5. FLANGES OF CORNER BEADS AND TRIM SHALL BE CONCEALED BY AT LEAST 2 COATS OF JOINT COMPOUND FEATHERED OUT APPROXIMATELY 9 INCHES ON BOTH SIDES OF THE EXPOSED METAL NOSE. 6. ALL WALLBOARD AND TREATED AREAS SHALL BE SMOOTH AND READY FOR WALL FINISH AS INDICATED ON DRAWINGS

SECTION 099100 - PAINTING

A. DESCRIPTION OF WORK: 1. PREPARATION OF NEW SURFACES, PERFORMANCE AND COMPLETION OF PAINTING AND FINISHING NEW AND EXISTING EXTERIOR AND INTERIOR SURFACES, INCLUDING MECHANICAL AND ELECTRICAL WORK IN FINISHED SPACES. 2. EXCEPT AS OTHERWISE INDICATED, ALL NEW AND EXISTING SURFACES SHALL HAVE FINISH APPLIED EXCEPT AS OTHERWISE INDICATED, ALL NEW AND EXISTING SURFACES SHALL HAVE FINISH APPLIED TO THEM. 3. COLORS: SEE SCHEDULES AND NOTES ON DRAWINGS FOR FINISH COLOR AND MANUFACTURER. 4. G.C. SHALL DO ALL TOUCHUP AT COMPLETION OF THE JOB WHERE OTHER TRADES HAVE MARRED THE PAINTED SURFACES. CLEAN PAINT DROPPING FROM HARDWARE, FLOOR, ETC. B. MAINTENANCE MATERIALS: 1. LEAVE ONE UNOPENED GALLON OF EACH TYPE AND COLOR FOR MAINTENANCE PURPOSES LABEL FOR POSITIVE IDENTIFICATION, INCLUDE DESIGNATION INDICATED ON FINISH SCHEDULE, DATE OF MIXING, AND CROSS REFERENCED MANUFACTURER USED. C. DELIVERY, STORAGE, AND HANDLING: 1. DELIVERY OF MATERIAL: DELIVER IN SEALED CONTAINERS WITH MANUFACTURER'S ORIGINAL LABELS LEGIBLE AND INTACT. 2. STORAGE OF MATERIALS: STORE IN MANNER RECOMMENDED BY THE MANUFACTURER AND AS REQUIRED BY BUILDING CODE AND COMPLY WITH HEALTH AND FIRE REGULATIONS. 3. HANDLING: TAKE ALL NECESSARY PRECAUTIONARY MEASURES TO PREVENT FIRE HAZARDS AND SPONTANEOUS COMBUSTION: PLACE COTTON WASTE, CLOTHS AND OTHER HAZARDOUS MATERIALS IN CONTAINERS. REMOVE DAILY FROM THE JOB SITE. D. ENVIRONMENTAL CONDITIONS: COMPLY WITH MANUFACTURERS' RECOMMENDATIONS AS TO ENVIRONMENTAL CONDITIONS UNDER WHICH COATING AND COATING SYSTEMS CAN BE APPLIED. E. PROTECTION: 1. ADEQUATELY PROTECT OTHER SURFACES FROM DAMAGE. MAKE GOOD ANY DAMAGE CAUSED BY FAILURE TO PROVIDE SUITABLE PROTECTION. 2. REMOVAL OF HARDWARE AND MISCELLANEOUS ITEMS: REMOVE ELECTRICAL OUTLET AND SWITCH PLATES, MECHANICAL DIFFUSERS, ESCUTCHEONS, REGISTERS, SURFACE HARDWARE, FITTINGS, FASTENINGS, AND THE LIKE PRIOR TO STARTING WORK. 3. DROP CLOTHS: PROVIDE DROP CLOTHS, SHIELDS, AND PROTECTIVE EQUIPMENT. EXTEND PROTECTION TO SURFACES WITHIN PREPARATION AREAS. F. GUARANTEE: FURNISH ONE-YEAR WARRANTY FOR FULL VALUE OR WORK INCLUDED THIS SECTION. G. MATERIALS: 1. PAINT, VARNISH, AND STAIN RELATED PRODUCTS FOR PRIME, INTERMEDIATE AND FINISHED COATS. PROVIDE TOP LINE PRODUCTION PRODUCTS. 2. REFER TO FINISH SCHEDULE ON DRAWINGS. SUBMIT MANUFACTURERS LITERATURE ON MATERIALS USED TO ARCHITECT FOR REVIEW. 3. MATERIALS NOT SPECIFICALLY INDICATED, BUT REQUIRED, TO BE OF QUALITY NOT LESS THAN REQUIRED BY APPLICABLE FEDERAL OR STATE SPECIFICATION STANDARDS. 4. ALL WORK "PREMIUM GRADE". H. INSPECTION: 1. VERIFY SUBSTRATE SATISFACTORY FOR WORK OF THIS SECTION. DO NOT PROCEED UNTIL DEFECTS HAVE BEEN CORRECTED. 2. BY STARTING PAINTING, THE CONTRACTOR IMPLIES THAT HE HAS ACCEPTED THE SURFACES AS BEING FREE OF DEFECTS. I. PREPARATION: NEW WORK 1. WOOD PRODUCTS TO BE PAINTED: REMOVE SURFACE CONTAMINATION, DIRT, AND MINOR GRIT. SPOT COAT KNOTS, PITCH STREAKS AND SAPPY SECTIONS WITH SEALER. FILL AND NAIL HOLES AND FINE CRACKS AFTER PRIMER HAS DRIED AND SAND SMOOTH. LEVEL WITH SURFACE READY FOR FINISH COAT. 3. WOOD PRODUCTS TO BE STAINED: REMOVE SURFACE CONTAMINATION, DUST AND GRIT. AFTER STAIN COAT, FILL NAIL HOLES WITH MATCHING COLOR FILLER. 4. GYPSUM WALLBOARD: A. REMOVE ANY MINOR SUBSEQUENT CONTAMINATION, DUST, AND DIRT. B. IF SURFACE DEFECTS APPEAR AFTER PRIME COATING, NOTIFY JOB SUPERINTENDENT AND ARCHITECT. REQUIRE DEFECTS REPAIRED BY AND AT EXPENSE OF DRYWALL TRADE. AFTER DEFECTS ARE CORRECTED, PROCEED WITH FINISH PAINTING, AGAIN USING PRIMER OVER REPAIRED AREAS. 5. MECHANICAL AND ELECTRICAL WORK: PREPARE METAL SURFACES AS SPECIFIED HEREIN ABOVE FOR MISCELLANEOUS STEEL AND IRON AS APPLICABLE TO TYPE OF MATERIAL SCHEDULED TO BE PAINTED. REMOVE DIRT, GREASE, AND OIL FROM CANVAS AND COTTON INSULATION COVERING. J. APPLICATION: 1. APPLY PAINT OR FINISH BY METHODS GENERALLY ACCEPTED BY THE TRADE TO ACHIEVE APPROVED FINISHES. 2. COMPLY WITH RECOMMENDATIONS OF PRODUCT MANUFACTURER FOR DRYING TIME BETWEEN SUCCEEDING COATS. 3. VARY COLOR OF SUCCESSIVE UNDERCOATS. 4. SAND AND DUST BETWEEN EACH COAT TO REMOVE DEFECTS VISIBLE FROM A DISTANCE OF 5 FEET. 5. PAINT WALL SURFACES INDICATED ON PLANS USING A MINIMUM OF TWO COATS OF PAINT AND PRIMING WHERE REQUIRED. 6. ALL PAINT WORK SHALL BE FIRST QUALITY WITH NO DEFECTS. 7. DRYWALL PAINT SHOULD BE APPLIED BY ROLLER. PAINT TO WOOD SHALL BE BRUSHED ON. 8. SEAL ALL GYPSUM WALL BOARD TO RECEIVE WALL COVERINGS. WALL COVERINGS TO BE APPLIED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 9. GYPSUM WALLBOARD AND VENEER PLASTER: 1 COAT LATEX PRIMER SEALER. 10. DAMAGED FINISHES INCLUDING PREFINISHED OWNER FURNISHED ITEMS: PREPARE AND FINISH AS THIS BOARD SCHEDULED FOR NEW WORK. ALL THE ABOVE SURFACES MAY NOT BE ENCOUNTERED DURING THE COURSE OF THIS PROJECT.



3810 OAK DRIVE, AUGUSTA, GA 30907
(706) 736-3881
www.VIRGOGAMBILL.com



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THE AMERICAN
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AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.

1327 Eleventh Street, Augusta, GA 30901

PROJECT NO.:

DATE:

DRAWN BY:

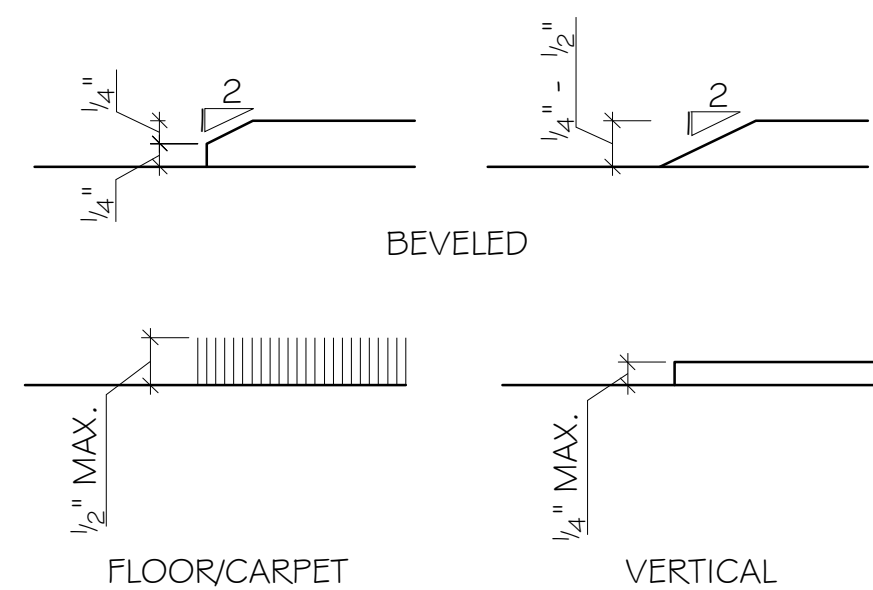
CHECKED BY:

REVISION: 2-21-2023

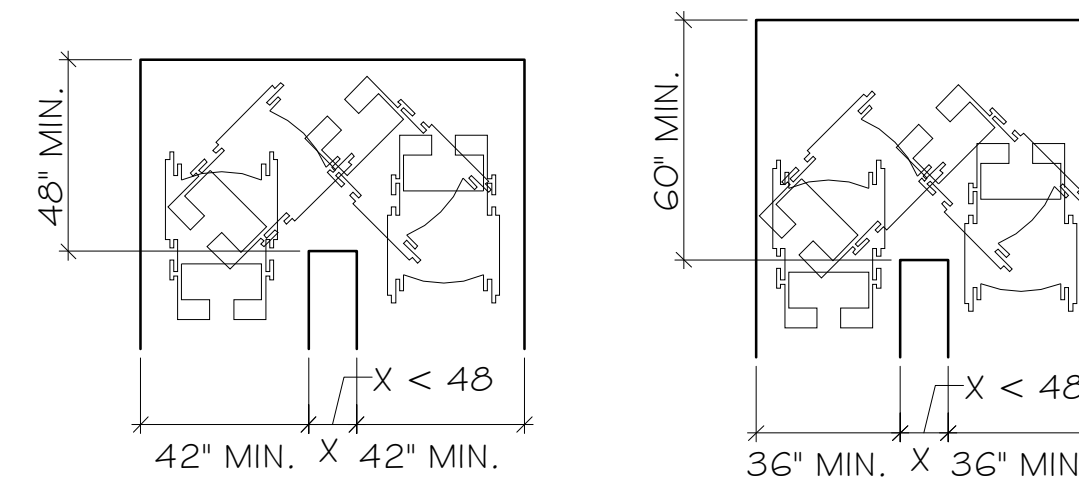
SPECIFICATIONS

SHEET
NUMBER:

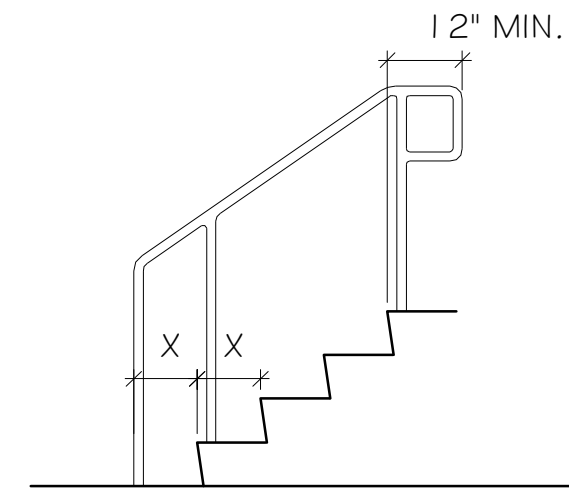
G002



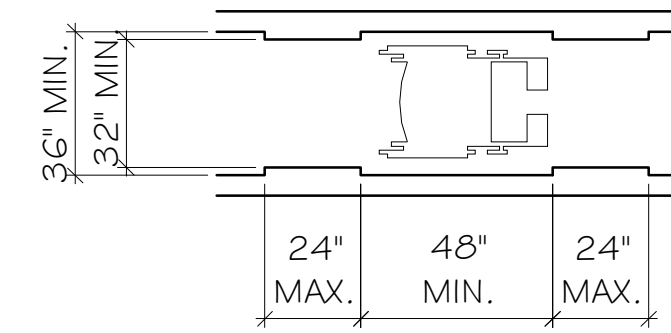
CHANGES IN LEVEL:
(SECTION 303)



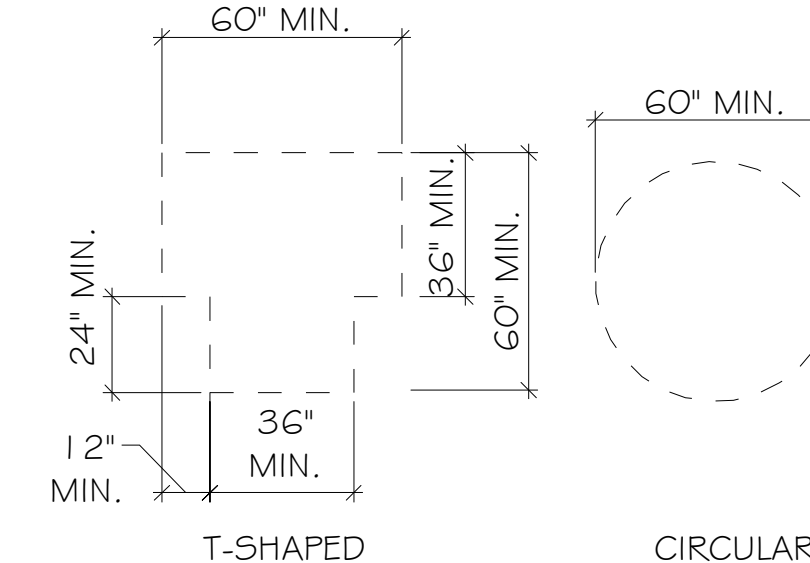
CLEAR WIDTH AT TURN: (SECTION 403.5.2)



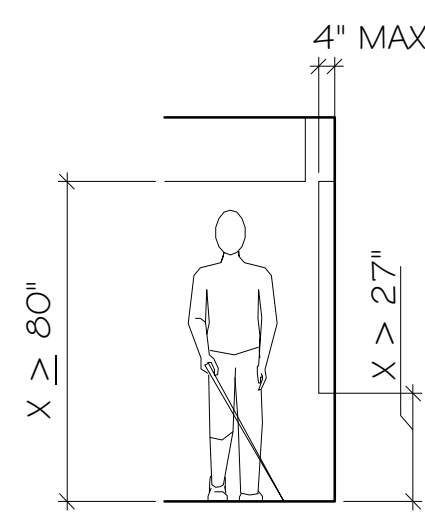
HANDRAIL EXTENSIONS:
(SECTION 505.10.2)



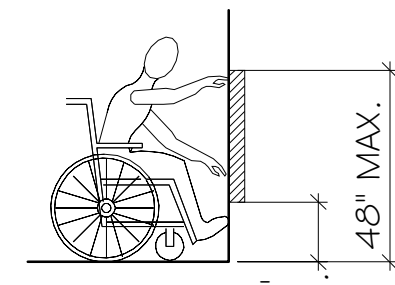
CLEAR WIDTH OF ACCESSIBLE ROUTE:
(SECTION 402)



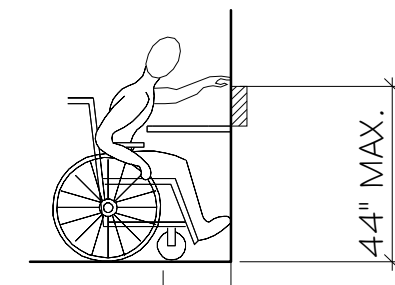
SIZE OF TURNING SPACE:
(SECTION 304)



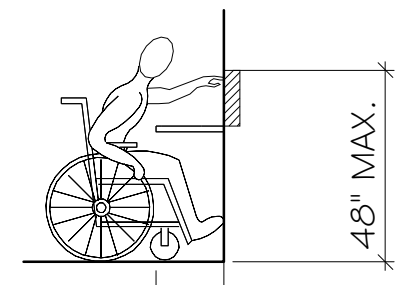
LIMITS OF PROTRUDING OBJECTS:
(SECTION 307)



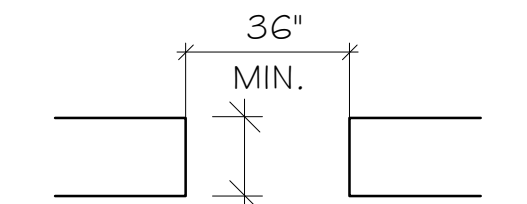
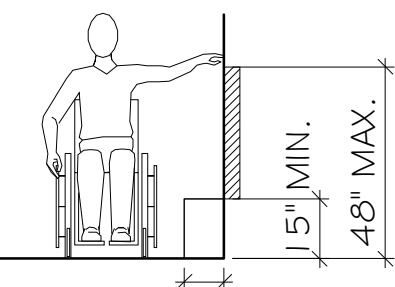
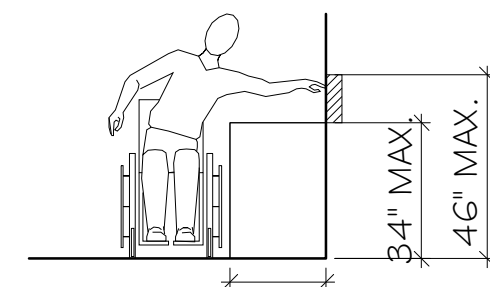
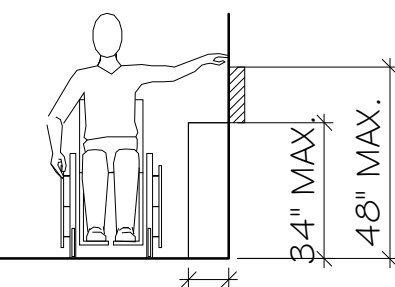
UNOBSTRUCTED FORWARD REACH:
(SECT. 308.2.1)



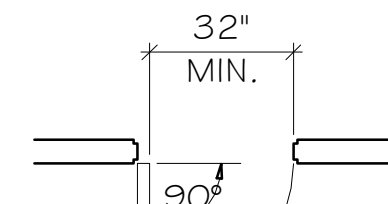
OBSTRUCTED HIGH FORWARD REACH:
(SECTION 308.2.2)



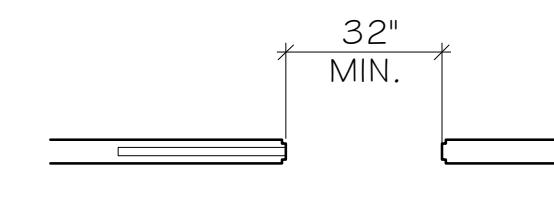
OBSTRUCTED HIGH SIDE REACH: (SECTION 308.3.2)



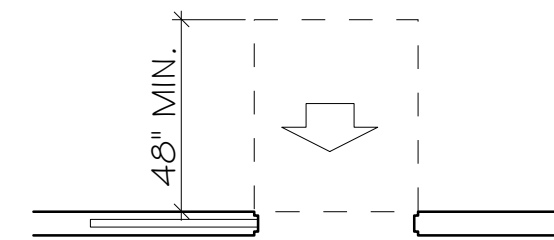
DOORWAYS WITHOUT DOORS



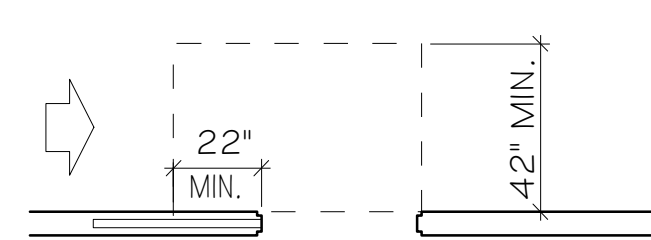
HINGED DOOR



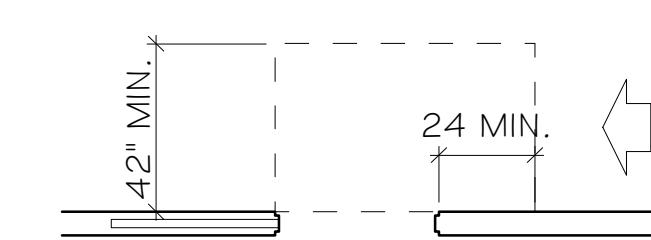
SLIDING DOOR



FRONT APPROACH -
SLIDING OR FOLDING DOORS

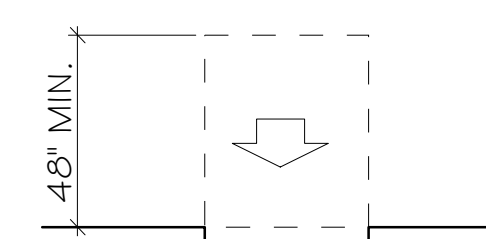


POCKET OR HINGE APPROACH -
SLIDING OR FOLDING DOORS

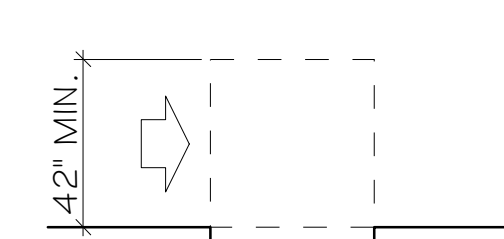


STOP OR LATCH APPROACH -
SLIDING OR FOLDING DOORS

MANEUVERING CLEARANCES AT SLIDING AND FOLDING DOORS: (SECTION 404.2.4.2)

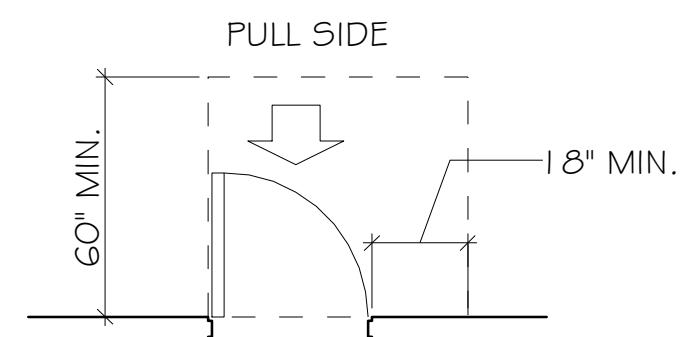


FRONT APPROACH

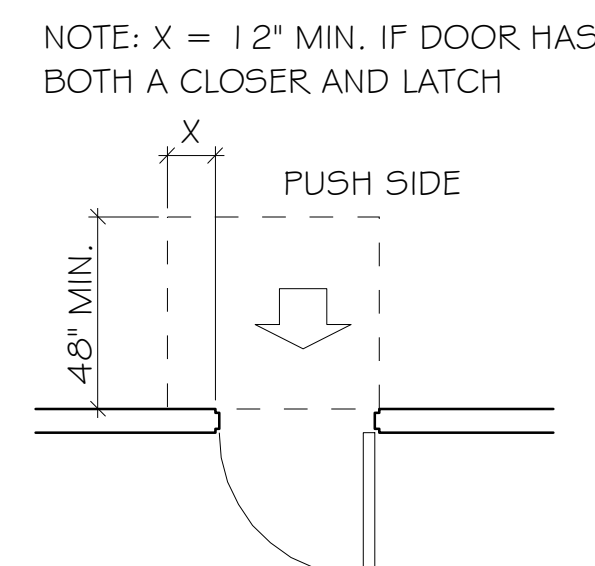


SIDE APPROACH

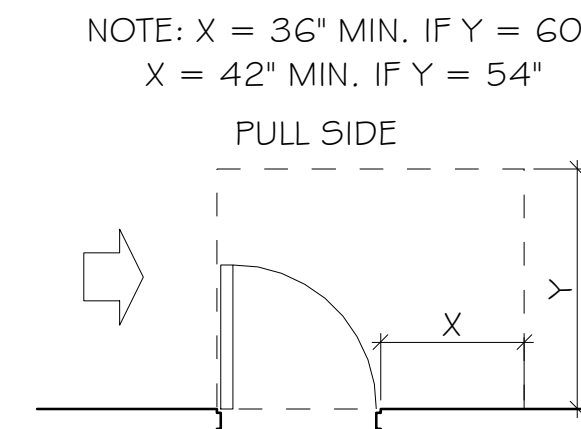
CLEARANCES AT DOORWAYS WITHOUT DOORS:
SECTION 404.2.4.2



FRONT APPROACH,
PULL SIDE - HINGED DOOR

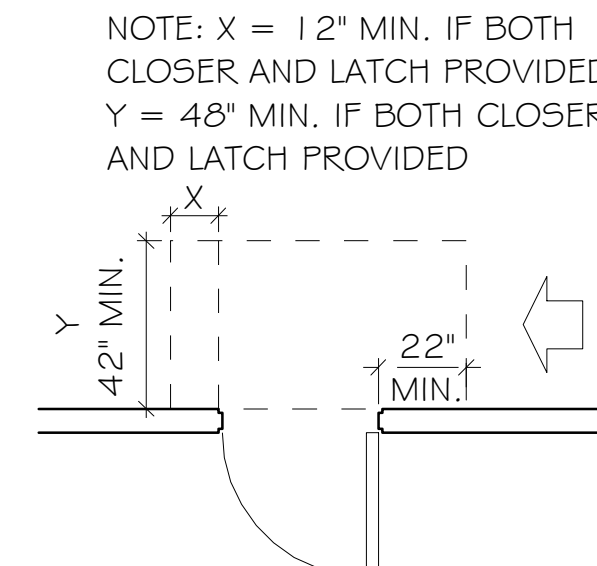


FRONT APPROACH,
PUSH SIDE - HINGED DOOR

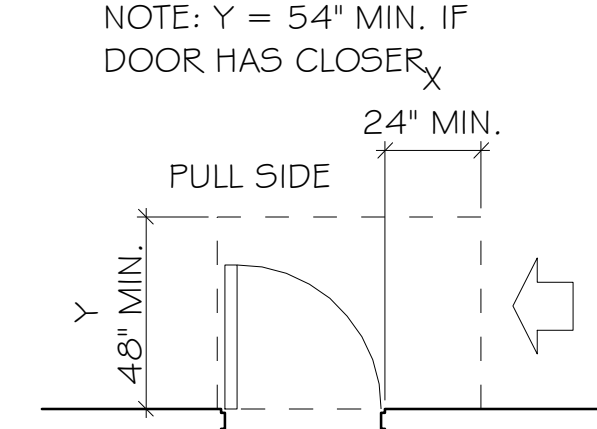


HINGE APPROACH,
PULL SIDE HINGED DOOR

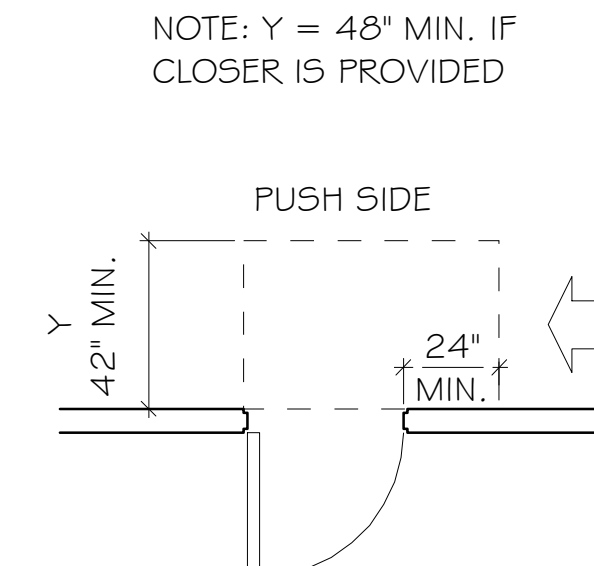
MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS: (SECTION 404.2.4.1)



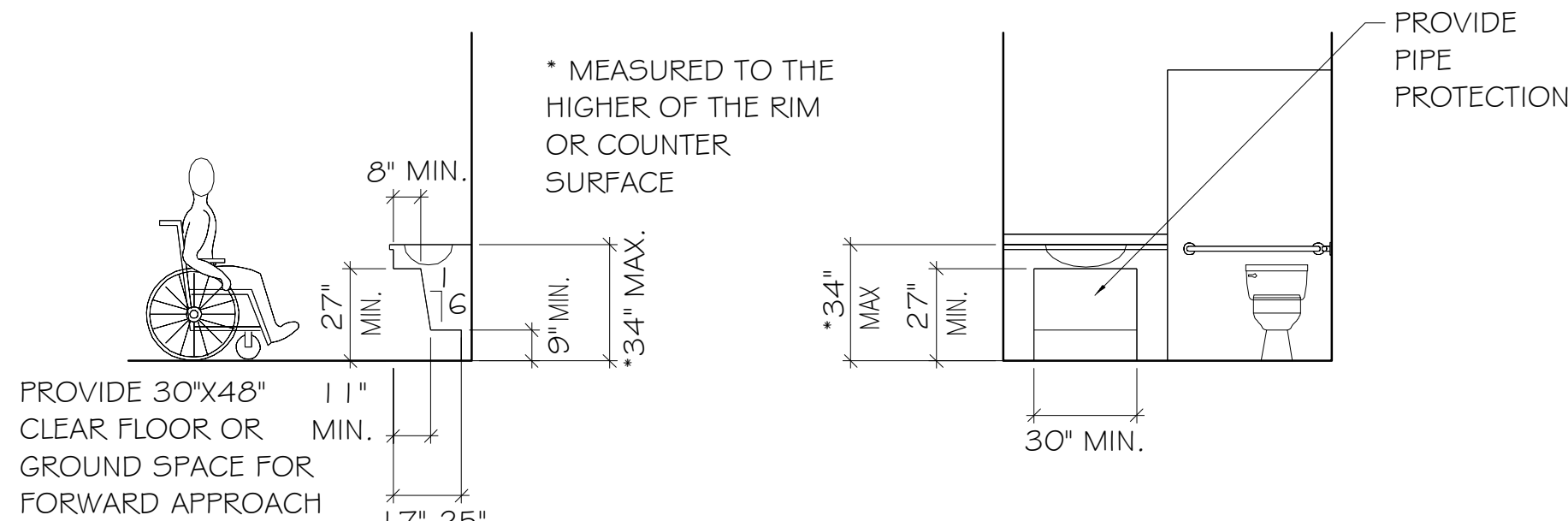
HINGE APPROACH,
PUSH SIDE HINGED DOOR



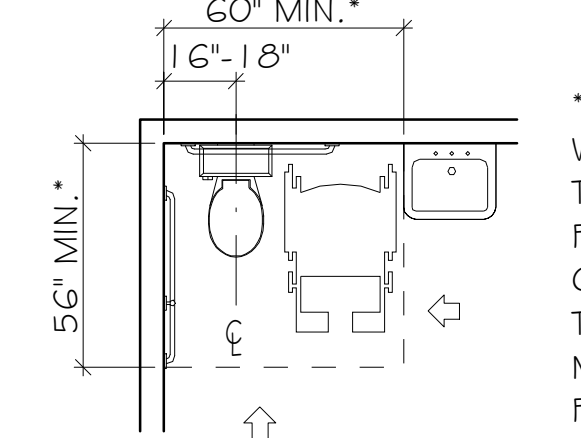
LATCH APPROACH,
PULL SIDE HINGED DOOR



LATCH APPROACH,
PUSH SIDE HINGED DOOR

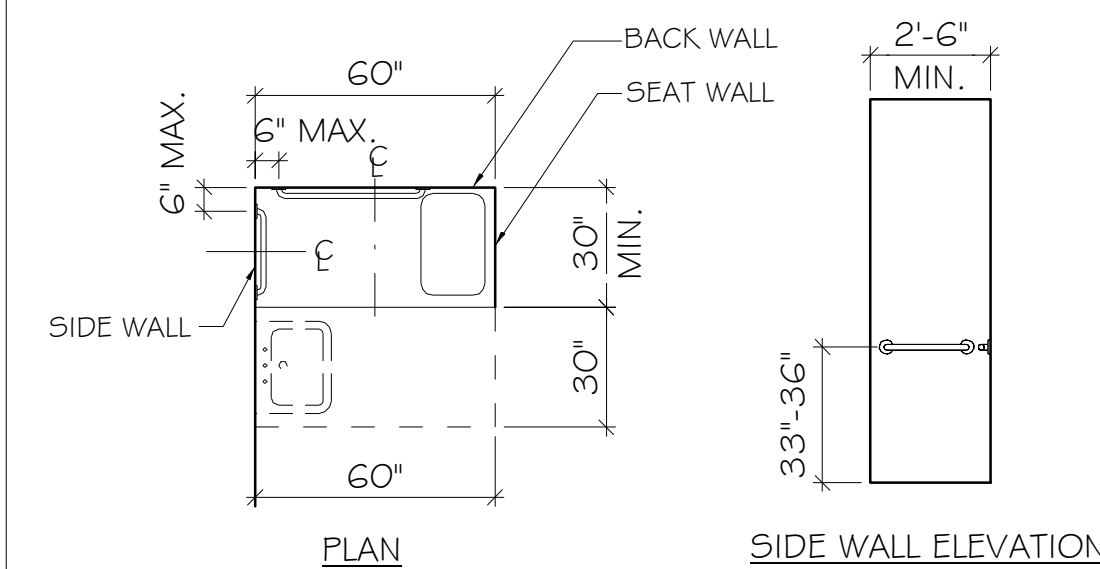


LAVATORIES AND SINKS:
(SECTION 606)



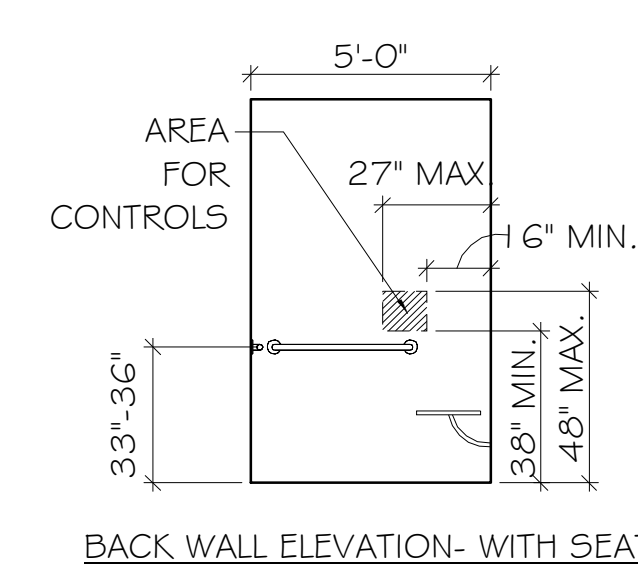
(FORWARD AND SIDE APPROACH)

WATER CLOSET CLEAR FLR SPACE:
(SECT. 604.3)



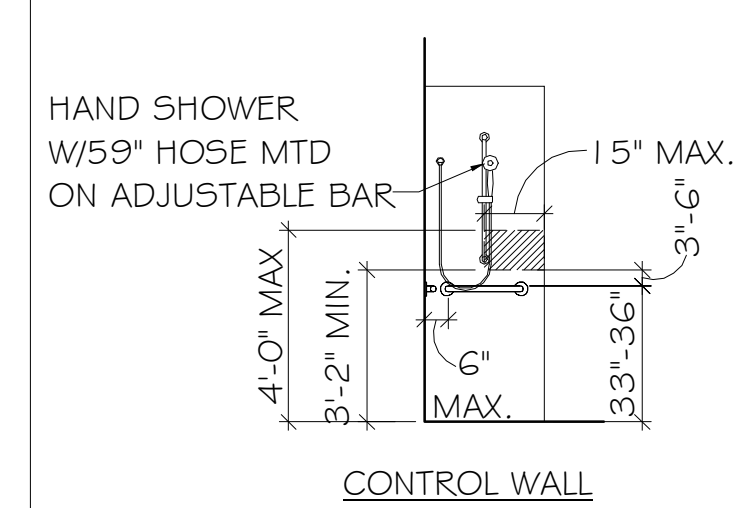
PLAN

SIDE WALL ELEVATION



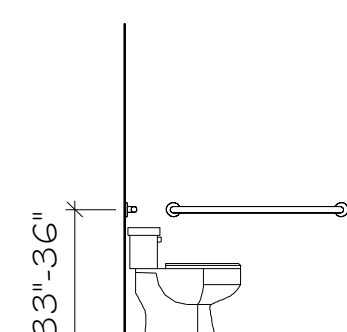
BACK WALL ELEVATION- WITH SEAT

STANDARD ROLL-IN-TYPE SHOWER: (SECT. 608.2.2)
GRAB BARS: (SECT. 608.3.2 & 609)
CONTROLS: (SECT. 608.5.2)

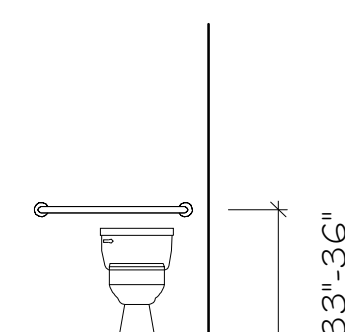


CONTROL WALL

SHOWER SPRAY UNIT:
(SECT. 608.6)



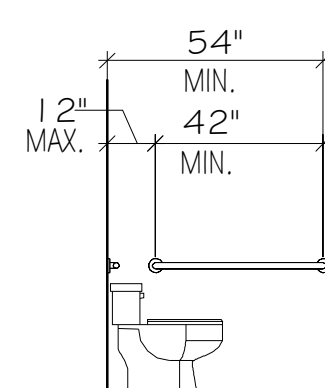
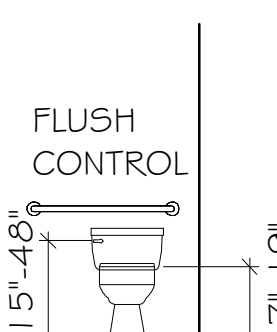
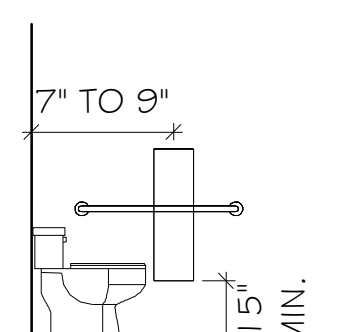
GRAB BAR HEIGHT:
(SECTION 609.4)



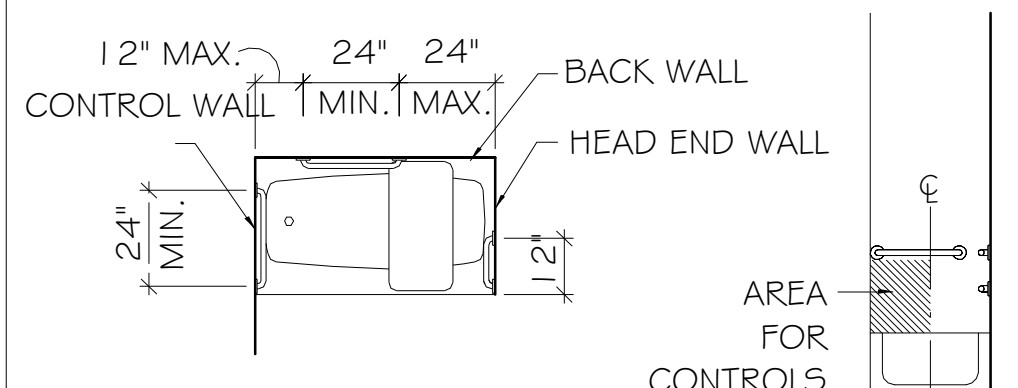
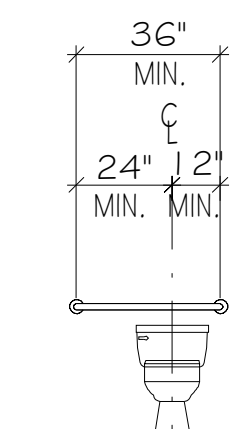
SEAT HEIGHT: (SECTION 604.4)

FLUSH CONTROLS: (SECT. 604.6)

DISPENSERS (SHOWN DASHED): (SECTION 604.7)



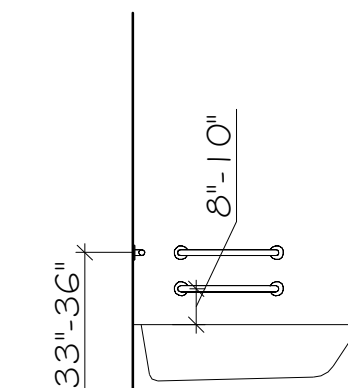
GRAB BARS WIDTH: (SECTION 604.5)



PLAN

CONTROL WALL

GRAB BARS FOR BATHTUBS W/O PERMANENT SEATS: (SECT. 607.4.2)
CONTROLS: (SECT. 607.5)



BACK WALL

GENERAL NOTES :
1. BUILDING SHALL COMPLY WITH
GEORGIA ACCESSIBILITY CODE
2. ALL CODE REFERENCES ARE BASED ON
2010 ADA STANDARDS FOR ACCESSIBILITY.



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AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.

1327 Eeventh street, Augusta, Ga 30901

PROJECT NO.:

DATE:

DRAWN BY:

CHECKED BY:

REVISION: 2-21-2023

ACCESSIBILITY DETAILS

SHEET NUMBER:

G003



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GA 30901

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DATE:

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A 100

SHEET
NUMBER:

SITE PLAN
SCALE: 1/8" = 1'-0"

1
A 100

ENLARGED SITE PLAN
SCALE: 1/4" = 1'-0"

2
A 100

SITE NOTES:

1. G.C. SHALL INCLUDE ALLOWANCE OF \$2,000 FOR LANDSCAPING EXCLUDING SOD.
2. G.C. TO INCLUDE A QUOTE FOR ALL SURVEY AND STAKING.
3. G.C. TO INCLUDE 10 LOADS OF BACKFILL IN QUOTE.
4. EXPOSED PORTION OF FOUNDATION WALL TO BE 24". G.C. TO ADD FILL DIRT / GRADE AS NEEDED AT STEPS TO MAINTAIN 21" FROM FINISHED FLOOR TO GRADE.





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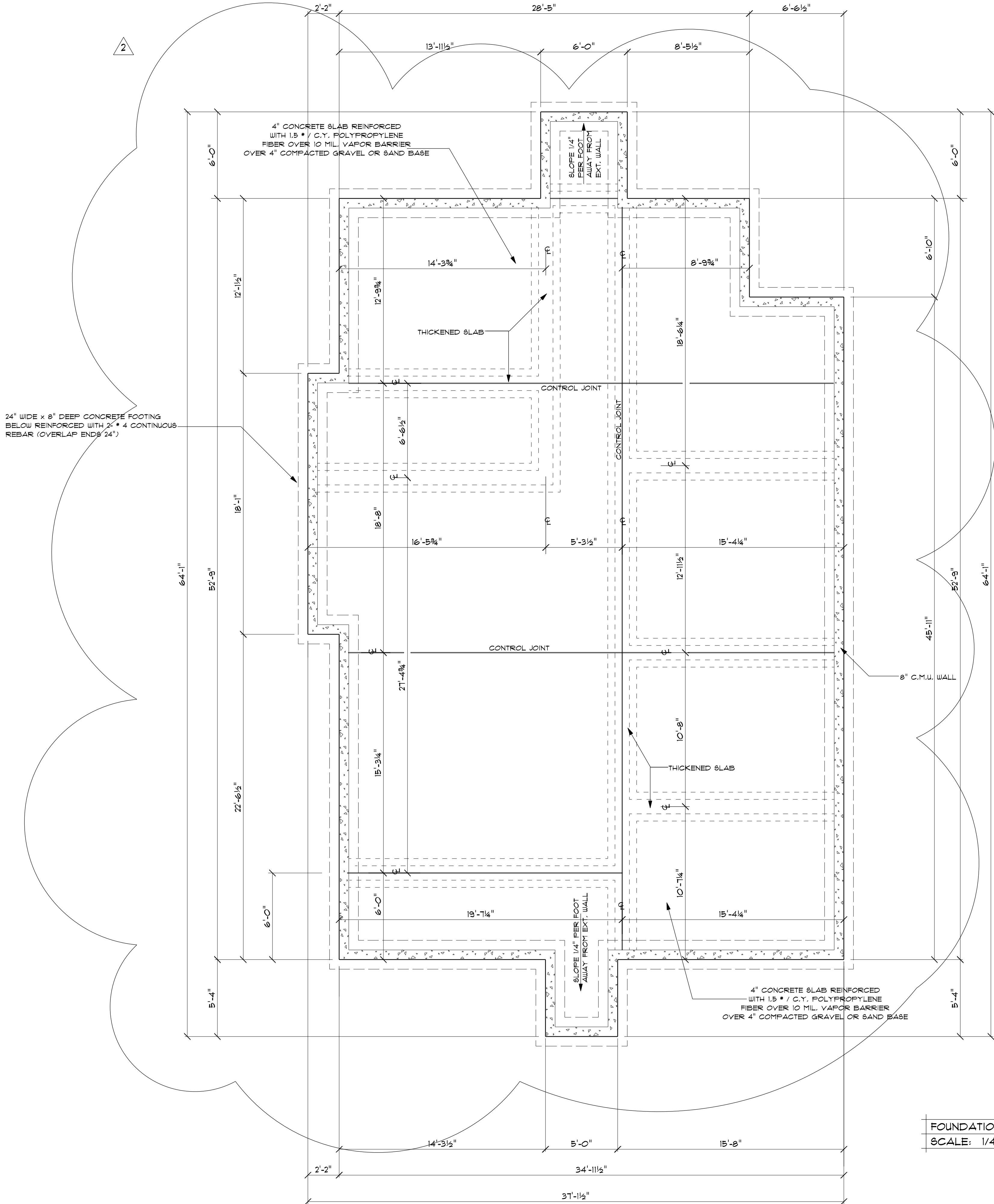
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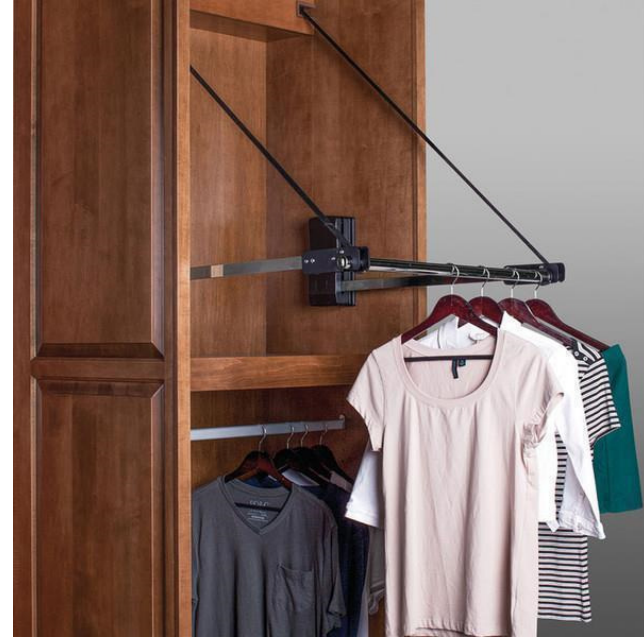
A 101



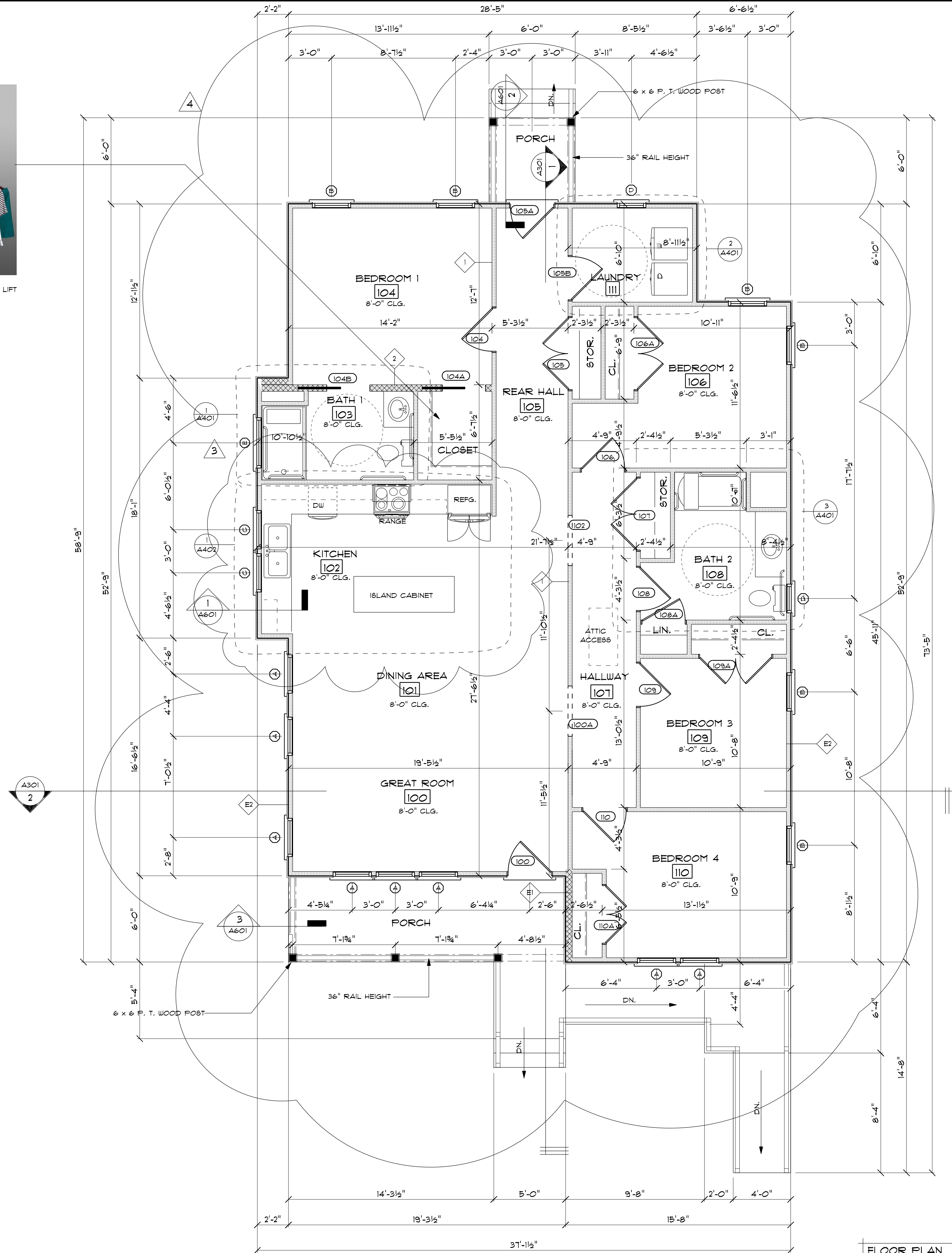
FOUNDATION NOTES

- ALL FILL TO BE CLEAN AND FREE FROM ORGANIC DEBRIS.
- OUTSIDE FACE OF SLAB / C.M.U. BLOCK TO BE IN LINE / EVEN WITH THE OUTSIDE FACE OF THE EXTERIOR STUD WALL ABOVE.
- GRADE SOIL AWAY FROM FOUNDATION TO ENSURE POSITIVE WATER DRAINAGE.

FOUNDATION	1
SCALE: 1/4" = 1'-0"	A 101



HAFELE ELECTRIC MOTORIZED WARDROBE LIFT
(OR APPROVED EQUAL)



FLOOR PLAN	1
SCALE: 1/4" = 1'-0"	A 102



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A 102

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NUMBER:



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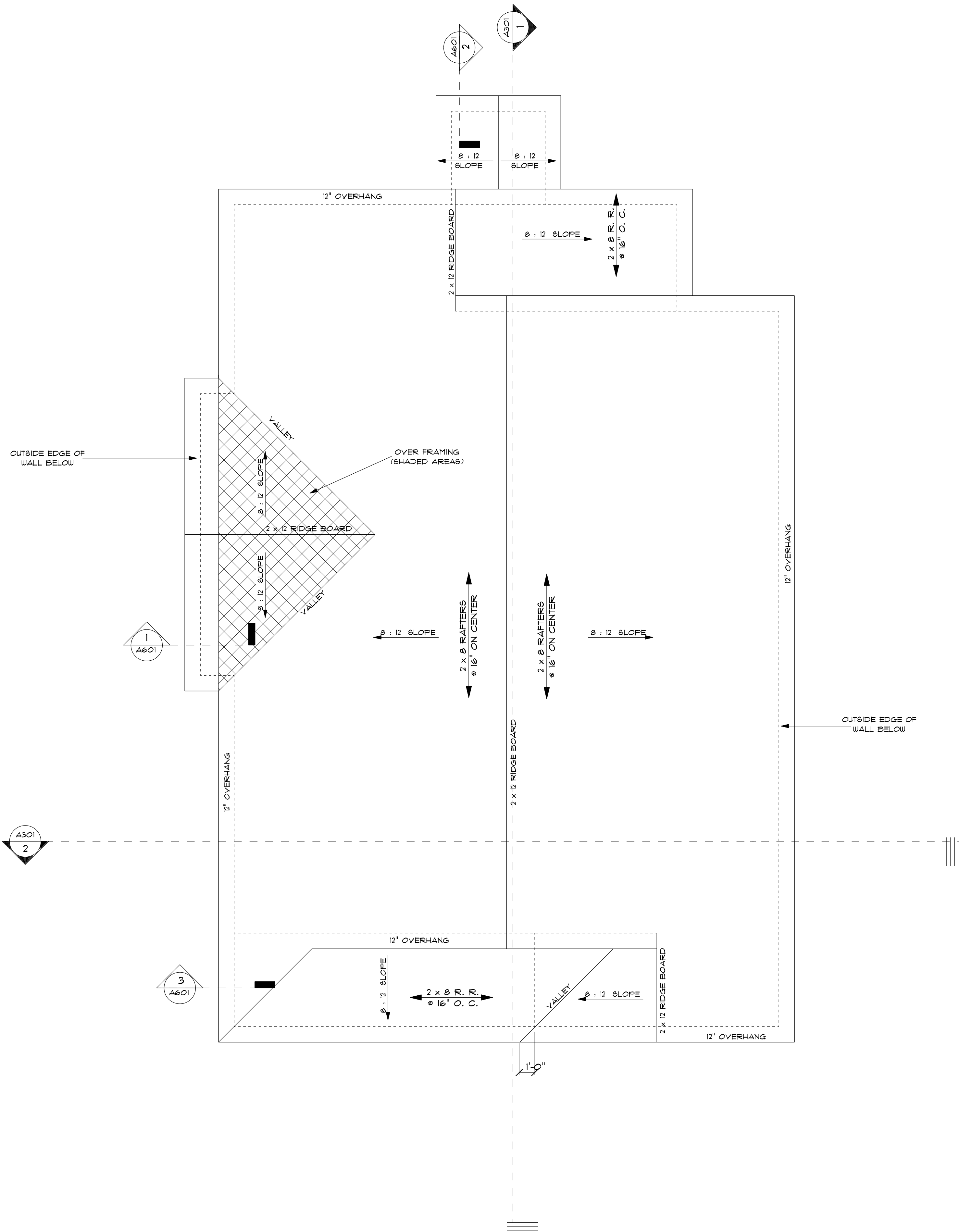
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REVISION: 2-21-2023

A 103

SHEET
NUMBER:



ROOF PLAN	1
SCALE: 1/4" = 1'-0"	A 103



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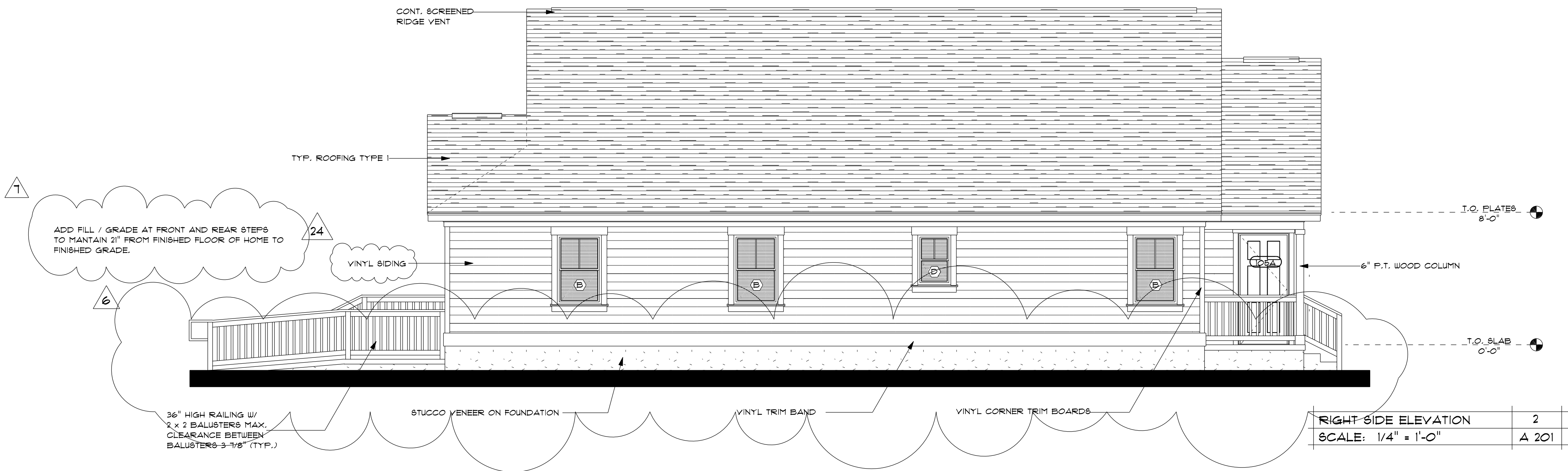
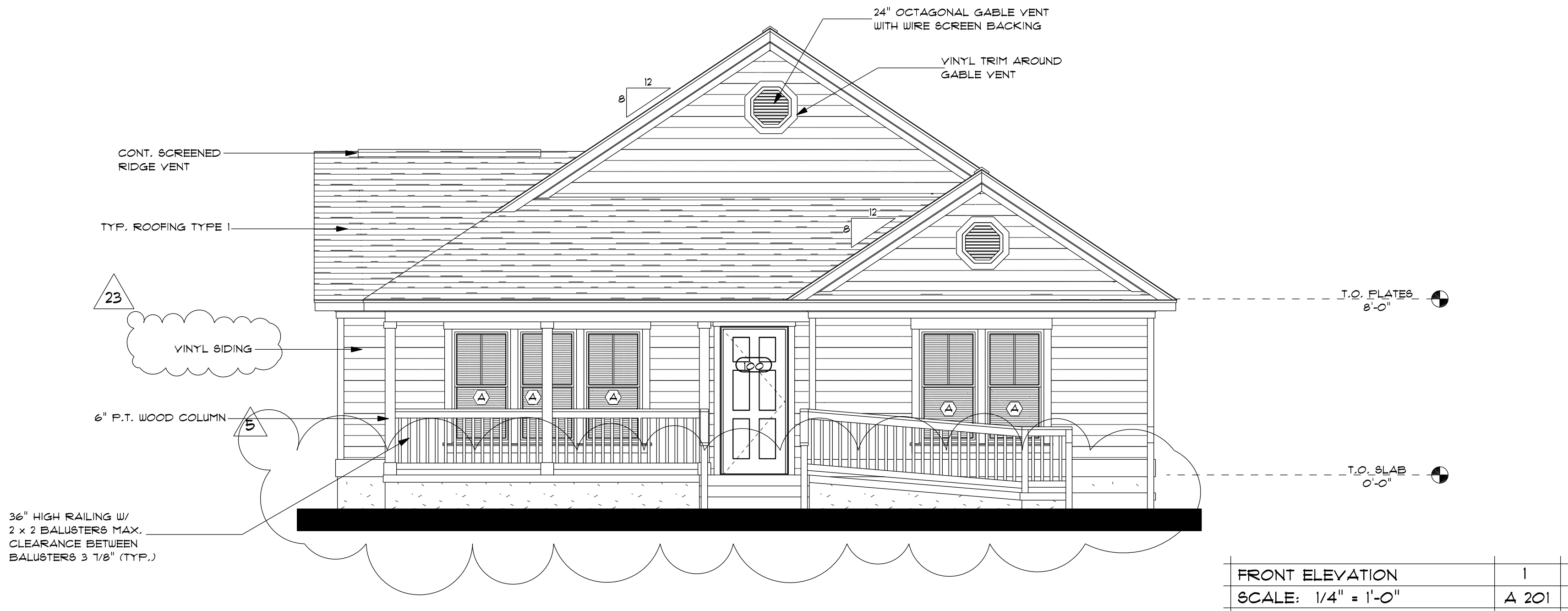
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EXTERIOR MATERIAL LEGEND	
NOTE: CORNER BOARD TRIM, FASCIA, FRAMES AND TRIMS TO BE PAINTED TO MATCH ADJACENT SIDING. ARCHITECT TO PROVIDE COLORS.	
SYMBOL	DESCRIPTION
	STUCCO VENEER LIGHT TEXTURE COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 1 VINYL SIDING (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 2 BOARD AND BATTEN STYLE VINYL (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. ROOFING TYPE 1 ARCHITECTURAL ASPHALT ROOFING COLOR AND TYPE TO BE SELECTED BY ARCHITECT





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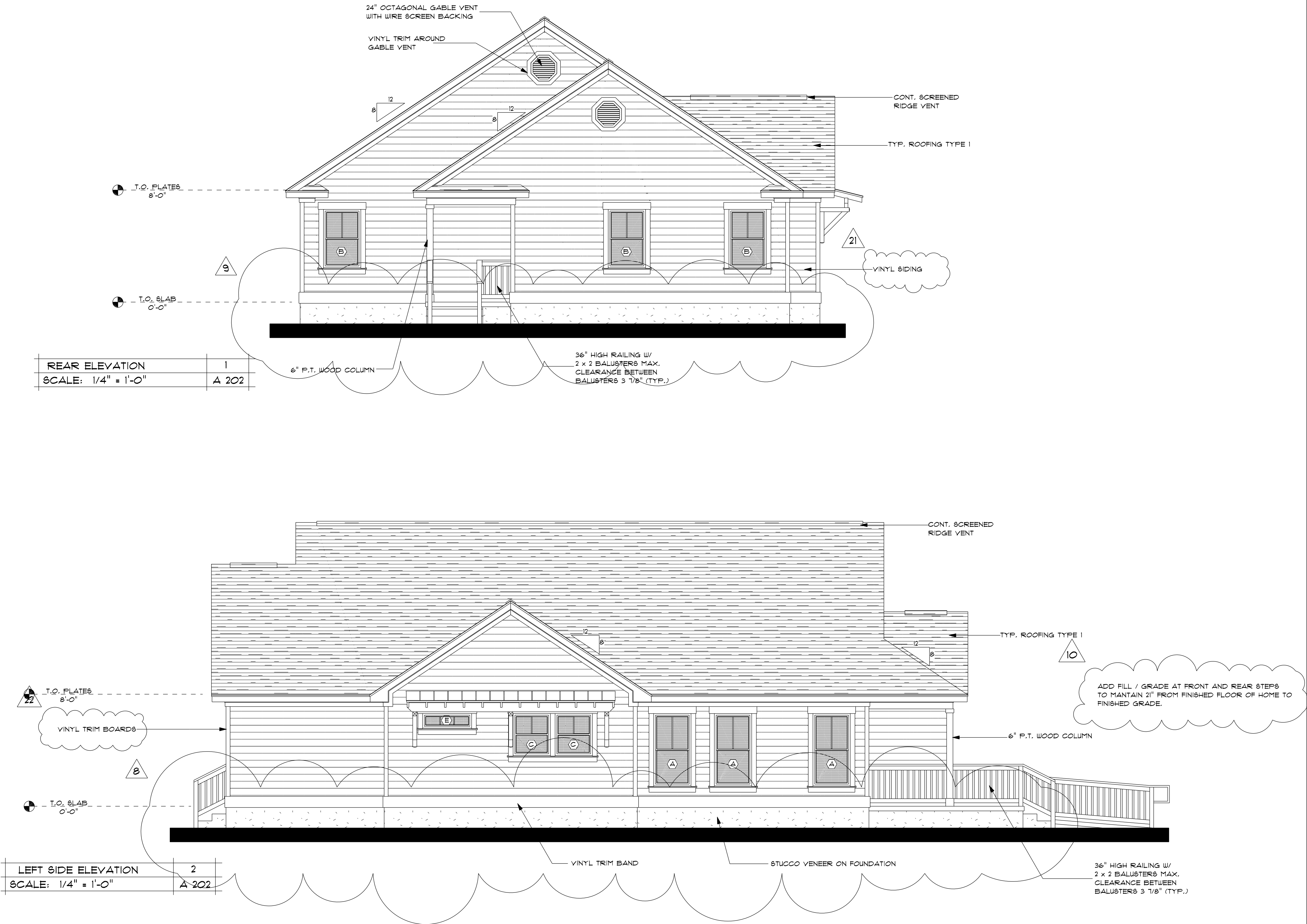
SHEET
NUMBER:

A 202

EXTERIOR MATERIAL LEGEND

NOTE: CORNER BOARD TRIM, FASCIAS, FRAMES AND TRIMS TO BE PAINTED TO MATCH ADJACENT SIDING. ARCHITECT TO PROVIDE COLORS.

SYMBOL	DESCRIPTION
	STUCCO VENEER LIGHT TEXTURE COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 1 VINYL SIDING (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. SIDING TYPE 2 BOARD AND BATTEN STYLE VINYL (MIN. 0.044" THICK) COLOR - AS SELECTED BY OWNER
	TYP. ROOFING TYPE 1 ARCHITECTURAL ASPHALT ROOFING COLOR AND TYPE TO BE SELECTED BY ARCHITECT

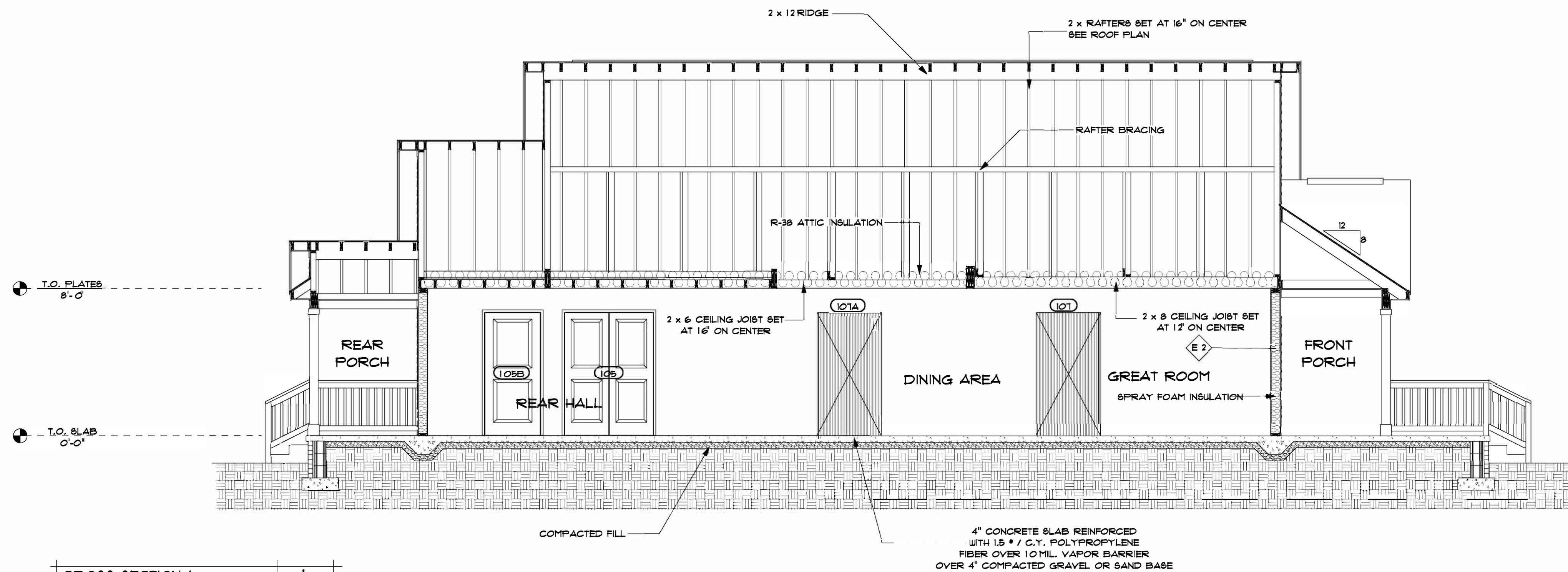




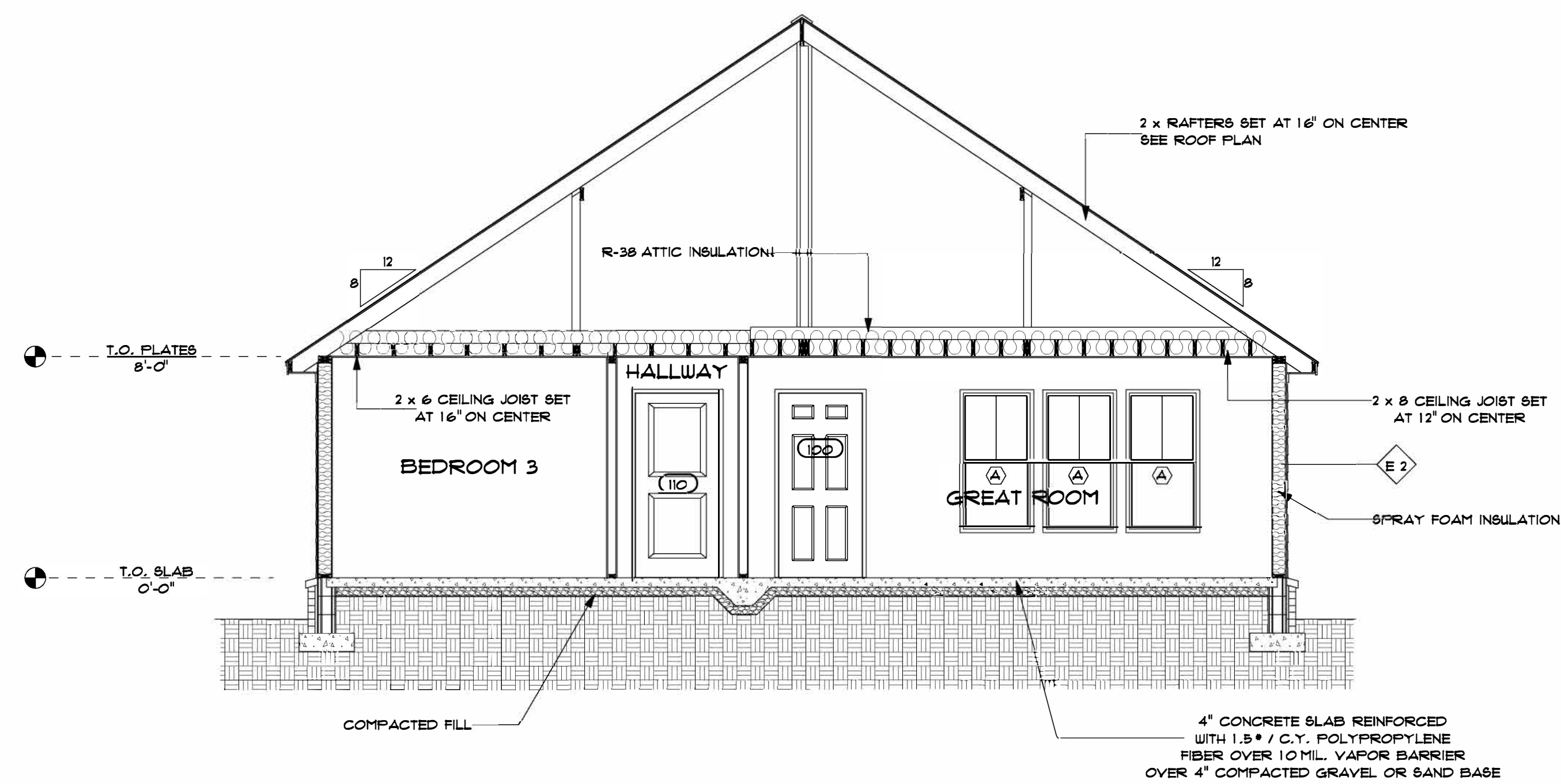
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CROSS SECTION 1	1
SCALE: 1/4" = 1'-0"	A 301



CROSS SECTION 2	2
SCALE: 1/4" = 1'-0"	A 301

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A 401

SHEET
NUMBER:

GE 4.8 CU. FT. CAPACITY SMART FRONT
LOAD ENERGY STAR WASHER WITH ULTRAFRESH
VENT SYSTEM WITH ODORBLOCK AND SANITIZE W/OXI
MODEL #: GFWE5088NWW
(OR APPROVED EQUAL)

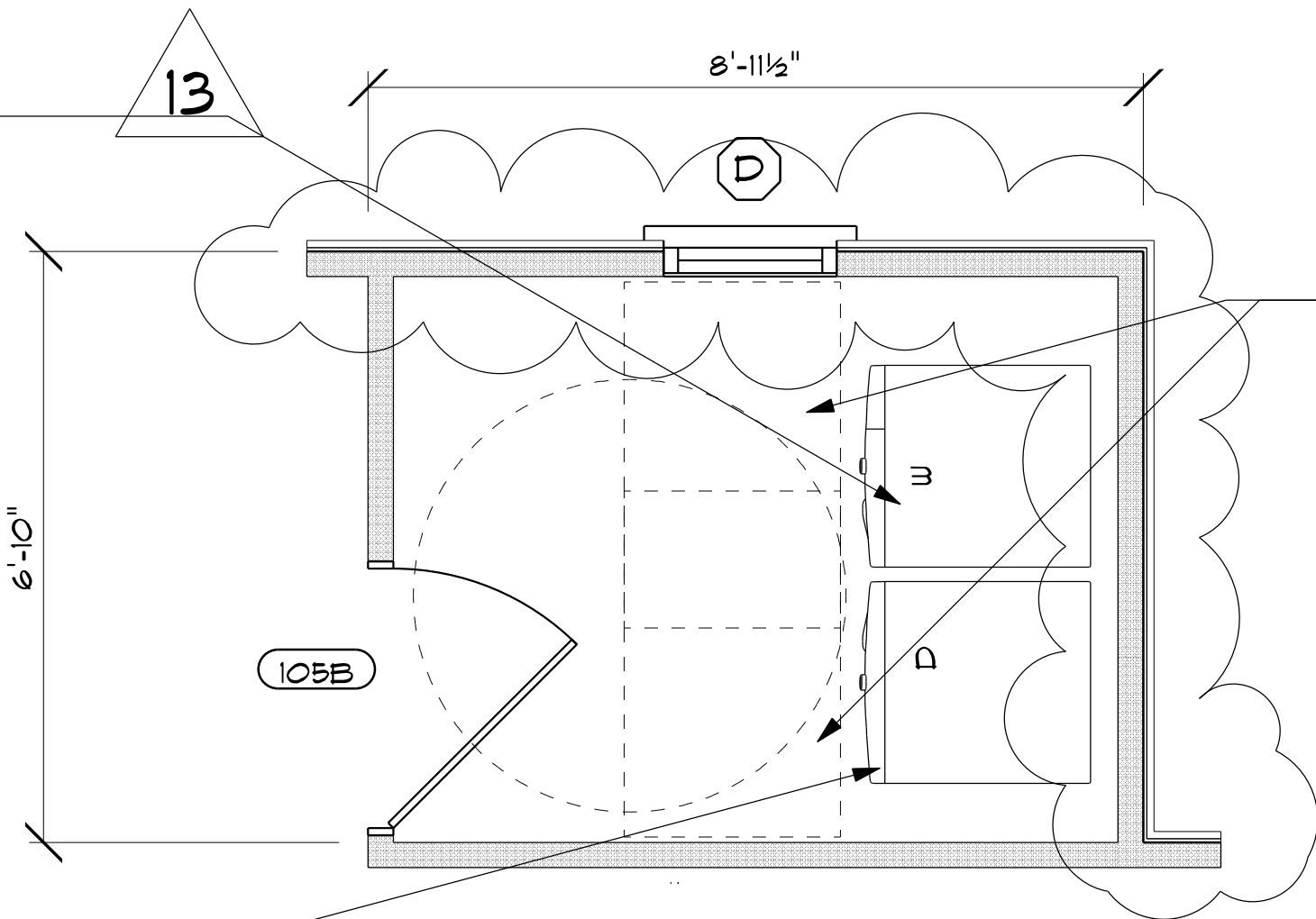


GE 7.8 CU. FT. CAPACITY SMART FRONT
LOAD ELECTRIC DRYER WITH SANITIZE CYCLE
MODEL #: GFD55E88NWW
(OR APPROVED EQUAL)

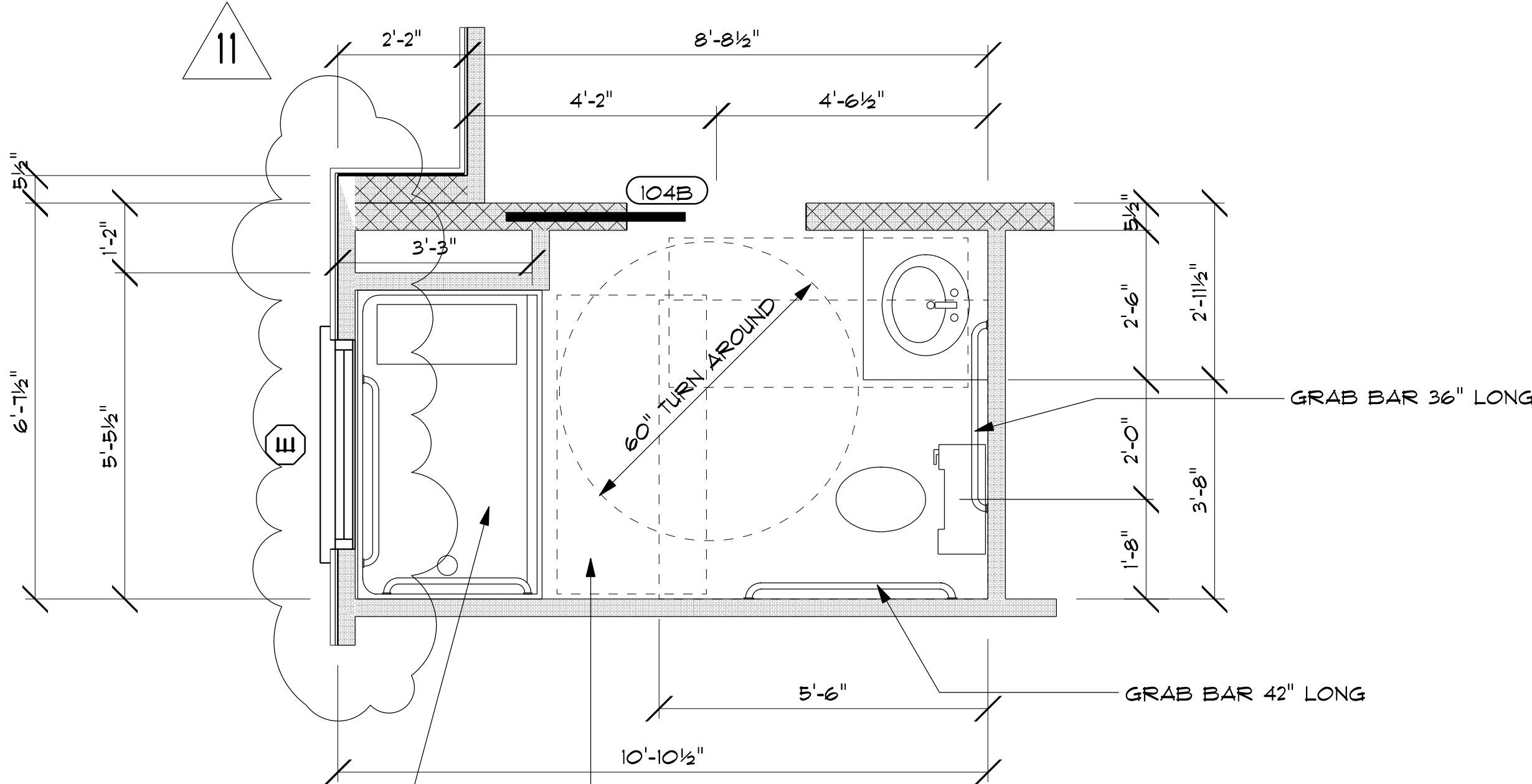


2 LAUNDRY III PLAN
A 401 SCALE: 1/2" = 1'-0"

30" D X 48" L MIN.
CLEAR SPACE REQ'D AT APPLIANCES
CLEAR SPACE CENTERED ON EACH APPLIANCE

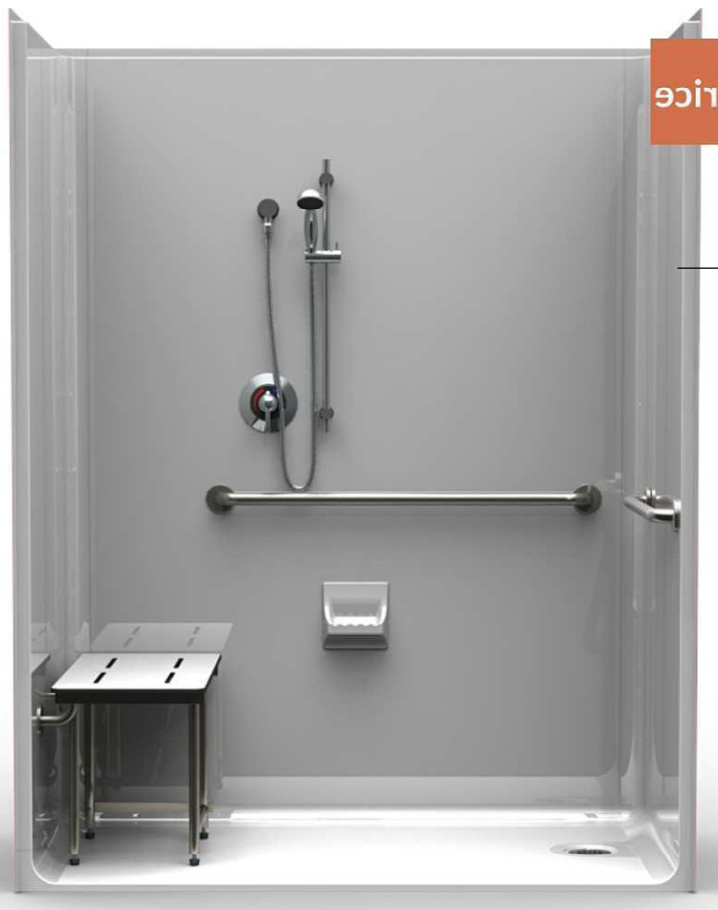


ADA TUB/SOWER-FOUR PIECE 60X30
SUBWAY TILE LOOK
MODEL: 4BT66030A11.V2 L/R
(OR APPROVED EQUAL)



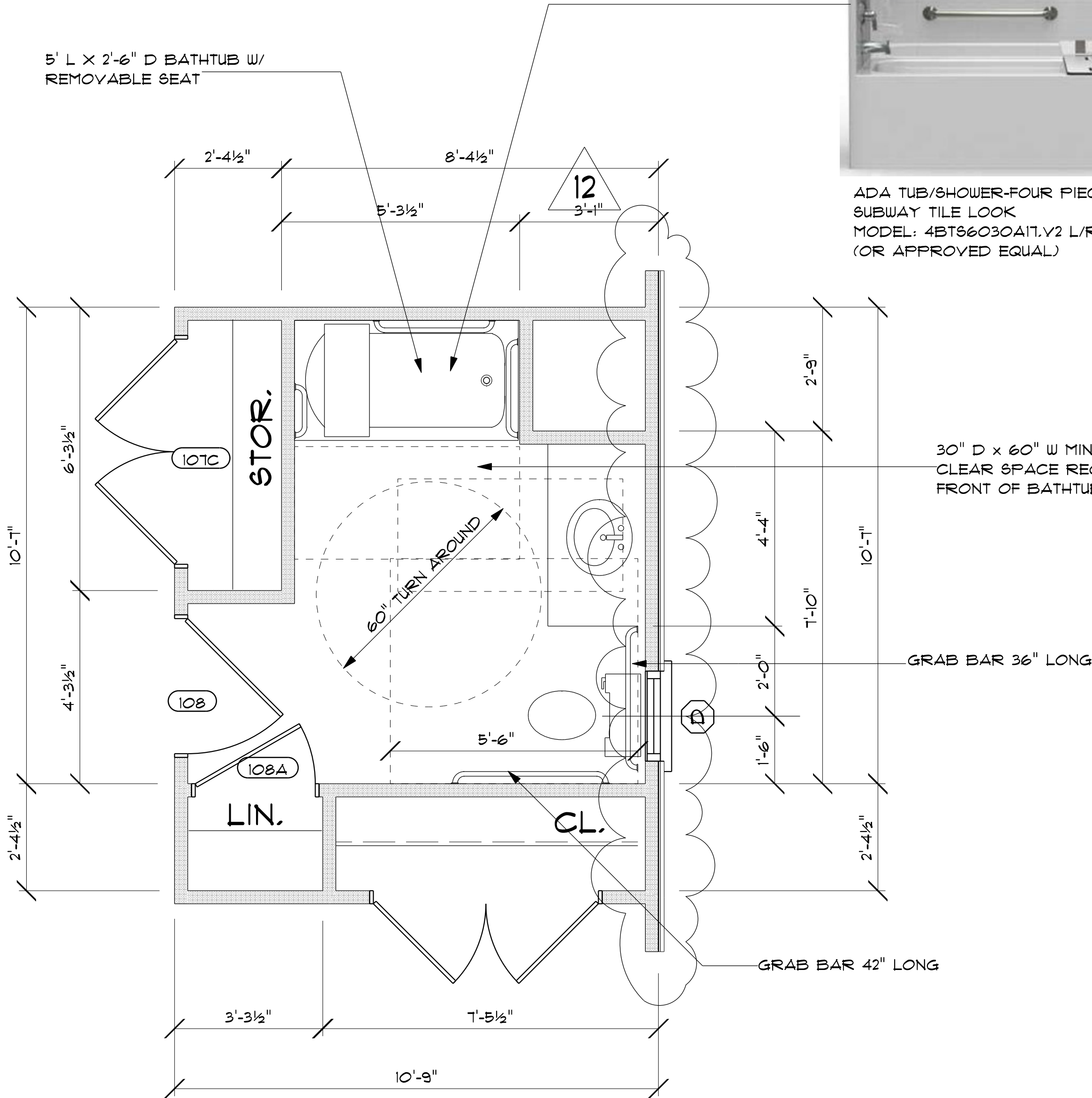
1 BATH 103 PLAN
A 401 SCALE: 1/2" = 1'-0"

30" D X 60" W MIN.
CLEAR SPACE REQ'D AT STANDARD
ROLL-IN SHOWER



ADA ROLL-IN SHOWER-FOUR PIECE
63X31 - 6 SMOOTH WALL LOOK
MODEL: 4L866331E1B
(OR APPROVED EQUAL)

*604.3.2 EXCEPTION: A LAVATORY COMPLYING
WITH 606 SHALL BE PERMITTED ON THE REAR
WALL OF WATER CLOSET
18" MIN. FROM WATER CLOSET CENTERLINE
WHERE CLEARANCE AT WATER CLOSET IS 66"
MIN. PERPENDICULAR FROM THE REAR WALL



3 BATH 108 PLAN
A 401 SCALE: 1/2" = 1'-0"

30" D X 60" W MIN.
CLEAR SPACE REQ'D IN
FRONT OF BATHTUB

GRAB BAR 36" LONG

GRAB BAR 42" LONG



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AUGUSTA ADA HOUSING

CITY OF AUGUSTA HOUSING & DEV.
1216 Branch Street, Augusta,
GA 30901

PROJECT NO.:

DATE:

DRAWN BY:

CHECKED BY:

REVISION: 2-21-2023

A 402

SHEET
NUMBER:



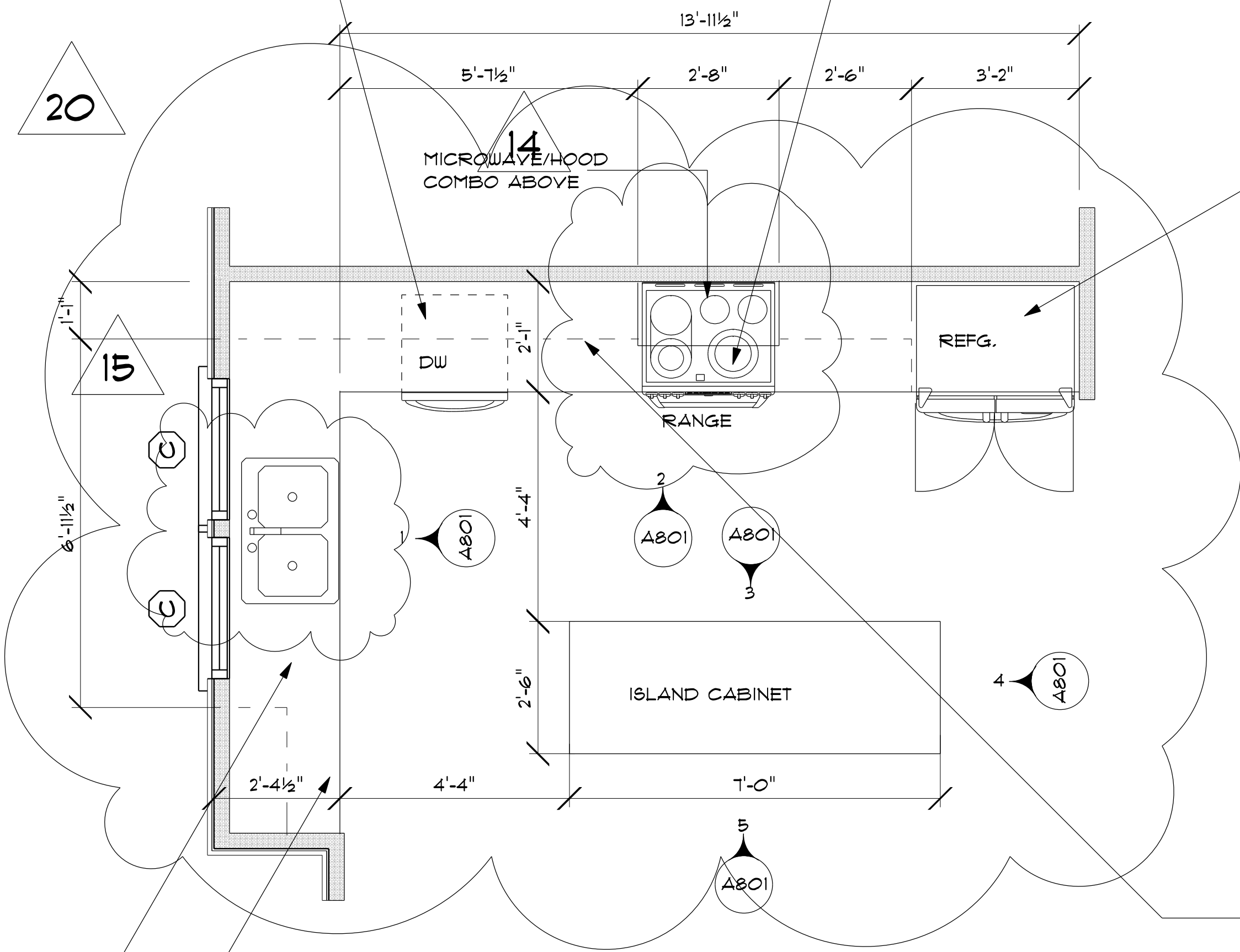
GE ADA COMPLIANT STAINLESS STEEL
INTERIOR DISHWASHER WITH SANITIZE CYCLE
MODEL #: GDT2286L66
(OR APPROVED EQUAL)



GE 30-in Smooth Surface 4 Elements 5-cu ft
Self-Cleaning Freestanding Electric Range (Stainless Steel)
Model #JB4806T66
(OR APPROVED EQUAL)



GE ENERGY STAR 17.5 CU. FT.
COUNTER-DEPTH FRENCH-DOOR
REFRIGERATOR
MODEL #: GYE18JYLF6
(OR APPROVED EQUAL)



FORMICA COUNTERTOP



REV. A. SHELF WALL CABINET PULL-DOWN SHELVING SYSTEM
(OR APPROVED EQUAL)



REV-A-SHELF TWO-TIER POTS, PANS AND LIDS ORGANIZER
FOR KITCHEN CABINET (OR APPROVED EQUAL)

KITCHEN 102 PLAN	1
SCALE: 1/2" = 1'-0"	A 402



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REVISION: 2-21-2023

E 101

SHEET
NUMBER:

ELECTRICAL SYSTEMS LEGEND	
SYMBOL	DESCRIPTION
MUD RM. 105	ROOM OR AREA NUMBER
	CEILING FAN WITH LIGHT
	RECESSED CAN LIGHT
	CHANDELIER LIGHT
	COMBO C.O. & SMOKE DETECTOR
	EXHAUST FAN
	CLG. MTD. LIGHT FIXTURE
	STANDARD DUPLEX RECEPTACLE
	220 OUTLET
	GROUND FAULT INTERRUPTER
	SMOKE DETECTOR
	SWITCH
	THREE LIGHT FIXTURE
	ELECTRICAL PANEL
	FLOOD LIGHT

ELECTRICAL NOTES

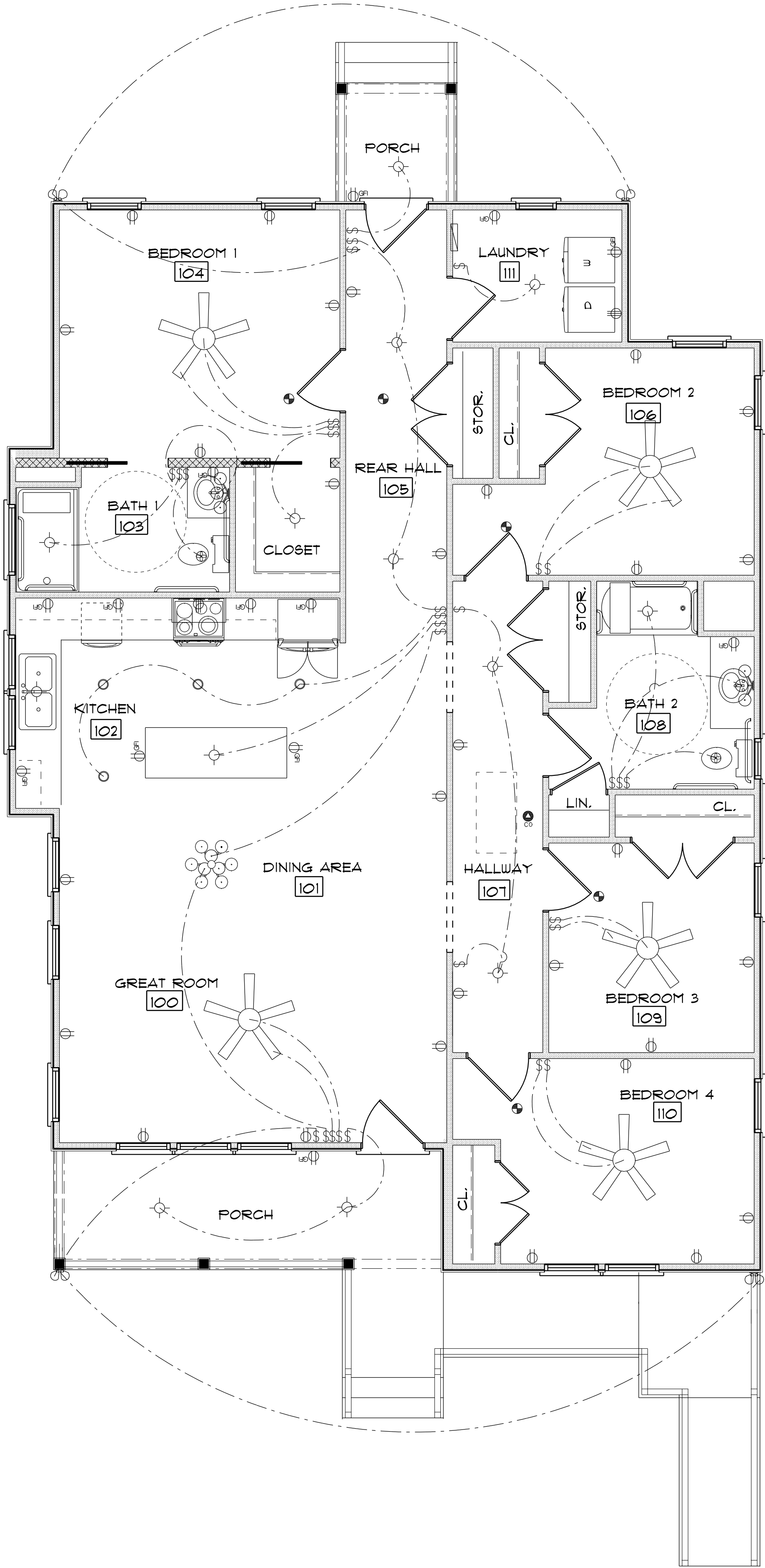
- ALL OUTLETS INSTALLED TO SERVE KITCHEN COUNTER TOP SHALL BE GFI PROTECTED PER NEC.
- INSTALL SMOKE DETECTORS PER NFPA 72 AND IRC.
- MAINTAIN CONTINUOUS GROUND ON ALL RECEPTACLES
- CEILING PENETRATIONS SHALL MEET THE REQUIREMENTS OF NEC, AND IBC.
- GROUND ELECTRICAL SERVICE PER NEC250-66 AND AS APPROVED BY LOCAL AHJ.
- MAINTAIN 3FT. MINIMUM CLEARANCE IN FRONT OF ELECTRICAL EQUIPMENT PER NEC, 110.26(A)
- CONSULT LOCAL UTILITY AND BUILDING AUTHORITY FOR APPROVAL PRIOR TO PURCHASE AND INSTALLATION OF ELECTRICAL EQUIPMENT.

HVAC NOTES

- FURNACE NOT LOCATED IN CONDITIONED ARE TO BE AS CENTRALLY LOCATED AS POSSIBLE, IN ACCORDANCE WITH ALL APPLICABLE CODES.
- GC & HVAC CONTRACTORS RESERVE THE RIGHT TO LOCATE SUPPLY VENTS OR LINES.
- RETURN AIR REGISTERS TO BE AS CLOSE TO AIR HANDLER UNIT & AS CENTRALLY LOCATED AS POSSIBLE.
- OUTSIDE COMPRESSOR UNIT TO BE LOCATED AS CLOSE TO INTERIOR AIR HANDLER AS POSSIBLE.
- OUTSIDE COMPRESSOR UNIT TO BE LOCATED 10'-0" AWAY MIN. FROM DRYER VENT.
- INTERIOR AIR HANDLER TO BE INSTALLED IN ATTIC SPACE.
- PROVIDE A 3 TON HEAT PUMP SPLIT SYSTEM WITH SUPPLY GRILL @ ROOMS.
GC & HVAC CONTRACTOR RESERVE THE RIGHT TO DETERMINE HVAC UNIT AND HEAT PUMP REQUIREMENTS.

PLUMBING NOTES

- ALL FAUCETS TO HAVE BLADE HANDLES MEETING ADA REQUIREMENTS.



ELECTRICAL PLAN	1
SCALE: 1/4" = 1'-0"	E 101



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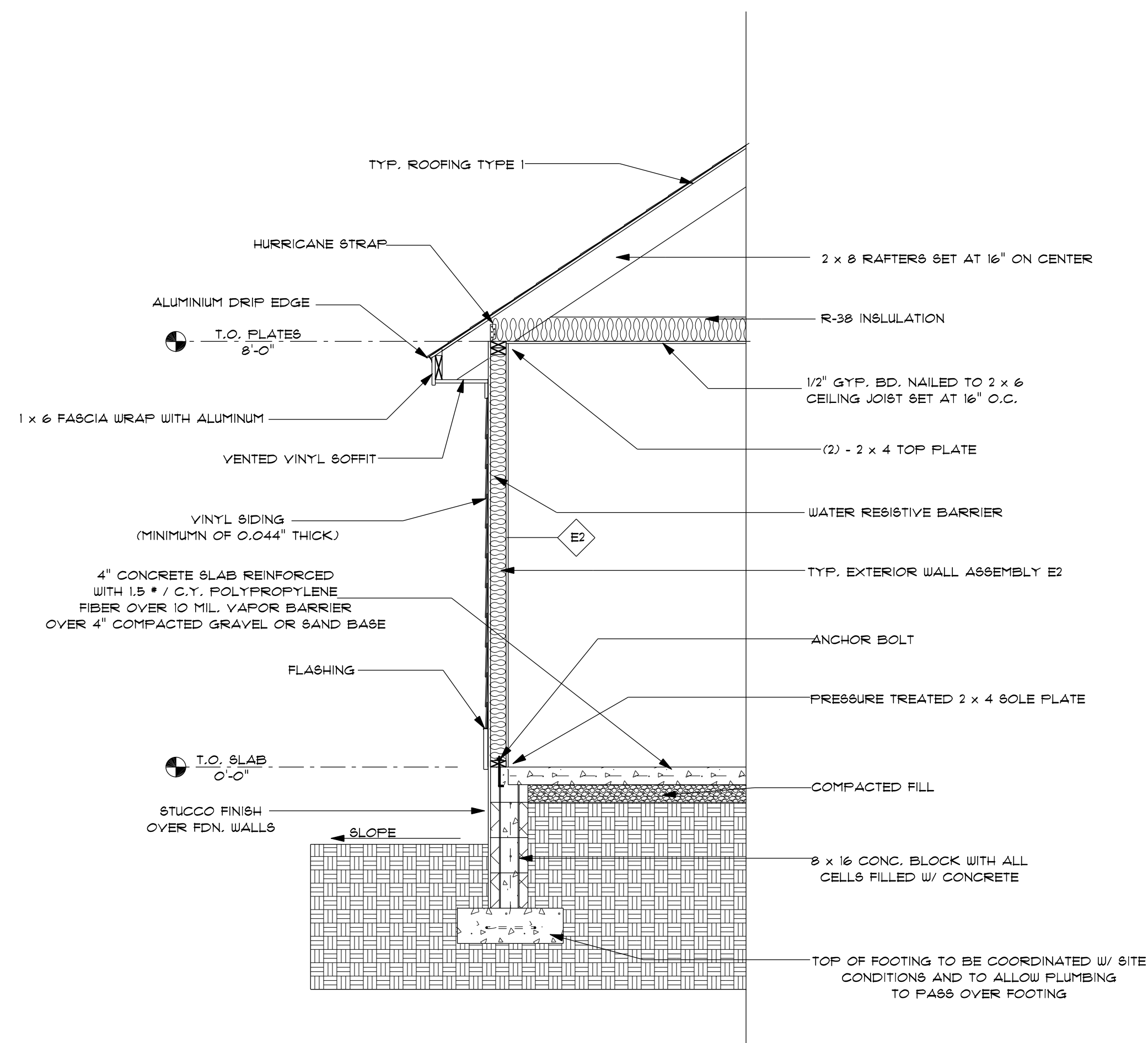
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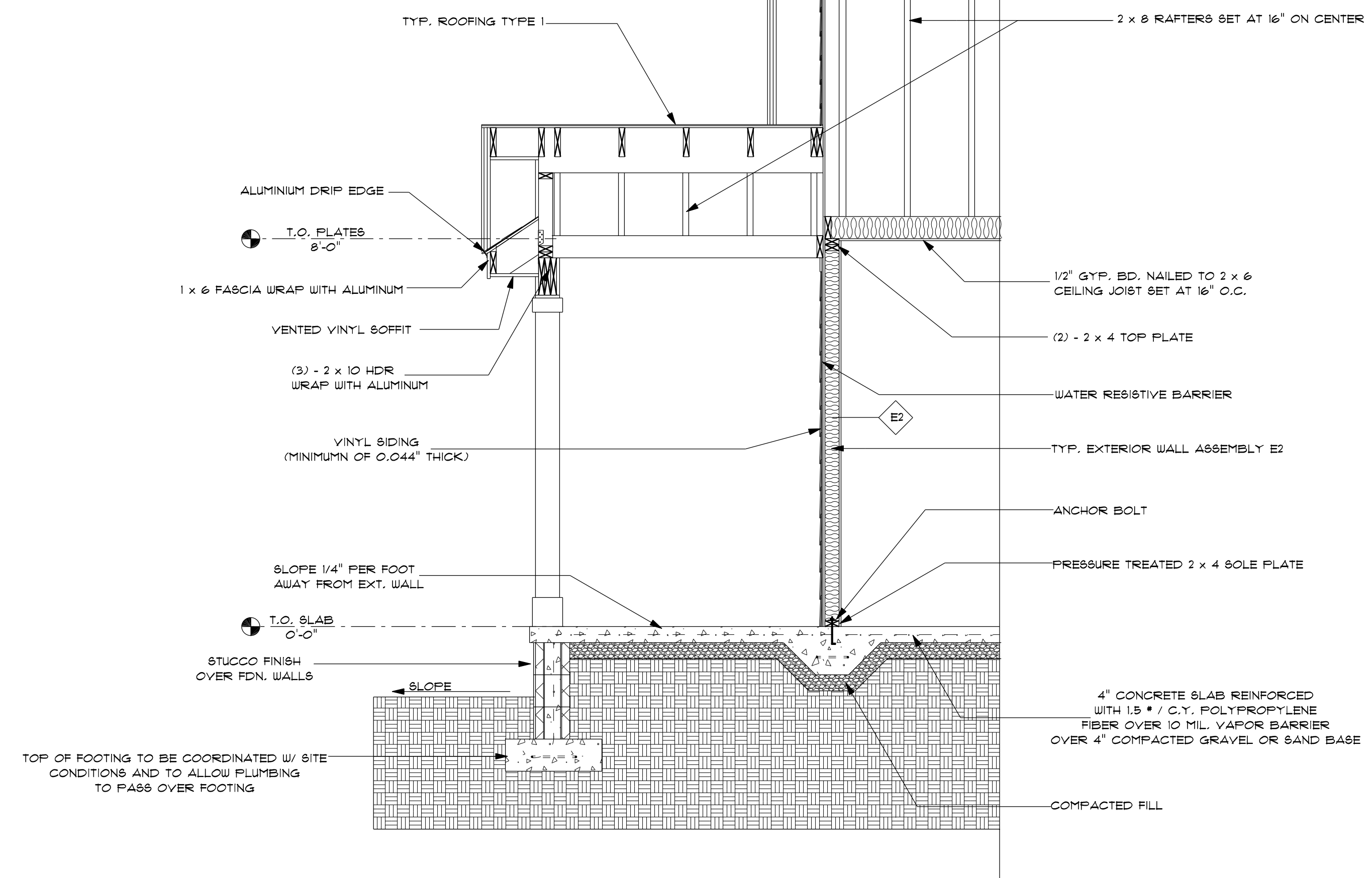
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REVISION: 2-21-2023



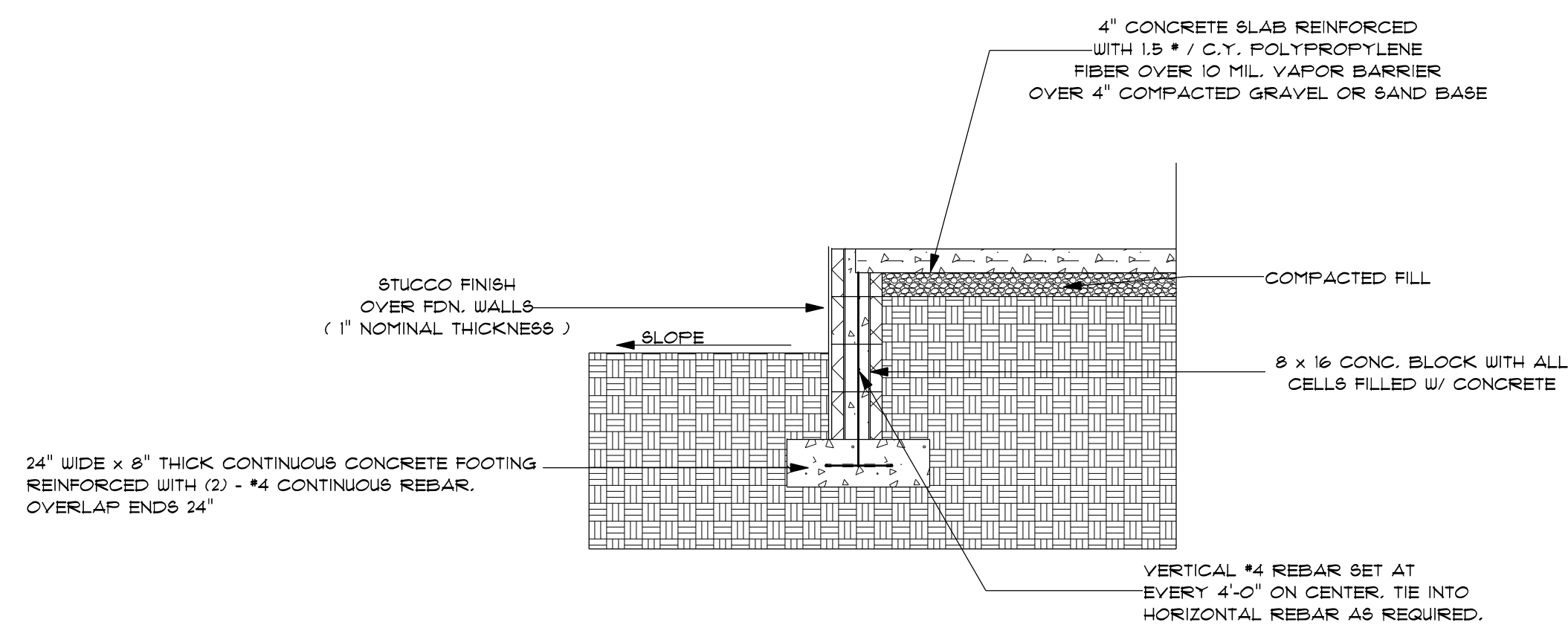
WALL SECTION 1
SCALE: 1/2" = 1'-0"

1
A 601



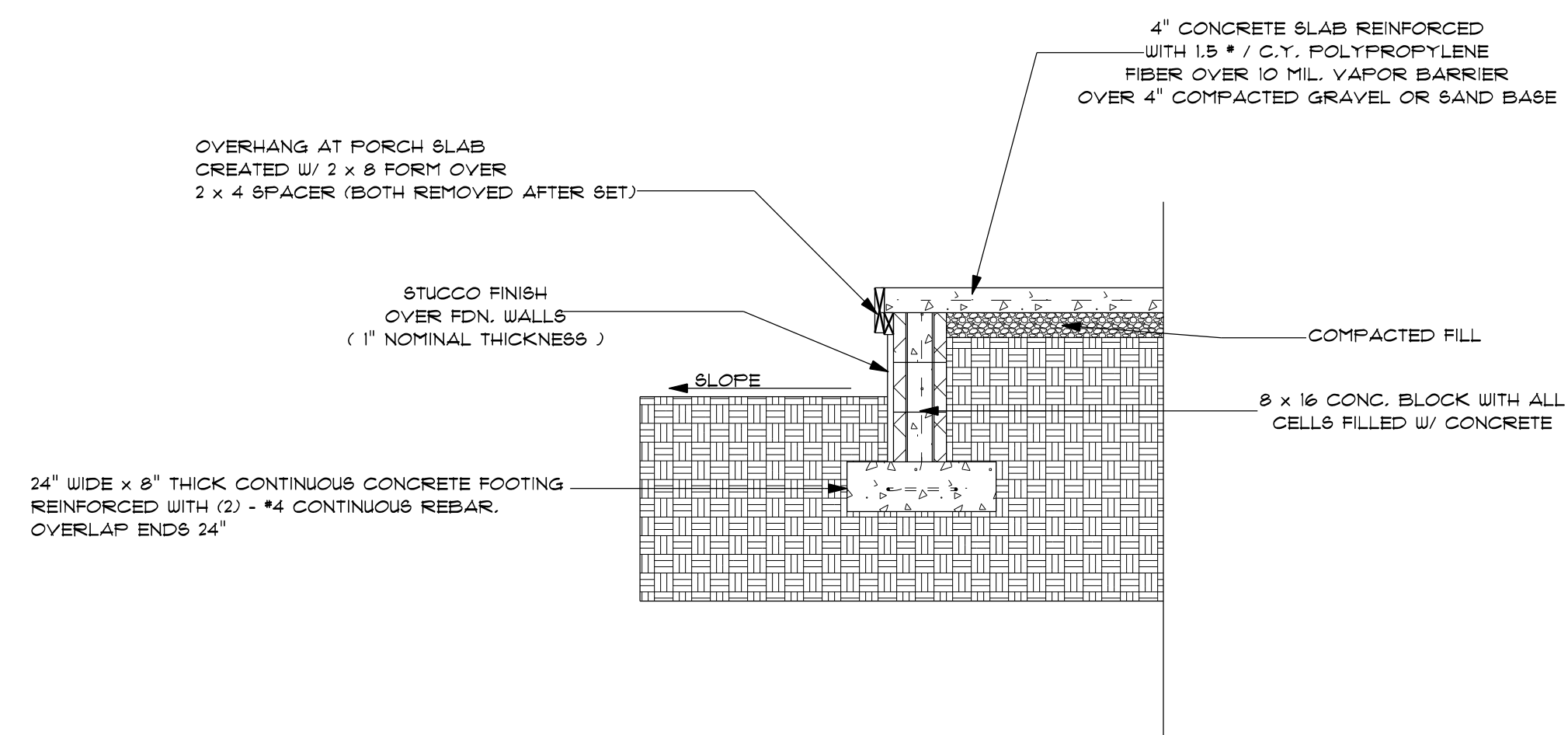
WALL SECTION 2
SCALE: 1/2" = 1'-0"

2
A 601



PORCH SLAB EDGE AT STEM WALL
SCALE: 1/2" = 1'-0"

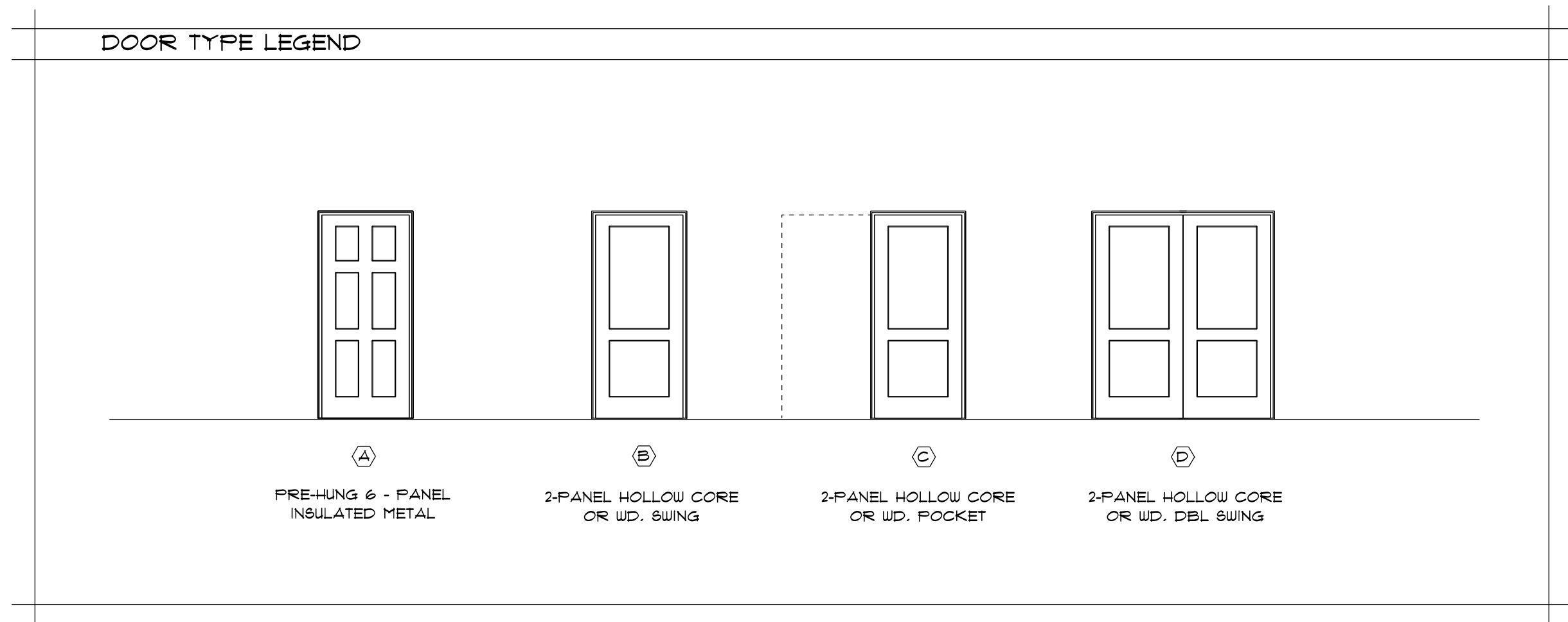
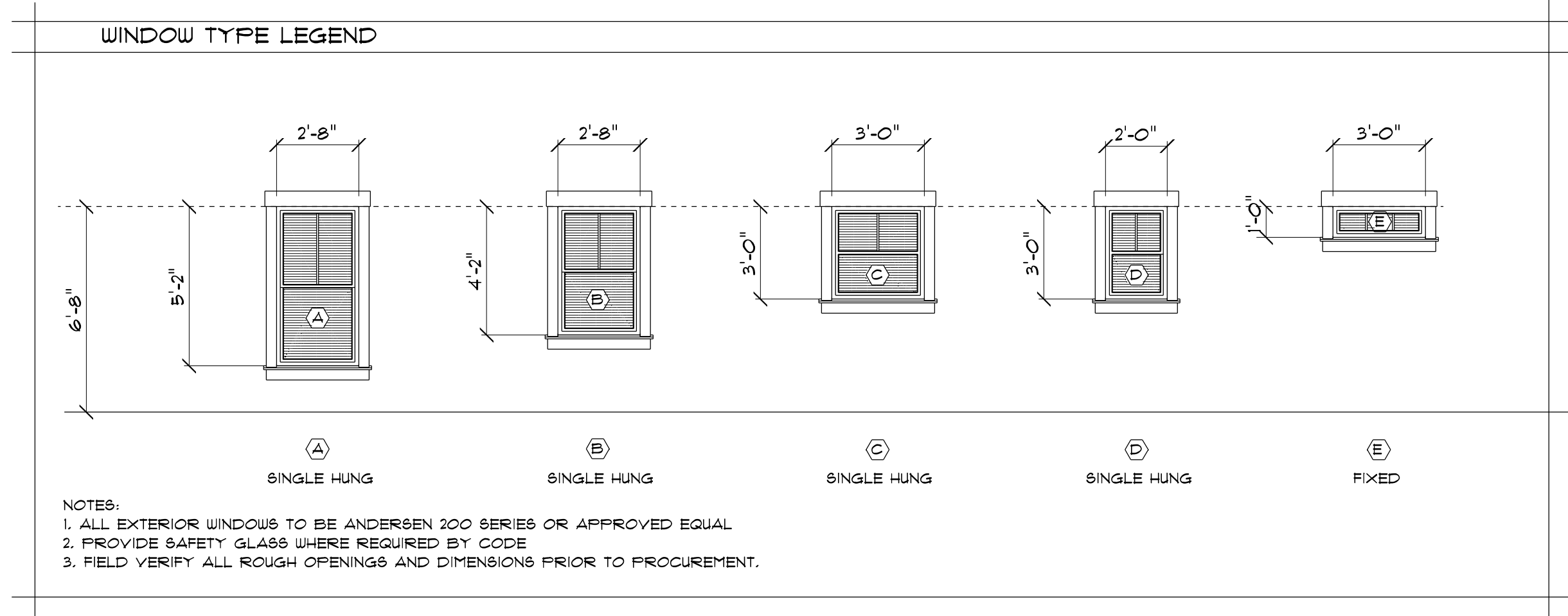
3
A 601



PORCH SLAB EDGE AT STEM WALL
SCALE: 1/2" = 1'-0"

3
A 601

OPENING SCHEDULE						
NO.	WIDTH	HEIGHT	THICKNESS	ELEVATION	REMARKS	
100	3'-0"	6'-8"	1 3/4"	A		
100 A	3'-6"	6'-8"	N/A	N/A	SHEETROCK OPENING	
102	3'-6"	6'-8"	N/A	N/A	SHEETROCK OPENING	
104	3'-0"	6'-8"	1 3/8"	B		
104A	3'-0"	6'-8"	1 3/8"	C		
104B	3'-0"	6'-8"	1 3/8"	C		
105	5'-0"	6'-8"	1 3/8"	D		
105 A	3'-0"	6'-8"	1 3/4"	A		
105 B	3'-0"	6'-8"	1 3/8"	B		
106	3'-0"	6'-8"	1 3/4"	B		
106A	5'-0"	6'-8"	1 3/8"	D		
107	5'-0"	6'-8"	1 3/8"	D		
108	3'-0"	6'-8"	1 3/8"	B		
108A	3'-0"	6'-8"	1 3/8"	B		
109	3'-0"	6'-8"	1 3/4"	B		
109A	5'-0"	6'-8"	1 3/8"	D		
110	3'-0"	6'-8"	1 3/8"	B		
110 A	5'-0"	6'-8"	1 3/8"	D		



ROOM FINISH SCHEDULE					
ROOM NAME	FLOORING	BASE FINISH	WALL FINISH	CEILING FINISH	CEILING HEIGHT
GREAT ROOM	LVT FLOORING	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
DINING ROOM	LVT FLOORING	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
KITCHEN	LVT FLOORING	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
BATH	TILE	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
CLOSET	CARPET	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
REAR HALL	LVT FLOORING	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
BEDROOM 1	CARPET	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
BEDROOM 2	CARPET	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
BEDROOM 3	CARPET	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
BEDROOM 4	CARPET	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"
HALLWAY	LVT FLOORING	WOOD PAINTED	GYP SUM WALL BOARD FT.	GYP SUM BOARD SMOOTH	8'-0"

HARDWARE SETS

GENERAL NOTE:

- A. CONTRACTOR TO COORDINATE KEYS/WT, KEYING, AND MASTER KEYING SYSTEM WITH OWNER.
B. PROVIDE TWO KEYS PER LOCK.
C. PROVIDE THREE DOOR SUPPERS PER DOOR LEAF.
D. PROVIDE STOP PER EACH DOOR LEAF.
E. SEE DOOR SCHEDULE FOR HARDWARE SET.
F. ALL HARDWARE TO BE ADA COMPLIANT.
G. ALL INTERIOR DOOR HARDWARE TO HAVE FINISH TBD

NO.	FUNCTION	NOTES
1	ENTRANCE	<ul style="list-style-type: none">• ENTRY SET W/ LEVER AT INTERIOR SIDE• DEADBOLT LOCK• DOOR STOP• 1 1/2 PAIR HINGES (INCL. W/ PREHUNG FRAME)
2	PASSAGE SWING	<ul style="list-style-type: none">• LEVER• DOOR STOP• 1 1/2 PR. HINGES
3	PRIVACY SWING	<ul style="list-style-type: none">• PRIVACY LEVER SET• DOOR STOP• 1 1/2 PR. HINGES
4	PRIVACY POCKET	<ul style="list-style-type: none">• MAGNETIC PRIVACY POCKET DOOR LOCK• SOFT OPEN/CLOSE POCKET DOOR KIT
5	PASSAGE DBL SWING	<ul style="list-style-type: none">• (2) DUMMY LEVERS• MAGNETIC CATCH• 2 PR. HINGES



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GA 30901

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DATE:

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REVISION: 2-21-2023

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NUMBER:

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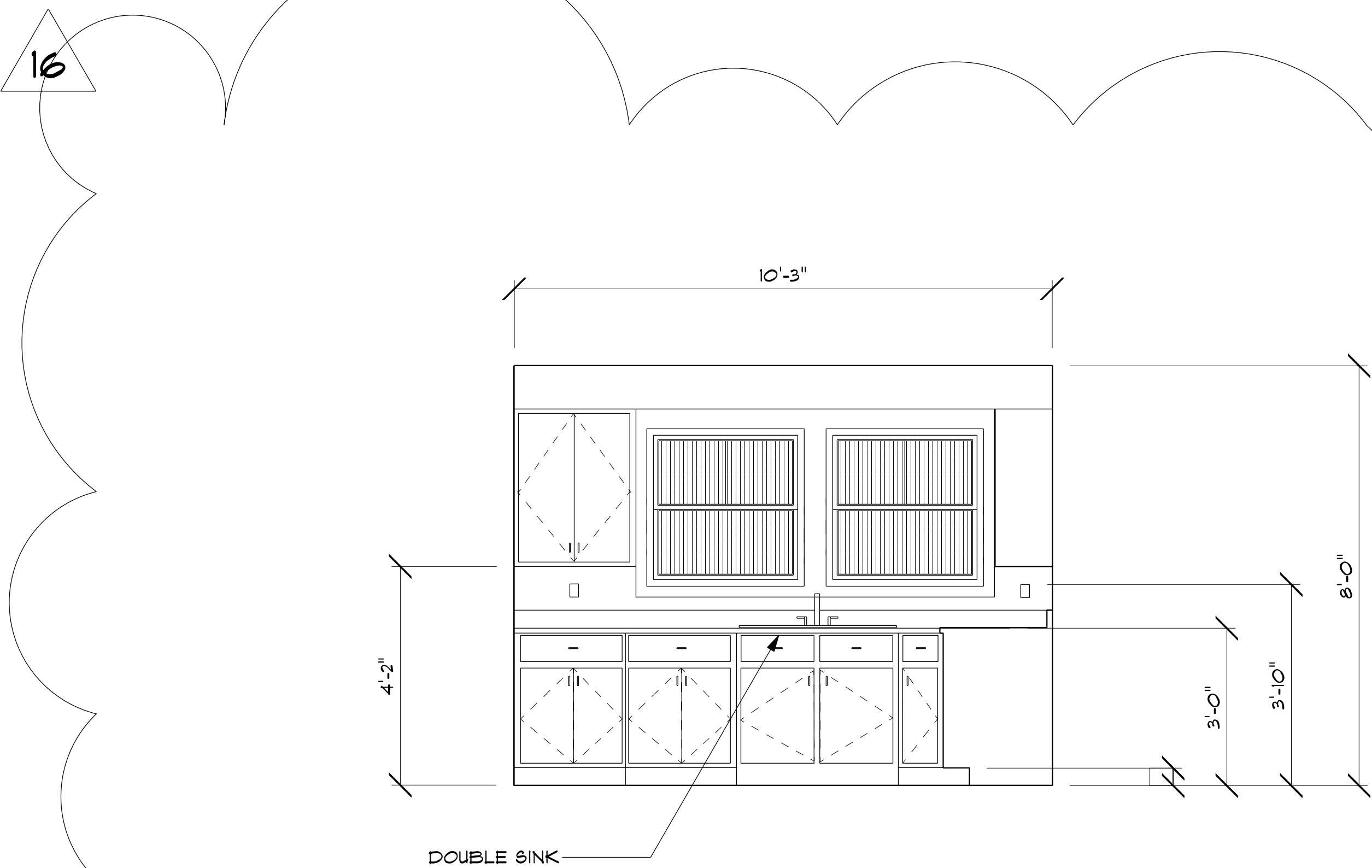
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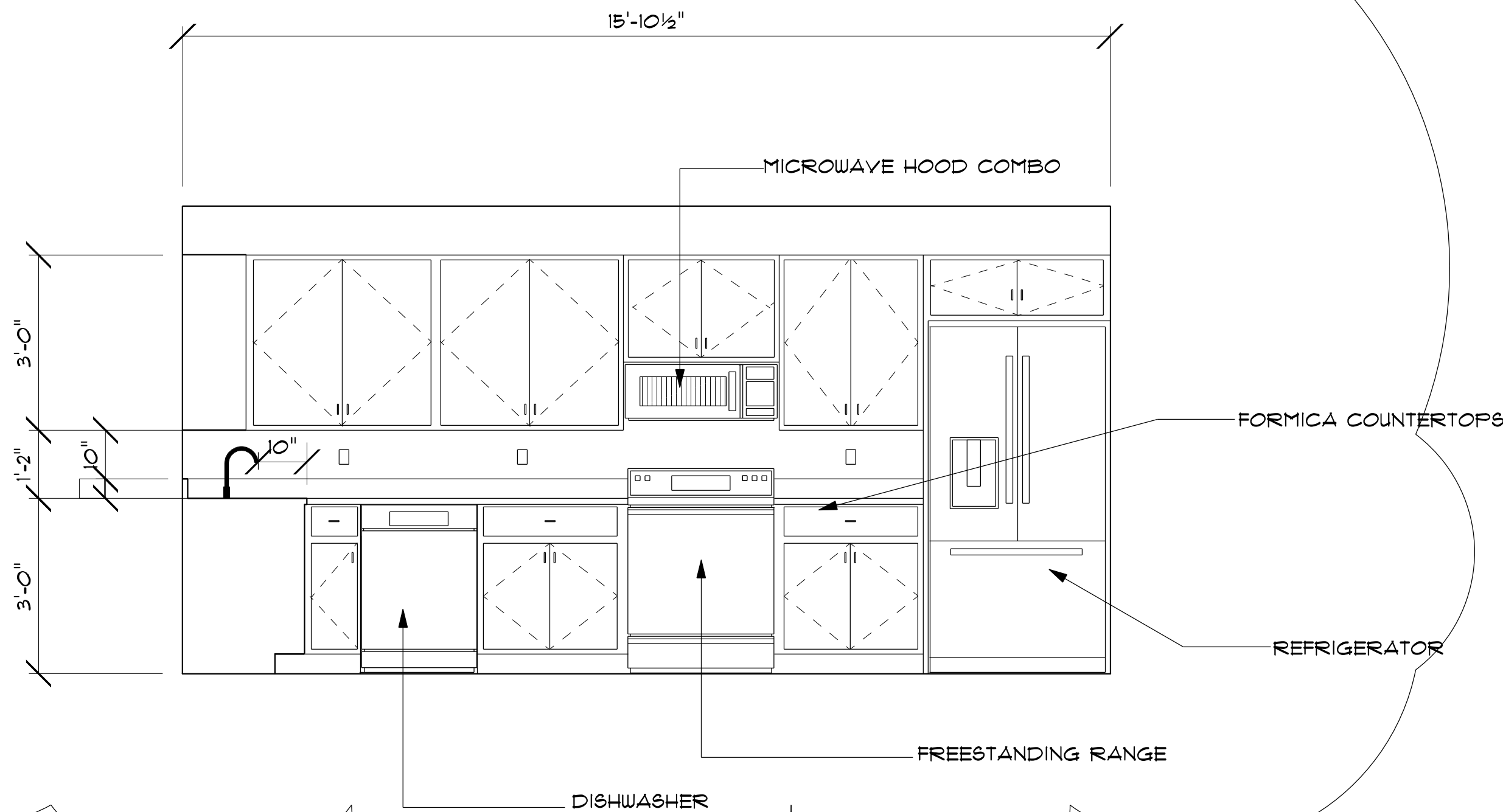
REVISION: 2-21-2023

A 801

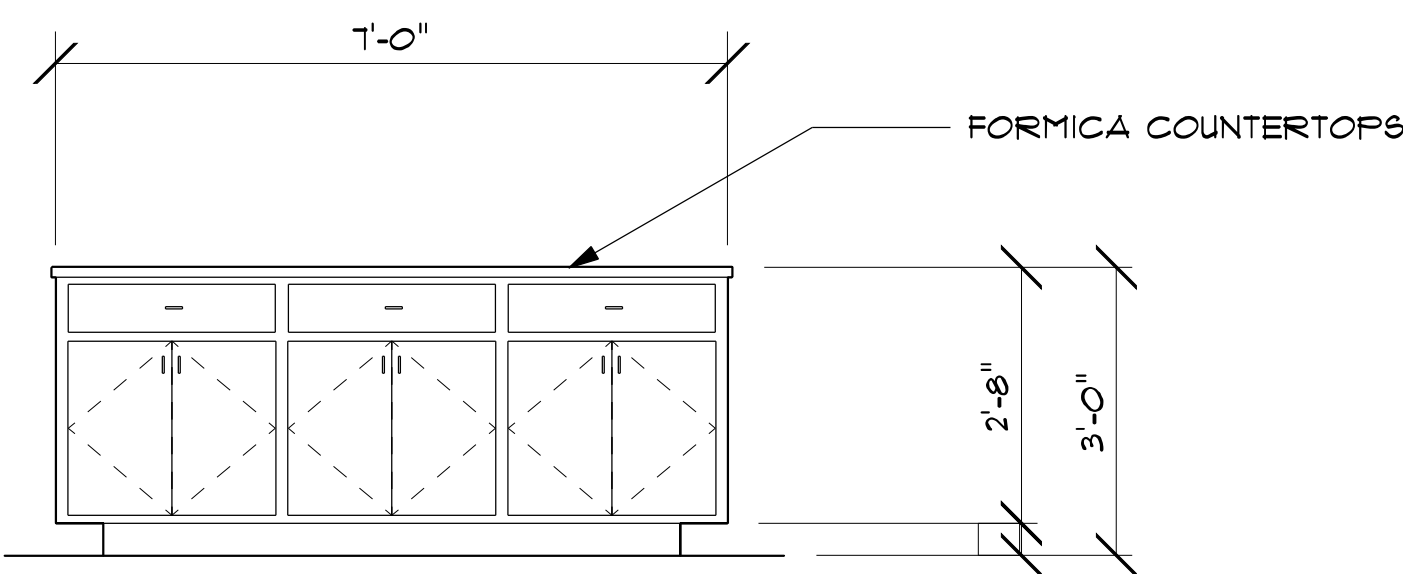
SHEET
NUMBER:



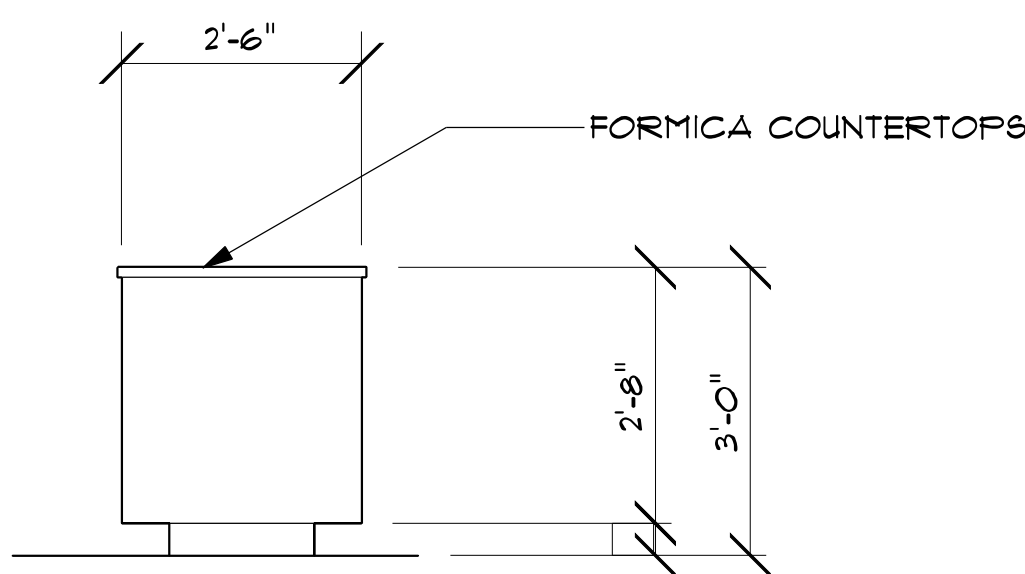
KITCHEN CABINET ELEVATION	1
SCALE: 1/2" = 1'-0"	A 801



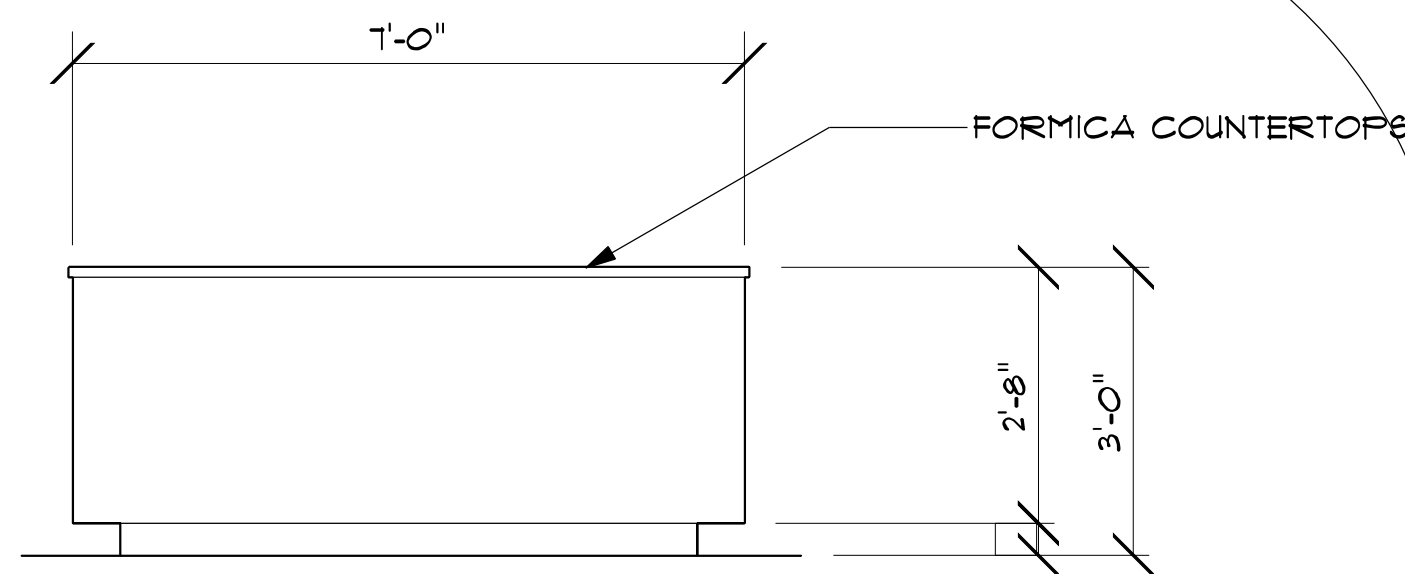
KITCHEN CABINET ELEVATION	2
SCALE: 1/2" = 1'-0"	A 801



KITCHEN CABINET ELEVATION	3
SCALE: 1/2" = 1'-0"	A 801



KITCHEN CABINET ELEVATION	4
SCALE: 1/2" = 1'-0"	A 801



KITCHEN CABINET ELEVATION	5
SCALE: 1/2" = 1'-0"	A 801



Administrative Services Committee Meeting

Meeting Date: 04/25/2023

HCD_ Laney Walker/Bethlehem New Construction of One (1) Single Family Home approval request

Department: HCD

Presenter: Hawthorne Welcher, Jr. and/or HCD Staff

Caption: Development of (1) single-family home, new construction.

Background: In 2008, the Augusta Commission passed legislation supporting community development in Laney Walker/Bethlehem. Since that time, the Augusta Housing & Community Development Department has developed a master plan and development guidelines for the area, set up financial incentive programs for developers and home buyers, selected a team of development partners to focus on catalytic change, and created a marketing strategy to promote the overall effort.

This project involves the new construction of one (1) single family home identified as 33 Sherman Street, within Laney Walker/Bethlehem.

<u>Address</u>	<u>Budget</u>	<u>Project Type</u>
33 Sherman Street Augusta, GA 30901	\$189,039.43	New Construction (Labor/ Materials)

Note: At closing, 100% of HCD's commitment to be returned to HCD.

Analysis: The approval of the contract will allow for development activities on these sites to begin.

Financial Impact: HCD utilizes Laney Walker/Bethlehem Revitalization funding.
Contract Amount 33 Sherman Street - \$189,039.43

Alternatives: Deny HCD's request

Recommendation: Motion to approve Housing and Community Development Department's (HCD's) request to provide Laney Walker/Bethlehem Revitalization Funding to contract with Capitalrise, LLC to develop (new construction) one (1) single family unit, identified as 33 Sherman Street, within Laney Walker/Bethlehem.

Funds are available in the following accounts: Funding: Laney Walker/Bethlehem Revitalization funding
GL Code: 298-07-7343-5413150

REVIEWED AND
APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT**between****AUGUSTA, GEORGIA****And****CAPITALRISE, LLC**

in the amount of

\$189,039.43 USD**One Hundred Eighty Nine Thousand Thirty Nine Dollars and 43/100**for Fiscal Year **2022**

Providing funding for

LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT**33 Sherman Street**

THIS AGREEMENT (“Contract”), is made and entered into as of the ____ day of _____ 2023 (“the effective date”) by and between Augusta, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as “Augusta”), acting through the Housing and Community Development Department (hereinafter referred to as “HCD”) - with principal offices at 510 Fenwick Street, Augusta, Georgia 30901, as party of the first part, and CAPITALRISE, LLC, a developer, organized pursuant to the Laws of the State of Georgia, hereinafter called “CAPITALRISE, LLC” as party in the second part.

WITNESSETH

WHEREAS, Augusta is qualified by the U. S. Department of Housing and Urban Development (hereinafter called HUD) as a Participating Jurisdiction, and has received Laney Walker/Bethlehem Bond Financing for the purpose of providing and retaining affordable and market rate housing for eligible families; and

WHEREAS, CAPITALRISE, LLC, a procured developer and contractor with HCD wishes to increase homeownership opportunities and preserve and increase the supply of affordable/market rate housing for eligible families; and

WHEREAS, Augusta wishes to enter into a contractual Agreement with CAPITALRISE, LLC for the administration of eligible affordable and market rate housing development activities utilizing Laney Walker Bond Financing; and

WHEREAS, this activity has been determined to be an eligible activity in accordance with 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; and

WHEREAS, CAPITALRISE, LLC has been selected and approved through a solicitation process for development partners to assist in the redevelopment of Laney Walker and Bethlehem communities; and

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

WHEREAS, CAPITALRISE, LLC has requested, and Augusta has approved a total of **\$189,039.43** in funding 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

Project Description: CAPITALRISE, LLC agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. CD CAPITAL INVESTMENT GROUP, LLC. agrees to match Laney Walker/Bethlehem Bond funds 50% of total construction cost in the form of reimbursement. Under this Agreement:

- ✚ CD CAPITAL INVESTMENT GROUP, LLC will perform as co-developer with CAPITALRISE, LLC, a procured developer with Laney Walker/Bethlehem.
- ✚ CAPITALRISE, LLC will perform new construction for one (1) single family detached home identified as property number **33 Sherman Street**.
- ✚ CAPITALRISE, LLC will perform all required construction management and project oversight, in accordance with all laws, ordinances, and regulations of Augusta.
- ✚ CAPITALRISE, LLC will perform all functions required to ensure delivery of a final product meeting all requirements as set forth by said Agreement to include:
 - Materials list to include brand name and/or model number of materials as specified or agreed to adjustments to specifications including but not limited to: appliances, windows, HVAC, fixtures, and First Quality lumber. CAPITALRISE, LLC is to provide a finish schedule with the specifications, brands, and model numbers for all interior finishes 90 days from completion for agreement by HCD. Actual material invoices may be requested to verify charges.

- B. Use of Funds:** Laney Walker/Bethlehem Bond funds shall be used by CAPITALRISE, LLC for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$189,039.43**.

1. Profit

An amount not to exceed percent (50%) of the construction cost as outlined and approved in Article I. Scope of Services, Section B. Use of Funds and on the Work Write-Up, shall be paid to CAPITALRISE, LLC for costs identified as necessary operating time and expenses in addition to the profit accrued in the development of one single family detached home identified as **33 Sherman Street**. The design and specifications of the property shall be

approved by HCD prior to construction (see Appendix). HCD will have the latitude to pay O&P directly to the procured developer/contractor on a pay for performance basis or upon the sale of the single family detached home identified as **33 Sherman Street**.

2. Developer's Fee

N/A

3. Developer's Fee Disbursements

Developer's Fee shall be dispensed when construction is 100% completed and certificate of occupancy is received. Co-Developer's Fee is dispensed upon sale of the home and should not exceed sixteen percent (16%).

C. Program Location and Specific Goals to be Achieved

CAPITALRISE, LLC shall conduct project development activities and related services in its project area Laney Walker/Bethlehem that incorporates the following boundaries: Fifteenth Street, R.A. Dent, Wrightsboro Road, Twiggs Street, MLK Boulevard and Walton Way.

D. Project Eligibility Determination

It has been determined that the use of Laney Walker/Bethlehem Bond Financing funds by CAPITALRISE, LLC will be in compliance with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts in behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Redevelopment Project. Notwithstanding any other provisions of this contract, CAPITALRISE, LLC 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

CAPITALRISE, LLC will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, CAPITALRISE, LLC may engage the services of outside professional services consultants and contractors to help carry out the program and projects.

A. Augusta shall designate and make funds available in the following manner:

1. Augusta agrees to pay CAPITALRISE, LLC, a maximum of **\$189,039.43** under this Agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to CAPITALRISE, LLC's compliance with all terms and conditions of this Agreement and the procedures for documenting expenses and activities as set forth in said Agreement.
2. The method of payment for construction costs, including only materials and labor as outlined and approved on the Work Write-Up, not to exceed the aforementioned contracted amount of **\$189,039.43** and shall be on a pay for performance basis provided CAPITALRISE, LLC and HCD determine the progress is satisfactory. CAPITALRISE, LLC shall utilize the AIA Form

provided by HCD (see Appendix). For invoicing, CAPITALRISE, LLC will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD, lien waivers for vendors and sub-contractors, as specified in the Work Write-Up found in Exhibit B & E.

3. When nearing 50%, the co-developer, CD CAPITAL INVESTMENT GROUP, LLC, should be prepared to pay their 50%: **\$94,519.72** as agreed to HCD for material and labor only.
4. HCD will monitor the progress of the project and CAPITALRISE, LLC's performance on a weekly basis with regards to the production of housing units and the overall effectiveness of project.
5. Upon the completion 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. CD CAPITAL INVESTMENT GROUP, LLC and HCD shall share in the cost and proceeds of developing the residence at **33 Sherman Street** as follows:
6. Funds may not be transferred from line item to line item in the project budget without the prior written approval of Augusta Housing and Community Development.
7. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall terminate and any CAPITALRISE, LLC deemed satisfactorily progress made within the contracted construction only amount not to exceed fifty percent (50%) shall be paid to CAPITALRISE, LLC
8. HCD will retain ten percent (10%) of an amount within the one hundred percent (100%) of construction costs, including only materials and labor as outlined and approved on the Work Write-Up, after the Certificate of Occupancy has been issued until CAPITALRISE, LLC and HCD determine that all HCD punch-list items have been satisfied.

B. Project Financing

The Augusta Housing and Community Development will provide an amount not to exceed the actual construction costs including only materials and labor as outlined and approved on the Work Write-Up to be expended by CAPITALRISE, LLC for construction costs related to the development of one single family detached home identified as **33 Sherman Street**.

Additionally, HCD will provide 100% of all change orders (where applicable) as approved by HCD and CAPITALRISE, LLC in writing.

All funding is being provided as payment for services rendered as per this Agreement.

C. Timetable for Completion of Project Activities

CAPITALRISE, LLC shall be permitted to commence with the expenditure of Laney Walker Bethlehem Bond Financing funds as outlined in said Agreement upon procurement of a construction contractor in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the development within 120 days of said home identified as **33 Sherman Street**.

Liquidated Damages

CAPITALRISE, LLC agrees to pay as liquidated damages to HCD the sum of two hundred dollars (\$200.00) for each consecutive calendar day after the expiration of the Contract Time of Completion Time, except for authorized extensions of time by Augusta. This section is independent of any section within this Agreement concerning the default of CAPITALRISE, LLC. The parties agree that these provisions for liquidated damages are not intended to operate as penalties for breach of Contract.

The liquidated damages set forth above are not intended to compensate Augusta for any damages other than inconvenience and loss of use or delay in services. The existence or recovery of such liquidated damages shall not preclude Augusta from recovering other damages in addition to the payments made hereunder which Augusta can document as being attributable to the documented failure of CAPITALRISE, LLC. In addition to other costs that may be recouped, Augusta may include costs of personnel and assets used to coordinate, inspect, and re-inspect items within this Agreement as well as attorney fees if applicable.

Specified excuses

CAPITALRISE, LLC is not responsible for delay in performance caused by hurricanes, tornados, floods, and other severe and unexpected acts of nature. In any such event, the contract price and schedule shall be equitably adjusted.

Temporary Suspension or Delay of Performance of Contract

To the extent that it does not alter the scope of this Agreement, Augusta may unilaterally order a temporary stopping of the work or delaying of the work to be performed by CAPITALRISE, LLC under this Agreement.

D. Project Budget: Limitations

All costs associated with construction, O&P, construction management, and real estate expenses have been outlined in said Agreement as percentage-based costs related to the development of one single family detached home identified as **33 Sherman Street** as part of the Laney Walker/Bethlehem Revitalization Project. HCD will have the latitude to pay such costs directly to the procured construction contractor. CAPITALRISE, LLC shall be paid a total consideration of no more than **\$189,039.43** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of HCD. It is also understood by both parties to this contract that the funding provided under this contract for this specific project shall be the only funds provided by Augusta unless otherwise agreed to by Augusta and CAPITALRISE, LLC

Augusta shall adhere to the budget as outlined in the Work Write-Up (Exhibit B) in the performance of this contract.

ARTICLE III. TERM OF CONTRACT

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and CAPITALRISE, LLC (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 IV. DOCUMENTATION AND PAYMENT

- A. This is a pay-for-performance contract and in no event shall HCD provide advance funding to CAPITALRISE, LLC, or any subcontractor hereunder.
- B. CAPITALRISE, LLC shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to CAPITALRISE, LLC's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. 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.
- E. Requests by CAPITALRISE, LLC for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar days after the last date covered by the request. For purposes of this section, proper documentation includes Updated Exhibit A- schedule (Gantt Chart), Updated Exhibit B- Work Write-Up, and AIA Form.
- F. CAPITALRISE, LLC shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by CAPITALRISE, LLC.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.
- I. Upon the sale of the detached single-family home at **33 Sherman Street**, HCD is to provide CAPITALRISE, LLC with any outstanding payments on approved invoices and related costs received within ten (10) business days.

ARTICLE V. ADMINISTRATIVE REQUIREMENTS

Conflict of Interest

CAPITALRISE, LLC agrees to comply with the conflict of interest provisions contained in 24 CFR 85.36, 570.611, OMB Circular A-110 and OMB Circular A-102 as appropriate.

This conflict of interest provision applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of CAPITALRISE, LLC. No person described above who exercises, may exercise or has exercised any functions or responsibilities with respect to the 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 Agreement. CAPITALRISE, LLC 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 Agreement).

Augusta may, from time to time, request changes to the scope of this Agreement and obligations to be performed hereunder by CAPITALRISE, LLC. In such instances, CAPITALRISE, LLC shall consult with HCD/Augusta on any changes that will result in substantive changes to this Agreement. All such changes shall be made via written amendments to this Agreement and shall be approved by the governing bodies of both Augusta and CAPITALRISE, LLC.

Statutes, regulations, guidelines, and forms referenced throughout this Agreement are listed in Appendix A and are attached and included as part in parcel to this Agreement.

ARTICLE VI. OTHER REQUIREMENTS

- A. CAPITALRISE, LLC agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in CAPITALRISE, LLC publications and/or advertisements. (24 CFR 570.601).
- B. CAPITALRISE, LLC agrees that the ownership in the housing assisted units must meet the definition of "homeownership" in §92.2.
- C. CAPITALRISE, LLC 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.
- D. 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 570.603)
- E. CAPITALRISE, LLC 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 in compliance with the Act and regulations. Prior to beginning any project

development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).

- F. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), CAPITALRISE, LLC agrees that 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. CAPITALRISE, LLC agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities 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 570.606).
- H. CAPITALRISE, LLC agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin. CAPITALRISE, LLC will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- I. CAPITALRISE, LLC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. CAPITALRISE, LLC will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin, or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. CAPITALRISE, LLC 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.

- J. In accordance with Section 570.608 of the CDBG Regulations, CAPITALRISE, LLC 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. CAPITALRISE, LLC 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. In accordance with 24 CFR part 24, subpart F, CAPITALRISE, LLC 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. Any publicity generated by CAPITALRISE, LLC for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of HCD in making the project possible. The words "Augusta, Georgia 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. CAPITALRISE, LLC shall comply with all applicable laws, ordinances and codes of the federal, state, and local governments and shall commit no trespass on any public or private property in performing any of the work embraced by this contract. CAPITALRISE, LLC agrees to obtain all necessary permits for intended improvements or activities.
- O. CAPITALRISE, LLC shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- P. CAPITALRISE, LLC agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by HCD, setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007, Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** CAPITALRISE, LLC agrees to comply with any federally mandated requirements as to minority and women owned business enterprises.
- Q. 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 in connection with the physical performance of services pursuant to its contract with Augusta, Georgia, the contractor will secure from such subcontractors 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 HCD at the time the subcontractors are retained to perform such physical services.

- R. CAPITALRISE, LLC agrees that low and moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Richmond County. (24 CFR 570.697) **Utilization of contractors and/or subcontractors outside of the Augusta, Georgia- Richmond County area is not desirable.**
- S. CAPITALRISE, LLC 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.
- T. CAPITALRISE, LLC will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. CAPITALRISE, LLC will not discriminate against any person applying for shelter on the basis of religion. CAPITALRISE, LLC 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 will only be paid if CAPITALRISE, LLC has indirect cost allocation plan approved by the Augusta Housing and Community Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to CAPITALRISE, LLC with funds provided under this.
- W. Construction Requirements

In the absence of local codes, properties must meet the HUD Section 8 Housing Quality Standards [HQS]. All housing assisted under this Agreement is "new construction" by definition and therefore must meet the local building codes for new housing in Augusta, Georgia, as applicable.

CAPITALRISE, LLC is required by state and local laws, to dispose of all site debris, trash, and rubble from the project be transported to and disposed of at the Augusta, Georgia Solid Waste Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal of, the name and location of the disposal facility, date of disposal and all related fee. Augusta, Georgia may, at reasonable times, inspect the part of the plant, place of business, or work site of CAPITALRISE, LLC or any subcontractor of CAPITALRISE, LLC or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta Housing & Community Development Department.

ARTICLE VII. SUSPENSION AND TERMINATION

- A. In the event CAPITALRISE, LLC materially fails to comply with any terms of this Agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE II.C, Augusta, Georgia may withhold cash payments until CAPITALRISE, LLC cures any breach of the Agreement. If CAPITALRISE, LLC fails to cure the breach, Augusta may suspend or terminate the current award of funds. CAPITALRISE, LLC will not be eligible to receive any other funding.
- B. Damages sustained as a result of any breach of this Agreement. In addition, to any other remedies it may have at law or equity, HCD may withhold any payments to CAPITALRISE, LLC for the purposes of offsetting the exact amount of damages once determined.
- C. In the best interest of the project and to better serve the people in the target areas and fulfill the purposes of the Laney Walker/ Bethlehem Revitalization project, either party may terminate this Agreement upon giving thirty (30) day notice in writing of its intent to terminate, stating its reasons for doing so. In the event Augusta terminates this Agreement, Augusta shall pay CAPITALRISE, LLC for documented committed eligible costs incurred prior to the date of notice of termination.
- D. Notwithstanding any termination or suspension of this Agreement, CAPITALRISE, LLC shall not be relieved of any duties or obligations imposed on it under this Agreement with respect to HCD funds previously disbursed or income derived therefrom.
- E. To the extent that it does not alter the scope of this Agreement, Augusta, GA may unilaterally order a temporary stopping of the work or delaying of the work to be performed by CAPITALRISE, LLC under this contract.

ARTICLE VIII. 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 notices at the address indicated below:

Office of the Administrator
 ATTN: Takiyah Douse, Interim City Administrator
 Municipal Building
 535 Telfair Street, Suite 910
 Augusta, Georgia 30901

With copies to:
 Augusta Housing and Community Development Department
 ATTN: Hawthorne Welcher, Jr., Director
 510 Fenwick Street
 Augusta, Georgia 30901

Capitalrise, LLC will receive all notices at the address indicated below:

CAPITALRISE, LLC
ATTN: Peter Tuchyna/Frank Klimes
2924 Aylesbury Drive
Augusta, GA 30909

With copies to:
CD CAPITAL INVESTMENT GROUP, LLC
ATTN: Duantavious Choates
6866 Fireside Lane
Atlanta, GA 30349

ARTICLE IX. INDEMNIFICATION

CAPITALRISE, LLC will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement. By execution of this Agreement, CAPITALRISE, LLC 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 Agreement, or should the terms of this Agreement 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 the 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 Agreement.

ARTICLE X. 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. HCD is not obligated to provide funding of any kind to CAPITALRISE, LLC beyond the term of this Agreement.

CAPITALRISE, LLC warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CAPITALRISE, LLC for the purpose of securing business and that CAPITALRISE, LLC has not received any non-Augusta fee related to this Agreement without the prior written consent of HCD. For breach or violation of this warranty, HCD shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement prices of consideration the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XI. 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 Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon application of either party this Agreement shall forthwith be amended to make such insertion.

ARTICLE XII. DISCLAIMER

Any and all language in this Agreement pertaining to HUD regulations and/or the utilizations of HOME funding is deemed voidable when utilizing Laney Walker Bond funds in its entirety. However, if there are any federal funds utilized by this project, including Homebuyer Subsidy funds, this Agreement will be enforceable in its entirety.

ARTICLE XIII. 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.

ARTICLE XIV. INSURANCE

The DEVELOPER/CONTRACTOR shall provide, at all times that this Agreement is in effect, Insurance with limits of not less than:

- A. Workmen’s Compensation Insurance – in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- C. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- D. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- E. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars or an amount that correlates to the aggregate fee on the project should it exceed \$1,000,000.

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

Approved as to Form by (please initial here):
Augusta, GA Law Department

Date: _____

By: _____
Mayor Garnett L. Johnson, as its Mayor

Date: _____

By: _____
Takiyah Douse, as its Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., as its Director

Date: _____

Affix Seal Here:

By: _____
Lena Bonner, as its Clerk of Commission

ATTEST: **CAPITALRISE, LLC**

ATTEST: **CD CAPITAL
INVESTMENT GROUP, LLC**

By: _____
Owner

Owner

Date: _____

By: _____
Owner

Date: _____

APPENDIX 1
Architectural Plans/Designs

APPENDIX 2
American Institute of Architects (AIA) Form - Sample

APPENDIX 3
Statutes: (Available on Request)

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, Georgia- Richmond County Procurement Policy

Conflict of Interest Affidavit

APPENDIX 4
CONSTRUCTION REQUIREMENTS

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
 - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
 - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
 - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
 - D. 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).
 - E. 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).
 - F. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. 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 or HCD's agent will review these items for compliance with new construction and/or rehabilitation standards and materials use.
3. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Antioch Ministries, Inc. -Richmond County Housing & Community Development Department Contractors Manual and Performance Standards. A copy of this manual is provided to every contractor when included on the HCD Approved Contractors List. A copy is enclosed for inclusion.
4. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.

APPENDIX 5
CONTRACTOR ACKNOWLEDGEMENT

Capitalrise, LLC 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 Commissioner and approval of the Mayor. Under Georgia law, Capitalrise, LLC is deemed to possess knowledge concerning HCD ability to assume contractual obligations and the consequences of Contractor's provision of goods or services to HCD under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Capitalrise, LLC may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Capitalrise, LLC agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if Capitalrise, LLC provides goods or services to Augusta, Georgia in excess of the any 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 Larry L. McCord Design Build, LLC. Capitalrise, LLC assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia (Laney Walker/Bethlehem Revitalization Project), and it waives 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.

 Name

Capitalrise, LLC, Owner

EXHIBIT A
PROJECT SCHEDULE OF COMPLETION

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

EXHIBIT B
WORK WRITE-UP

EXHIBIT C
PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. HCD must review and approve all new construction work, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to CAPITALRISE, LLC in accordance with the attached drawdown schedule and budget.
2. HCD will provide the lot on which all new construction efforts will be performed under this Agreement and in connection with the project.
3. With HCD approval, CAPITALRISE, LLC may use funds under this Agreement for 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:
 - i. Terminate the contractor in accordance with the “Provisions for Augusta Housing and Community Development Department (HCD)” clause of this contract.
 - ii. Assess liquidated damages of Two Hundred Dollars (\$200) 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:
 - i. 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.
 - ii. To any acts of the Owner that hinder the progress of the work;
 - iii. To cause not reasonable foreseeable by the parties in this contract at the time 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 or unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
 - iv. 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 and CAPITALRISE, LLC 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.

5. New Construction Costs and Requirements

- a. CAPITALRISE, LLC 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.
- b. CAPITALRISE, LLC must make sure contractors obtain and post all permits on job site.
- c. CAPITALRISE, LLC must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- d. HCD or its agent may continually inspect each house for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the house is not being built or rehabilitated in accordance with plans and specifications, or if the project is not on schedule.

6. Permanent Financing and Sales Prices

- a. The sales price of each home sold in accordance with this Agreement must be based on a formal appraisal. Unless otherwise agreed to by HCD, the sales price of each house shall not exceed the appraised value of the house.
- b. The purchasers of houses constructed must meet the Augusta, GA requirements.
- c. Buyers will be required to borrow no less than 80% of the sale prices of the house from a private lending institution unless otherwise agreed to by HCD.

Capitalrise LLC

Contractor Work Write-up

Item 2.

3062 Damascus Rd Augusta GA

(404)4278135 petr@capitalrise.us

Frank Klimes /Peter Tuchyna

Building of New house

\$ -

TOTAL WRITE-UP (INCLUDING CONTINGENCY)

\$ 189,039.43

TOTAL WRITE-UP INCLUDING FENCE ,SIGN AND CONTINGENCY

\$ 189,039.43

GENERAL INFORMATION: UNIT = SF.(SQUARE FEET), SQ (SQUARE), LF (LINEAR FEET) , EA (EACH) , LS (LUMP SUM), YD(YARD),CY (cubic yard)

COLUMN A	COLUMN B	COLUMN C	COLUMN D	COLUMN E	COLUMN F	COLUMN G	COLUMN H	COLUMN I	TOTAL COST PER SECTION
Enter Materials	UNIT	Quantity	MATERIAL COST PER	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MAT & LABOR	PROFIT & OVER HEAD	
Homeowners Name	HCD					Contractor:	Capitalrise LLC		
Homeowners Address	33 sherman st								
Email									
Phone						Profit & Overhead Percentage:	16%		

FOUNDATION / MASONRY	House Heated Sq. Ft.		1,500	Total House Sq. Ft.		1678			
Description of Material	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
construction entrance	EA	1	\$ 350.00	\$ 350.00	\$ 200.00	\$ 200.00	\$ 550.00	\$ 88.00	\$ 638.00
	LF	1		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
concrete ftg	CY	9	\$ 120.00	\$ 1,080.00	\$ 35.00	\$ 315.00	\$ 1,395.00	\$ 223.20	\$ 1,618.20
SILT FENCE & CONSTRUCTION ENTRANCE	ROLL	2	\$ 100.00	\$ 200.00	\$ 50.00	\$ 100.00	\$ 300.00	\$ 48.00	\$ 348.00
6 mil poly	ROLL	1	\$ 116.00	\$ 116.00	\$ 80.00	\$ 80.00	\$ 196.00	\$ 31.36	\$ 227.36
fill and tamp	CY	3	\$ 200.00	\$ 600.00	\$ 35.00	\$ 105.00	\$ 705.00	\$ 112.80	\$ 817.80
concrete pads for steps	CY	2	\$ 124.20	\$ 248.40	\$ 35.00	\$ 70.00	\$ 318.40	\$ 50.94	\$ 369.34
grading drive and sidewalk	LF	50	\$ 5.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 40.00	\$ 290.00
concrete drive and sidewalk	CY	50	\$ 5.00	\$ 250.00	\$ 4.50	\$ 225.00	\$ 475.00	\$ 76.00	\$ 551.00
rebar horiz	EA	0	\$ 1.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
rebar vert	EA	95	\$ 2.50	\$ 237.50	\$ 1.60	\$ 152.00	\$ 389.50	\$ 62.32	\$ 451.82
anchor bolts	EA	50	\$ 2.50	\$ 125.00	\$ 1.60	\$ 80.00	\$ 205.00	\$ 32.80	\$ 237.80
block wall 8x8x16 rear	EA	450	\$ 2.30	\$ 1,035.00	\$ 3.00	\$ 1,350.00	\$ 2,385.00	\$ 381.60	\$ 2,766.60
header blocks	EA	145	\$ 2.50	\$ 362.50	\$ 3.00	\$ 435.00	\$ 797.50	\$ 127.60	\$ 925.10
mortar mix	BAGS	26	\$ 10.00	\$ 260.00	\$ 0.36	\$ 9.36	\$ 269.36	\$ 43.10	\$ 312.46
mortar sand	Load	1	\$ 250.00	\$ 250.00	\$ -	\$ -	\$ 250.00	\$ 40.00	\$ 290.00
brick veneer	EA	3000	\$ 0.50	\$ 1,500.00	\$ 0.30	\$ 900.00	\$ 2,400.00	\$ 384.00	\$ 2,784.00
house and slab	CY	18	\$ 155.00	\$ 2,790.00	\$ 130.00	\$ 2,340.00	\$ 5,130.00	\$ 820.80	\$ 5,950.80
porch slab	EA	3	\$ 155.00	\$ 465.00	\$ 140.00	\$ 420.00	\$ 885.00	\$ 141.60	\$ 1,026.60
BRICK STEPS AS PER PLAN	STEP	3	\$ 100.00	\$ 300.00	\$ 100.00	\$ 300.00	\$ 600.00	\$ 96.00	\$ 696.00
Rollobricks	EA	650	\$ 0.40	\$ 260.00	\$ 1.50	\$ 975.00	\$ 1,235.00	\$ 197.60	\$ 1,432.60
water sewer tap	LF	35	\$ 12.00	\$ 420.00	\$ 12.00	\$ 420.00	\$ 840.00	\$ 168.00	\$ 1,008.00
UTILITIES FEES ELECTRICAL	LS	1	\$ 399.58	\$ 399.58	\$ -	\$ -	\$ 399.58	\$ 63.93	\$ 463.51
UTILITIES FEES WATER	LS	1	\$ 200.00	\$ 199.58	\$ -	\$ -	\$ 199.58	\$ 31.93	\$ 231.51
BUILDERS RISK	LOT	1	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ 750.00	\$ 120.00	\$ 870.00

LAYOUT AND BATTER BOARD	LS	1	\$ 400.00	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ 64.00	\$ 464.00
TERMITE TREATMENT	LOT	1	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ 200.00	\$ 32.00	\$ 232.00
PORT-O-LET	LOT	1	\$ 450.00	\$ 450.00	\$ -	\$ -	\$ 450.00	\$ 72.00	\$ 522.00
Total				\$ 13,498.56		\$ 8,476.36	\$ 21,974.92	\$ 3,515.99	\$ 25,490.91
Description of work to be completed: work completed as per plans									
EXTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
COLUMNS	EA	2	\$ 210.00	\$ 420.00	\$ 100.00	\$ 200.00	\$ 620.00	\$ 99.20	\$ 719.20
GUTTERS & DOWNSPOUTS	PKG	1	\$ 1,570.00	\$ 1,570.00	\$ -	\$ -	\$ 1,570.00	\$ 251.20	\$ 1,821.20
LANDSCAPING	PKG	1	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -	\$ 2,800.00	\$ 448.00	\$ 3,248.00
GRADING / SITE PREPARATION	LS	9	\$ 150.00	\$ 1,350.00	\$ 50.00	\$ 450.00	\$ 1,800.00	\$ 288.00	\$ 2,088.00
Total				\$ 6,140.00		\$ 650.00	\$ 6,790.00	\$ 1,086.40	\$ 7,876.40
Description of work to be completed:									
SIDING AND PORCH									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FASCIA AND SOFFIT AND SIDING	PKG	1	\$ 6,500.00	\$ 6,500.00	\$ 5,500.00	\$ 5,500.00	\$ 12,000.00	\$ 1,920.00	\$ 13,920.00
Total				\$ 6,500.00		\$ 5,500.00	\$ 12,000.00	\$ 1,920.00	\$ 13,920.00
Description of work to be completed:									
ROOFING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ROOFING PACKAGE (30 ARCHITECTURAL SHINGLES, ROOF VENT & INSTALLATION	PKG	22	\$ 160.00	\$ 3,520.00	\$ 80.00	\$ 1,760.00	\$ 5,280.00	\$ 844.80	\$ 6,124.80
Continuous roof ridge vent with louvered side openings. Includes cutting of sheathing at roof and installation of shingle ridge cap.									
Total				\$ 3,520.00		\$ 1,760.00	\$ 5,280.00	\$ 844.80	\$ 6,124.80
FRAMING & FINISH CARPENTRY									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
WALL FRAMING AS NEEDED	PKG	1	\$16,000.00	\$ 16,000.00	\$ 7,100.00	\$ 7,100.00	\$ 23,100.00	\$ 3,696.00	\$ 26,796.00
WINDOWS / vynil	EA	1	\$ 4,300.00	\$ 4,300.00	\$ 600.00	\$ 600.00	\$ 4,900.00	\$ 784.00	\$ 5,684.00
EXTERIOR DOORS PKG	PKG	1	\$ 900.00	\$ 900.00	\$ 400.00	\$ 400.00	\$ 1,300.00	\$ 208.00	\$ 1,508.00
INTERIOR DOORS & TRIM PKG	PKG	1	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,800.00	\$ 768.00	\$ 5,568.00
LOCKSET PACKAGE	EA	1	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 500.00	\$ 80.00	\$ 580.00
ATTIC STAIRWAY 10' ENG SAVER	EA	1	\$ 325.00	\$ 325.00	\$ 160.00	\$ 160.00	\$ 485.00	\$ 77.60	\$ 887.60
MAIL BOX	EA	1	\$ 100.00	\$ 100.00	\$ 20.00	\$ 20.00	\$ 120.00	\$ 19.20	\$ 139.20
HOUSE NUMBERS	EA	1	\$ 60.00	\$ 60.00	\$ 40.00	\$ 40.00	\$ 100.00	\$ 16.00	\$ 116.00
Fencing		0							\$ -
CLOSET 12' SHELVES W/ RODS AND PANTRY/LINEN	PKG	1	\$ 700.00	\$ 700.00	\$ 400.00	\$ 400.00	\$ 1,100.00	\$ 176.00	\$ 1,276.00
Total				\$ 25,685.00		\$ 10,720.00	\$ 36,405.00	\$ 5,824.80	\$ 42,229.80
FLOORS CARPET /TILE									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
FLOORING CARPET	PKG	1	\$ 900.00	\$ 900.00	\$ 600.00	\$ 600.00	\$ 1,500.00	\$ 240.00	\$ 1,740.00
Engineered flooring Prefinished	PKG	1	\$ 3,400.00	\$ 3,400.00	\$ 2,000.00	\$ 2,000.00	\$ 5,400.00	\$ 864.00	\$ 6,264.00
CERAMIC TILE (BATH & KITCHEN)	PKG	1	\$ 1,200.00	\$ 1,200.00	\$ 3,000.00	\$ 3,000.00	\$ 4,200.00	\$ 672.00	\$ 4,872.00
Total				\$ 5,500.00		\$ 5,600.00	\$ 11,100.00	\$ 1,776.00	\$ 12,876.00
Description of work to be completed:									
DRYWALL/ PLASTER									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
1/2 IN DRYWALL	SF	1	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ 9,500.00	\$ 1,520.00	\$ 11,020.00

Total				\$ 9,500.00		\$ -		\$ 1,520.00	\$ 11,020.00
PLUMBING									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PLUMBING PACKAGE W/CHROME FIXTURES(chrome)	PKG	1	\$ 11,400.00	\$ 11,400.00	\$ -	\$ -	\$ 11,400.00	\$ 1,824.00	\$ 13,224.00
Total				\$ 11,400.00		\$ -	\$ 11,400.00	\$ 1,824.00	\$ 13,224.00
Includes all fittings, connections to fixtures, hangers, and removal of existing water lines.									
ELECTRICAL									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
ELECTRICAL	PKG	1	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 6,000.00	\$ 10,500.00	\$ 1,680.00	\$ 12,180.00
ALARM SYSTEM W/CELLULAR MONITORING	EA	1	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 600.00	\$ 96.00	\$ 696.00
LIGHT FIXTURES ALLOWANCE	PKG	1	\$ 1,200.00	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ 192.00	\$ 1,392.00
Total				\$ 6,300.00		\$ 6,000.00	\$ 12,300.00	\$ 1,968.00	\$ 14,268.00
HEATING & AIR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
HEATING & AIR 14 SEER	PKG	1	\$ 6,500.00	\$ 6,500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,000.00	\$ 1,440.00	\$ 10,440.00
RANGE HOOD	PKG	1	\$ 1,250.00	\$ 1,250.00	\$ 200.00	\$ 200.00	\$ 1,450.00	\$ 232.00	\$ 1,682.00
Fireplace	pkg	0	\$ 3,000.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -
AC CAGES	EA	1	\$ 450.00	\$ 450.00	\$ 50.00	\$ -	\$ 450.00	\$ 72.00	\$ 522.00
Total				\$ 8,200.00		\$ 2,700.00	\$ 10,900.00	\$ 1,744.00	\$ 12,644.00
CABINETS & APPLIANCES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
BASE & WALL CABINETS & GRANITE COUNTER TOPS	PKG	1	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	\$ 1,280.00	\$ 9,280.00
APPLIANCE PKG. (RANGE, MICROWAVE, DISH WASHER & REFRIGERATOR W/ICE MAKER	PKG	1	\$ 3,200.00	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00	\$ 512.00	\$ 3,712.00
Total				\$ 11,200.00		\$ -	\$ 11,200.00	\$ 1,792.00	\$ 12,992.00
PAINTING EXTERIOR/ INTERIOR									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
PAINT 2 COATS WALL/CEILING PAINTING	SF	1220	\$ 1.25	\$ 1,525.00	3.8	\$ 4,636.00	\$ 6,161.00	\$ 985.76	\$ 7,146.76
Total				\$ 1,525.00		\$ 4,636.00	\$ 6,161.00	\$ 985.76	\$ 7,146.76
BATHROOM ACCESSORIES									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
Shower Glass	pkg	1	\$ -	\$ -	\$ 700.00	\$ 700.00	\$ 700.00	\$ 112.00	
BATH ACCESSORIES SET & MIRRORS	PKG	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 64.00	\$ 464.00
Garage door	PKG	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total				\$ 200.00		\$ 200.00	\$ 400.00	\$ 64.00	\$ 464.00
INSULATION									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
INSULATION ATTIC WALLS	PKG	1	\$ 3,900.00	\$ 3,900.00		\$ -	\$ 3,900.00	\$ 624.00	\$ 4,524.00
Total				\$ 3,900.00		\$ -	\$ 3,900.00	\$ 624.00	\$ 4,524.00
DEMOLITION & CLEAN -UP									
Description	UNIT	Quantity	Material Costs PER UNIT	TOTAL MATERIAL	LABOR COST PER UNIT	TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION
CLEAN HOUSE	EA	1	\$ 100.00	\$ 100.00	\$ 360.00	\$ 360.00	\$ 460.00	\$ 73.60	\$ 533.60
DUCT & BLOWER TEST	EA	1	\$ 400.00	\$ 400.00	\$ 1.00	\$ 1.00	\$ 401.00	\$ 64.16	\$ 465.16
INTERIOR DEMOLITION	EA	1						\$ -	
EXTERIOR clean up	EA	1	\$ 400.00	\$ -			\$ 400.00	\$ 64.00	\$ 40.00
DUMPSTER	EA	1	\$ 1,100.00	\$ 1,100.00	\$ -	\$ -	\$ 1,100.00	\$ 176.00	\$ 1,276.00

Total				\$	1,600.00	\$	361.00	\$	2,361.00	\$	377.76	\$	2,738.76	
RECAP OF SECTIONS						SUM TOTAL WRITE-UP						\$	187,539.43	
Description				TOTAL MATERIAL		TOTAL LABOR	TOTAL COST MATERIAL & LABOR	PROFIT & OVERHEAD	TOTAL COST PER SECTION					
FOUNDATION / MASONRY				\$	13,498.56	\$	8,476.36	\$	21,974.92	\$	3,515.99	\$	25,490.91	
EXTERIOR				\$	6,140.00	\$	650.00	\$	6,790.00	\$	1,086.40	\$	7,876.40	
SIDING				\$	6,500.00	\$	5,500.00	\$	12,000.00	\$	1,920.00	\$	13,920.00	
ROOFING				\$	3,520.00	\$	1,760.00	\$	5,280.00	\$	844.80	\$	6,124.80	
FRAMING & FINISH CARPENTRY				\$	25,685.00	\$	10,720.00	\$	36,405.00	\$	5,824.80	\$	42,229.80	
FLOORS CARPET /TILE				\$	5,500.00	\$	5,600.00	\$	11,100.00	\$	1,776.00	\$	12,876.00	
DRYWALL/ PLASTER				\$	9,500.00	\$	-	\$	-	\$	1,520.00	\$	11,020.00	
PLUMBING				\$	11,400.00	\$	-	\$	11,400.00	\$	1,824.00	\$	13,224.00	
ELECTRICAL				\$	6,300.00	\$	6,000.00	\$	12,300.00	\$	1,968.00	\$	14,268.00	
HEATING & AIR				\$	8,200.00	\$	2,700.00	\$	10,900.00	\$	1,744.00	\$	12,644.00	
CABINETS & APPLIANCES				\$	11,200.00	\$	-	\$	11,200.00	\$	1,792.00	\$	12,992.00	
PAINTING EXTERIOR/ INTERIOR				\$	1,525.00	\$	4,636.00	\$	6,161.00	\$	985.76	\$	7,146.76	
BATHROOM ACCESSORIES				\$	200.00	\$	200.00	\$	400.00	\$	64.00	\$	464.00	
INSULATION				\$	3,900.00	\$	-	\$	3,900.00	\$	624.00	\$	4,524.00	
DEMOLITION & CLEAN -UP				\$	1,600.00	\$	361.00	\$	2,361.00	\$	377.76	\$	2,738.76	
TOTALS				\$	114,668.56	\$	46,603.36	\$	152,171.92	\$	25,867.51	\$	187,539.43	
Cost per sf heated				\$125.03	PERMITS. REINSPECTIONS						\$			700.00
Cost per sf heated plus garage				\$ 111.76	2-10 WARRANTY						\$			800.00
				TOTAL WRITE-UP									\$	189,039.43
Total						\$	-	\$	-	\$	-	\$	-	
CONTRACTOR				DATE HIRED				BY						
ACCEPTED:				TITLE				DATE						
PREPARED BY:								REVISED						
Grading and site preparation will be adjusted as per how many loads of dirt we will actually need														

1. ALL WORK SHALL CONFORM TO CURRENT INTERNATIONAL RESIDENTIAL CODES AND LOCAL AND STATE BUILDING CODES, RULES, AND REGULATIONS.
2. VERIFY ALL DIMENSIONS, DRAINING, SOLAR FOOTCAGES, AND TESTS PRIOR TO THE BEGINNING OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO UNLESS OTHERWISE NOTED, AS WELL AS OBTAINING PERMITS FOR THE EVALUATIONS CHANGE BY LOCALLY, REPAIR, SWAP, OR REMOVE COUPLER COUNTS.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED SAFETY PRECAUTIONS AND THE METHODS, TECHNIQUES, SEQUENCES, OR PROCEDURES REQUIRED TO PERFORM THE WORK.
4. DO NOT SIGNIFICANTLY VARY OR MODIFY THE WORK SHOWN, EXCEPT WITH WRITTEN PERMISSION FROM THE ARCHITECT.
5. REPORT PROBLEMS OR QUESTIONS TO THE DESIGNARCHITECT IMMEDIATELY.
6. THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF THE DESIGNARCHITECT, AND MAY BE REPRODUCED ONLY WITH THE PRIOR PERMISSION OF THE DESIGNARCHITECT. UNAUTHORIZED REPRODUCTION MUST INCLUDE THE NAME OF THE DESIGNARCHITECT.

FASTENERS, FOR ALL PRESERVATIVE-TREATED & FIRE-RETARDANT TREATED, CONNECTORS SHALL BE TREATMENT PAINTED. FASTENERS SHALL BE HOT-DIPPED ZINC-COATED GALVANIZED, STAINLESS STEEL, SILICON BRONZE OR COPPER. FOLLOW IRC TABLE R602.3.1 FASTENER SCHEDULE FOR STRUCTURAL MEMBERS.

CONCRETE FOUNDATION: REMOVE ALL LOOSE & ORGANIC MATERIALS & EXCAVATE FOR FOOTINGS & PADS AS PER PLANS. THE DISTANCE OF THE FOOTING BASE TO THE FINISHED GRADE MUST BE NO LESS THAN THE DEPTH OF LOCAL FOOTINGS. VARYING FOOTINGS MUST BE ACCURATELY POSITIONED AND ROUGHLY LEVEL. FOOTINGS W/IN 6" SIZE & DEPTH, DEPENDING ON THE ALLOWABLE SOIL PRESSURE AND THE LOAD. THE BOTTOM OF THE FOOTING IS ALWAYS PLACED ON UNDISTURBED SOIL OR COMPACTED GRANULAR FILL WITH HIGH RAIN LEVEL.

FRAMING, PRIOR SLAB PLATE INSTALLATION, INSPECT CONCRETE WORK CONDITION AND COMPARE ALL SIZE DIMENSIONS WITH FOUNDATION PLAN DIMENSIONS. SL. ANCHOR- THE SL. PLATE MAY BE LAID ON CONCRETE WITH A CLOSED GEL FROM GANSET OR OTHER APPROPRIATE MATERIAL IN BETWEEN, AND OF SAME WIDTH AS SL. PLATE. SL. PLATE SHALL BE PRESSURE TREATED 2x MATERIAL D/2 OR BETTER, 4" FROM EACH END. WALL WITH 3x6 ANCHOR SHALL BE BROADCAST 7" MIN. IN CONCRETE & 2" MIN. ABOVE CONCRETE. ANCHOR SHALL BE PLACED 3'-0" OC. MAX. ADJ. AND 12" FROM ENDS WITH TWO 3x6 MIN. PER SL. PLATE.

1. CONSIDER SPECIAL ORDERING FORMALDEHYDE-FREE PLYWOOD. ANY JOISTS HAVE A SLIGHT EDGE EDGEWISE SHOULD BE PLACED WITH THE GROWN ON TOP. ALL JOISTS TO HAVE A MINIMUM OF 1-1/2" BEARING AT SUPPORT. FLUSH-FRAMED JOISTS TO BE FASTENED TO BEAMS WITH FULLY WAILED JOIST HANGERS. ALL FLOOR OPENINGS TO BE FRAMED WITH DOUBLE-THIMBER JOIST AND DOUBLE-HEADER JOIST. INITIAL DOUBLET JOIST OR SOLID PLANKING UNDER ALL FRAMED PARTITION WALLS. INITIAL BLOCKING BETWEEN JOISTS TO TRANSFER CONCENTRATED LOADS TO BEARING BELOW. PRODUCT QUALITY.

1. NO BROAD SPECTRUM INSECTICIDES OR HERBICIDES TO BE APPLIED BEFORE, DURING OR AFTER THE FOUNDATION WORK. APPLY TERMITE SHIELDS ONLY, IF REQ'D. PROPERLY SCREEN VENTING & OPENINGS.

- ROOF FLASHING NOTES:
1. NUMBER OF JACK STUDS FOR ALL GUTTER & HEADER SPANS PER TABLE R002.6 (1)
2. NUMBER OF COMPLETE JOISTS TO BE CUT BY EACH FLASHING ELEMENT
3. METHOD OF REMOVAL & TRANSPORT OF LOAD FROM ROOF TO LOAD SUPPORTING ELEMENTS REQUIRED.
3. PROVIDE ANCHORAGE OF BEAMS OR COLUMNS TO JOISTS PER SPEC'S R002.3, R002.4 & R002.11
4. THIS STRUCTURE TO COMPLY WITH WINK FASTENER SCHEDULE (SEE TABLES R002.3 (1))
5. SOUND ATTACHMENT HERE TO ALL BEARING POINTS OF FLOOR, CEILING & ROOF SYSTEMS ACCORDING TO PER SPEC'S R002.4 AND R002.6
6. ALTIMETER MEASUREMENT PER SPEC R006.

ALL FLOORS TO BE USED FOR STEERING COMPASS & OBSERVERS WITH HEADLAMP SHOTS.
REQUIRE ORIENTATION & REBOUND STEERING COMPASS WITH THE SET BACK 10' (1').

2. AT LEAST ONE STOP MUST MEET CLEAR HEIGHT, MIN. 10' (3.05M). THIS FLOOR MUST BE SPECIFIED IN THE DRAWING.

3. DOOR & THE STOP MUST BE 10' (3.05M) TO 15' (4.57M) FROM THE EDGE OF ROOM MEASUREMENTS.

4. IF THE STOP IS 7' (2.13M) MEASURED FROM TOP OF THRESHOLD TO BOTTOM OF STOP AND BE $\geq 74\text{IN} \times 28\text{IN}$ (1881 MM) MEASURED FROM TOP OF THRESHOLD TO BOTTOM OF STOP.

WINDOW REQUIREMENTS:

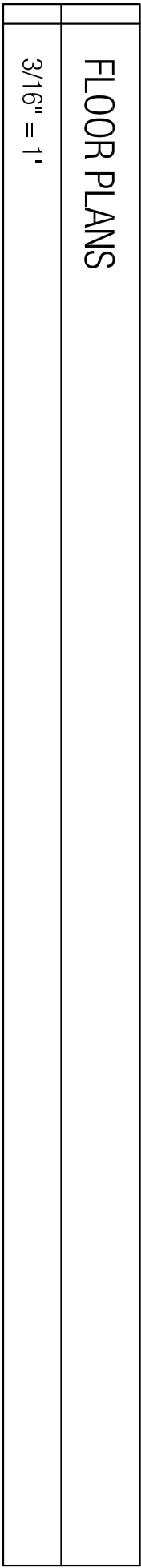
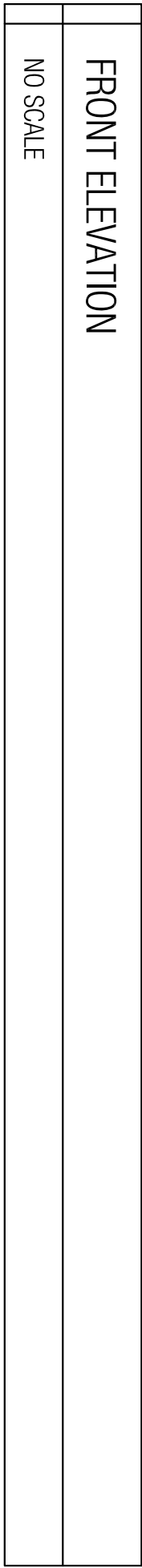
1. MINIMUM 5'1" (20.31") NET CLEAR OPENABLE AREA, EXCEPT GRADE FLOOR OPENINGS PERMIT MIN. 5.5' (1.68M) OPENABLE AREA.
2. MINIMUM 24" NET CLEAR OPENABLE HEIGHT.
3. MINIMUM 20" NET CLEAR OPENABLE WIDTH.
4. SILL HEIGHT SHALL NOT BE MORE THAN 44" ABOVE THE FLOOR.

5. OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF TOOLS OR SPECIAL KNOWLEDGE.

2. HABITABLE ROOMS PER IRC SEC R305 FOR CEILING HEIGHT. SECOND FLOOR HALLWAYS, BEDROOMS & BATHROOMS TO MEET R305 EXCEPTIONS (1) AND (2) FOR SLOPED CEILINGS.

MINIMUM FIREPLACE REQUIREMENTS:
1. PROPANE & SOLID FUEL BURNING FIREPLACES INSTALLATION SHALL COMPLY WITH IRC CHAP. 10.2. PROPANE & SOLID FUEL BURNING FIREPLACES TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

By accepting the Drawings, Property owners signify their agreement that residential Designer shall remain the owner of the Drawings and non-standard design concepts produced in connection with this construction project. Property owners understand and agree that the Drawings and non-standard design concepts may be used exclusively for purposes of this project and that the Drawings and non-standard design concepts may not be used in connection with any extension of this project or any other project it would be part. Property owners may retain copies of the Drawings for information and reference in connection with the use and occupancy of the property. Architectural Works Copyright Protection Act of 1990.



CONTENTS

A0 - COVER SHEET

A1 - Floor Plan & Wall Section Typical

A2 - Elevations

A3 - Electrical Layout & Foundation Plan

A4 - Roof Plan & Porch Section

SQUARE FOOTAGE

Interior Heated - 1428 SF

Front Porch - 144 SF

BUILDING HEIGHT

17'-4" AFF

CODE REFERENCE

INTERNATIONAL BUILDING CODE, 2018 EDITION

SCOPE OF WORK:

This project is for the design and construction of a new single-family residence and includes building of masonry foundation, wood framing for floor, walls, ceiling and roof and the installation of doors and windows, wall sheathing, exterior siding and interior finish materials including insulation and electrical fixtures. Interior trim and kitchen cabinetry and counter tops and appliances shall be installed. Plumbing and HVAC duct work and diffusers shall be installed.

The General Contractor shall provide a new 150 A, 240 V electrical service electrical panel box and copper wiring, receptacles, a fixtures and switches. The General Contractor shall provide a new furnace and cooling system and duct work and all necessary diffusers. The General Contractor shall provide necessary water piping and new sanitary piping and necessary fixtures for the baths and kitchen. The General contractor shall verify and coordinate Pre-Engineered Framing for the floors, ceiling and roof assemblies

Revisions/Additions By Others:

Date of Issue: October 11, 2021

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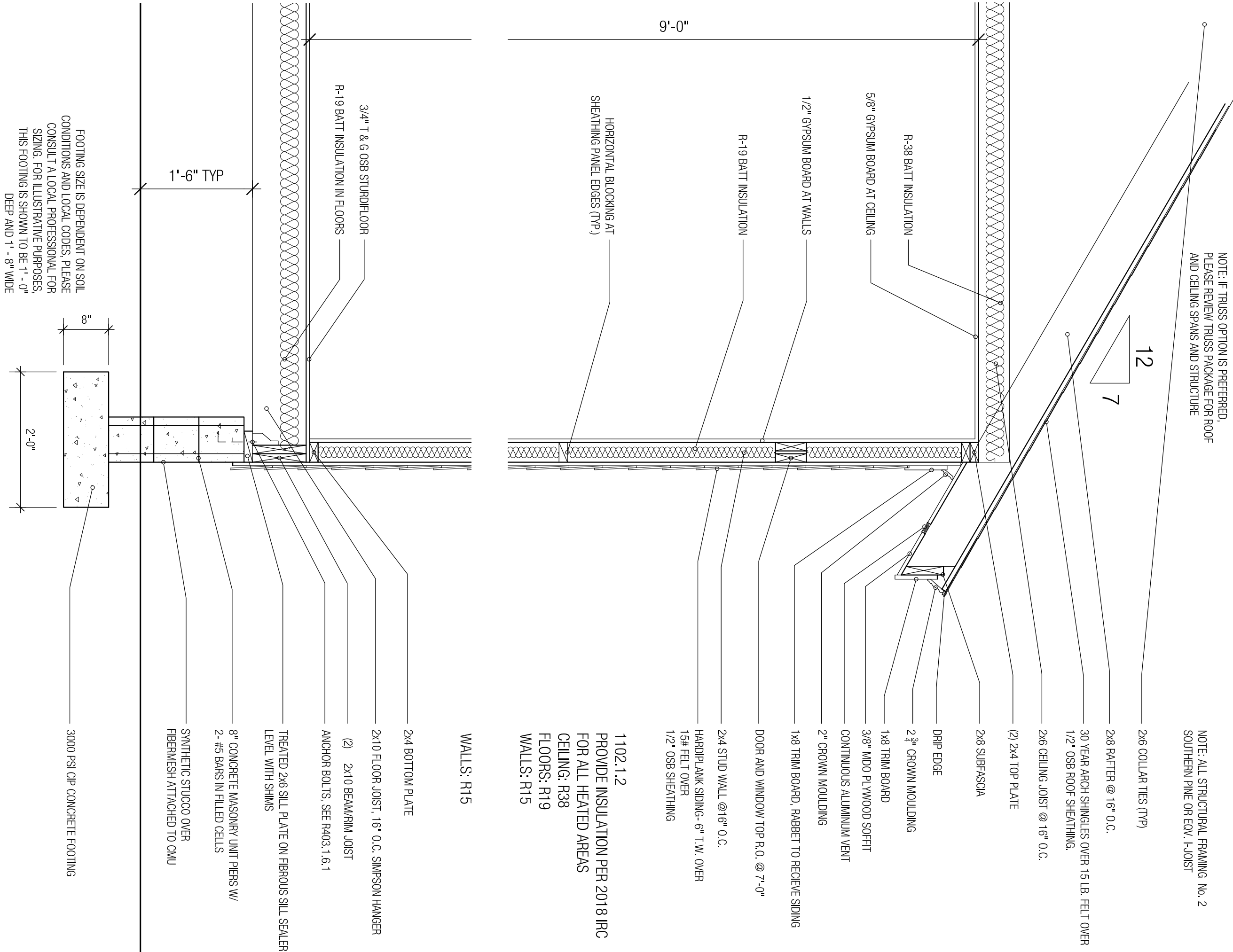
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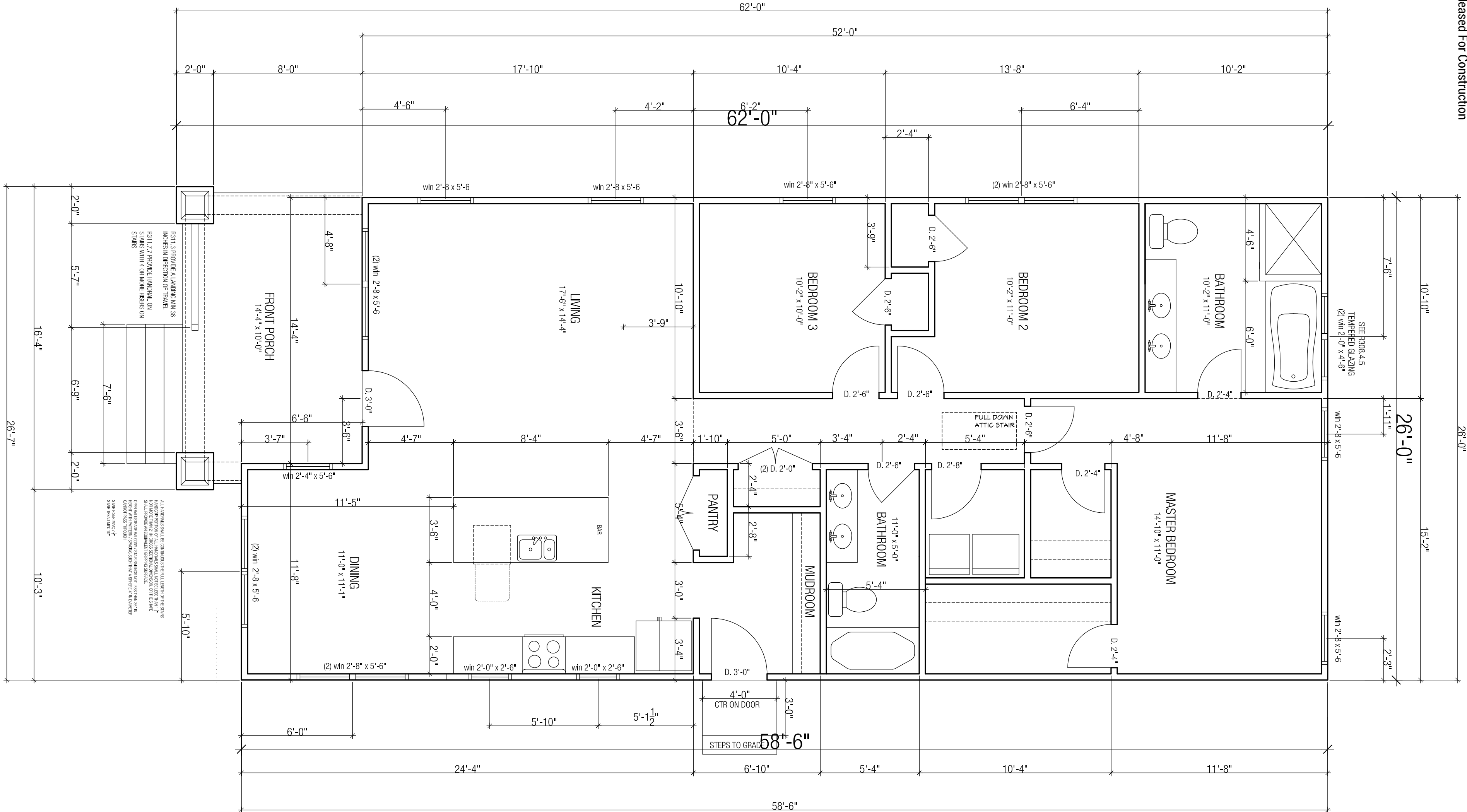
A. PROVIDE INSULATION BAFFILES AT EAVE VENTS BETWEEN RAFTERS / TRUSSES

- B. RIDGES, VALLEYS AND HIP MEMBERS SHALL BE FULL VERTICAL DEPTH OF FORMING MEMBERS.
- C. FINISH TO 260 CONTINUOUS AT 45° C. (UNLESS ROOF IS TRUSSED).
- D. FINISH TO CONTINUOUS 260 PARALLEL AND SPAN OF PARTIES, SPACE AT 8'-0" MAX. (UNLESS ROOF IS TRUSSED)
- E. FINISH TO 260 STRIPS AT 45° C. FROM PARALLEL TO BEARING WALLS AT 45° MINIMUM PITCH. (UNLESS ROOF IS TRUSSED)
- F. GUTTERS SHALL BE MOUNTED 2'-3/4" ABOVE WORKING OF SPACES. GUTTERS SHALL BE MOUNTED AT 30°.


$$3/4"=1'-0"$$

EGRESS

1. ALL ROOMS TO BE USED FOR SLEEPING, REPOSSES & OPENINGS WITH HABITABLE SPACE REQUIRE ELEVATION & RESCUE APERTURES COMING WITH HC SEC 831.01.
2. AT LEAST ONE DOOR SHALL MEET EGRESS REQ. RC 831.1, COMING WITH HC SEC 831.01.
3. DOOR SHALL BE 30" MIN. CLEARANCE WITH 32" (32" x 81") MIN. CLEAR WIDTH WHEN MEASURED BY THE FACE OF THE DOOR & THE STOP. W/ DOOR AT 90 DEGREES IS 3' 0" MIN. CLEAR HEIGHT OF DOOR MUST NOT BE < 7' 0" (7' 0" MIN.) MEASURED FROM TOP OF THRESHOLD TO BOTTOM OF STOP.
- WINDOW REQUIREMENTS:**
1. MINIMUM 7' 0" ST. MIN. CLEAR ELEVATION ABOVE, EXCEPT SPACE ABOVE FLOOR FINISHES PERMIT 10" MIN. 5' 0" ST. OPERABLE AREA.
2. MINIMUM 24" NET CLEAR OPERABLE WIDTH.
3. MINIMUM 20" NET CLEAR OPERABLE HEIGHT.
4. SLT. HEIGHT SHALL NOT BE MORE THAN 44" ABOVE THE FLOOR.
5. OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE.
- MINIMUM ROOM AREA & CEILING HEIGHT:**
1. HABITABLE ROOMS PER RC SEC 830 FOR FLOOR AREA.
2. HABITABLE ROOMS PER RC SEC 830 FOR CEILING HEIGHT.
3. SECOND TO FOURTH FLOORS, BEDROOMS & BATHROOMS TO MEET ROOM EXCEPTIONS (1) AND (2) FOR SLOPED CEILINGS.
- STAIRS:**
1. STAIRWAYS & STAIRWAY LANDINGS, HANDRAILS & ILLUMINATION SHALL COMPLY WITH IRC SEC 831.1, BARBERS PER RC SEC 831.2.
- MINIMUM REFRIG. REQUIREMENTS:**
1. REFRIG. & SOLID FUEL BURNING REFRIG. GAS INSTALLATION SHALL COMPLY WITH IRC SEC 830.1, BARBERS & SOLID FUEL BURNING REFRIG. AS TO BE INSTALLED ACCORDING TO MANUFACTURER'S INSTRUCTIONS.

 $1/4"=1'-0"$ 

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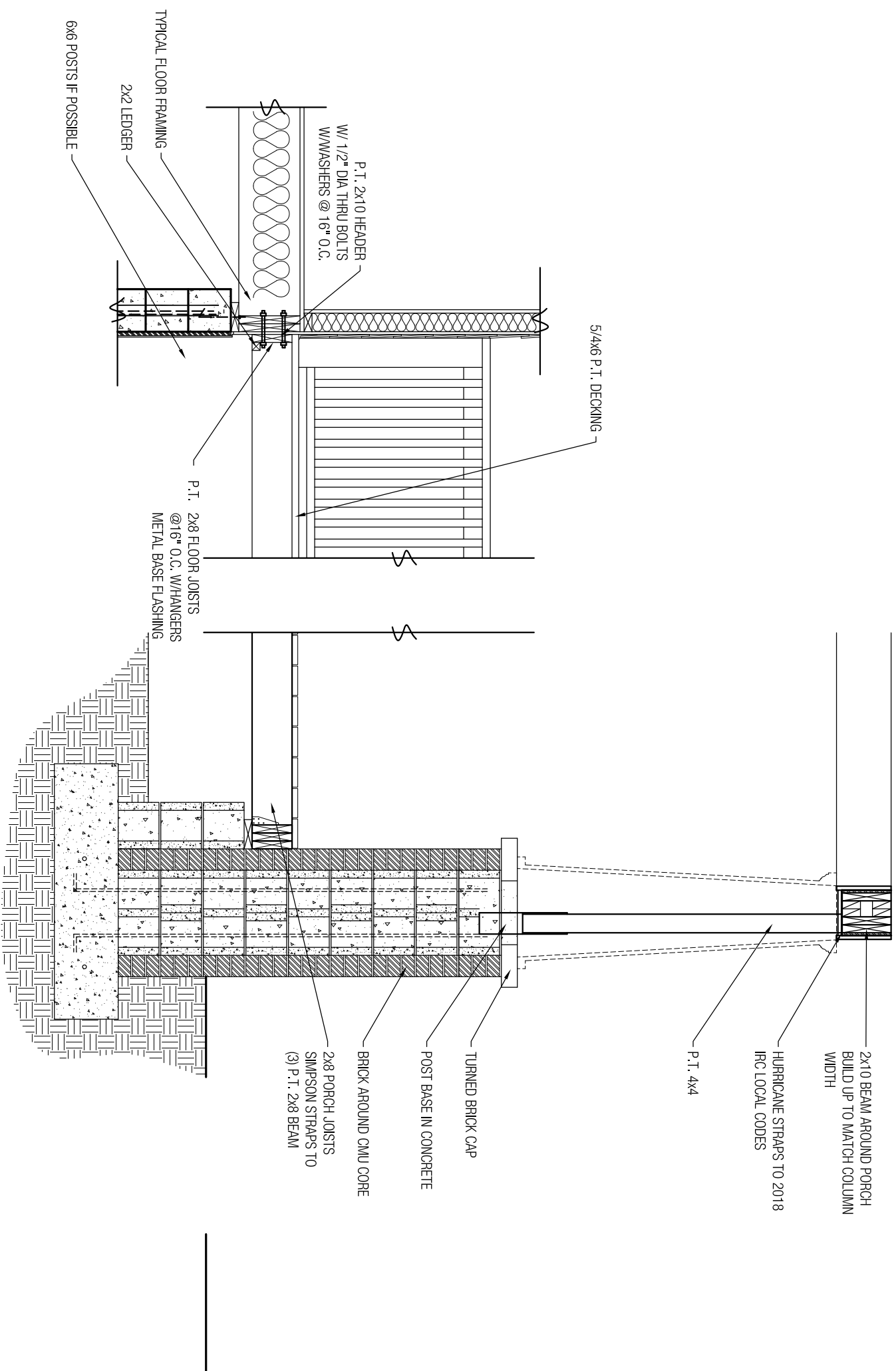
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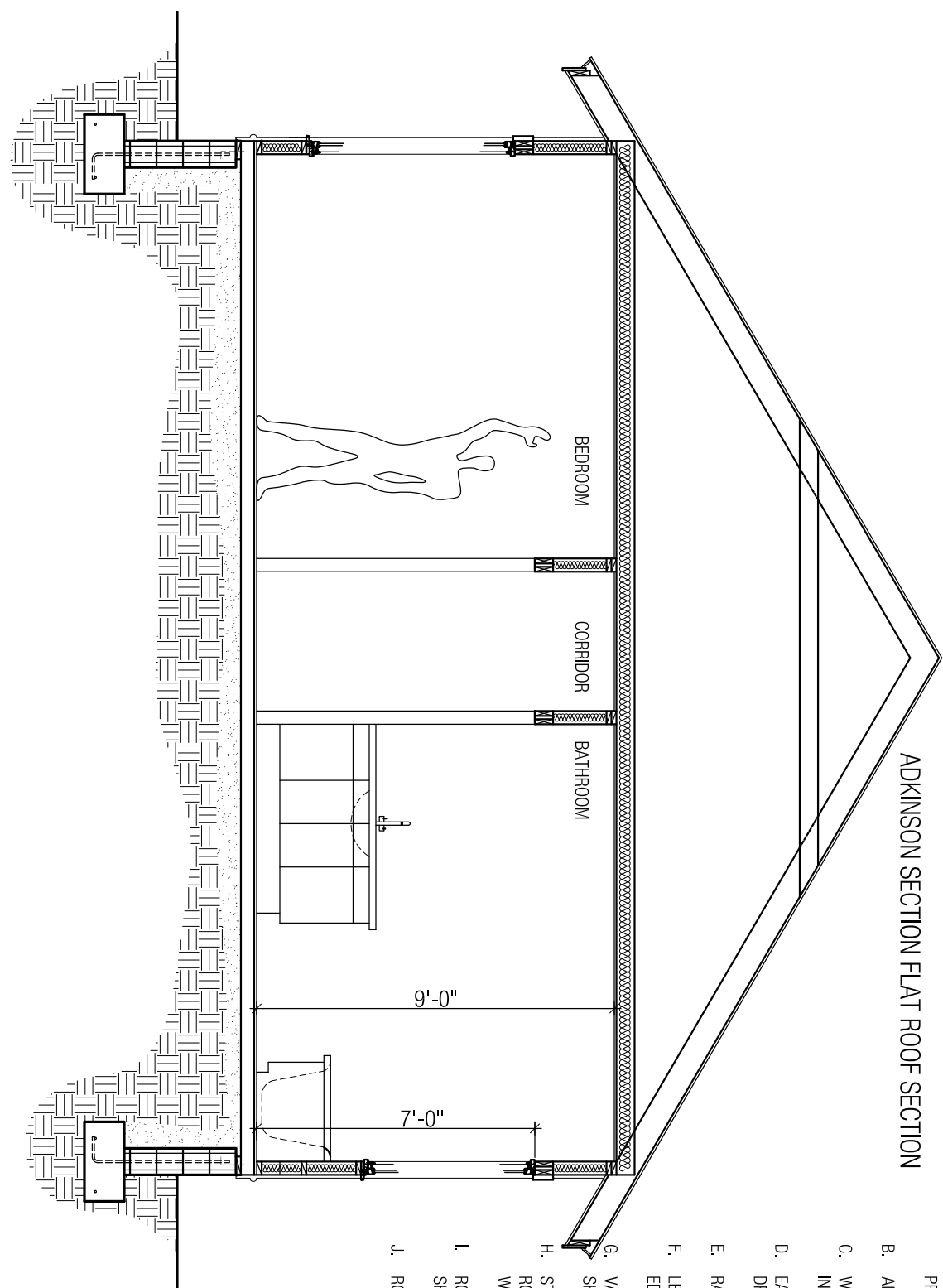
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SECTION NOTES

- A. PROVIDE INSULATION BATTES AT JAMB JOINTS BETWEEN RAFTERS, TRUSSES, RIDGES, VALLEYS AND HP MEMBERS SHALL BE FULL VERTICAL DEPTH OF FRAMING MEMBERS.
- B. PROVIDE 26 CAL PLAGATES AT 4" OC, (UNLESS ROOF IS TRUSSED).
- C. PROVIDE CONTINUOUS 2x6 RAFTERS AT MID-SPAN OF RAFTERS, SPACE AT 4'-6" MAX. (UNLESS ROOF IS TRUSSED)
- D. PROVIDE 2x4 STUDS AT 4' OC, FROM RAFTERS TO BEARING WALLS AT 4'-6" MINIMUM ANGLE. (UNLESS ROOF IS TRUSSED)
- E. HANDRAILS SHALL BE MOUNTED AT 32" - 36" ABOVE FINISH OF STAIRS.
- F. GROUNDING SHALL BE PROVIDED 3'-3'.

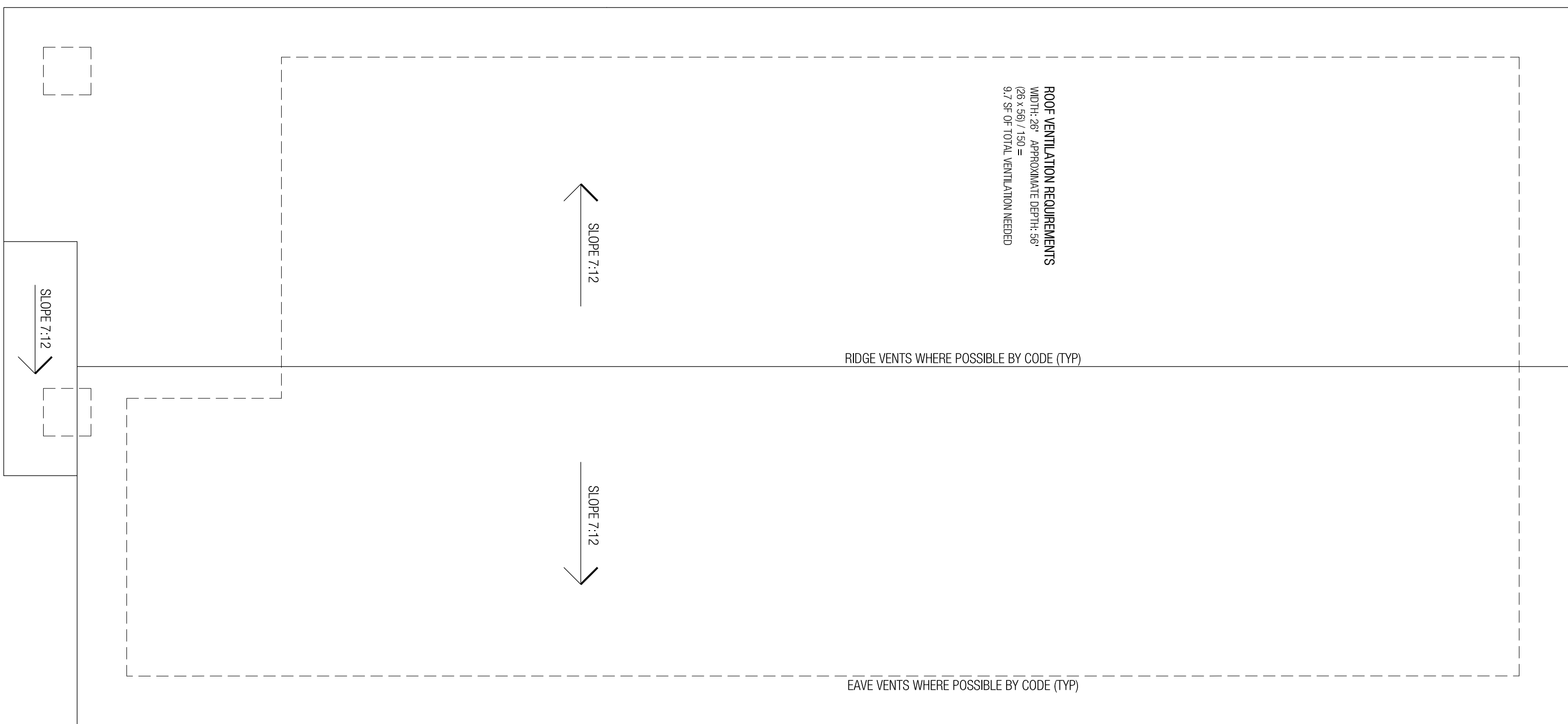
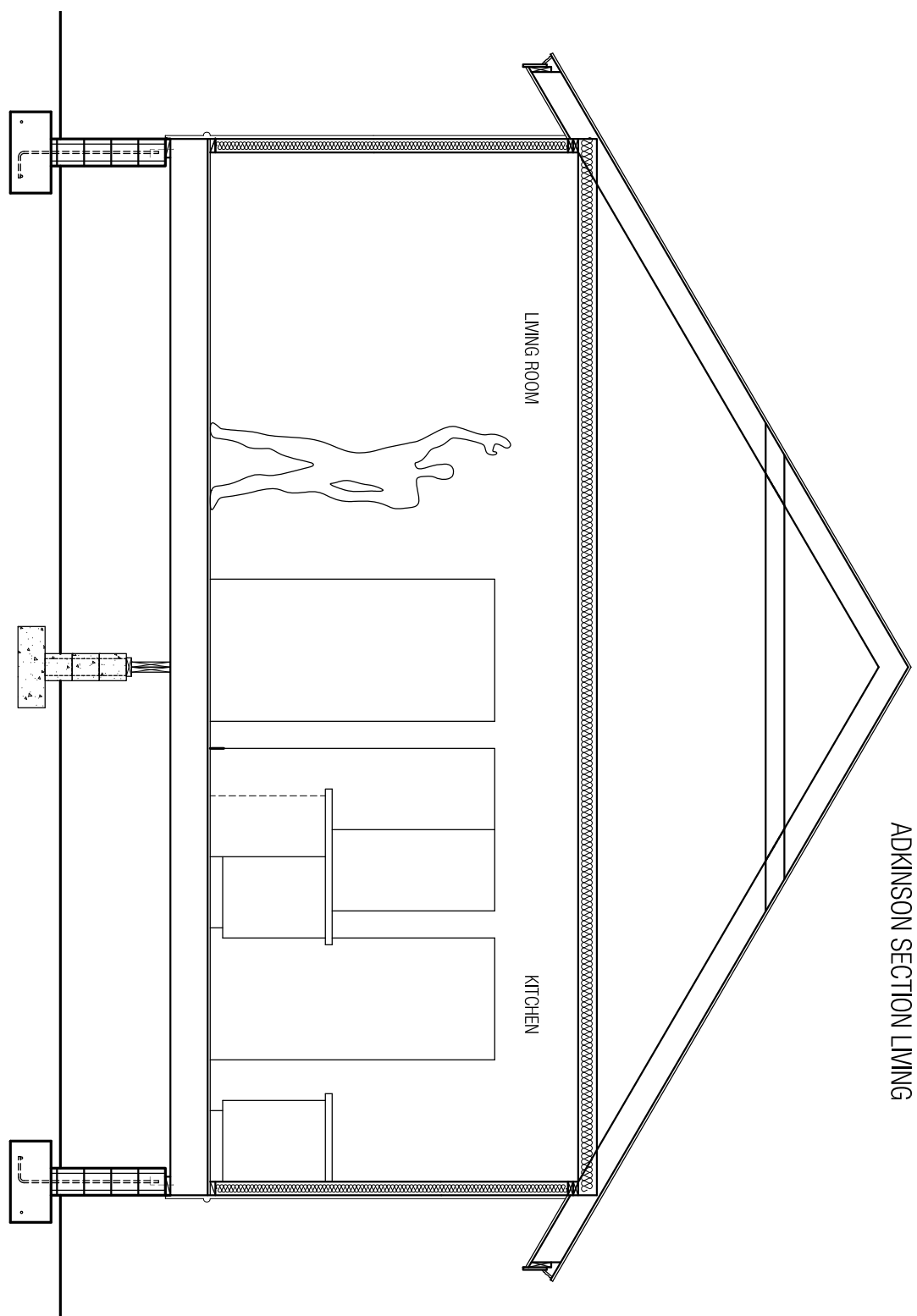
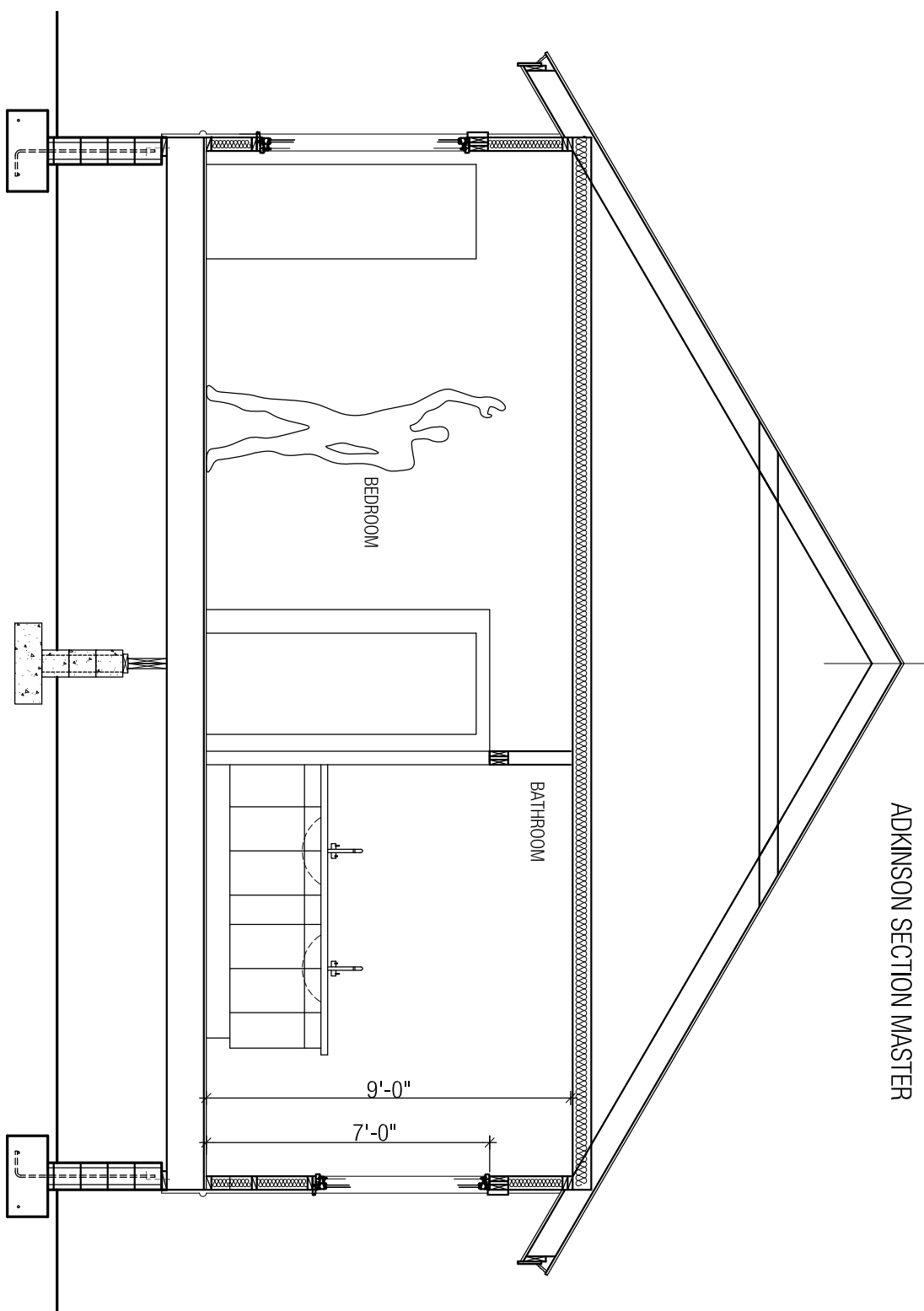


COLUMN AND PORCH CONNECTIONS

 $3/4"=1'-0"$ 

ROOFING, FLASHING, AND GUTTER NOTES

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ROOF PLAN

 $1/4"=1'-0"$

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Administrative Services Committee Meeting

Meeting Date: 04/25/2023

HCD_ Sand Hills Urban Development in Partnership with Vital Steps Funding Request

Department:	HCD
Presenter:	Hawthorne Welcher, Jr. and/or HCD Staff
Caption:	Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers.
Background:	<p>Housing and Community Development have paired Sand Hills Urban Development and Vital Steps together to provide guidance and techniques of development via utilizing HOME funds. Vital Steps is a new developer with interest in developing affordable housing in the Sand Hills area. Sand Hills Urban Development has worked with Housing and Community Development for many years and has proven the ability to develop affordable housing in accordance to Augusta, Georgia and federal rules and regulation. To kick-off this partnership, HCD is requesting to provide HOME funds to assist in constructing two single family units:</p> <p>Sand Hills and Vital Steps are requesting:</p> <ul style="list-style-type: none"> • 528 First Avenue, Augusta, GA 30901: Funding Request: \$ 204,000.00 • 534 First Avenue, Augusta, GA 30901: Funding Request: \$ 204,000.00 <p>The funding request is to assist with the cost associated with the construction of two (2) single family affordable units.</p>
Analysis:	Approval of the contract will allow the partnership to construct (2) single family units in the Sand Hills area to aid in the fight of blight.

Financial Impact:

HCD will utilize Home Investment Partnership (HOME) received through annual allocation from Housing and Urban Development in the amount of \$ 408,000.00 to assist in the construction of two single family affordable housing units.

Alternatives:

Do not approve HCD's Request.

Recommendation:

Motion to approve Housing and Community Development Department's (HCD's) request to provide funding to Sand Hills Urban Development in partnership to assist Vital Steps in becoming a developer for the Sand Hills Area and support the construction of two (2) single family units to be sold to low income homebuyers.

Funds are available in the following accounts:

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

REVIEWED AND APPROVED BY:

Procurement
Finance
Law
Administrator
Clerk of Commission

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.**In Partnership with****VITAL STEPS DEVELOPMENT CORPORATION**

In the amount of

\$ 204,000.00**Two Hundred Four Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“528 First Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2023 (“*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 Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) 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, Sand Hills Urban Development, Inc. and Vital Steps Development Corporation will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through

eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills Urban Development, Inc. 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, Sand Hills has been selected and approved to partner with Vital Steps Development Corporation as development partners to assist in the development of the First Avenue area. Sand Hills serves as lead developer.

WHEREAS, Sand Hills Urban Development, Inc. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 204,000.00 in HOME funds to perform eligible activities as described in Article I below and all funds will be made available to Sand Hills Urban Development;

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

Sand Hills Urban Development and Vital Steps agrees to utilize approved HOME funds to support project related costs associated with property located at 528 First Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will serve as a developer and provide CHDO activities*
- iii. Will participate in bi-weekly construction meetings.*
- iv. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- v. All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, SHUD and Vital Steps 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 Sand Hills Urban Development, Inc. and Vital Steps Development 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 \$ **182,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 528 First Avenue in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 528 First Avenue, Augusta, Georgia 30909

b. **Land Acquisition**

An amount not to exceed \$ **12,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for the acquisition of land for development only.

c. **Construction Contingency**

An amount not to exceed \$ 10,000.00 in a HOME/GRI funds shall be expended by Sand Hills Development and Vital Steps Development Corporation from Year 2023 HOME Programs for unforeseen or unexpected construction costs as related to the development of one (1) single family unit on First Avenue in the Sand Hills Community. Funding will be used only if determined to be needed to complete construction.

Initial: _____

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

Sand Hills Urban Development, Inc. shall conduct project development activities and related services in its project area known as Hill Terrace that incorporates the following boundaries: Wrightsboro Road on the North, Bobby Jones Expressway to the West, Washington Road on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

e. **Project Eligibility Determination**

It has been determined that the use of HOME Program funds by Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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. SHUD will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. will carry out this project with implementation oversight provided by HCD. Sand Hills Urban Development, Inc. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., 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: **\$204,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Sand Hills Urban Development, Inc. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Sand Hills Urban Development, Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Sand Hills Urban Development, Inc. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.

- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on an as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund hundred percent (100%) of the total construction costs in the amount of \$204,000.00 of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **204,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 528 First Avenue sales for \$195,000; SHUD retains \$9,750.00 (5%); Vital Steps retains 39,000.00 (20%) and pays HCD \$ 146,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

Sand Hills Urban Development, Inc. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills Urban Development, Inc. 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. *Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than **\$ 204,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.

2. Sand Hills Urban Development, Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 182,000.00
Land Acquisition	12,000.00
Construction Contingency	10,000.00

TOTAL HOME PROJECT COST: \$ 204,000.00 *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 Sand Hills Urban Development, Inc. (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 Sand Hills Urban Development, Inc. or any contractor/subcontractor hereunder. All payments to Sand Hills Urban Development, Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Sand Hills Urban Development, Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills Urban Development, Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
- a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

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

- a. Maximum acquisition prices [24 CFR 92.205A.2]

- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

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

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records,

and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting

- and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
 - d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. and Vital Steps 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 Sand Hills Urban Development, Inc. and/or Vital Steps. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.. In such instances, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc..

- 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

Sand Hills Urban Development, Inc. and Vital Steps 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 Sand Hills Urban Development, Inc. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Sand Hills Urban Development, Inc. and Vital Steps 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 Sand Hills Urban Development, Inc. 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: Sand Hills Urban Development, Inc. and Vital Steps 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, Sand Hills Urban Development, Inc.

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

Sand Hills Urban Development, Inc. and Vital Steps 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), Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps 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. Sand Hills Urban Development, Inc. and Vital Steps will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills Urban Development, Inc.; 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

Sand Hills Urban Development, Inc. and Vital Steps 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, Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps 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, Sand Hills Urban Development, Inc. and Vital Steps, 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Sand Hills Urban Development, Inc. and Vital Steps 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. Sand Hills Urban Development, Inc. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc., Vital Steps and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Sand Hills Urban Development, Inc. and Vital Steps 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. Sand Hills Urban Development, Inc. will not discriminate against any person applying for shelter on the basis of religion. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Sand Hills Urban Development, Inc. cures any breach of the contract. If Sand Hills Urban Development, Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 30911

With copies to:

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

Sand Hills Urban Development, Inc. will receive all notices at the address indicated below:

Sand Hills U Sand Hills Urban Development, Inc.
 3062 Damascus Road, Suite 10
 Augusta, Georgia 30909

Vital Steps Development Corporation, Inc. will receive all notices at the address indicated below:

Vital Steps Development Corporation
 2573 Wheeler Road
 Augusta, Georgia 30904

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

ARTICLE XII. INDEMNIFICATION

Sand Hills Urban Development, Inc. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. SHUD 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.

(Grantee)

BY: _____
Its: _____ Date

Vital Steps Development Corporation

(Grantee)

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Sand Hills Urban Development, Inc. 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. *Sand Hills Urban Development, Inc. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$204,000.00** in Year 2023 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Sand Hills Urban Development, Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Sand Hills Urban Development, Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Sand Hills Urban Development, Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

SAND HILLS URBAN DEVELOPMENT, INC. 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.

CONTRACT

Between

AUGUSTA, GEORGIA

And

SAND HILL URBAN DEVELOPMENT, INC.**In Partnership with****VITAL STEPS DEVELOPMENT CORPORATION**

In the amount of

\$ 204,000.00**Two Hundred Four Thousand Dollars & 00/100**For Fiscal Year **2023**

Providing Funding From

HOME INVESTMENT PARTNERSHIPS PROGRAM***“534 First Avenue – Single Family”***

THIS AGREEMENT (“*Contract*”), is made and entered into as of the ____ day of ____, 2023 (“*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 Sand Hills Urban Development, Inc., a developer, organized pursuant to the Laws of the State of Georgia (hereinafter called “*SHUD*”) 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, Sand Hills Urban Development, Inc. and Vital Steps Development Corporation will be involved in HOME eligible activities; and

WHEREAS, Augusta wishes to increase homeownership opportunities and preserve and increase the supply of affordable housing for HOME Program eligible low and moderate income families through

eligible uses of its HOME Program grant funds, as described in the Augusta-Richmond County Consolidated Plan 2020-2024; and the Year 2023 Annual Action Plan; and

WHEREAS, Augusta wishes to enter into a contractual agreement with Sand Hills Urban Development, Inc. 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, Sand Hills has been selected and approved to partner with Vital Steps Development Corporation as development partners to assist in the development of the First Avenue area. Sand Hills serves as lead developer.

WHEREAS, Sand Hills Urban Development, Inc. has agreed to provide services funded through this contract free from political activities, religious influences, or requirements; and

WHEREAS, Sand Hills Urban Development, Inc. has requested, and Augusta has approved a total of \$ 204,000.00 in HOME funds to perform eligible activities as described in Article I below and all funds will be made available to Sand Hills Urban Development;

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

Sand Hills Urban Development and Vital Steps agrees to utilize approved HOME funds to support project related costs associated with property located at 528 First Street, one (1) single family unit to be construct and sold to an eligible low-income buyer. This project is an affordable housing effort which involves development and construction. Under this agreement:

- i. Perform new construction services for a single family unit.*
- ii. Will serve as a developer and provide CHDO activities*
- iii. Will participate in bi-weekly construction meetings.*
- iv. Perform all required and requested marketing and advertising activities; in accordance with “Fair Housing” regulations*
- v. All projects are to possess the following components:*
 - 1. Evidence of additional financing resources “Leveraging”
 - 2. Evidence of Site Control
 - 3. At the time of sales, evidence that a qualified homebuyer has been identified, received and completed a comprehensive home buying education course(s) and pre-purchase housing counseling program, prior to the completion of the assigned home.
 - 4. If at the time of construction, there is no approved homebuyer, SHUD and Vital Steps 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 Sand Hills Urban Development, Inc. and Vital Steps Development 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 \$ **182,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2021 HOME Program funds for construction costs related to the development of one (1)) single family unit at 534 First Avenue in the Hill Terrace Community. The design and specifications must be approved by HCD prior to construction (Exhibit A). Funds will be used to assist with the cost of all construction related fees. Sales price will be determined by an as built appraisal as submitted by SHUD. This unit will be constructed by Sand Hills and made available for purchase by HOME Program eligible low and moderate income homebuyers.

The address for this project is:

i. 534 First Avenue, Augusta, Georgia 30909

b. Land Acquisition

An amount not to exceed \$ **12,000.00** in a HOME funds shall be expended by Sand Hills Urban Development, Inc. from Year 2023 HOME Program funds for the acquisition of land for development only.

c. Construction Contingency

An amount not to exceed \$ 10,000.00 in a HOME/GRI funds shall be expended by Sand Hills Development and Vital Steps Development Corporation from Year 2023 HOME Programs for unforeseen or unexpected construction costs as related to the development of one (1) single family unit on First Avenue in the Sand Hills Community. Funding will be used only if determined to be needed to complete construction.

Initial: _____

d. Program Location and Specific Goals to be Achieved

Sand Hills Urban Development, Inc. shall conduct project development activities and related services in its project area known as Hill Terrace that incorporates the following boundaries: Wrightsboro Road on the North, Bobby Jones Expressway to the West, Washington Road on the South and Walton Way on the East and its designated geographic boundaries approved by AHCD.

e. Project Eligibility Determination

It has been determined that the use of HOME Program funds by Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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. SHUD will comply with § 92.300(a)(1) & §92.300(a)(2)

ARTICLE II. BUDGET AND METHOD OF PAYMENT

Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. will carry out this project with implementation oversight provided by HCD. Sand Hills Urban Development, Inc. agrees to perform the required services under the general coordination of HCD. In addition, and upon approval by Augusta, Sand Hills Urban Development, Inc., 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: **\$204,000.00** loan under this agreement for project expenses incurred as outlined in ARTICLE I, Scope of Services, subject to Sand Hills Urban Development, Inc. compliance with all terms and conditions of this agreement and the procedures for documenting expenses and activities as set forth in ARTICLE V.

- a. The method of payment shall be on a reimbursement basis. The Reimbursement Form can find in Appendix B. For invoicing, Sand Hills Urban Development, Inc. will include documentation showing proof of payment in the form of a cancelled check attached with its respective invoice and completed reimbursement form that includes amount requested, amount remaining and specific line-item names that relate to the contract budget found in Appendix A.
- b. HCD will monitor the progress of the project and Sand Hills Urban Development, Inc. performance on a weekly basis with regards to the production and overall effectiveness of the project.
- c. Sand Hills Urban Development, Inc. and contractor will participate in bi-weekly construction meetings as set by HCD.
- d. Upon the termination of this agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty (30) days thereafter.
- e. Funds may not be transferred from line item to line item in the project budget without prior written approval of Augusta thru HCD.
- f. The use of funds described in this agreement is subject to the written approval of the U. S. Department of Housing and Urban Development.

- g. This Agreement is based upon the availability of HOME Program funds. Funds may be requested on an as needed basis but not more than once a week.

Initial: _____

B. Project Financing

HCD will fund hundred percent (100%) of the total construction costs in the amount of \$204,000.00 of this single project and seeks to provide Sand Hills Urban Development, Inc. with the necessary HOME Agreement.

The Augusta Housing and Community Development Department (AHCD) will fund no more than \$ **204,000.00** of the total development costs of a single project, and seeks to provide potential homebuyer with the necessary HOME funding upon receipt of the preliminary closing documents.

HCD will place a lien on the property to ensure proper proceeds are received at the sale of the property.

HCD agrees to allow SHUD to retain 25% of sales proceeds to further future HOME development. (Example: 534 First Avenue sales for \$195,000; SHUD retains \$9,750.00 (5%); Vital Steps retains 39,000.00 (20%) and pays HCD \$ 146,250.00)

Initial: _____

C. Timetable for Completion of Project Activities

Sand Hills Urban Development, Inc. shall obligate the designated HOME Program funds within five months of the date of execution of this Agreement. Based on the budget outlined in D below, Sand Hills Urban Development, Inc. 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. *Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. shall be paid a total consideration of no more than **\$ 204,000.00** for full performance of the services specified under this Agreement. Any cost above this amount shall be the sole responsibility of Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.

2. Sand Hills Urban Development, Inc. shall adhere to the following budget in the performance of this contract:

Construction	\$ 182,000.00
Land Acquisition	12,000.00
Construction Contingency	10,000.00

TOTAL HOME PROJECT COST: \$ 204,000.00 *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 Sand Hills Urban Development, Inc. (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 Sand Hills Urban Development, Inc. or any contractor/subcontractor hereunder. All payments to Sand Hills Urban Development, Inc. by Augusta will be made on a per performance request through the AIA Document.
- B. Sand Hills Urban Development, Inc. shall maintain a separate account and accounting process for HOME funding sources.
- C. Sand Hills Urban Development, Inc. shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- D. Subject to Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc..

Initial: _____

ARTICLE VI. REPAYMENT/PROGRAM INCOME

- A. Augusta will be responsible for monitoring the reuse of the proceeds.
- B. Any real property under Sand Hills control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 must either:
- a. Be used to meet one of the national objectives in 24 CFR 570.208 for at least five years after the expiration of this Agreement; or
 - b. Be disposed of in a manner that results in Augusta being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.
- C. Any HOME funds invested in housing that does not meet the affordability requirements for the period specified in §92.252 or §92.254, as applicable, must be repaid by Sand Hills.
- D. Any HOME funds invested in a project that is terminated before completion, either voluntarily or otherwise, must be repaid by Sand Hills.
- E. If Sand Hills is found to be in non-compliance with the HOME Program laws and regulations as described in 24 CFR Part 92, the organization will be required to reimburse Augusta for the funding associated with the noncompliance issues.

ARTICLE VII. RECORD KEEPING, REPORTING AND MONITORING REQUIREMENTS

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

- a. Maximum acquisition prices [24 CFR 92.205A.2]

- b. Maximum per unit HOME Program subsidy amount [Section 221(d)(3)]
- c. Combined affordability of assisted units
- d. Income eligibility of assisted unites
- e. Inspection of the homebuyer units to comply with HUD required Property Standards
- f. Acquisition, Displacement and Relocation Requirements [24 CFR 92.353]
- g. Environmental Review
- h. Lead-based Paint Abatement
- i. Property Value [Section 203(b) Limits]

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

Sand Hills shall prepare and submit reports relative to this project to Augusta at Augusta's request. Augusta shall supply Sand Hills with the following report forms and require the same to be completed as requested by Augusta: "Monthly Services", "Quarterly Progress", "Quarterly Financial" and "Annual Report". Further explanation and report due dates are found in Appendix B below.

Sand Hills shall maintain books and records in accordance with generally accepted accounting principles. Documents shall be maintained in accordance with practices that sufficiently and properly reflect all expenditure of funds provided by Augusta under this Agreement.

Sand Hills shall make all records for this project available to Augusta, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives for the purpose of making audits, examinations, excerpts and transcriptions.

In compliance with OMB Circular A-110 regarding retention and custodial requirements for records, Sand Hills shall maintain financial records, supporting documents, statistical records,

and all other records pertinent to this Agreement for a period of three years, with the following qualifications:

- a. If any litigation, claim or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- b. Records for non-spendable personal property acquired with HOME grant funds shall be retained for three years after its final disposition. Non-expendable personal property means tangible personal property having a useful life of more than one year and an acquisition cost of \$300 or more per unit.

In connection with the expenditure of federal funds, Sand Hills shall provide to Augusta and organization – wide audited financial statement consisting of a balance sheet, income statement and a statement of changes in its financial position. All documents shall be prepared by certified public accountant. Such financial disclosure information shall be filed with Augusta within one hundred fifty (150) calendar days after the close of Sand Hill's fiscal year. Sand Hills is responsible for any cost associated with the audit. Failure to comply may result in the reallocation of funding and termination of the contract. Sand Hills shall supply, up on request, documentation maintained in accordance with practices which sufficiently and properly reflect all expenditures of funds provided by Augusta under this Agreement.

Open Records Disclosure: Sand Hills' records related to this Agreement and the services to be provided under the agreement may be a public record subject to Georgia's Open Records Act (O.C.G.A. §50-18-70). Sand Hills agrees to comply with the Open Records Act should a request be submitted to it. Further, Sand Hills agrees to comply with the provision of the Open Meetings Law and the following compliance measures will be taken:

- a. Sand Hills will provide notice to the Augusta Chronicle and the Augusta Focus or the Metro Courier of its regular board meeting schedule and of any special called meetings except emergency meetings;
- b. Sand Hills will post notices of its meetings in a public place at the meeting sites and it will keep a written agenda, minutes, attendance, and voting record for each meeting

- and make the same available for inspections by the press, the public and the Grantee, subject to the provision of the Open Meetings Law.
- c. The press, public, and the Grantee shall not be denied admittance to Sand Hills' board meetings, except for such portions of the meeting as may be closed pursuant to the Open Meetings Law.
 - d. Sand Hills shall provide the Grantee a tentative annual schedule of the Board of Director's meetings. Publications and minutes of each meeting shall be submitted to Grantee within 30 days after each meeting.

ARTICLE VIII ADMINISTRATIVE REQUIREMENTS

A. Conflict of Interest

Sand Hills Urban Development, Inc. and Vital Steps 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 Sand Hills Urban Development, Inc. and/or Vital Steps. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc.. In such instances, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc..

- 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

Sand Hills Urban Development, Inc. and Vital Steps 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 Sand Hills Urban Development, Inc. publications and/or advertisements. (24 CFR 570.601).

Non-Discrimination and Accessibility

Sand Hills Urban Development, Inc. and Vital Steps 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 Sand Hills Urban Development, Inc. 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: Sand Hills Urban Development, Inc. and Vital Steps 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, Sand Hills Urban Development, Inc.

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

Sand Hills Urban Development, Inc. and Vital Steps 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), Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps 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. Sand Hills Urban Development, Inc. and Vital Steps will in all solicitations or advertisements for employees placed by or on behalf of Sand Hills Urban Development, Inc.; 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

Sand Hills Urban Development, Inc. and Vital Steps 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, Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps 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, Sand Hills Urban Development, Inc. and Vital Steps, 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. shall obligate and expend its funds as designated under ARTICLE II. (B).

O. Compliance with Laws and Permits

Sand Hills Urban Development, Inc. and Vital Steps 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. Sand Hills Urban Development, Inc. agrees to obtain all necessary permits for intended improvements or activities.

P. Assignment of Contract

Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps 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

Sand Hills Urban Development, Inc. and Vital Steps will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc., Vital Steps and managing agent shall adopt the affirmative marketing procedures and requirements as specified in the HOME Final Rule 92.351.

T. Religious Influence

Sand Hills Urban Development, Inc. and Vital Steps 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. Sand Hills Urban Development, Inc. will not discriminate against any person applying for shelter on the basis of religion. Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE I, Scope of Services, Augusta may withhold cash payments until Sand Hills Urban Development, Inc. cures any breach of the contract. If Sand Hills Urban Development, Inc. fails to cure the breach, Augusta may suspend or terminate the current award of HOME funds for Wheeler Road project.
- B. Notwithstanding the above, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 30911

With copies to:

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

Sand Hills Urban Development, Inc. will receive all notices at the address indicated below:

Sand Hills U Sand Hills Urban Development, Inc.
3062 Damascus Road, Suite 10
Augusta, Georgia 30909

Vital Steps Development Corporation, Inc. will receive all notices at the address indicated below:

Vital Steps Development Corporation
2573 Wheeler Road
Augusta, Georgia 30904

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

ARTICLE XII. INDEMNIFICATION

Sand Hills Urban Development, Inc. will at all times hereafter indemnify and hold harmless Augusta, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs, attorney fees and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Contract. By execution of this agreement, Sand Hills Urban Development, Inc. 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

Sand Hills Urban Development, Inc. 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. handling or charged with the responsibility for handling funds and property pursuant to this contract. SHUD 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, Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. 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 Sand Hills Urban Development, Inc. beyond the term of this Contract.

ARTICLE XV. LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVI. ANTI-LOBBYING

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

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

ARTICLE XVII. COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA

(Augusta)

Approved as to form: _____
Augusta, GA Law Department

Date: _____

By: _____
Garnett L. Johnson
As its Mayor

Date: _____

By: _____
Takiyah A. Douse
As its Interim Administrator

Date: _____

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

Date: _____

SEAL

Lena Bonner
As its Clerk

ATTEST:

Sand Hills Urban Development, Inc.

(Grantee)

BY: _____
Its: _____ Date

Vital Steps Development Corporation

(Grantee)

Plain Witness Date

BY: _____
Its: _____ Date

APPENDIX A

Statutes:

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

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Uniform Relocation Assistance and Real Property Acquisition Policies Act

Lead Based Paint Poisoning Prevention Act

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

Augusta-Richmond County Procurement Policy

Conflict of Interest Affidavit

Forms:

AIA Construction Document

Contract and Subcontract Activity Report

Monthly Report

Quarterly Report

Annual Report

APPENDIX B

REPORTING REQUIREMENTS

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

1. *Monthly/Quarterly Progress & Financial Reports
Due the 15th of the month for each new quarter.*
2. *Annual Progress Report (January 16th)*
3. *Audit/Financial Report by April 30th*
4. *Contract & Subcontract Activity Report Due with each Request for Payment*
5. *Grantee shall maintain files on each person assisted. Each file shall contain, but is not restricted to, income data and verification for each person assisted; Rental housing application, worker order requests, inspection reports, payment history, pest control log, violation report; and any other document that will provide proof of needed service(s) and subsequent provision of such service(s) as allowed under this contract.*
6. *Sand Hills Urban Development, Inc. 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. *Sand Hills Urban Development, Inc. shall keep up-to-date records based on census data, applications, and surveys about community residents, applicants, residents of the project, and records about tenant selection or rejection.*

APPENDIX C

CONSTRUCTION REQUIREMENTS

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

4. **Change Orders:** Change orders are a part of doing business in but will be managed by written request to HCD for approval. No one can give a verbal change order on site. Documentation must be submitted and approved by Program Manager and Director of HCD.
5. Retainage for 10% of each draw will be withheld until all the work is complete.
6. **Property Standards:** 92.251(a)(1) requires new construction projects to meet State and local codes, ordinances, and zoning requirements. In the absence of an applicable State or local code for new construction, HOME-assisted projects must meet the International Code Council's (ICC's) International Residential Code or International Building Code, whichever is applicable to the type of housing being developed.

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

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

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

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

EXHIBIT “A”

PROJECT DEVELOPMENT AND MANAGEMENT PROCEDURES

1. Augusta through the Housing and Community Development Department agrees to provide up to **\$204,000.00** in Year 2023 HOME Investment Partnerships Funds to Sand Hills Urban Development, Inc.. These funds will support new construction with the production of approximately one single-family affordable unit.
2. HCD must review and approve all residential design plans, project specifications and total development cost for each residential development project before work is commenced and before funds can be released for payment reimbursement. Construction payments will be released to Sand Hills Urban Development, Inc. in accordance with the attached drawdown schedule and budget.
3. With HCD approval, Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. 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. Sand Hills Urban Development, Inc. must make sure contractor obtains and posts all permits on job site. Prior to releasing final payment on each unit, Sand Hills Urban Development, Inc. must also secure a Certificate of Occupancy from the contractor that has been issued by the Department of Licenses and Inspection.
- d. Sand Hills Urban Development, Inc. must collect from the contractor a copy of the construction supply invoice and submit to HCD at time of Notice to Proceed.
- e. Sand Hills Urban Development, Inc. must collect progress and final lien releases from the contractor, subcontractors, and material suppliers prior to making a payment to a contractor.
- f. HCD may continually inspect each unit for contract compliance and to determine the percent of completion prior to processing a draw request and releasing payment. HCD may elect to make up to five (5) payments per unit. HCD may choose not to release payments if the work being performed is not of acceptable quality to HCD and if the unit is not being built or rehabilitated in accordance with plans and specifications, or if project is not on schedule.

EXHIBIT "B"

PROJECT SCHEDULE OF COMPLETION

SAND HILLS URBAN DEVELOPMENT, INC. 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.

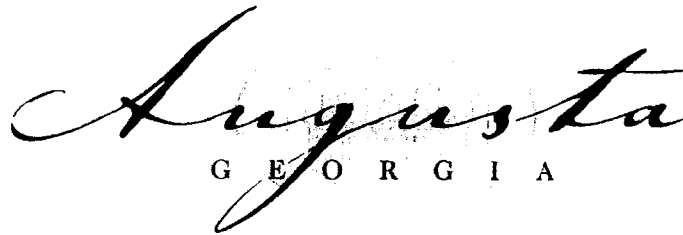


Administrative Services Committee

April 25, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Administrative Services Committee held on April 11, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**ADMINISTRATIVE SERVICES COMMITTEE MEETING MINUTES**

Commission Chamber
Tuesday, April 11, 2023
1:10 PM

ADMINISTRATIVE SERVICES**PRESENT**

Mayor Garnett Johnson
Commissioner Francine Scott
Commissioner Tony Lewis
Commissioner Sean Frantom

ABSENT

Commissioner Jordan Johnson

1. Motion to approve the minutes of the Administrative Services Committee held on March 14, 2023.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

2. Receive as information the emergency request for the replacement of a hot water holding tank at Charles B. Webster Detention Center in the amount of \$28,850.00 by Coleman Construction, Inc.

Motion to approve receiving this item as information.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

3. Request to approve submission of the FY2023 Annual Action Plans, representing \$4,095,358 in investment in the housing and service needs of low and moderate income residents of Augusta, and grant the authority for the Mayor to execute the necessary documents required to be included with this submission.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

4. Motion to approve HCD's request to resume the farmers' markets in partnership with the American Heart Association and Augusta Locally Grown, in the LW/B area.

Motion to approve.

Motion made by Frantom, Seconded by Scott.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

5. Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Sand Hills Urban Development to develop a single family unit for low to moderate income family.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

6. Motion to approve Housing and Community Development Department's (HCD's) request to provide one (1) HOME funding agreement to Antioch Ministries, Inc. to develop a single family unit for a low to moderate income homebuyer.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

7. Motion to approve quantity (1) Lead Hazard Reduction Projects. RFQ 22-188

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

8. Approve a change order of purchase order (440254) for the additional coating of shower door frames at Charles B. Webster Detention Center - A, B, C and E Pods in the amount of \$21,600.00 to Tri Solutions, Inc.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

9. Approve a change order of purchase order (440253) for monetary deduction of eighteen (18) units of the Willo Wedge Locking System at Charles B. Webster Detention Center in the amount of (\$35,995.00) by Willo Products Company, Inc.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

10. Approve a change order of purchase order (23CSA032) for the change in scope of bollards height and duplex GFI receptacle in the amount of \$17,500.00 to JHC Corporation.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

11. Receive as information the emergency procurement of the Emergency Medical Dispatch protocol system for the 911 Emergency Services Department in the amount of \$127,204.00 from Priority Dispatch Corp.

Motion to approve receiving this item as information.

Motion made by Frantom, Seconded by Scott.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

12. Approve the motion for Augusta, Georgia to accept property as recorded in book 17 page 159, of Valencia Way, to become deeded to Augusta, Georgia and used as public right of way and for the road described as Valencia Way to become a public road to be maintained by Augusta, Georgia.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

13. Motion to approve Housing and Community Development Department's (HCD's) request to provide HOME Partnership Investment Program (HOME) Funding to contract with Laney Walker Development to develop new construction of five (5) single family unit.

Motion to approve.

Motion made by Lewis, Seconded by Frantom.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.

14. Motion to approve HCD's request to continue a partnership with Growing Augusta (GA) to continue a farmers' market within the South Augusta community.

Motion to approve.

Motion made by Frantom, Seconded by Scott.

Voting Yea: Scott, Lewis, Frantom

Motion carries 3-0.