



APPENDIX A

GEORGIA CASE STUDIES

	Program	Type	FUNDING			APPLICANT/PROPERTY PARAMETERS			PROGRAM PARAMETERS			
			Source	Amount	Terms	Applicant	Occupancy	Dwelling	Qualified Repair(s)	Maintenance Requirement	Ownership Requirement	Notes
MARIETTA	ELD Emergency Grant Program	Grant	CDBG	≤\$10,000	NA	50% AMI and 62+ Years or Disabled	Owner (≥3 prior)	SF	General	NA	NA	Loans and grant can be combined
	20-Year Forgivable Loan	Loan	CDBG	≤\$30,000	0% for 20 Years*	80% AMI	Owner (≥3 prior)	SF	General, Kitchen and Bath Appliances	NA	Per terms of loan	Loans and grant can be combined
	Lead/Asbestos 5-Year Forgivable Loan	Loan	CDBG	NA	0% for 5 Years	80% AMI	Owner (≥3 prior)	SF	Lead, Asbestos	NA	Per terms of loan	Must be combined with another loan or grant program
AUGUSTA	Conditional Deferred Payment Loan	Loan	CDBG	≤\$35,000	0%**	80% AMI	Owner	SF	General, Structural, Exterior	NA	Per terms of loan	NA
	Low Interest Rate Loan	Loan	CDBG	≤\$35,000	3% for 20 Years	80% AMI	Owner	SF	General, Structural, Exterior	NA	Per terms of loan	NA
	Emergency Grant	Grant	CDBG	≤\$7,500	NA	80% AMI	Owner	SF	General, Structural, Exterior	NA	Per terms of loan	Adds code deficiencies
FULTON COUNTY	Elderly Limited Repair Program	Grant	Local	≤\$5,000	NA	50% AMI and 62+ Years	Owner	SF	General, Accessibility	NA	3 Years	NA
	Minor Home Repair Program	Direct	General Funds	\$2,800-3,000	NA	55+ Years	Owner	SF	Systems, Accessibility, Weatherization, Landscaping	NA	NA	Designed to keep seniors in their homes.
	Homeowner Rehabilitation Program	Loan, Grant	CDBG, HOME			80% AMI or Disabled	Owner (≥1 prior)		Systems, Accessibility, Weatherization, Landscaping			NA

General repairs include improvements to the roof (including gutters), systems (e.g., HVAC, electrical, and plumbing), and windows and doors. It does not include structural or exterior improvements.

*If home ceases to be occupied by applicant or income-eligible heir during the term of the loan, the outstanding amount of the loan will be due and payable to the Marietta Community Development Division.

**The loan is collected in full at the time of transfer and/or sale of the property.

SOUTHEAST CASE STUDIES

	Program	Type	FUNDING			APPLICANT/PROPERTY PARAMETERS			PROGRAM PARAMETERS			
			Source	Amount	Terms	Applicant	Occupancy	Dwelling	Qualified Repair(s)	Maintenance Requirement	Ownership Requirement	
BIRMINGHAM, AL	Healthy Housing Initiative	Grant	CDBG	≤\$10,000	NA	80% AMI	Owner	SF	General, Accessibility, Weatherization	NA	NA	
	Safe Home Housing Rehabilitation Program	Grant	CDBG	≤\$42,000	NA	60% AMI	Owner	SF	General	NA	0-15 years (depending on cost of rehabilitation)	
CHARLOTTE, NC	LeadSafe Charlotte	Grant	CDBG	≤\$42,000	NA	80% AMI (SF); 80% AMI (MF (4 units)); 80% AMI of 80% of Tenants (MF)	Owner, Renter	SF, MF	Lead	NA	3 years	
	Senior Citizen Essential Repair	Grant	CDBG	≤\$15,000	NA	60% AMI, Senior	Owner	SF	General (except windows), Structural, Code Violations	NA	Up to 5 years (if over \$10,000)	
	Safe Home Emergency Repair Program	Grant	CDBG	≤\$7,500	NA	"Does not have sufficient cash on hand"	Owner	SF	General	NA	NA	

General repairs include improvements to the roof (including gutters), systems (e.g., HVAC, electrical, and plumbing), and windows and doors. It does not include structural or exterior improvements.

NATIONAL CASE STUDIES

	Program	Type	FUNDING			APPLICANT/PROPERTY PARAMETERS			PROGRAM PARAMETERS		
			Source	Amount	Terms	Applicant	Occupancy	Dwelling	Qualified Repair(s)	Maintenance Requirement	Ownership Requirement
WASHINGTON, DC	Historic Homeowner Grant Program	Grant	General Funds	≤\$35,000	NA	120% AMI	Owner	NA	General (except HVAC), Structural, Exterior	NA	5 years
CAMBRIDGE, MA	Affordable Housing Preservation Grant Program	Grant	CDBG	≤\$30,000	NA	80% AMI	Owner	SF, MF	Structural, Exterior	1 year	NA
PHOENIX, AZ	Low-Income Historic Housing Rehabilitation Program	Grant	HOB	≤\$30,000	NA	80% AMI	Owner	SF, MF	General, Structural, Exterior	NA	15-20 years depending on funding amount

General repairs include improvements to the roof (including gutters), systems (e.g., HVAC, electrical, and plumbing), and windows and doors. It does not include structural or exterior improvements.



APPENDIX B



Housing and Community Development
268 Lawrence Street, Suite 200
Marietta, GA 30060

POLICIES AND PROCEDURES MANUAL

FOR THE

HOUSING REHABILITATION PROGRAM

FOR

THE CITY OF MARIETTA

Note: This Manual of Policies and Procedures is governed by applicable federal regulations of the Community Development Block Grant (CDBG) Program as well as building codes adopted by the City of Marietta.

Revised: July 2019

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CITY OF MARIETTA, GEORGIA
HOUSING REHABILITATION PROGRAM
POLICIES & PROCEDURES

Table of Contents

<u>Section</u>	<u>Page</u>
1 Introduction	Page 3
2 Program Goals	Page 4
3 Objectives	Page 4
4 Housing Rehabilitation Programs	Page 4
5 Applicant Processing - Sequence of Events	Page 9
6 Application Procedures	Page 11
7 Processing/Evaluation/Selection of Applicants	Page 12
8 Determination of Work	Page 12
9 Contract Negotiations (Bidding)	Page 12
10 Contracts	Page 14
11 Pre-Construction Conference	Page 14
12 Financial Administration	Page 15
13 Application Procedures/Disciplinary Action for Contractors	Page 16
14 Exhibit A – Minimum Property Standards	Page 31
Exhibit B – HUD Income Limits,	Page 31
Exhibit C - Terms and Conditions of Rehabilitation Assistance	Page 32
Exhibit D – Standard Specifications	Page 37
Exhibit E- Temporary Relocation Policy	Page 68
Exhibit F- Definitions and Special Guidance	Page 73

1. INTRODUCTION

The City of Marietta annually receives Entitlement grant funds from the U.S. Department of Housing and Urban Development (HUD) via the Community Development Block Grant [CDBG] Program. These funds are earmarked for public facilities, owner-occupied housing rehabilitation, economic development and public services activities approved by the Mayor and City Council.

Many residents within the City of Marietta have low and moderate incomes. As a result, they often are unable to finance the total costs of bringing their homes up to minimum property standards. In response, the Housing Rehabilitation Program makes available flexible financial assistance in the form of Grants and Loans to low and moderate income home owners to make needed eligible repairs and improvements to their property, effectively dealing with lead-based paint abatement, asbestos abatement, Americans with Disabilities Act (ADA) improvements, deferred maintenance creating unsafe living conditions and property code violations.

This Policies & Procedures [P&P] manual outlines the Standard Operating Procedures [SOP] that govern the City of Marietta's CDBG Program. It provides detailed guidance for the following areas: determining household eligibility; forms of available financial assistance; homeownership criteria, types of eligible repair work; contracting requirements; general work specifications; and other pertinent matters regarding the effective management and operation of this program. All applicable local, State, and Federal laws and regulations will apply to the Housing Rehabilitation Program.

Throughout this Manual of Policies and Procedures, the term "rehabilitation" will be used to detail a wide-range of housing repair practices such as the elimination of "certain conditions" that pose an immediate threat to a homeowner's health and/or safety to the correction of all "code deficiencies" present at the time of inspection. Rehabilitation work may address only one minor home repair item (such as replacement of a defective furnace or a badly leaking roof), or a number of problems. The nature and extent of the housing problems exhibited by a particular home, along with the homeowner's preference as well as their financial situation, will determine the method and rehabilitation option(s) used for the home. In some cases, a combination of rehabilitation approaches and financing methods may be required to adequately address a homeowner's needs.

The Housing Rehabilitation Program has been designed to assure that repair work is accomplished in compliance with the City of Marietta Minimum Property Standards. The City of Marietta's housing rehabilitation efforts will assure that income eligible clients in receive decent housing by removing hazards to their health, safety, or issues that result in blighted conditions.

2. PROGRAM GOALS

The **goals** of the Housing Rehabilitation Program are:

1. To eliminate substandard and dilapidated housing conditions to provide decent, safe, sanitary, and affordable housing for low and moderate income homeowners living in the City of Marietta.
2. To stimulate the revitalization of older neighborhoods by eliminating “blighted” housing influences which are causing the deterioration of these valuable residential areas.

3. PROGRAM OBJECTIVES

The **objectives** of the Housing Rehabilitation Program are:

1. To offer income-eligible homeowners an opportunity to remove unsafe and deteriorated conditions within the home and restore it to a safe and livable state.
2. To provide a reasonable financial solution for homeowners to have their home repaired
3. To provide good customer service and ensure homeowner satisfaction on every project the Community Development Office undertakes.

4. HOUSING REHABILITATION PROGRAMS

Various financial techniques can be utilized to rehabilitate eligible housing units within the City of Marietta. Funds will be made available to owners of eligible units through the Community Development Block Grant (CDBG) Program.

A. ELD Emergency Grant

4.1 DESCRIPTION:

The ELD Emergency Grant provides a grant up to \$10,000 dollars for income-eligible homeowner occupants to correct code deficiencies or energy conservation issues that represent conditions that could pose a threat to the immediate health, welfare, and/or safety of the homeowner occupants. Under special conditions, the Housing Rehabilitation Manager has the authority to initiate a cap waiver for a project that exceeds the above specified limit.

***Under special conditions, the Community Development Manager has the authority to approve homeowners, who have previously qualified for an ELD Grant, a onetime Housing Rehabilitation Loan to correct severe code deficiencies that could pose an immediate threat to the health, welfare, and/or safety of the residents, or to provide handicap accessible improvements for an elderly or disabled owner.**

4.1.1 ELIGIBLE APPLICANTS: [ELD EMERGENCY GRANT]

In order to qualify for an **ELD Emergency Grant**, an applicant must:

- Be at least 62 years of age
 - And/Or have a documented mental/physical disability
- be the owner-occupant of the property **for a minimum of three (3) years**
- have a gross family income that **does not exceed 50%** of the City of Marietta's current median family income, based on family size.

4.1.2 ELIGIBLE PROPERTIES:

In order to qualify for an **ELD Emergency Grant**, a housing unit must:

- Be located in The City of Marietta;
- Be residential, owner-occupied one-to-four unit structures. Mixed use, non-residential, and multifamily (5 or more units) properties are excluded

4.1.3 ELIGIBLE REHABILITATION ACTIVITIES AND COSTS:

Eligible repairs that can be made to a housing unit under an **ELD Emergency Grant** are:

- the following code deficiencies or issues that pose an immediate and/or dangerous nature such as:
[Shingles (re-roof), septic systems, security issues, energy efficiency, HVAC systems, water heaters, electrical issues (rewiring), plumbing leaks, and lead or asbestos (for jobs over \$5,000.00)]
- Amount per eligible household: Up to ***\$10,000*** per grant.

4.1.4 TERMS AND CONDITIONS:

For the **ELD Emergency Grant**:

- The **ELD Emergency Grant will not require repayment from the homeowner**. The primary purpose of the grant is to assist low-income families with their home repair needs that pose an immediate threat or danger to their well-being;
- Availability - The ELD Emergency Grant is available **only one time per household**.

LEAD-BASED PAINT/ASBESTOS PAINT PROGRAM (LBP/Asbestos)

4.2 DESCRIPTION

Owner-occupants whose incomes do not exceed 80% of the Area Median Income (AMI) established for The City of Marietta, and whose homes were built ***before*** 1978, may be eligible to receive a loan for Lead Based Paint [LBP] Abatement or Asbestos Abatement (if required). Each loan is a **five (5) year forgivable loan** with a zero percent [0%] interest rate. LBP or Asbestos Abatement is a requirement of HUD for the purpose of

eliminating possible lead-based paint and asbestos poisoning in homes. Lead Based Paint/ Asbestos loans can be made only for the purpose of testing and abating lead-based paint and asbestos hazards. A Housing Rehabilitation Loan and ELD Emergency Grant may be used in conjunction with a Lead-Based Paint/Asbestos loan. **The LBP loan maximum is \$30,000. Under special conditions, the Community Development Manager has the authority to initiate a cap waiver for a project that exceeds the above specified limit.**

4.2.1 ELIGIBLE APPLICANTS

In order to qualify for a LBP/Asbestos loan, an applicant must meet the following conditions:

- (a) Must be the owner and occupant of a property located in The City of Marietta.
- (b) Have a gross family income that does not exceed 80% of the current City of Marietta median family income, based on family size.
- (c) Not have delinquent property taxes or mortgage payments.
- (d) Have a home that qualifies for CDBG housing rehabilitation assistance.

4.2.2 ELIGIBLE PROPERTIES

For all LBP/Asbestos Loans, the applicant's home will be evaluated for the following conditions:

- (i) Homes must be a residential, owner-occupied, one-to-four unit structure. Rehabilitation of mixed use, non-residential, and multifamily (5 or more units) properties are excluded.
- (i) Homes must be built before 1978 and/or contain lead-based paint hazards and/or asbestos.
- (i) Pose a threat to small children living in, or visiting the home, or have a pregnant woman, or one of childbearing age, living in the home.

In accordance with the HUD Lead-Based Paint Regulation [24 CFR Part 35], rehabilitation work on housing built before 1978 that is financially assisted by the Federal government is subject to requirements that will control lead-based paint hazards. As necessary, we will conduct a risk assessment to identify lead-based paint hazards, perform interim control measure to eliminate any hazards that are identified or, in lieu of a risk assessment, perform standard treatments throughout a unit. The type and amount of Federal assistance and rehabilitation hard costs for the unit will determine the level of lead hazard reduction. **Contractors are required to submit a copy of Notice to proceed to Community Development Office prior to beginning any abatement work. EPD Regulations stipulate "No contractor shall engage in an abatement project prior to notifying the State of Georgia Environmental Protection Division of such activities at least seven days prior to commencement of same [EPD Lead Regulation, 319-3-14-.02]"**.

4.2.3 TERMS AND CONDITIONS OF THE LBP/ASBESTOS LOAN

- a) **Amount Per Household** - As required to abate the lead-based paint hazard.
- b) **INTEREST RATE** – Zero percent interest is charged on the LBP/Asbestos loan.
- c) **TERM** – The term of the LBP/Asbestos loan is five (5) years, unless the conditions of the loan are broken.
- d) **REPAYMENT** - If the owner, or an eligible family member occupying the home at the time of the LBP/Asbestos loan, whose home has been repaired with LBP/Asbestos assistance, continues to live in their home for five (5) years after the abatement work is completed, the LBP/Asbestos loan will be forgiven and become a grant. If the family or individual who received the assistance does not maintain ownership of, and continue to live in, the home for five (5) years, a portion of the loan shall repaid to the Program, based on the number of years the family or individual did not own and reside in the home. One fifth (1/5) of the loan amount will be forgiven annually. “Family or individual” means the homeowner to whom the DPL loan was made, or if the homeowner becomes deceased, one or more members of the family documented as occupying the home at the time the DPL Loan was made. Repayment shall be required in full at the time the owner sells or transfers title to the property, or no longer maintains the home as his/her principal residence. As with a regular DPL, repayment of the LBP/Asbestos would not be required if an income eligible heir assumes ownership of the property and agrees to all terms of the original rehabilitation assistance

D. HOUSING REHABILITATION LOAN PROGRAM

4.3 **DESCRIPTION**

Eligible owner-occupants whose incomes do not exceed the CDBG low and moderate income limits established for the City of Marietta may receive up to \$30,000 as a zero percent interest 20-Year Deferred Payment Loan (DPL) from the City of Marietta to correct Code and Incipient Deficiencies in their homes. This loan must be secured by a Deed to Secure Debt and a Promissory Note. ***Maximum limits can only be exceeded on a case-by-case basis when a change order is necessary to affect the completion of a rehabilitation project within the required parameters set forth in the contractual agreement between the homeowner and contractor.***

Repayment ***shall not*** be required as long as the owner to whom the loan was made maintains the rehabilitated house as his/her principal residence and retains ownership of the property. If within the 20-year term the property is transferred, through death of the owner or sale of the property, the entire DPL principal shall be due and payable, unless the property is transferred to a low-income heir who is eligible under the DPL Program, and the heir agrees to maintain the home as his/her legal residence in accordance with the terms and conditions of the rehabilitation assistance. Repayment of the DPL will be deferred until subsequent transfer of title (within 20 year timeframe). ***Repayment of the DPL will be required when title passes to an ineligible heir, the property is sold, or the terms of the Program are no longer met.***

4.3.1 **ELIGIBLE APPLICANTS**

In order to qualify for a DPL, an applicant must:

- (a) Be the owner-occupant of the property

- (b) Have a gross family income that **does not exceed 80%** of the current median family income for the City of Marietta, based on family size.
- (c) Not have delinquent property taxes, liens, or mortgage payments.

4.3.2 ELIGIBLE PROPERTIES

In order to qualify for rehabilitation, a housing unit must:

- (a) Be located in the City of Marietta.
- (b) Be a residential, owner-occupied, one-to-four unit structure. Mixed use, non-residential, and multifamily (5 or more units) properties are excluded.
- (c) Exhibit correctable Code Deficiencies which are economically feasible to repair. Incipient Deficiencies may also be included.

4.3.3 ELIGIBLE REHABILITATION ACTIVITIES AND COSTS

Eligible repairs that can be made to a housing unit are:

- (a) Those repairs necessary to meet the City's Minimum Property Standards (See Exhibit A). Code Deficiencies will receive priority in all work write-ups.
- (b) Accommodations under the American Disabilities Act (ADA) and other State or Federally promulgated energy and weatherization directives.

4.3.4 TERMS AND CONDITIONS OF THE DEFERRED PAYMENT LOAN

- (a) **AMOUNT PER HOMEOWNER** – up to \$30,000. ***Only those change orders necessary to effect completion of the project via written waiver from Senior Management can exceed the \$30,000 limit.***
- (b) **INTEREST RATES** - Zero percent interest is charged on the DPL.
- (c) **TERM** - The term of the DPL is twenty years, as long as the owner continues to use the property as their principal residence and other terms of the Program continue to be met.
- (d) **REPAYMENT** - Repayment **SHALL NOT** be required if the owner maintains the rehabilitated home as his/her principal residence, retains ownership of the property, and continues to meet the terms of the Program.
If the property is transferred before the 20 year maturity date, the entire principal amount shall be due and payable. However, in the event of the death of the applicant, the loan shall become due and payable as follows:
 - (1) In a lump sum; or
 - (2) By **Transfer of Loan Benefits**, with the approval of the City. The loan benefits

may be assumed by an eligible heir who agrees to maintain the house as his/her legal residence in accordance with the terms and conditions of the rehabilitation assistance and the legal documents applicable to said assistance.

- (e) All work will be completed in accordance with applicable CDBG Regulations.

4.4 COMBINATION OF FINANCING METHODS

Whenever a family meets all eligibility criteria, they may qualify for a combination ELD Emergency Grant, a Lead Based Paint/Asbestos Loan and a Housing Rehabilitation Loan. The primary eligibility factors for such a combination method will be the family's income and the condition and location of the property. When necessary, a combination of ELD Emergency Grant, LBP/Asbestos Loan, and Housing Rehabilitation Loan may be used to complete all needed rehabilitation work. Homeowners may receive one (1) grant, one (1) LBP/Asbestos Loan, and one (1) Housing Rehabilitation Loan over the life of the home, unless the Community Development Manager decides to waive this requirement due to unusual circumstances.

4.5 CONTINGENCY ALLOCATION

Each approved and funded contract may be provided additional funding to cover unexpected overruns, such as those associated with the correction of unforeseen Code and Incipient Deficiencies.

4.6 AMERICANS WITH DISABILITIES ACT (ADA) IMPROVEMENTS

Homeowners that meet Housing Rehabilitation Program eligibility requirements and who are disabled mentally or physically (as defined by Federal Law) can request ADA improvements to accommodate their disability. Examples of improvements are: ramps, lifts, bathroom and kitchen facility, floor covering accommodations, widening of doorways, and increasing room size.

5.0 APPLICANT PROCESSING - SEQUENCE OF EVENTS

This section sets forth a simplified, chronological listing of functions to be performed by the Community Development Office, and the procedural steps for carrying out rehab.

- 5.1 Applicant contacts Community Development Office.
- 5.2 Preliminary location and income eligibility is established by the Program Office from initial telephone discussion with applicant. If the homeowner is potentially eligible, the Community Development Office makes an appointment for the applicant to complete an application for assistance and will provide a copy of the terms and conditions for rehabilitation assistance as well as verifying the applicant's income so that all appropriate rehab financing methods can be identified. If a homeowner is homebound, the Community Development Office will arrange to take the application in a location convenient for the homebound applicant. If the homeowner is determined to be eligible for assistance following completion of the application process, the Community Development Specialist is notified that a property inspection should be performed.
- 5.3 The Community Development Specialist performs a property inspection to determine code

and incipient deficiencies and rehab feasibility; and prepares a work write-up and cost estimate, floor plan, and photographs.

- 5.4 Applicant reviews and approves work write-up.
- 5.5 A competitive bidding process is then utilized in which interested contractors on the Community Development Office's Approved Contractors List are invited to submit bids on the items of work identified in the work write-up. The bid submitted by the contractor cannot exceed ten percent (10%) of the rehab construction cost estimate.
- 5.6 If a comparison of the contractor's price to the Community Development Office cost estimate indicates the contractor's price is more than 10% of the cost estimate, staff may negotiate with the contractor to bring the price within the 10% limit.
- 5.7 A determination of economic feasibility is determined by the Community Development Office based on the mixture of funding options to be provided.
- 5.8 Once feasibility is determined and financing methods are assured to complete eligible work activities, a recommendation is made to the applicant by the Community Development Office to either accept or reject the contractor's bid price.
- 5.9 After approving the work write-up and the winning bid, the Community Development Office will schedule a date for the homeowner to sign the construction contract. The homeowner signs the Notice to Proceed after the contract is executed. If a loan is involved, work may begin after the three day rescission period has passed.
- 5.10 The Contractor shall obtain all necessary building permits from the City Building Inspection Department, as required for structural, heating, electrical and plumbing repairs.

Contractual days are Monday-Friday with holidays excluded from the contractual deadline. Contract time extensions may be granted upon approval from the Community Development Manager

- 5.12 Periodic construction inspections (either scheduled or not) of the rehab work, as necessary, are then carried out by the Community Development Specialist.
- 5.13 The contractor is responsible for requesting a payment inspection of work from the Community Development Specialist.
- 5.14 Payments are made to the contractor for satisfactory rehabilitation work completed.
 - a. Partial payments (normally 1-2) are made at the request of the contractor and approval of the Community Development Specialist. Contractors are to identify in writing work they have completed.
 - b. Before any final payment is made to the contractor, manufacturers' warranties must be submitted, as well as a release of liens and affidavit final invoice and warranty from the general contractor for one year is required. Copies of the final permits shall be submitted to the inspector or Office by the contractor before final payment is made.

- c. The Community Development Office shall have the final authority to make contract payments. If any disputes should arise between the contractor and the applicant, the Community Development Office will attempt to resolve the dispute. **If differences of opinion should remain after negotiations, the Community Development Office shall have the authority to resolve the dispute and make all appropriate payments.**

6.0 APPLICATION PROCEDURES

A. GENERAL

All participants in the Housing Rehabilitation Program will be required to complete an application. The application process enables the Community Development Office to determine the applicant's financial capabilities and the condition and location of his/her property. The Office can then determine eligibility and fit the appropriate financial assistance to the needs of each homeowner. **The City of Marietta Rehabilitation Program serves families within the city limits of Marietta only.**

Effective: January 1, 2015

"In the event a Contractor Listed on the Active Contractor's list submits an application for housing rehabilitation assistance at their personal residence upon approval of their application, the contractor will be removed from the Active Contractor's List for a period of 1-year commencing with the date of approval of application and ending upon completion of the warranty period."

B. APPLICANT PROCESSING

1. Persons who wish to participate will call the Community Development Office and an evaluation of location, mortgage status and preliminary income eligibility will be made.
2. The applicant and the Community Development Office arrange for an appointment for submission of a complete application
3. If property location, mortgage information and income are acceptable, basic information will be recorded on a CDBG application by the applicant and the Community Development Specialist will arrange to make an inspection to identify existing Code and Incipient Deficiencies.
4. Following the property inspection by the Community Development Specialist, the applicant is notified as to the eligibility of work needed on the home.
5. All information given by the applicant regarding debts, income, public assistance, and assets will be verified by the Community Development Office and kept strictly confidential.

7.0 PROCESSING/EVALUATION/SELECTION OF APPLICANTS

The rehabilitation program is designed to address the needs of a lower income owner-occupant of substandard housing in The City of Marietta. Eligible homeowners will be placed on a waiting list on a "first-come" – "first-serve" basis. Only if an approved applicant has emergency repairs needed that are a threat to safety will they receive priority.

8.0 DETERMINATION OF WORK

The Community Development Specialist will be responsible for determining what work will be done on each house and what the work should cost. This responsibility includes a walk-through inspection to determine if the house is suitable for rehabilitation, or needs to be reconstructed, and to identify code and incipient deficiencies as per Minimum Property Standards (MPS) and other appropriate building codes. The Community Development Specialist will complete a cost estimate for the work and generate a detailed scope of work to be completed. Contractors should not see the inspector's cost estimate. The homeowner will be required to approve the work write-up. The Community Development Manager will conduct the procurement process and obtain three bids for each project. After the procurement process has been completed, the Community Development Specialist and Community Development Manager will conduct a pre-construction conference with the homeowner and the contractor to review the work specifications for the project. The general specifications regarding the "how to" of rehabilitation work, covering materials, brands, installation, and quality of work will be provided to all contractors by the Community Development Office in addition to the work write-up.

A major objective of the Housing Rehab Program is to ensure that program participants have sanitary and decent housing. Housing is determined to be decent and sanitary if it meets the MPS. **Therefore, the work write-up will normally include only items designed to eliminate existing or potential code violations called incipient items.**

Work write-ups will be of sufficient detail so that they will clearly identify quantities of materials and scope of work. The applicant shall agree with the write-up prior to solicitation of contractors. Rehab specifications prepared by the Community Development Office will apply to all rehab jobs.

A general floor plan, and more detailed plans, as needed, covering the specific rehabilitation work necessary for each property shall be prepared by the Community Development Specialist to help detail the scope of work involved to avoid misunderstandings with the bidders.

Once rehabilitation work commences and additional or unnecessary work is identified by the contractor, a change order is required to document the new work or reduced scope of work. The Community Development Specialist is responsible for producing the change order document and ensuring, through a cost estimate, that a reasonable cost is finalized (see +10% rule for bidding). The changes order needs to reflect an accurate description of the change in work scope emphasizing quantities, quality, and time extensions needed. The homeowner, contractor and Community Development Manager must sign the change order.

9.0 CONTRACT NEGOTIATIONS

The Community Development Office will assist the homeowner seeking CDBG housing rehabilitation assistance by maintaining a roster of eligible and approved contractors who are available to perform housing rehabilitation services. To enable the homeowner to have his/her home rehabilitated as rapidly as possible, the Office also maintains an accurate and up-to-date data base of rehabilitation materials and labor costs. This data is utilized to prepare the contract documents by which a contractor is authorized to perform housing rehabilitation.

The items which follow will describe the procedures by which contractors are selected for housing rehabilitation assistance contracts.

The owner cannot serve as his/her own contractor or choose the contractor for the project. Further, no contractor related to the homeowner shall be allowed to serve as a project contractor. Neither the homeowner, nor their relatives, shall be allowed to perform work for the contractor, either for pay or as sweat equity.

9.1 Housing Rehabilitation Program

9.1.1 The homeowner applies to the Community Development Office for assistance by phone or in person. Income eligibility and the possible health hazard are determined and the Community Development Specialist is sent out to inspect the home.

9.1.2 A work write-up and cost estimate is prepared by the Community Development Specialist.

9.1.3 A minimum of three (3) contractors from the active contractors list are notified by the Community Development Manager and scope of the work to be performed is submitted.

The most responsive contractor's bid is then compared to the inspector's cost estimate. The Community Development Manager and Specialist then determines if the most responsive bid is within 10% of the cost estimate. If the contractor's bid meets this test, a copy of the contractor's bid and the Bid Acceptance Form (signed by the Community Development Manager) is included in the file.

9.1.4 If the Community Development Manager and the contractor need to negotiate down below the 10% level and cannot, the opportunity to negotiate is given to the contractor with the next lowest bid. If negotiations fail, new bids must be obtained.

9.1.5 The Community Development Manager [with Proposal and Bid Acceptance forms] prepares the following:

- (a) Housing Rehabilitation Contract - to be signed by homeowner, Community Development Manager, and witnesses for both these parties [1 copy for each party];
- (b) Lead-Based Paint Warnings for signatures (1 copy for homeowner, 1 for Community Development Office files), or Lead-Based Paint testing conducted;
- (c) Notice to Proceed - signed by homeowner and contractor.
- (d) Environmental Checklist

9.1.6 Construction may begin as soon as possible after forms are signed and returned to the Community Development Manager. Because no loans funds are involved in an ELD Emergency, a three (3) day rescission period is not required. If the homeowner is receiving an LBP/Asbestos Loan or Housing Rehabilitation Loan, work can begin after the 3 day rescission period.

10.0 CONTRACTS

This section sets forth requirements and procedures with respect to rehabilitation contracts.

10.1.1 Contract Requirements

Rehabilitation work financed through the CDBG Program shall be undertaken only through a written

contract between the contractor and the homeowner, prepared by the Community Development Office.

10.1.2 Type of Contract

The contract shall consist of a document signed by the contractor and by the applicant only after the approval of the grant and/or loan(s). It shall contain a bid and proposal by the contractor, the general conditions, the work write-up, drawings, special terms and conditions, payment schedule and other exhibits, as appropriate.

11.0 PRE-CONSTRUCTION CONFERENCE (WHEN NECESSARY)

11.1.1 Scheduling the Pre-Construction Conference

The conference shall be held prior to the commencement of any work under an executed contract.

11.1.2 Purpose

To discuss the elements of the contract and to execute the contract.

11.1.3 Participants

Participants in the pre-construction conference shall be the homeowner, the contractor, and the appropriate Community Development Staff person(s) and may be held preferable at the construction site or at the Community Development Office.

11.1.4 Disclosure and Execution

Disclosure shall be thorough, allowing the owner and contractor to ask questions concerning the contract and its content.

11.1.5 Contract Documents

The contract documents shall include the following items. But this list is not meant to be all inclusive:

- (a) General conditions and specifications.
- (b) Bid/Proposal.
- (c) Work write-up.
- (d) Drawings, if applicable.
- (e) Special terms and conditions.

12.0 FINANCIAL ADMINISTRATION

The Community Development Office will be responsible for all aspects of financial administration concerning grants and loans, and complete financial records on each application will be kept on file at the Community Development Office.

All requests for payment from contractors must be approved by the Community Development Office. Payments to contractors will be issued after the property owner certifies that the work for which payment is being requested has been satisfactorily completed and the general contractor has submitted a Final Affidavit and Release of

Liens, unless a dispute arises and the Community Development Office approves payment without the homeowner's satisfaction statement being signed. Financial management requirements are included in the General Conditions of the contract documents.

A. Eligible Costs and Program Fees

1. Eligible Costs:

- a. All Code deficiencies shall be corrected as first priority.
- b. Incipient Deficiencies, as identified by the Community Development Staff, shall be corrected on a "case-by-case" basis.

2. Program Fees (for loan programs):

- a. Title Report.
- d. Recording and filing fees (if payment is required).

B. Title Reports

A title examination shall be required on all LBP/Asbestos Loans and Housing Rehabilitation Loans. All major title exceptions shall be resolved prior to approval and funding of an application.

C. Disbursements

After inspections of the property by the Community Development Specialist, the Community Development Office transmits the payments minus retainage to the contractor. Upon final completion of rehabilitation project, Community Development Manager will maintain **Project Expense Report** for each project file and ensure all copies of all Requests for Checks (RFC) are in the project file. After the final payment for each project, the Community Development Manager will print a copy of the IDIS Funding Screen and verify expenses are accurate for each project file.

D. Unsatisfactory Work

The Community Development Office shall inspect the work and determine if it has been performed in accordance with the contract and in a quality workmanlike manner. If the work has not been completed properly, the contractor shall be advised to make the necessary corrections before receiving a final payment. If the contractor fails to make the necessary corrections prior to the expiration of the contract, the program office shall assist the applicant in obtaining another contractor to make the corrections. When corrections are made to the satisfaction of the CDBG Program and the owner, the Community Development Office shall make necessary arrangements to pay the new contractor for the corrections. At this time, the contractor who failed to perform shall be paid the balance of the funds remaining in the contract, if any. This payment shall only be made after receipt of the Contractor's Affidavit. If the contractor does make the corrections, as requested, and the work is deemed satisfactory and in accord with the terms of the contract, the final payment shall be disbursed to the contractor. Disputes pertaining to the quality of work and satisfactory completion of work shall be resolved by the Community Development Specialist and Community Development Manager.

13.0 APPLICATION PROCEDURES AND DISCIPLINARY ACTION FOR CONTRACTORS

Only contractors determined to be eligible by the Community Development Office shall participate in the rehabilitation program. This section sets forth procedures for establishing contractor eligibility. The applicant **WILL NOT BE ALLOWED TO** select a general contractor of his or her choice.

13.1.1 APPLICATION

Any contractor interested in bidding on Housing Rehabilitation projects shall submit a completed contractor's application to the Community Development Office. Applications shall be available on a continuing basis. The application shall contain the following information:

- a. References from banks, savings and loan or other financial institutions with which the contractor has funds on deposit or from which the contractor has received a business loan.
- b. Georgia Contractor's License
- c. References from suppliers of materials from whom the contractor has purchased materials in connection with previous jobs.
- d. References of recent customers for whom the contractor has performed contract work.
- e. Insurance binders for current insurance including workers compensation, general liability and code compliance bond.

13.1.2 ACTION ON CONTRACTOR'S APPLICATION

Upon receipt of applications, the Community Development Office shall qualify the contractor by verifying the information given on the application:

The Community Development Office shall attempt to:

- a. Ascertain the contractor's reputation and financial solvency by contacting lenders and other financial institutions, the Credit Bureau, suppliers, and subcontractors.
- b. Ascertain the contractor's work attitude, quality of work, responsiveness to complaints, and reliability by contacting previous customers.

Upon the completion of vetting the contractor, a letter of approval or denial will be sent to the contractor regarding his/her status on the City of Marietta CDBG Program's Active Contractor's List.

13.1.2.A Contractor's Placement on and Removal or Suspension from the City of Marietta CDBG Program's Active Contractor's List.

The following non-inclusive actions are available to the The City of Marietta Community Development Office regarding a contractor's placement on and removal or suspension from the City of Marietta CDBG Program's Active Contractor's List:

- a. A contractor who cannot demonstrate on the Application that he or she has the experience, financial capacity, and resources to perform housing rehabilitation work shall be denied placement on the City of Marietta CDBG Program's Active Contractor's List. At such a time as the contractor can demonstrate to the to the Community Development Office's satisfaction that he or she can meet the program requirement, the contractor may reapply to the program, provided at least six months have transpired since the date of the Program's denial.
- b. A contractor who repeatedly fails to submit bids after receipt of three (3) consecutive invitations to bid shall be suspended from the City of Marietta CDBG Program's Active Contractor's List until the contractor requests in writing to be reinstated with full bidding privileges. If the contractor fails to request reinstatement of bidding privileges within six (6) months after the date of the suspension notice, the contractor shall be removed from the City of Marietta CDBG Program's Active Contractor's List.

- c. A contractor removed from the City of Marietta CDBG Program's Active Contractor's List may reapply, provided:
 - 1) No funds are owed to the City of Marietta CDBG Program for warranty work the contractor failed to perform; and
 - 2) At least one (1) year has transpired since the date the contractor was removed from the City of Marietta CDBG Program's Active Contractor's List.
- d. An application for the City of Marietta CDBG Program's Active Contractor's List submitted in accordance with Paragraph (c) above will be processed and considered as a new application, and must demonstrate to the Community Development Office's satisfaction that the contractor has resolved the difficulties that led to his or her removal from the City of Marietta CDBG Program's Active Contractor's List.

13.1.3 DISCIPLINARY ACTION

In order for The City of Marietta to maximize its Federal Housing Rehabilitation funds (vis-a-vie dollars spent and homes repaired), the rules and regulations governing these funds and program must be strictly enforced. The following is a description of the various forms of disciplinary action to be taken against contractors as well as mandatory procedural steps that will permit The City of Marietta to achieve its program goals. These disciplinary actions are in addition to the measures outlined in the Construction Contract as well.

13.1.4 COURSES FOR DISCIPLINARY ACTION – Termination from Active Contractors List.

Disciplinary actions resulting in removal from the City of Marietta CDBG Program's Active Contractor's List can be taken against any program related contractor for, but not limited to, the following reasons:

- a. The contractor's conviction of a crime in connection with contract work or in connection with payment or receipt of funds administered by the Community Development Office. The contractor has been convicted of a felony or serious misdemeanor after the construction contract has been signed. Disciplinary action will be directed against the contractor and not against the Construction Company or corporation.
- b. The contractor has failed to continually follow the requirements and specifications as stated in the contract, work write-up, or as expressed by the individual Housing Rehabilitation Specialist or Inspector of the Community Development Office.
- c. Misuse of and damage to the homeowner's property, to include leaving any part of the home exposed to weather conditions.
- d. Refusing to inform or knowingly misinforming the homeowner of his or her rights.
- e. The contractor has been detected using illegal drugs or consuming alcoholic beverages while on the job.
- f. The contractor has performed continuous poor quality work, and/or failed to perform under the terms of the contract, as determined by the Community Development Office.
- g. The contractor has failed to maintain required insurance, business license or state license (to include probation of state license).
- h. The contractor has falsified Lien Waiver and Release forms and failed to pay subcontractors

or material suppliers and a resulted in a lien being placed on the homeowner's home.

- i. The contractor's withdrawal of a bid without justification.
- j. Failure to respond in a timely manner to complaints from homeowners.
- k. Insolvency, bankruptcy, or other conduct or conditions which has resulted in monetary loss to a homeowner or to the Community Development Office in connection with the contract work.
- l. Abandonment of a job, or repeated failure to complete contract work within the specified contract time.
- m. Contractor has failed to follow environmental procedures for lead abatement and/ or asbestos abatement and has resulted in contamination of homeowner's property.
- n. Contractor has failed to honor 12-month warranty for labor as required by the Community Development Office.
- o. Contractor has failed to secure the homeowner's property during the rehabilitation phase of the project.
- p. Contractor exhibiting inappropriate behavior towards the homeowner's or CDBG Staff.
- q. Any other reason not specified above deemed appropriate by the Community Development Office.

13.1.5 TYPES OF DISCIPLINARY ACTION – Six Month Suspension from Active Contractor's List.

Temporary Suspension consists of the exclusion of the contractor from three (3) consecutive and separate bid openings, or a minimum of six (6) months. This type of disciplinary action can only be taken by the Senior Management of the Community Development Office upon recommendation by Housing Rehabilitation Program Staff. Disciplinary actions resulting in six month suspension from the The City of Marietta Active Contractor's List can be taken against any program related contractor for, but not limited to, the following reasons:

- a. Contractor has consecutively failed to follow work specifications.
- b. Contractor has consecutively failed to meet contract end deadlines and resulted in liquidated damages.
- c. Contractor has consecutively failed to communicate with the Community Development Specialist and homeowner regarding the status of the project or problems that have occurred.

13.1.5. A INFORMAL HEARING PROCEDURES FOR HOUSING REHABILITATION CONTRACTORS

Upon discovery of a violation of the housing rehab rules and regulations, the Community Development Office shall notify the contractor in writing or in person (including direct telephone conversation) of the violation and a specific time given for its correction as well as an acceptable method of correction. The length of time permitted for correction will vary depending on the violation.

If the violation is not corrected, the Community Development Specialist will issue a Work Stop Order. This Order will be countersigned by the Community Development Manager and given to the contractor. The Order will state the reason for issuance as well as the date for a hearing before the Community Development Manager.

An informal hearing should take place no later than two (2) days following issuance of the Work Stop Order.

Contractors responding to the notice will be afforded an informal hearing in accordance with the following procedures:

- 1) The contractor will be notified in writing of the date, time, and place of the hearing and of the manner in which the hearing will be conducted.
- 2) The hearing will be conducted and regulated by the Community Development Manager or an appointee designee.
- 3) At the hearing, the Community Development Office will state the nature of its action against the contractor, outline the reason for its action, and present the facts of the matter in support of its decision.
- 4) The contractor will be given the opportunity to present written and oral objections to the Office's decision.
- 5) After the hearing the Community Development Manager will issue a written decision, stating briefly the reasons for the decision, within ten (10) working days from the date of the conclusion of the hearing unless the contractor and the Community Development Office has agreed to an extension.
- 6) The decision of the Hearing Officer shall be final.

The Community Development Manager has several courses of actions that can be taken. For example,

- a) An order can be issued to the contractor to resume work without prejudice,
- b) An order can be issued to the contractor to complete the project as well as all other bid projects, then institute a termination or temporary suspension,
- c) The contractor will be paid only for those items which have been 100% completed. The Community Development Manager can then order a termination or temporary suspension.

The decision by the Community Development Manager will be rendered no later than one (1) work day following the hearing.

The Community Development Office is not required to provide the contractor with the opportunity for an informal hearing under the following circumstances:

- a. To review discretionary determinations by the Community Development Office relating to matters other than placement on or removal or suspension from the City of Marietta CDBG Program's Active Contractor's List.
- b. To consider general policies, procedures, or class grievances; and
- c. To review a decision by the owner or the Community Development Office in its capacity as agent for the owner to exercise any remedy against the Contractor under an outstanding rehabilitation construction contract, including the termination of said contract.

Upon completion of the termination or suspension, the Community Development Office will hold a hearing to determine if the contractor can be permitted to return to the program. To determine his eligibility to return, the CDBG Housing Rehabilitation Administrator will conduct a complete credit check on the individual contractor. In addition, his workmanship on previous projects under CDBG will be evaluated. Based on these findings either the contractor will be reinstated or a hearing set for debarment.

13.1.6 Debarment

Debarment shall consist of permanent exclusion of the individual from any projects undertaken by the Community Development Office. HUD will be informed of this exclusion order. This debarment can be instituted only against an individual denied readmission after a temporary suspension. The Community Development Manager shall notify the individual contractor, by registered mail, of a debarment hearing to be conducted fourteen (14) days following postmark date of the notice. The basic issue at this hearing is whether the contractor is capable of participating in the Housing Rehabilitation Program.

13.1.7 Evaluations of Contractors

Housing Rehabilitation contractors will be evaluated by the inspector after completion of each project using a standard evaluation form. This will expedite the process of verifying continued use or discipline needed of contractors.

EXHIBIT A
MINIMUM PROPERTY STANDARDS (MPS)
THE CITY OF MARIETTA

The City of Marietta uses the following Codes:

- City of Marietta Comprehensive Development Code
- Georgia State Handicap Accessibility Code, 120-3-20 (A)
- International Building Code, 2012 edition with Georgia amendments
- International Fire Prevention Code, 2012 edition with Georgia amendments
- International Gas Code, 2012 edition with Georgia amendments
- International Mechanical Code, 2012 edition with Georgia amendment
- International Plumbing Code, 2012 edition with Georgia amendments
- International Residential Code, 2012 edition with Georgia amendments
- Life Safety Code, 2012 edition with Georgia amendments
- Model Energy Code, 2009 edition with Georgia amendments
- National Electric Code, 2017 edition
- National Swimming Pool Code, 2012 edition

1.1 ACCESS TO THE BUILDING

- 1.1.2. A primary entrance readily accessible to the physically handicapped shall be provided to any residential structure intended for occupancy by the elderly or physically handicapped. (See ANSI A117.1)
- 1.1.3. Access to each living unit shall be provided without passing through any other living unit. The condition and equipment of interior and exterior stairways, halls, porches, walkways, etc., shall be such as not to present a danger of tripping or falling.

1.2. EXIT REQUIREMENTS

- 1.2.3. One and two family dwellings of one, two, or three stories and one or two story multifamily buildings having not more than six living units above the first floor shall have the following two means of egress:
- (1) One exit which is a 3' 0" by 6' 8" doorway, a protected passage or a stairway, and
 - (2) An exit as provided in (1) above or a secondary exit such as a fire escape or window.

Where the secondary exit is by means of an operable window, the opening shall be at least five (5) sq. ft. in area with its minimum dimension 16 inches for windows at grade level and at least 5.7 sq. ft. in area with its minimum dimension 24 inches for second story and above. The sill height shall be not more than 44 inches above the floor surface. Where storm windows, screens, or burglar guards are used, these shall be readily accessible from the inside of the property without the use of keys or special tools to open.

1.4 SITE CONDITIONS

- 1.4.1. Every inside and outside stair, porch and any appurtenance thereto shall be safe to use and capable of supporting the load that normal use may cause to be placed thereon; and shall be kept in sound condition and good repair.
- 1.4.2. The open space of each property shall provide for the immediate diversion of water away from buildings and disposal from the lot.

- 1.4.3. The open space of each property shall provide for the prevention of soil saturation detrimental to structures and lot use.
- 1.4.4. Where needed, the open space of each property shall provide for appropriate paved walks, parking areas, drive-ways, exterior steps, and landscaping.

2.1 SPACE STANDARDS FOR DWELLING UNIT

- 2.1.3. A living room, kitchen area, and bathroom shall be present; and the dwelling unit shall contain at least one sleeping or living/sleeping room of appropriate size for each two persons. Exterior doors and windows accessible from outside the unit shall be lockable.

2.2 HABITABLE ROOM SIZES

- 2.2.1. In every dwelling unit of two or more rooms, every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet of floor space, and every room occupied for sleeping purposes by more than one occupant shall contain at least 50 square feet of floor space for each occupant thereof.

2.3 CEILING HEIGHTS

- 2.3.2. Ceiling heights shall permit the average person to move about comfortably, and create no unpleasant sensation because of the ceiling being of insufficient height.

2.4 ACCESS

- 2.4.1. Bathrooms shall be accessible from habitable rooms, hallways, corridors or other protected or enclosed areas, not including kitchens or other food preparation areas.
- 2.4.4. A bathroom shall not be used as a passageway to a habitable room, hall, and basement or to the exterior.
- 2.4.5. Where the access to an existing bathroom is through a bedroom in a living unit having more than one bedroom, this planning arrangement should be accepted if it is judged to be acceptable to the market.

2.5 BATHROOM AND KITCHEN SIZE

- 2.5.2. Every water closet, bathtub, or shower of a living unit shall be installed in a bathroom or toilet compartment which will afford privacy to the occupant.
- 2.5.3. Each living unit shall have a specific kitchen space, which contains a sink with counter space and has hot and cold running water, adequate space for installing cooking and refrigeration equipment, and for storing cooking utensils.
- 2.5.4. Minimum areas of kitchen storage space should be as follows: Total shelving and wall and base cabinets - 30 sq. ft. usable storage shelving in cooking range or under sink may be counted in the total shelving needed. Drawer area - 5 sq. ft.
- 2.5.5. A flush toilet in a separate private room, a fixed basin with hot and cold running water, and a shower

or tub with hot and cold running water shall be present in the dwelling unit, all in proper operating condition. These facilities shall utilize an approved public or private disposal system.

- 2.5.6. Adequate space for the storage, preparation and serving of food shall be provided. These shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

2.6. HOT AND COLD WATER SUPPLY

- 2.6.2. Complete bathing and sanitary facilities shall be provided within each living unit; they shall consist of a water closet, a tub and/or shower, and a lavatory. An adequate supply of hot and cold water shall be supplied to the tub or shower and lavatory, and cold water shall be supplied to all fixtures.
- 2.6.3. The water supply shall be free from contamination. The unit shall be served by an approved public or private sanitary water supply.

2.7. SPACE FOR LAUNDRY FACILITIES

- 2.7.1. Adequate space shall be provided for laundry equipment within each living unit, off of a public corridor, or in a basement or other suitable public space for the use of all occupants of a building. Where nearby public commercial laundries are available, consideration may be given as to the extent residents of the dwellings can be expected to use them in determining laundry space needs.

2.9. LIGHT

2.9.1. Size and Light

Every habitable room shall have at least one window or skylight facing directly to the outdoors. The minimum total window area, measured between stops, for every habitable room shall be eight (8) percent of the floor area of such room. Whenever walls or other portions of structures face a window of any such room and such light-obstruction structures are located less than three (3) feet from the window and extend to a level above that of the ceiling of the room, such a window shall not be deemed to face directly to the outdoors and shall not be included as contributing to the required minimum, total window area. Whenever the only window in a room is a skylight-type window in the top of such room, the total window area of such skylight shall equal at least fifteen (15) percent of the total floor area of such room.

2.10. PUBLIC HALLS AND STAIRWAYS

- 2.10.1. Every common hall and inside stairway in every building, other than one-family dwellings, shall be adequately lighted at all times with an illumination of at least one (1) foot candle intensity at the floor in the darkest portion of the normally traveled stairs and passageways.

2.11. VENTILATION

- 2.11.3. The dwelling unit shall be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful air pollutants. Air circulation shall be adequate throughout the unit. Bathroom areas shall have at least one operable window or other adequate exhaust ventilation.

2.13. UTILITY SPACES

- 2.13.1. Utility spaces which contain heat producing, air conditioning and other equipment shall be adequately ventilated to the outside air, and air from such spaces shall not be recirculated to other parts of the building.

2.14. ATTICS AND CRAWL SPACES

- 2.14.1. Natural ventilation of spaces such as attics and enclosed crawl spaces shall be provided by opening of sufficient sizes to overcome dampness and minimize the effect of conditions conducive to decay and deterioration of the structure, and to prevent excessive heat in attics. Exterior ventilation openings shall be effectively screened.

2.15. DOORS AND ACCESS OPENINGS (See also Section 4.6)

- 2.15.1. Every exterior door shall fit reasonably well within its frame so as to substantially exclude rain and wind from entering the dwelling unit.
- 2.15.2. Every window, exterior door and basement or cellar door and hatchway shall be substantially weather tight, water tight and rodent proof; and shall be kept in sound working condition and good repair.
- 2.15.4. Exterior doors shall have safe locks. Interior doors shall be provided for each opening to a bedroom, bathroom, or toilet compartment; with a locking device on bath and toilet compartment doors.
- 2.15.6. Doors and windows shall be weather-stripped to reduce infiltration of air when weather-stripping is inadequate or non-existent.

2.16. STAIRWAYS

- 2.16.1. Interior stairs and stairwells more than four (4) risers high shall have handrails located in accordance with the requirements of the building code. Handrails or protective railings shall be capable of bearing normally imposed loads and be maintained in good condition.
- 2.16.2. Protective railings shall be required on any unenclosed structure over thirty (30) inches from the ground level or on any steps containing four (4) risers or more.
- 2.16.4. Existing stairways in sound condition to remain or to be repaired shall not be to any serious extent below minimum standards of good practice as to rise and run of steps, headroom, obstructions, stair width, landings, or railing protection.

2.17. TRASH AND GARBAGE DISPOSAL

- 2.17.1. Every tenant of a dwelling or dwelling unit shall dispose of all his garbage and any other organic waste which might provide food for rodents and all rubbish in a clean and sanitary manner by placing it in the garbage disposal facilities or garbage or rubbish storage containers.

Every dwelling unit shall have adequate garbage disposal facilities or garbage storage containers, type and location of which facilities or containers are approved by the applicable governing body.

2.18. EXTERIOR APPURTENANCES

- 2.18.2. All exterior appurtenances or accessory structures which serve no useful purpose or those in a deteriorated condition which are not economically repairable, shall be removed. Such structures include porches, terraces, entrance platforms, garages, carports, wall, fences, and miscellaneous sheds.

3.1. STRUCTURAL COMPONENTS

- 3.1.2. All structural components of the building shall be in sound condition and considered serviceable for the expected useful life of the rehabilitated building. Sagging or out of plumb floors, chimneys, fireplaces, partitions or stairs, and building of exterior walls shall be restored as near as practicable to an acceptable level of plumb position and supported or braced to prevent recurrence of these conditions. Stair railings shall be rigid. Individual structural members in a seriously deteriorated condition shall be replaced. Loosely jointed structural members shall be restored to original rigidity.

- 3.1.3. Energy efficiency measures are considered as cost-effective in the rehabilitation of residential properties.

3.2. EXTERIOR WALLS

- 3.2.1. Every exterior wall shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair.

- 3.2.2. When the exterior wall is repaired to the extent of removing the sheathing or inside wall covering, insulation shall be installed in the exposed portion of the wall cavity. The thermal insulation shall be such as to fill the exposed wall cavity or furring space without excessive compression. A vapor barrier shall be provided on the warm side of the cavity or furring space when insulation is added.

- 3.2.4. Foundations and exterior walls shall provide safe and adequate support for all loads upon them, and prevent the entrance of water or excessive moisture. Serious defects shall be repaired and cracks effectively sealed, or replaced.

- 3.2.5. Basement and foundation walls shall prevent the entrance of water or moisture into a basement or crawl space area. Cracks in the walls shall be effectively sealed, and loose or defective mortar joints shall be replaced. Where necessary, the interior or exterior face of the walls shall be damp proofed by bituminous coating and cement paving. Any deficiencies in proper grading or paving adjacent to the building shall be corrected to assure surface drainage away from basement walls.

- 3.2.6. The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging cracks or holes, loose siding, or other serious damage.

3.3. PARTITION AND FLOOR CONSTRUCTION

- 3.3.1. Partitions and other vertical supports which are to be continued in use shall be free of splits, excessive lean, buckling or other defects.

- 3.3.2. All floor construction shall provide safe and adequate support for all existing or probable loads and

shall be reasonably free of objectionable vibration. A suitable surface for finish flooring shall exist or be provided.

3.4. CHIMNEYS AND VENTS

- 3.4.1. A person shall not occupy as owner-occupant or shall let to another for occupancy, any building or structure which does not comply with the applicable provisions of the fire prevention code of the applicable governing body.
- 3.4.2. Chimneys and vents shall be structurally safe, durable, smoke tight, and capable of withstanding the action of flue gases.

3.5. EXTERMINATION

- 3.5.1. Every occupant of a single dwelling building and every owner of a building containing two or more dwelling units shall be responsible for the extermination of any insects, rodents, or other pests within the building or premises.

3.6. INSPECTION AND CORRECTION

- 3.6.1. A careful inspection by a licensed exterminating firm shall be made of each building and accessory structure on each property for evidence of actual or potential infestation or access channels. Existing buildings, where found to have defects that will permit the entrance of rodents, termites, or other vermin, shall be corrected by appropriate preventive measures. Damaged or deteriorated structural members shall be replaced.

3.7. INSPECTION FOR DECAY AND DETERIORATION

- 3.7.1. An inspection shall be made of both interior and exterior construction for evidence of rot, rust, termite damage or decay damage and other structural hazards. Where structural damage of such materials is found to exist, corrective action shall be taken.
- 3.7.2. For construction near the soil, in direct contact with masonry or concrete or otherwise subject to moisture, the replacement of decay damaged lumber or finish materials, if of wood, shall be pressure treated or be of naturally resistant species and shall be grade stamped as such.

4.1. EXTERIOR FINISH

All exterior wood surfaces, other than decay resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. All siding shall be weather resistant and water tight. All masonry joints shall be sufficiently tuck pointed to insure water and air tightness.

4.2. INTERIOR FINISH

- 4.2.1. Every floor, interior wall and ceiling shall be substantially rodent proof; shall be kept in sound condition and good repair; and shall be safe to use and capable of supporting the load which normal use may cause to be placed thereon.

4.2.2. Every toilet, bathroom and kitchen floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary condition.

4.2.2. All interior walls and ceiling shall provide (a) a finish surface without noticeable irregularities or cracking, (b) a waterproof and hard surface in spaces subject to moisture, (c) a suitable base for painting or other decoration, and (d) reasonable durability and economy of maintenance.

4.3. ROOF COVERING

4.3.1. Roof shall be structurally sound and maintained in a safe manner and have no defects which might admit rain or cause dampness in the walls or interior portion of the building.

4.4. GUTTERS AND DOWNSPOUTS

4.4.1. Each dwelling shall have a controlled method of disposal of water from roofs where necessary to prevent damage to the property, and to avoid causing unsightly staining of walls and windows where adequate roof overhangs are not provided.

4.5. FLASHING

4.5.1. To prevent the entrance of water, all critical joints in exterior roof and wall construction which are exposed or partly exposed shall be protected by sheet metal or other suitable flashing material.

4.6. WINDOWS, DOORS AND SCREENS

4.6.1. Every window sash shall be fully supplied with glass window panes or an approved substitute which are without open cracks or holes.

4.6.2. Window sash shall be properly fitted and weather tight within the window frame.

4.6.3. Every window required for light and ventilation for habitable rooms shall be capable of being easily opened and secured in position by window hardware.

4.6.4. Every door opening directly from a dwelling unit to outdoor space shall have screen doors with a self-closing device; and every window or other device with opening to outdoor space, used or intended to be used for ventilation, shall likewise have screens.

4.6.5. Doors and windows shall be adequately weather-stripped to reduce infiltration of air. Replace loose or brittle caulking around door and window frames and install new caulking if none is present.

4.6.6. Existing windows and doors, including their hardware shall operate satisfactorily and give evidence of continuing acceptable service. Defective glass or locking mechanisms shall be replaced or repaired.

4.6.7. Screens shall be provided for all operable windows, doors and other openings. Existing screens and storm sashes which will be retained and used shall be in suitable condition to serve their intended purposes and shall be readily operable from the inside.

4.6.8. Every exterior door shall be provided with proper hardware and maintained in good condition.

4.7. FLOOR FINISH

- 4.7.2. Finish floors shall be appropriate to the use of the space, be in good condition, provide reasonable ease of maintenance, and have an extended service life.
- 4.7.3. Floors in kitchens, and bathrooms should be of a durable waterproof, non-absorptive material, such as asphalt, vinyl asbestos, vinyl plastic (minimum of .010 inches) rubber or ceramic tile, or linoleum. Wood finish floors should not be used in these rooms.

4.8. PAINTING AND DECORATING

- 4.8.2. Protective and decorative coating or surfacing shall provide adequate resistance to weathering, protection or finish surfaces free of moisture or corrosion, an attractive appearance, and reasonable durability.
- 4.8.3. Treatment of interior surfaces to eliminate hazard of lead-base paint poisoning shall be in compliance with HUD lead-base paint regulations (24 CFR, Part 35).
- 4.8.4. Kitchens and baths should be painted or papered to provide a waterproof and washable finish surface.
- 4.8.5. The dwelling unit shall be in compliance with HUD Lead Based Paint regulations, 24 CFR, Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act, 12 U.S.C. 4801, and the Owner shall provide a certification that the dwelling is in accordance with such HUD Regulations.

4.9. ALTERATIONS AND REPAIRS

- 4.9.1. All alterations, repairs and other improvements should be harmonious and tie in with existing materials to remain in an acceptable manner.
- 4.9.2. Caulk, gasket, or otherwise seal all openings, cracks or joints in the building envelope when existing materials are inadequate. Replace all loose or brittle caulking with new elastomeric material. Leave bottom edge of siding un caulked to allow moisture drainage.

5.1. GENERAL

- 5.1.1. All cooking and heating equipment and facilities shall be installed in accordance with the current building, mechanical, gas and electrical codes and shall be maintained in a safe and good working condition. Portable cooking equipment employing flame is prohibited.
- 5.1.2. All mechanical equipment shall be installed so that maintenance and replacement can be performed without the removal of other equipment or any building component.
- 5.1.3. Existing mechanical equipment and systems shall be inspected for faulty operation, fire and other hazards. Needed replacement, or repair shall conform to code requirements.
- 5.1.4. Where mechanical ventilation is required in room or other spaces, the equipment or system shall operate satisfactory if presently in place, or of new, shall be designed to good engineering practice.

5.2. HEATING

- 5.2.3. Heating System or device: Each heating system or device shall have a recognized approval for safety and shall be capable of maintaining a temperature of at least 70 within the living units, corridors, public spaces, and utility spaces when the outside temperature is at the design temperature.
- 5.2.4. Replacement heating, ventilating and air-conditioning (HVAC) system supply and return pipes and ducts shall be insulated whenever they run through unconditioned spaces. Pipe insulation shall be R-2 or greater, and duct insulation shall be R-8 or greater. Duct seams shall be tightly sealed to reduce air leakage by the use of approved tapes or mastics.
- 5.2.5. Replacement heating systems, burners and air-conditioning systems shall be of high-efficiency design, and should be carefully sized to be no greater than 15% oversize for the critical design, heating or cooling, except to satisfy the manufacturers' next closest nominal size.
- 5.2.6. Where a central heating system is not provided, each dwelling unit shall be provided with facilities whereby heating appliances may be connected. Unvented fuel burning heaters shall be prohibited.
- 5.2.7. No open-flame radiant space heater shall be permitted. All fuel burning space heaters shall be properly vented. Unvented fuel burning heaters shall be prohibited.
- 5.2.9. Appropriate clearances around all room or space heaters shall be provided, and the floor shall, be protected in an acceptable manner.

5.3. PLUMBING

- 5.3.1. Every dwelling unit shall contain not less than a kitchen sink, lavatory, tub or shower, and a water closet all in good working condition and properly connected to an approved water and sewer system. Every plumbing fixture and water and waste pipe shall be properly installed and maintained in good sanitary working condition, free from defects, leaks, and obstructions.
- 5.3.4. Conditions of existing plumbing. Plumbing systems including building sewers shall operate free of fouling and clogging, and not have cross connections which permit contamination of water supply or back-siphonage between fixtures.
- 5.3.5. The unit shall contain the following equipment in proper operating condition: cooking stove or range and a refrigerator of appropriate size for the unit and a kitchen sink with hot and cold running water. The sink shall drain into an approved public or private system.

5.4. WATER HEATING FACILITIES

- 5.4.1. Every dwelling unit shall have water heating facilities which are properly installed and maintained in a safe and good working condition and are capable of heating water to such a temperature as to permit an adequate amount of water to be drawn at every required kitchen sink, lavatory basin, bathtub or shower at a temperature of not less than 120 F. Minimum storage capacity of the water heater shall be thirty (30) gallons. Such water heating facilities shall be capable of meeting the requirements of this sub-section when the dwelling unit heating facilities required under the provisions of this ordinance are not in operation. Apartment houses may use a centralized water heating facility capable of heating an adequate amount of water as required by The International Plumbing Code to not less than 120 F.

- 5.4.3. Existing equipment. Existing water heating and storage equipment shall be in good serviceable condition, or otherwise replacement of the equipment shall be considered.
- 5.4.4. No water heater shall be installed in any room used or designed to be used for sleeping purposes. No gas or oil-fired water heater shall be located in a bathroom, clothes closet, under any stairway, or in a confined space with access only to the above locations.
- 5.4.5. Venting: All fuel burning heaters shall be connected to a vent leading to the exterior that is properly sized with the appropriate clearances.
- 5.4.7. For additions or changes made to present plumbing, and for installations, the provisions of local codes shall prevail.

5.5. ELECTRICAL

- 5.5.1. Where there is electric service available to the building structure, every habitable room or space shall contain at least two (2) separate and remote convenience outlets and bedrooms shall have, in addition, at least one (1) wall switch controlled ceiling or wall type light fixture. In kitchens, three (3) separate and remote convenience outlets shall be provided, and a wall or ceiling type light fixture controlled by a wall switch shall be required. Every hall, water closet compartment, bathroom, laundry room or furnace room shall contain at least one (1) electric fixture. In bathrooms the electric light fixture shall be controlled by a wall switch. In addition to the electric light fixture in every bathroom and laundry room, there shall be provided at least one (1) convenience outlet.
- 5.5.2. Every electrical outlet and fixture required shall be installed, maintained and connected to a source of electric power in accordance with the provisions of the current National Electrical Code.
- 5.5.4. Existing wiring and equipment. Existing wiring and electrical equipment, where continued service is contemplated, shall not be a potential source of electrical hazard or ignitions of combustible materials, and shall be so determined to be present; replacement of existing wiring and equipment shall be made. Existing electrical systems that are inadequate to meet anticipated demands shall be appropriately increased.
- 5.5.5. Not less than two general lighting circuits (15 amps) and one appliance circuit (20 amp) shall be provided for each living unit. Heavy duty equipment shall have individual branch circuits as required by the National Electrical Code. Minimum overall service shall be 150 amps.
- 5.5.6. New Electrical Work: For new electrical work, the appropriate provisions of the National Electrical Code shall apply. This work requires an electrical permit.

EXHIBIT B
CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [THE CITY OF MARIETTA, GEORGIA]
PY2019 Income Limits
Effective: June 28, 2019

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$16,750	\$27,900	\$44,650
2	\$19,150	\$31,900	\$51,000
3	\$21,550	\$35,900	\$57,400
4	\$25,750	\$39,850	\$63,750
5	\$30,170	\$43,050	\$68,850
6	\$34,590	\$46,250	\$73,950
7	\$39,010	\$49,450	\$79,050
8	\$43,430	\$52,650	\$84,150

***Source: U.S. Department of Housing & Urban Development [HUD]**

Extremely Low Income = <30% of Median Household Income

Very Low Income = 30%-50% of Median Household Income

Low Income = 50% - 80% of Median Household Income

EXHIBIT C
TERMS AND CONDITIONS OF REHABILITATION ASSISTANCE

1. Purpose of Assistance:

The applicant agrees to use the proceeds from the financing source offered by the program to accomplish the rehabilitation of his or her property to meet the minimum property standards of The City of Marietta, Georgia, certified by the governing body to contain a substantial number of structures in need of rehabilitation; or, to rehabilitate such property to the extent determined by the Community Development Office to be necessary to meet the property standards, if applicable.

2. Description of Financing:

A. ELD Emergency Grant/Housing Rehabilitation Loan/LBP & Asbestos Loan

1. A grant or loan [depending on eligibility] to correct code/incipient violations which pose an immediate threat to the health and safety of the residents.
2. Grants are restricted to the current low to moderate income owner-occupied residential units in eligible locations
3. Determination of income and certification of ownership will be done by the Community Development Office.
4. Grants shall not exceed the maximum amount approved by the Community Development Office

3. Availability of Funds:

The applicant acknowledges that the approval of any of the above financing programs is contingent upon the amount of funds available (at the time of submission for approval) for the respective program for which he or she is eligible.

4. Cancellation Conditions:

The applicant reserves the right to cancel and terminate his or her application for rehabilitation assistance at any time prior to the expiration of the three-day rescission period, if applicable for loan. In the case of a program grant without a supplementing loan to complement the rehabilitation costs, the applicant may cancel his or her application at any time prior to the execution of the Construction Contract.

5. Accomplishment of Work:

The applicant agrees to carry out all rehabilitation work specified in the application and its supporting documentation with all practicable dispatch in a sound, economical, and efficient manner, through written contract let by him with the prior concurrence of the Community Development Office or its designee. In accomplishing such rehabilitation, the applicant will comply with the Minimum Property Standards [MPS] for The City of Marietta.

6. Ineligible Contractors:

The borrower agrees not to award any contract or purchase order for rehabilitation work, other services, materials, equipment, or supplies, to be paid for, in whole or in part with the proceeds of the loan, to any contractor, whom the applicant has been advised is unacceptable for Housing Rehabilitation contracts by the Community Development Office.

7. Inspection of Work:

The Community Development Office or its designee, and the Department of Housing and Urban Development shall have the right to inspect all rehabilitation work financed in whole or in part, with the proceeds of the assistance, and will inform the contractor of any noncompliance with respect to the contract for the rehabilitation work. The applicant will take all steps necessary to assure that the City or its designee is permitted to examine and inspect the rehabilitation work, and all contracts, materials, equipment, payrolls, and conditions of employment pertaining to the work, including all relevant data and records.

8. Records:

The Community Development Office agrees to keep such records as may be required by the City with respect to the rehabilitated property and will permit the City to audit, examine, and make excerpts or transcripts from said records and to review, inspect, and make audits of all rehabilitation work, contracts, invoices, materials, records of personnel, conditions or employment, books or records, and other documentary data pertaining to the financial assistance regarding the rehabilitation work.

9. Equal Employment Opportunity:

Contract subject to Executive Order 11246: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained through this program pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the municipality setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without

regard to their race, color, religion, age, sex, familial status or national origin.

3. The contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice to be provided, advising the said labor union or worker's representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Secretary of Housing and Urban Development, or his designee, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules and regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contractor may be declared ineligible for further County contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions maybe imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs 1-7 in event subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the property owner or the County may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the property owner or the County, the contractor may request the United States to enter into such litigation to protect the interest of the County.

8. Enforcement Obligations of Applicant and Contractor:

The contractor further agrees that he/she will be bound by the above equal opportunity clause with respect to his/her own employment practices when participating in federally assisted construction work.

The applicant agrees that he/she will assist and cooperate actively with the Secretary of Housing and Urban Development and Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that he/she will furnish the Secretary of Housing and Urban Development and Secretary of Labor such information as they may require for the supervision of such compliance, and that he/she will otherwise assist the Secretary of Housing and Urban Development in the discharge of the Secretary's primary responsibility for securing compliance.

The applicant further agrees that he/she will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for County contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Housing and Urban Development or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order. In addition, the applicant agrees if he or she fails or refuses to comply with these undertakings, the County may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this application and agreement; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant and refer the case to the Department of Justice for appropriate legal proceedings.

9. Title VI of the Civil Rights Act of 1964

The applicant will utilize the proceeds of the financial assistance in compliance with all requirements imposed by or pursuant to regulations of the Secretary of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1964 (78 Stat.252). The applicant also agrees not to discriminate upon the basis of race, color, creed, or national origin in the sale, lease, rental, use or occupancy of the real property rehabilitated with the assistance of the program. The United States Government shall be deemed to be a beneficiary of these provisions both for in its own right and also for the purpose of protecting the interest of the community and other parties, public or private, in whose benefit this provision has been provided and shall have the right, in the event of any breach of this provision, to maintain any actions or suits at law or in equity or any other proper proceedings to enforce the curing of such breach.

10. Interest of Certain Federal Officials

The applicant and the contractor agree that no member of or delegate to the Congress of the United States shall be admitted to any share or part of the proceeds of the assistance or to any benefit to arise from the same.

11. Bonus, Commission or Fee

The applicant will not pay any bonus, commission or fee for the purpose of obtaining the County's approval of his or her application for assistance, or any other approval or concurrence required by the County or its designee to complete the rehabilitation work financed in whole or in part with this application.

12. Interest of County Personnel

No member of the governing body of the County who exercise's any functions or responsibilities in connection with the administration of the County and no other officer or employee of the County who exercises such functions or responsibilities, shall have any interest, direct or indirect, in the proceeds of this Loan, or in any contract entered into by the Applicant for the performance of work financed in whole or in part with the proceeds of this loan.

13. Interest of Local Public Officials

No member of the governing body of the locality in which the property is to be located who exercises

any functions or responsibilities in connection with the administration of the county program, shall have any interest, direct or indirect, in the proceeds of this assistance, or in any contract entered into by the applicant for the performance of work financed in whole or in part with the proceeds of this Program.

14. Prohibition of Lead-Based Paints

In the rehabilitation of residential structures, the applicant and the contractor agree to comply with the regulations promulgated by the Consumer Product Safety Commission prohibiting the use of lead-based paint. With respect to paint which is manufactured after June 22, 1977, lead-based paint means any paint containing more than six one-hundredths of one per centum lead by weight (calculated as lead metal) in the total non-volatile content of the paint or the equivalent measure of lead in the dried film of paint already applied.

Exhibit D
STANDARD SPECIFICATIONS FOR CDBG REHABILITATION PROGRAMS
TABLE OF CONTENTS

CITY OF MARIETTA, GEORGIA	2
HOUSING REHABILITATION PROGRAM	2
POLICIES & PROCEDURES	2
5 Applicant Processing - Sequence of Events Page 8	2
1. INTRODUCTION	3
2. PROGRAM GOALS	4
3. PROGRAM OBJECTIVES	4
4. HOUSING REHABILITATION PROGRAMS	4
4.1 DESCRIPTION:	4
4.1.1 ELIGIBLE APPLICANTS: [ELD EMERGENCY GRANT]	5
4.1.2 ELIGIBLE PROPERTIES:	5
4.1.3 ELIGIBLE REHABILITATION ACTIVITIES AND COSTS:	5
4.1.4 TERMS AND CONDITIONS:	5
LEAD-BASED PAINT/ASBESTOS PAINT PROGRAM (LBP/Asbestos)	5
4.2 DESCRIPTION	5
4.2.1 ELIGIBLE APPLICANTS	6
4.2.2 ELIGIBLE PROPERTIES	6
4.2.3 TERMS AND CONDITIONS OF THE LBP/ASBESTOS LOAN	7
5.0 APPLICANT PROCESSING - SEQUENCE OF EVENTS	9
6.0 APPLICATION PROCEDURES	11
7.0 PROCESSING/EVALUATION/SELECTION OF APPLICANTS	11
8.0 DETERMINATION OF WORK	12
9.0 CONTRACT NEGOTIATIONS	12
9.1 Housing Rehabilitation Program	13
10.0 CONTRACTS	13

11.0	PRE-CONSTRUCTION CONFERENCE (WHEN NECESSARY)	14
12.0	FINANCIAL ADMINISTRATION	14
13.0	APPLICATION PROCEDURES AND DISCIPLINARY ACTION FOR CONTRACTORS	15
13.1.1	APPLICATION	15
13.1.2	ACTION ON CONTRACTOR'S APPLICATION	16
13.1.2.A	Contractor's Placement on and Removal or Suspension from the City of Marietta CDBG Program's Active Contractor's List.	16
13.1.3	DISCIPLINARY ACTION	17
13.1.4	COURSES FOR DISCIPLINARY ACTION – Termination from Active Contractors List.	17
13.1.5	TYPES OF DISCIPLINARY ACTION – Six Month Suspension from Active Contractor's List.	18
13.1.5. A	INFORMAL HEARING PROCEDURES FOR HOUSING REHABILITATION CONTRACTORS	18
13.1.6	Debarment	20
13.1.7	Evaluations of Contractors	20
EXHIBIT A		21
MINIMUM PROPERTY STANDARDS (MPS)		21
THE CITY OF MARIETTA		21
EXHIBIT C		32
TERMS AND CONDITIONS OF REHABILITATION ASSISTANCE		32
Exhibit D	STANDARD SPECIFICATIONS FOR CDBG REHABILITATION PROGRAMS	37
	GENERAL CONDITIONS	40
SECTION II		42
A.	DEMOLITION	42
B.	EROSION CONTROL	43
C.	LANDSCAPING	43
D.	SITE WORK	44
E.	EXISTING UTILITIES	45
SECTION III		46
	CONCRETE WORK	46
SECTION IV		51
A.	MASONRY	51
B.	MORTAR TYPE	51

C. WALL. MASONRY	52
D. GENERAL	52
E. PIERS 52	
A. CARPENTRY	52
B. FINISH CARPENTRY AND MILL WORK	53
C. EXTERIOR SIDING	54
D. CLOSETS	54
E. PANELING	54
F. STAIRWAYS/HANDRAILS	55
G. Kitchen Cabinets	55
SECTION VI	55
A. STUCCO	56
B. PLASTERING	56
C. ONE HOUR FIRE RESISTIVE CONSTRUCTION	57
SECTION VII	57
A. WINDOWS	57
B. NEW WINDOW SCREENS	57
C. GLASS AND GLAZING	57
D. DOORS	57
E. Wood Doors	58
F. WEATHER STRIPPING AND THRESHOLD	58
G. ATTIC ACCESS DOORS	58
H. CRAWL SPACE DOORS	59
SECTION VIII	59
A. ROOFING AND SHEET METAL	59
B. FLASHING	59
C. GUTTERS AND DOWNSPOUTS	60
SECTION IX	60
A. CAULKING	60
B. INSULATION	60
A. PAINTING AND DECORATING	60
B. PREPARATION OF SURFACES	61
GENERAL:	61
SECTION XI	61
A. HARDWOOD FLOORS	61
B. SUBFLOOR	62
C. UNDERLAYMENT	62
D. RESILIENT FLOORING	63
E. CARPET	63
SECTION XII	63
A. PLUMBING FIXTURES	63
B. WATER HEATER	63

C. EXISTING FIXTURES	63
D. BATHROOM FIXTURES	64
E. GENERAL PLUMBING	64
SECTION XIII	65
HEATING SYSTEM	65
SECTION XIV	65
ELECTRICAL	65
SECTION XV	66
CERAMIC TILE	66
SECTION XVI	66
HANDICAP REQUIREMENTS	66
SECTION XVII	66
TERMITE TREATMENT	66
SECTION XVIII	67
PAVING	67
Relocation is Required in CDBG Rehabilitated Housing That May Contain LBP	71

SECTION I

GENERAL CONDITIONS

SCOPE of work shall include all labor, materials, equipment, drawings, and services necessary for the proper completion of the rehabilitation of the property identified in the Work Write-Up.

THE WORK WRITE-UP shall take precedence over the Standard Specifications and when in conflict, the material, equipment, workmanship, etc., called for in the Work Write-Up will be required.

THE CONTRACTOR is responsible for all permits and applicable fees. The contractor shall provide and maintain for the duration of the work, temporary toilet facilities for the use of workers. The contractor shall be responsible for the acts and omissions of his/her employees and sub-contractors and shall employ only qualified persons, skilled in the job which is assigned to them.

SUBCONTRACTORS shall be bound by the terms and conditions of this contract insofar as it applies to their work, but this shall not relieve the general contractor from the full responsibility to the owner for the proper completion of all work to be performed under this agreement. The general contractor shall not be released from his/her responsibility by a sub contractual agreement he may make with others nor shall anything contained in the contract documents create any contractual relation between any subcontractor and the owner.

THE OWNER shall provide utilities, as necessary, for the duration of the job, at no cost to the contractor.

THE DRAWINGS of floor plans are for diagram and illustrations only and are not to scale nor do they show all of the work required, exact dimensions or construction details.

CHANGES in work, including substitutions of material and changes in the scope of workmanship will not be made unless it is found to be necessary or desirable. Any changes proposed by either the contractor or the owner shall be in writing, stating the cost change, and agreed to by the contractor, the owner and the The City of Marietta Community Development Block Grant office before any change in work is started.

MATERIALS shall be new, in good condition and of the grade required by the Work Write-Up or specifications unless otherwise agreed. Materials damaged in shipment or prior to owners' acceptance shall be replaced at the contractors expense. The Contractor must furnish all material, cartage, equipment, etc., at his expense, which may be necessary to the satisfactory execution of the contract. The materials used and installed must be new and of the best quality, as specified. These performance standards are not intended to exclude any products or material of equal or greater merit than those specified herein. Trade names used herein are for the purpose of establishing the quality desired. The exact material used on a specific property may be described in the Work Write-Up in which case such notation would override these Standards Specifications.

WORKMANSHIP shall be done in accordance with the trades' standards as "Workmanlike Manner" or "Acceptable Standards of Workmanship."

REPAIRS shall be made to all surfaces damaged by the contractor resulting from his/her work under this contract at no additional cost to the owner. Where "repair" of an existing item is called for in the Work Write-Up, the item or feature (wall, floor, door, etc.) is to be placed in "Equal to New Condition" either by patching or replacing. (Taking into consideration the fact that existing structures cannot be "Restored as New," and that some lines and surfaces cannot be level, plumb, true and without slight irregularities). All damaged, decayed, missing, or rotted parts shall be replaced and loose parts shall be secured or replaced so that the finished work shall match the adjacent work in the design and dimension. Such patching or replacement shall be made to blend with existing work so that the patch or replacement is inconspicuous.

PERMITS AND CODES -All work performed shall be done in accordance with applicable, local, state and or national codes and be subjected to the approval of The City of Marietta and all other local inspection departments. The Contractor will secure at his own expense all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work.

INSPECTION of the rehabilitation work shall be done by authorized inspectors of the authority having jurisdiction, and shall be scheduled by the contractor during normal working hours. When permits are issued, the rehab inspector AND the proper county/city inspector **MUST BE CONTACTED** before the inspection. All work performed shall be subject to the inspectors' approval and acceptance. Request for inspections should be called in to the county/city inspector and to the Community Development Office 24 hours in advance. Small jobs shall require only a final inspection. All large jobs, Lead Based Paint/Asbestos Loans, shall have a series of inspections, one at 30% completion, one at 60%, and one at 90%, and a final inspection. Whenever the contractor is installing a new roof, an inspection shall be made when the old roofing is removed, new 30# felt is installed and the flashing and drip cap are in place.

LABOR QUALITY - All labor furnished by contractors or subcontractors must be performed by trained, skilled, competent craftsmen, licensed when required. The Agency reserves the right to have personnel who are

not performing their services in an acceptable manner removed from the job site. Labor performed by the owner or owners immediately family is not allowed under this contract/program. All work performed will be subject to inspection and approval by the Agency prior to the final disbursement of funds.

BIDS OR PROPOSALS will be submitted at the bidder's risk and the owner reserves the right to reject any or all bids or proposals. The bids/proposals will be reviewed by the Community Development Office and a recommendation will be made to either accept or reject the bid after such review. Bids must be submitted on the form provided by the Community Development Office and should include all information requested in order to be considered a responsive bid. The contractor should not assume that just because he is the lowest bid, that he will be awarded that bid/contract.

CLEAN UP and removal of all debris and materials resulting from his/her work shall be the responsibility of the contractor who will, upon completion of his/her work, leave the premises in broom clean condition.

LEAD BASE PAINT WARNING The contractor/owner is reminded that compliance with HUD's "Lead-Base Paint Poisoning" Prevention Act is mandatory.

WHEN ADJACENT PROPERTY is affected by any work done under the contract, it shall be the contractor's responsibility to take whatever safeguards or precautions necessary for the protection to the adjacent property and to notify the owner thereof of such actions. The contractor shall protect all work adjacent to the contract site from any damage resulting from the work, and shall repair or replace any damaged work at his own expense.

- The contractor shall replace and put in good condition pavements, utilities, trees, fencing and other existing conditions damaged in carrying out the contract.
- The contractor shall take all precautions to protect persons from injury and unnecessary interference or inconvenience. The contractor shall leave an unobstructed passage for pedestrians and vehicles and for access to fire hydrants.
- The contractor agrees to keep the home clean and orderly during the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the contractor unless otherwise stated, and shall be removed immediately.
- The contractor will assume full responsibility for protection and security of products stored on the premises.

SECTION II

A. DEMOLITION

The contractor shall complete demolition work as indicated on the drawings or in the Work Write-Up.

All debris resulting from demolition operations shall be removed as it accumulates and not allowed to be stored on site. Clean up shall be the responsibility of the contractor, and upon completion of the work, the premises shall be hand raked if necessary.

- Debris shall not be burned on the site.
- Demolition shall be conducted in a safe and workmanlike manner.
- All surplus materials to be removed shall become the property of the contractor and shall be removed from the premises unless otherwise stated or directed.
- Demolition shall include the removal of all foundations, piers, slabs and underground pipe (water and gas) etc.

- At no time shall the contractor leave any unsafe condition on site during the contract period (i.e., unsupported roofs, walls, below grade excavations, etc.).
- All cellars, and excavations below-grade shall be filled with clean dirt to a finish grade matching the existing grade, and/or the entire lot shall be graded as specified (in the Work Write-Up) to prevent water accumulation. To prevent run-off and to provide erosion control, the graded area shall be seeded as specified in the Work Write-Up and mulched with hay and/or straw to protect the soil until erosion control becomes effective, or as specified in the Work Write-Up.
- Portions or parts of the structure or property not to be demolished, and intended to remain intact, shall be protected by the contractor. Should those parts remaining become damaged as a result of the demolition or of negligence on the part of the contractor, those parts shall be repaired or replaced.

B. EROSION CONTROL

Disturb as little topsoil and vegetation as possible. Protect desirable trees, and do not clear undesirable trees with construction equipment. Operate clearing equipment as near as possible on the contour. Water shall not be conducted onto an adjacent property. All property shall be protected with straw bails or earth berms, per county soil erosion standards, to prevent runoff.

Stabilize disturbed areas immediately by employing erosion control techniques as outlined in the "Manual for Erosion and Sediment Control in Georgia". Minimize the disturbed areas and duration of exposure and retain runoff and sediment.

C. LANDSCAPING

ROUGH GRADING/BACK FILL- Fill material shall be free of debris or other detrimental material. All fill shall be compacted to a density that will avoid damaging settlement. Fill shall be placed when ground is frost free and weather is favorable. "Marine" Clay is not to be used as back fill for foundation, retaining walls, or compacted fill under slabs, walks or driveways. Dirt excavated must be removed with new soil brought in its place, compacted with 6" lifts to 90% density.

Backfill, all areas with clean, dry soil free from wood, root matt or other debris. Soil should be carefully placed by a machine located perpendicular to the wall being backfilled. Care is to be taken not to fracture the wall by having heavy equipment located too near to the structure. Backfill is to be compacted to prevent excess settling. No backfill shall be placed until the construction adjacent thereto, or the utility to be backfilled, has been inspected, tested and approved. Use only earth materials, free from perceptible amounts of debris, wood or topsoil. It shall be free of frost at the time of placement, and shall not contain marl or other elements which tend to keep it in a plastic state. Rock of proportional size may be included in the backfill when so distributed as to permitted proper compaction without creating voids. Rock shall not be placed closer than twelve (12) inches to a wall or utility.

TOP SOIL shall be a minimum of 4 inches (compacted depth). Free of stones, debris, and other material detrimental to plants. Shall consist of a sandy loam containing 2 to 2.5 % organic matter. Furnish and place topsoil 4 inches thick over area to be seeded if called for in the work write-up. Spread evenly to true contours and hand rake to an even, smooth surface, ready for sodding. The surface soil shall be compacted lightly to minimize settlement. Top soil shall be placed when ground is frost free and weather is favorable.

SEEDING- Prepare the area to be seeded by removing all debris, grading spreading topsoil if required and

hand raking. Sow lawn grass seed, working seed into soil by raking and watering. Cover seeded area with straw. All areas disturbed during the course of construction or as indicated in the work write-up or drawing shall be seeded. Contractor shall guarantee a 3" stand of grass. Seed quality shall be a minimum purity of 85%, minimum germination of 80% and weed content not to exceeding a maximum of 1/2 %. Seed mixture shall not be less than 85% (by weight) permanent grass and 15 % (by weight) annual grass.

Application - Rate of spread as recommended by the producer, but not less than 4 pounds per 1,000 square feet. Roll with a light roller and water thoroughly with a fine spray, avoiding erosion of seed bed. Seeding shall be done when the ground is frost free and weather is favorable.

SODDING

Sod shall be fresh cut, taken from a thick stand (minimum 1 1/2" thick) of permanent lawn grass, reasonably free from weeds and coarse grass, uniform in thickness and cut in strips.

Application - Lay sod in strips avoiding wide joints. Sodding shall be done when ground is frost free and weather is favorable. After laying, thoroughly water and tamp or roll until bonded to topsoil. Slopes one (1) foot rise in two (2) feet or steeper: carefully pegged to hold sod until roots spread and firmly grip soil beneath.

Guarantee: Sodded areas which do not show a prompt catch shall be re-sodded at no expense to the owner.

FINISH GRADE:

Minimum fall of protective slope around buildings shall be 2% for a minimum of 4 feet. Grades from 3 to 1 to 2 to 1 shall be sodded. Maximum slope shall be 2 to 1.

Grading shall be accomplished to allow drainage of surface water away from buildings and off site.

All Nursery stock shall be guaranteed for a period of 1 year from substantial completion or 2 growing seasons whichever is longer.

D.SITE WORK

The site work includes all labor materials and equipment required for site excavation, grading, and soil preparation as shown on the drawings and/or specified herein.

Footing Excavation

Care must be taken not to excavate below proper level for placement of footing. No backfilling under footing will be permitted. The bottom of all trenches or excavations to receive footing must be level regardless of character of excavated material. When excavation is carried below proper levels, concrete must be placed at the bottom of the footing to insure that the elevation at the top is as shown on the drawings.

Trench Excavation

Trenches shall be of necessary depth and width for the proper laying of pipe, with a minimum of eight (8) inches on either side of the pipe bell; the sides shall be vertical. The bottom of trenches shall be accurately graded to provide uniform bearing and support on undisturbed soil at every point along its entire length. No greater length of trench shall be left open, in advance of the completed structure placed therein, than can be completed in that day's operation.

The trench shall be kept free of water by an approved method, during the progress of the work.

Exterior Foundation Drain Tile

Excavate around entire dwelling. Be aware of any underground utilities. Excavation at the highest point is to be 3 inches below the basement floor level. Fill bottom of trench with 3 inches of 3/4" to 2" sized washed gravel. Place the 4 inch flexible, perforated plastic pipe at a slope of 1/4" per foot to outfall or sump pit and cover with 8 inches of washed gravel. Cover gravel with roofing felt or 6 mil. poly. Backfill to within 6 inches of finish grade. Fill the remaining 6 inches with topsoil.

Drain Tile and Drywell

Install 4" flexible exterior drain tile in trench with minimum depth of 18 inches. Install tile on a 6" gravel base and cover with 4" washed gravel, building felt and minimum 4 inches of topsoil. Rake seed all disturbed areas. Tile is to have a slope of 1/8" per foot minimum.

If specified in work write up run drain tile into a drywall and connect downspouts as per drawing.

- Excavation and grading the site to sub-grade of pave or unpaved areas as shown on the drawings and/or specified herein.
- Excavation for footings, retaining walls, slabs, walks, curbs, and other structures.
- Excavation of trenches for the location of storm or footing drain tile.
- Installations of back-fill, base-course material, drain tile and catch basin. Stripping, storage and re-use of topsoil.
- Preparation of site to receive fill, topsoil or base-course.
- Relocation and re-use of acceptable excavated material.
- Removal from the site of all debris and unsuitable material. Also included are:
- Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
- Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damage utilities to satisfaction of utility owner.

E. EXISTING UTILITIES

The contractor is required to call the required utility agency such as the Phone Co., Power Co., and Gas Co. before starting any excavation. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations.

Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

APPROVED

PRODUCTS

Patching Materials

- Chem-Masters Corporation, Chagrin Falls, Ohio.
- Protex Industries, Inc., Denver, Colorado.
- Larsen Products Corporation, Rockville, Maryland.
- Guardian Chemical Company, Atlanta, Georgia.
- Pecora Chemical Corporation, Philadelphia, Pennsylvania.
- Products Research & Chemical Corporation, Gloucester City, New Jersey.

Bonding Agent for Concrete Repair

- Chem-Masters Corporation "Polytops 40"
- Protex Industries Inc. "Probond ET-150"
- Larsen Products Corporation "Weld-Crete"

Joint Sealer

For repairing existing joint sealer, new joint sealer shall match existing.

New joint sealer:

- Pecora Chemical Corporation NR-100 two part pourable polyurethane sealant, black color.
- Products Research & Chemical Corporation Rubber Calk No. 230 three part polyurethane sealant, black color.

Damp Proofing

- Anti-Hydro Waterproofing Co.
- Celotex Corp.
- Chem-Master Corp.
- Euclid Chemical Co.
- Flintkote Co.
- W.R. Grace & Co.
- Karnak Chemical Corp.
- Koppers Co., Inc.
- W.R. Meadows, Inc.
- Sika Chemical Corp.
- Sonneborn/Contech
- Weatherguard Products Corp.

SECTION III

CONCRETE WORK

The concrete mix shall be 1 part Portland cement, 2 parts clean washed sand, and 5 parts clean gravel by volume. The water shall not exceed 8 gallons per bag of cement, and shall be potable. At no time

will more than 2% calcium chloride be used in freezing weather to accelerate concrete setting.

No concrete shall be poured when the temperature of the surrounding air is below forty degrees Fahrenheit (40). No concrete shall be placed on frozen ground. When temperatures are expected to be below 32 degrees, a 12" cover of straw shall be spread evenly to preclude freezing. All frozen or spalled concrete will be removed and replaced at Contractor's expense. A controlled environment with an interior temperature of 32 degrees or greater is acceptable if the temperature will remain 32 degrees or greater for five days thereafter.

Place concrete in forms in one layer of the required thickness. After concrete has been placed in forms, use a strike-off device to bring the surface to the proper section to be compacted. Tamp and consolidate the concrete with a suitable wood or metal tamping bar.

Where repair or replacement of new concrete is adjacent to or is a part of existing concrete, the finish on new concrete shall match the finish on existing concrete.

Concrete in footings shall have an ultimate compressive strength of not less than 2500 pounds per square inch at 28 days, and not less than 4-1/2 bags of cement per cubic yard of concrete with not more than a 4 inch slump.

Yard pavement shall be 4" thick with a float and broom finish.

Floors shall be 4" thick with a steel trowel finish poured of no less than a 3000 pound per square inch at 28 days.

Footings shall be a minimum of 8" thick, and not less than 1 1/2 times the pier or foundation projection and shall be on virgin soil.

All concrete shall meet ACI Standard 301-72.

For Repair Work:

- Cracks: Chip and roughen sides of cracks to sound concrete to effect a mechanical bond for repair work.
- Spoiled areas: Chip and roughen spalled areas to sound concrete to effect a mechanical bond for repair work.
- Finish: Remove areas of unsuitable finish to sound concrete and roughen to provide a mechanical bond for repair work. Provide for a least a 1/2 inch thick topping over sound concrete.
- Expansion joint fillers: Remove sections of defective filler strips for full depth of concrete.
- Joint sealer: Remove defective sealers. Wire brush to remove all traces of sealer and to expose clean and sound concrete surfaces suitable of new sealer.
- Cleaning: Clean sound concrete surfaces with blast of compressed air and rinse with water.

For Replacement Work:

- Break up concrete and remove from site. Prepare sub grade.
- Build forms to required shapes, lines and dimensions of concrete. Brace and secure to contain concrete. Use plywood lined forms for exposed surfaces.
- Installed sand cushion minimum 2 inches thick.

Finish: Concrete

Finish for Slab Work - Wood float concrete, while still green, to true, even planes with no coarse aggregate visible. After surface moisture has disappeared, steel trowel surfaces to a smooth, even, dense finish, free from blemishes and trowel marks.

Finish for Porches and Stairs- Same procedures and finish as specified for slabs, except after troweling; brush surfaces of concrete with a soft bristle broom to result in a uniform non-slip textured surface.

Finished Tolerance- Finished surface of concrete shall not vary more than 3/16 inches from the testing edge of a 10 foot long straightedge. Satisfactorily correct irregularities exceeding that tolerance.

Footings:

Footings shall be excavated 12" minimum below finish grade to solid bearing. The sides shall be cut square and free of roots. Bottoms will be free from loose earth and roots prior to placing concrete. A minimum of two #4 bars shall be placed on approved supports within the middle third of the footing depth.

All footing concrete shall contain 5 bags of cement per cubic yards of concrete and attain a stress of not less than 3,000 P.S.I. at 28 days. All footing shall be inspected and approved by the Agency inspector and local government building inspectors before placing concrete. Submit proof of inspection certificate. Footings are to be sized and located as per drawings. Footings must rest on virgin soil or properly compacted fill. Concrete not meeting these standards will be removed and replace at the contractors expense.

Exterior Slabs:

Exterior slabs on grade, patios, stoops and porches shall be formed true and square and shall rest on a well tamped earth or gravel base. Pitch all concrete 1/8" per foot in the direction of drainage. All concrete shall contain 6.2 bags of cement per cubic yard of concrete and shall attain a stress of not less than 3,500 P.S.I. at 28 days. Concrete shall contain 6 x 6 #10 welded wire mesh. Concrete shall be screened smooth and floated so that 1/8" of "soup" comes to the top. All stone will be least 1/8" below the surface. All edges shall be finished with a concrete edger. Concrete incorrectly placed for drainage and not true and straight will be removed and replaced at Contractor's expense.

Concrete Sidewalks:

Sidewalks shall be full 4" thick and of widths to match existing, or as hereinafter called for. All sidewalk concrete shall contain 6.2 bags of cement per cubic yard of concrete and attain a stress of not less than 3,500 P.S.I. at 28 days. Where new concrete abuts existing concrete, place a pre-molded asphalt expansion joint in

between the two. If no joints exist, cut existing concrete square with a masonry saw to produce a true and square joint. All concrete shall be placed on a well tamped earth or gravel bed free any organic material. Sides of wall shall be formed straight or curve in a true arc. Concrete shall be screened true and floated so that at least 1/8" of "soup" comes to the top. All stone will be lightly broom for a non-slip surface. Provide control joints every 5' and an asphalt expansion strip ever 30'. All edges shall be finished with a concrete edger. Concrete incorrectly placed for drainage or not true and/or straight will be removed and replaced at Contractor's expense. Finished surface shall be flush with grade or to match that of existing.

Exterior Concrete Steps:

Exterior steps shall be formed square and true, and have widths as required. At no time should any riser be greater than 7 1/2" or any tread less than 9" deep. All treads shall pitch to the front 1/8". All risers shall cant inwardly 3/4". Remove side and step forms and finish all surfaces. All edges shall be finished with a concrete edger. Use 2.640-A concrete mix. All riser and treads of the same set of stairs shall be dimensionally uniform with max. 3/16" variation between steps. Stairs not meeting these standards will be removed and replaced at the contractors' expense.

Concrete Porches

Concrete porches shall be formed square and true using lumber of sufficient size to insure straight forms. Adequately brace all forms to eliminate bellying or bows in concrete work. All reinforcing steel, concrete thickness and porch size shall be as per drawings. All concrete shall contain 6 1/2 bags of cement per cubic yard of concrete and attain a stress of not less than 3,500 P.S.I. at 28 days. All porch slabs shall be screened true floated and vibrated with a mechanical vibrator to insure that no voiding will occur and proper covering of reinforcing steel. Steel trowel twice and lightly broom for a non-slip surface. Remove edge forms and finish all exposed ends. Finish all edges with a concrete edger, including bottom edge of slab. All porch slabs improperly finished and/or pitched will be removed and replaced at Contractor's expense.

Interior Slabs

Interior slabs on grade shall be full 4" thick and reinforced with 6x6 #10 welded wire mesh. All concrete shall rest on a 4 mill polyethylene vapor bather over 4" of washed gravel on a well tamped earth base. Concrete shall contain 6.2 bags of cement per cubic yards and attain a stress of not less than 3,500 P.S.I. at 28 days. Concrete shall be placed with a transit level or by using grade stakes. Slabs shall not vary more than 1/2" over entire surface. Where slabs abut masonry walls, they shall be finished square and true. Slabs shall be floated and twice steel troweled for a hard smooth surface ready to receive tile. Slabs not level within tolerances will be removed and replaced at contractor's expense. Slabs on grade must have an expansion joint or pre-molded asphalt material wherever slab abuts a masonry wall. Styrofoam insulation board 24" wide and 1" thick is to be laid around the slab perimeter and under the wire mesh wherever that perimeter involves an exterior wall.

Patching Concrete

Mix and apply bonding agent to prepared concrete areas in accordance with manufacturer's printed instructions.

Mix concrete mortar for patches, using Portland cement, sand and water in proper proportions for a workable mix.

The amount of mixing water shall be as little as is consistent with the requirements for handling and placing.

Re-temper mortar without the addition of water.

Thoroughly compact mortar into place and screen off to leave patches slightly higher than surrounding surfaces.

Leave patches undisturbed for a period of 1 to 2 hours to permit initial shrinkage before finally finishing. Finish patches in such a manner to match adjoining surfaces.

DAMPPROOFING AND WATERPROOFING

DAMPPROOFING AND WATERPROOFING that is specifically indicated in the Work Write-Up shall include, but not be limited to the following:

- Sealing interior/exterior foundation walls to prevent the penetration of moisture and water.
- Installation of drain tile where necessary.
- Installation of vapor barrier under slab.
- Concrete and brick sealers on exterior walls.
- Materials used for waterproofing must be manufactured specifically for that use, installed per manufacturer recommendations and approved by the inspector prior to application.
- Below grade coating must comply with Federal Spec. SS-A701. Below grade slab vapor barrier shall meet ASTM C 173-69 standard.
- Surfaces subject to coatings shall be completely dry and clean prior to application of coating. The application shall be in accordance with the manufacturer's recommendations, using an approved applicator.
- Adjoining or adjacent areas shall be protected.
- To provide positive drainage the installation of sump pumps shall be mandatory where gravity flow positive drainage in a basement or crawl space cannot be obtained. Installation of a sump pump shall include: Grading crawl space to provide drainage to a low area where a concrete well shall be built. This well shall accommodate an automatic sump pump of adequate automatic capacity. A 110 volt outlet and discharge line to the exterior of the building is considered part of the installation.

Repairing Leak in Foundation Walls

Contractor shall remove earth from around foundation wall to the depth of the footing. All cracks and openings in the existing parging shall be patched. Apply second layer of cement parging and final layer of bituminous water-proofing. Water-proofing. Install continuous layer of polyethylene over bituminous water proofing to provide moisture impervious layer from grade level to footing. All earth shall be replaced and graded to insure 1/2 inch per foot fall away from house. All disturbed earth shall be reseeded. Contractor shall assume responsibility for all plants within the affected area. All work shall be guaranteed for a period of one year from acceptance.

Waterproofing

Interior drains under slabs. Install a 3" diameter flexible perforated pipe laid in a 3" bed of washed gravel. Cover pipe with 3" of gravel and 6 mil polyethylene. The pipe is to run around the complete interior perimeter of the slab and slope 1/8" per foot to the sump pump crock or through exterior wall to acceptable at fall.

Sump Pump

To provide positive drainage the installation of a sump pumps shall be mandatory where gravity flow positive drainage in a basement or crawl space can not be obtained. Installation of a sump pump shall include grading crawl space to provide drainage to a low area where a contractor shall be built. This well shall accommodate an automatic sump pump of adequate and automatic capacity. A 110V outlet and discharge line to the exterior of the building is considered part of the installation.

Cold Bitumen on Exterior and Interior Surfaces

Apply coat of cold, liquid bituminous damp proofing material, by brushing or spraying at rate of 1.25 to 2.0 gal. per 100 sq. ft., depending upon substrate texture, as require to produce a uniform dry film thickness of not less than 12 mils.

Repeat application specified above, after allowing 24 hours for drying of first coat. Apply second coat at rate of 0.8 to 1.24 gal. per 100 sq.ft., excepted double thickness of second coat where first application has failed to produce smooth, lustrous, impervious coat.

GRADING

Rough grade: Lawn areas shall be four (4) inches below finished grades shown except where otherwise indicated. Rough grades for paved areas shall be determined by the depth of the pavement.

Finish Grade: Uniformly smooth grading of all areas covered by the project, including adjacent transition areas, shall be accomplished. The finished surface shall be smooth, compacted and free from irregular surface changes and shall be that ordinarily obtainable from blade grader operations. Ditches, swells and gutters shall readily drain, and shall be free of humps or hollows.

Finish grade line at the structure is to be 8" below floor level or siding whichever is lower.

Grading for Drainage: Topsoil adjacent to foundation must be graded to slope away from the structure a minimum of 6" in 10 feet. Water must always be directed away from the structure. Use swells or earth berms to direct water flow from grades and to aid in positive drainage.

SECTION IV

A. MASONRY

TUCK POINTING

Cracks in masonry shall be tuck pointed as follows:

Cut away defective mortar to a depth of 1/2" with hand or power tools. Remove all loose material. Pre-hydrate mortar by mixing all ingredients dry, then mix again adding only enough water to produce a damp thick mix which will retain its form when pressed into a ball. After one to two hours, add sufficient water to bring it to the proper consistency; that is, somewhat drier than conventional masonry mortar. To insure a good bond, wet the mortar joints thoroughly before applying fresh mortar.

B. MORTAR TYPE

- Type N = 1 part Portland cement, 1 part type S hydrated lime and 6 parts sand, proportioned by volume.
- Pack mortar tightly in thin layers until joint is filled, then tool to a smooth concave finish to match existing

mortar work.

- All areas are to be left clean and free from deleterious substances.
- Color may be added to match existing mortar. Re-tempering of mortar shall not be allowed. Use of lime or shrinkage inducing agents (lignin) shall not be allowed.

C. WALL. MASONRY (including foundations, chimneys and piers as described on the Work Write-Up) shall include the following:

- Wall masonry shall match existing.
- Items built into masonry walls are to include joint reinforcement, anchors into adjoining surfaces, and other items shown or required by the work.
- Rework existing chimneys by rebuilding from the roof up or tuck pointing chimney and repairing fireplace including damper if fire place is to be used or unused and deteriorated. The chimney shall be removed to within 2 feet of the roof line and properly capped. All interior openings shall be sealed with masonry material.
- Wall ties shall be of 22 gauge material, installed at each bearing point, a maximum of 24" on center.
- Foundations, masonry piers and curtain walls shall include the installation of a concrete footing as detailed in Section III.
- Proper tooling of all joints.
- Clean up and protection of adjoining and surrounding surfaces.
- Provide weep holes maximum of 4' on center.
- Provide full head and bed joints.

D. GENERAL

- All work shall conform to best masonry trade practices and shall be in accordance with code requirements for such type walls.
- No masonry shall be installed or repaired when the temperature is below 40 degrees Fahrenheit, without taking protective measures from freezing.
- Masonry installation shall be plumb, true to line, with level and accurately spaced courses. Mortar joints shall not exceed 1/2" unless existing work requires larger joints to match.
- Cleaning shall be accomplished by the use of stiff brushes.
- Acids or other cleaning agents shall not be used without explicit consent of the inspector and only as recommended by the manufacturer.

E. PIERS

Concrete Block Piers shall be a minimum of 8" X 16" on proper footings. Maximum height of piers shall be 4 times the least dimension of block (plus cap block) for hollow and 10 times the least dimension of block (plus cap block) for solid block.

SECTION V

A. CARPENTRY

All structural and non structural framing shall conform to the current edition of the International Residential

Code. All framing lumber, plywood and particle board shall be grade marked or certificate of inspection issued by an approved grading or inspection bureau or agency; Douglas Fir, Construction grade or better; Southern Pine, stud grade or better, and of adequate size and dimension to meet span tables as specified in the SPIB lumber table.

- Bearing partition stud walls shall not be less than 2" x 4" studs, set with long dimension perpendicular to the wall, a maximum of 16" on center.
- Stud partitions containing plumbing, heating, or other pipes shall be so framed and spaced to give proper clearance for the piping. Where plumbing, heating or other pipes are placed in or partly in a partition, necessitating the cutting of the soles or plates, a metal tie not less than 1/8" thick and 1 1/2" wide shall be fastened to the plate across and to each side of the opening with not less than 4 - 16D nails.
- All door and window openings shall be framed with double studs. Headers shall be constructed of two pieces of framing material set on edge. Corners shall be constructed of three full length studs. Pressure treated sole plates shall be used on concrete floors and be grade marked.
- Double top plates shall be installed on walls and bearing partitions. Framing shall be constructed so as to accommodate the proper installation of trim, cabinets, plumbing, heating duct and other attached work. Single plates are permitted where trusses are used, provided trusses rest directly over studs.
- Framing shall fit closely; set to line and level indicated and fastened in place rigidly. Framing members shall not be cut, notched, or bored more than 1/4 of their depth without adequate approved reinforcing. Boring shall be in the middle 1/3 of the member. Floor joists shall not be cut, notched or bored more than 1/6 of their depth and shall not exceed 2" in diameter and shall be in the end 1/3 of the span only.
- Floor joist spacing shall be 16" on center. The ends of joist shall have not less than 1 1/2" of bearing on wood or metal and not less than 3" on masonry.
- Adequate backing and deadwood shall be installed to accommodate proper fastening of drywall, bath accessories and fixtures, etc.
- Materials shall be stored and protected on site in a manner which prevents warping, absorption of moisture or damage to the material. Framing material in direct contact with slabs or masonry or within 8" of soil or otherwise subject to moisture, shall be pressure treated and grade stamped. Girders within 12" of the soil and joists within 18" of the soil shall be pressure treated lumber and grade stamped.
- Shop drawing shall be furnished as required in the Work Write-Up.
- All pressure treated wood shall be nailed with galvanized materials.

B. FINISH CARPENTRY AND MILL WORK

Finish lumber shall be of a species suitable for its intended use, kiln dried B+, or better, of adequate dimension, free from tool marks and objectionable defects. Approved factory made finger joints are permitted for painted finish but not allowed for natural finish. Interior trim shall match existing, adjacent or adjoining work in design and dimension, unless specifically stated otherwise. Nails shall be set and puttied.

C. EXTERIOR SIDING

Repair all cracked, decayed or deteriorated siding. Material shall be of a species suitable for its intended use, kiln dried, free from tool marks and other objectionable defects and shall match existing siding, butt joints and adjacent runs shall be staggered. New work shall be primed upon installation.

Exterior coverings, including factory pre-finished materials, shall be commercially produced material, recommended by the manufacturer for covering exterior surfaces of exterior walls and supplied with instructions for water tight application. Install in accordance with mfgs. instructions and provide written warranty.

CORNICES to be repaired shall include replacing all rotted and other deteriorated parts with new parts matching existing original work. This includes fascia, soffit, frieze and rake mold. New material shall be primed upon installation.

D. CLOSETS

Linen Closets shall have a minimum dimension of 14" in depth and 18" in width. A minimum of four shelves spaced no closer than 12" apart, bottom shelf 18" to 24" above floor and topmost shelf not more than 74" above floor.

Clothes Closets shall have a minimum dimension of 24" in depth and 36" in width. Doors shall be installed with all hardware as required under "Doors". Bi fold doors are subject to approval of the Rehab Inspector. The hanging space shall be a minimum of 60" and the shelf shall not be over 74" above the floor. There shall be a 2" clearance between the rod and shelf.

Rod and Shelf: Each clothes closet shall contain a minimum of one rod and one shelf of suitable material and design provided that the finished product meets the following standards:

- The shelf shall support a uniformly distributed load of 30 lbs. per sq. ft. with vertical deflection not to exceed 1/4".
- The rod shall support 10 lbs. per linear foot with vertical deflection of not more than 1/4".
- Not more than one intermediate support may be provided for rods and shelves from 4 to 8 feet in length.
- Shelving material shall be 3/4" Pine, B or better, or 3/4" plywood - edged with screen mold.

E. PANELING

Paneling to be installed as specified in the Work Write-Up shall be a minimum of 1/4" in thickness and shall include the paneling, trim, furring, setting and putting nails, clean up and protection. Paneling shall be class 1 or 2 decorative hardboard or labeled hardwood plywood showing grade, species and finish.

Installation shall be of professional quality and shall be in accordance with the manufacturer's installation instructions.

F. STAIRWAYS/HANDRAILS

The minimum width of any stair serving as an exit/entrance shall be 36". The width shall be uniform. All stairway/handrail and related components shall be securely attached. Use galvanized nails only. The maximum height of the riser is to be 7-3/4".

Handrails attached to walls shall project no more than 3 1/2" at each side within the required width. All handrails shall be substantially supported; shall terminate at the upper/lower ends in newels or standards. Handrails on stairs shall be a minimum of 34" in height and a maximum of 38" in height measured from the nosing of treads and be sanded to a smooth finish. All supporting wood at ground level shall be per code (pressure treated), with poured footings, and deck support brackets. Handrails on landings or porches shall be installed as follows:

- A bottom rail or curb with an installed minimum 2" dimension above the finished floor surface. Provide weep holes for proper drainage.
- A top rail not less than 36" in height.
- Balusters shall be placed at evenly spaced intervals of not more than 4" apart.

G. Kitchen Cabinets

Kitchen cabinets, both wall and base, when factory manufactured shall conform to the Requirements of ANSI Standard A161.1, current edition "Recommended Minimum Construction and Performance Standards for Kitchen and Vanity Cabinets." This shall be attested by the NKCA certification seal on the products.

Custom built cabinets, both wall and base, shall be constructed and finished as specified. Wall and base cabinets shall be essentially of the same construction and outside appearance. Construct cabinets with frame fronts and solid ends. Provide 3/4" x 1 1/2" kiln dried frame members. Brace top and bottom corners with blocks that are glued with water-resistant glue and nailed in place. Provide an integral toe space of at least 2 1/2" deep x 4" high on base cabinets. Cabinets shall have 1/4" hardwood plywood or 1/4" masonite for backs.

Doors and drawer fronts shall be 3/4" hardwood plywood good grade for natural finish.

Hinges shall be satin bronze or like finish, spring loaded self closing of the wrap around type semi-concealed similar to Stanley 1592 with interleaf design. Felt bumpers on doors for quietness. Door and drawer pulls finish to match hinges and to compliment the cabinet design. Drawer pulls may be integral with drawer fronts if standard of manufacturer.

The exterior finish of the cabinets shall be coated to show the natural grain of the wood e.g., stain, sanding sealer, and lacquer or polyurethane.

Countertops shall be post formed type with 3 3/4" high backsplash. Miter joints in countertops shall be locked with mechanical devices in the underside of the top.

Installation of cabinets shall be plumb, level, true to line and fastened to walls and/or floors with suitable devices to securely attach each unit. Provide closer and filler strips, and finish moldings as necessary. Counter tops shall be level, tight to the wall finish and securely anchored to base cabinets.

SECTION VI **STUCCO, PLASTERING, AND WALLBOARD**

A. STUCCO

Exterior stucco work indicated on Work Write-Up shall comply with ANSI "Standard Specifications for Portland Cement Stucco and Portland Cement Plastering." A 42.2 71.

Metal lath shall weigh not less than 1.8 lbs. per square yard and openings not in excess of 4 sq. inches shall be used. Felt shall be 15# type. Metal reinforcement with attached paper backing may be used provided it meets specifications for mesh, and backing is made especially for plastering.

Expansion joints shall be zinc sheet, US Gypsum or equal.

Wood framing and sheathing to receive stucco shall be properly constructed to provide a non-yielding structure.

Flashing shall be acceptably installed prior to beginning of plaster work, i.e., at tops and sides of all openings where projecting trim occurs and at all points where flashing can be used to prevent water from getting behind stucco.

Surfaces to be stuccoed shall be covered with 1.8 lbs. per square yard metal lath lapped at ends and sides a minimum of 1" and nailed 16" on center vertically and 6" on center horizontally. Wood surfaces shall be covered with 15# felt with 3" laps prior to installation of metal lath. Mesh shall be furred not less than 1/4" with galvanized furring nails.

Apply two coats on masonry to a minimum thickness of 5/8". Apply three coats over wood surfaces to a minimum thickness of 7/8".

Mortar for all coats shall be a mixture, by volume, of 1 part Portland Cement to not less than 3, nor more than 5 parts of damp loose aggregate. Finish coat, color and texture to be approved by the owner before starting application.

B. PLASTERING materials shall be standard commercial brands.

- Application and mix shall be in accordance with American Standard Specifications for Gypsum Plastering ASTM C28-68. Apply plaster in 3 coats or 2 coats double up work, minimum thickness 1/2".
- Gypsum lath shall be applied with long dimensions across supports and end joints staggered.
- Nail lath with 12 or 13 gauge lathe nails having approximately 3/8" heads with nails spaced not more than 4" on center. Minimum of 4 nails each lath, 6 nails for 24" wide lath. Nails shall penetrate horizontal supports at least 1" and vertical supports 3/4".
- Portland Cement Plaster shall not be applied over gypsum lath. Existing wood lath shall be securely nailed and wetted down prior to applying plaster.
- Metal lath shall be applied in accordance with manufacturer recommendations.
- Wall board shall be U.S. Gypsum wall board or equal, carefully fitted and sized prior to nailing in place.
- Installation shall be performed in accordance with manufacturer recommendation.
- 1/2" Wall board shall be used unless otherwise specified.
- M/R Moisture - resistant 1/2" sheetrock shall be used on bathroom walls.

- Joint cement, fasteners, tape and corner bead shall be as recommended by wallboard mfg, and shall be applied as recommended.
- Where sheetrock is replaced, all deficient, crooked, or missing joists, headers, studs, etc., shall be replaced to provide proper support as per code.

C. ONE HOUR FIRE RESISTIVE CONSTRUCTION

Where required by Georgia State Building Code.

- Partitions shall be at least 2 x 4 studs, spaced 16" on center covered with 5/8" type X gypsum board of 1/2" XXX gypsum.
- The wall board shall be applied to both sides of the party wall and shall extend from floor to ceiling.
- Ceiling shall be the same material as the walls and installed in accordance with manufacturer recommendations. See Georgia State Building Code for exception.
- All doors in one hour walls shall be solid wood in construction or one hour metal doors.

SECTION VII

A. WINDOWS

Furnish and install new windows as specified on Work Write-Up complete with trim, stool, stop, sash locks and lifts etc. New windows shall comply with Georgia State Energy Code for Buildings.

Repair or replace any interior and exterior areas affected by the installation of the new window.

Repair existing window shall include replacing all damaged, decayed or broken components, including sash, glass, hardware, putty, sash cord and weather stripping.

Windows and storm windows shall be cleaned prior to installation of storm windows.

B. NEW WINDOW SCREENS

Wood or aluminum as specified, complete with aluminum wire hooks and hangers, properly fitted to opening. Repair existing window screen. Re-screen existing frame using aluminum screen wire. Replace or repair damaged components as necessary.

C. GLASS AND GLAZING

- Windows shall be glazed or reglazed where required, with single strength clear glass, grade B.
- Door lites and side lite glass shall be glazed with safety glass or tempered glass.
- Glazing compound or Putty shall be DAP "33" or equal.
- Glass shall be imbedded in putty, secured with glazing points and face puttied. All excess putty shall be removed and the glass left clean.
- Mirrors shall be polished plate grade No. 1.

D. DOORS shall be repaired or replaced as follows:

Interior doors shall be installed with two butt hinges, 3 1/2" x 3 1/2" and privacy locks or passage locks, properly mortised. Bath room doors shall be provided with privacy locks sets, chrome one side and closet doors shall

be provided with closet lock sets.

All exterior doors shall be hung on 3 - 3 1/2" x 3 1/2" butt hinges and provided with an entrance lock set or dead bolt set. When replacement of locks is specified, all locksets shall be keyed alike.

Screen or storm doors shall have push button locks, closer, and a safety door chain. Windows shall have positive sash locks and lifts.

E. Wood Doors where replacement is called for in the Work Write-Up shall be:

Exterior: Exterior doors shall be 1 3/4" solid core of stock size and design unless Work Write-Up specifies that they match existing doors or openings, and shall meet requirements of the International Residential Code. Replacement includes; damaged or worn door jambs, door stops, thresholds, casings, hardware and weather-stripping in the event that the existing components cannot be restored to normal condition by repairing. Doors shall be plumb with 1/8" clearance at head, jamb and threshold and adjusted to open, close and lock properly. Main entrance doors shall be at least 3' in width and 6'8" in height.

Interior: Interior doors shall be 1 3/8" minimum thickness, paint grade unless Work Write-Up specifies "match existing," or where doors are to be stained or finished natural. Replacement includes all components when existing components cannot be restored to normal condition by repairing. Doors shall be plumb, with 1/8" clearance at head, jamb and threshold, etc. Interior doors to habitable rooms shall be at least 2'6" in width and 6'8" in height.

Screen doors shall be of wood or aluminum as specified, complete with aluminum screen wire, closer, hinges and latch, fitted to existing opening, of better grade residential quality.

Repair Existing Door: Make repairs necessary to existing door and its components to restore to normal condition as above. (Interior, exterior and screen door repair).

F. WEATHER STRIPPING AND THRESHOLD

Weather stripping shall be standard commercial type; spring bronze, 1 1/8" by .008 with hemmed edges; spring aluminum 1 1/4" by .009; or type 302 stainless steel 1 1/8" by .005.

Thresholds shall be installed at all exterior doors, set in caulking compound, firmly secured with counter-sunk screws and shall be weather tight.
(See IECC with GA Amendments.)

G. ATTIC ACCESS DOORS

Access to attic space without appliances shall be provided with an interior access clear opening of not less than 20" X 30". Access openings shall be readily accessible and provided with a lid or device that may be easily removed or operated.

Disappearing stairwells shall be installed in attics with appliances and shall be the heavy duty type with 5" step treads and risers. Installation shall be in accordance with the manufacturer's installation instructions and shall include trim and paint.

H. CRAWL SPACE DOORS

Access to crawl space shall be provided with an exterior access opening not less than 22" x 30". Access openings shall be readily accessible and provided with a side hinged door built from pressure treated lumber. Framing of the crawl space access door shall be treated lumber and grade stamped. Access door hardware shall include galvanized hasp and hinges.

SECTION VIII

A. ROOFING AND SHEET METAL

- Repairing the roof shall include the replacement of decayed or missing components including decking, rafters, studs, ridge board, flashing, etc., and meet the requirements of all building codes currently enforced.
- Replacement of existing roof shall include the removal of all old roofing material, including felt, the repair, and if necessary, replacement of any roofing components, securely nailing the roof decking, installation of felt, flashing and roofing shingles.
- Asphalt shingles shall be installed in accordance with the manufacturer's installation instructions and shall have a minimum 25 year written warranty.
- Built up roofing when called for in the Work Write-Up shall be installed in exact accordance with the manufacturer's installation instructions and shall have a minimum 10 year warranty.
- Raised metal seams shall be flattened prior to installation of any new roofing.
- Where 're-coating' of existing roof is called for in the Work Write-Up, all flashing shall be made water tight, bubbles shall be cut out and repaired, and at least one coat of tar and 1 ply of 30# felt added. Plys which are cut to remove bubbles shall be replaced and a coat of tar applied between each ply.
- Roof Sheathing: Repairing of roof includes replacing deteriorated, inadequate and missing components of the roof structure including roof decking, rafters, gable studs, collar beams, ridge boards or any other inadequate members.
- If new sheathing is required, it shall be 1/2" plywood or 3/8 plywood with clips, with exterior glue, provided the rafters are no more than 24" O.C., or 3/4" boards to match existing sheathing. All sheathing shall be securely nailed, even, sound and thoroughly clean and dry. Rafters shall be properly braced before roofing is applied.

B. FLASHING

Upon installation of roofing shingles, all flashing shall be replaced; including chimneys, valleys, eaves drips and any other critical areas. Where the roof plane meets vertical walls step flashing shall be required.

Flashing or counter flashing material shall be a minimum of 26 gauge galvanized or 28 gauge aluminum.

All vents and stacks projecting through roof shall have approved flashing and/or boots.

C. GUTTERS AND DOWNSPOUTS

Gutters and downspouts shall be no less than 26 gauge galvanized or aluminum. Gutters shall be 5" Ogee unless otherwise stated. The pitch shall be not less than 1/16" per foot. The downspouts shall be 3" and extend to within 4" of the finish grade, and securely fastened. Gutters shall be attached with hangars (not nails). The hangars can be roof mounted, fascia mounted, two piece hangar type mounted to the roof decking, strap-hangar mounted to the roof decking. Gutters shall be joined with pop-rivets and finished with a proper gutter sealant. Gutters over forty feet in length shall have an expansion joint installed. The splash-block shall be concrete or plastic. Minimum size 12" X 24"

SECTION IX

A. CAULKING

- Exterior joints around windows and door frames: openings between wall panels; openings at penetrations of utility services through walls, floors and roofs; and all other such openings in the building envelope shall be caulked, gasketed, weather stripped or otherwise sealed in an approved manner.
- Caulking material used shall be the proper material as recommended and installed in accordance with the manufacturer instructions.
- Caulking shall be a smooth bead, uniform, straight, clean and crisp.
- Caulking shall meet all requirements of the International Energy Conservation Code.

B. INSULATION

Insulation indicated in the Work Write-Up shall include: insulation, preparation of existing areas to receive insulation, cleanup and protection of work and certification of material.

Insulation material may be "Insulite", blown rock wool, rock wool batts and fiber glass batts; Johns Manville or equal. Batts shall be full-thick and blown wool shall be a minimum thickness to provide an R-30 rating (attic) or as specified in the Work Write-Up. Provide minimum 1" airspace between roof decking and insulation baffle around perimeter of attic.

All insulation shall be installed as per manufacturer's installation instructions and shall comply with the currently adopted edition International Energy Conservation Code with GA amendments.

SECTION X

A. PAINTING AND DECORATING

All paint and other finish materials shall be of a good quality, manufactured by a nationally recognized manufacturer, i.e., Glidden, Sherwin Williams, Pittsburg or approved equal.

B. PREPARATION OF SURFACES

- Plaster or wall board shall be sound, smooth and free from holes, cracks and irregularities. All old wall paper shall be removed entirely unless otherwise specifically noted in the Work Write-Up; in any case, all loose wall paper shall be removed and the remaining edges 'feathered'.
- Wood surfaces to be painted shall be cleaned to remove loose and scaling paint and rough spots. Where previous coats have chipped and peeled, the edges shall be sanded to a feather edge before new paint is applied. Puttying and caulking shall be done prior to the finish coat of paint.
- All colors shall be approved by the owner prior to commencing painting.
- All materials shall be delivered to the job in the manufacturer's sealed containers, containing labels giving the manufacturer's name, type of paint, color, etc.
- Application shall be by brush or roller and shall be applied uniformly, smooth and free from runs, sags, foreign matter, defective brushing or rolling. Edges of paint adjoining other material or colors shall be straight, sharp and clean.
- Exterior paint will not be applied in damp or rainy weather or when the temperature is below 40 degrees Fahrenheit. Materials to be painted shall be clean and dry. Paint application shall be as per the Work Write-Up.
- On previously painted surfaces, one coat applications may suffice, provided it covers the previous finish.
- On new work, one coat of primer and 2 coats finish material will be applied. The sides and all edges of exterior doors shall be primed within 3 days after being hung.
- All paint application shall be in accordance with the manufacturer recommendations.

GENERAL: "Paint" shall also mean varnish, lacquer, shellac, urethane finish or other material as specified on the Work Write-Up. All paint shall be that which is intended for the purpose used, i.e., masonry paint on masonry, porch and deck enamel on steps and porches, rust-inhibitor paint on wrought iron, exterior, non chalking paint on wood trim, etc. Surfaces not scheduled for paint shall be protected, i.e., shrubbery, hardware, floors, roofing, screens, glass, etc.

Mold and mildew shall be removed and neutralized by washing with a solution of 2 oz. trisodium phosphate, 8 oz. sodium hypochlorite (Clorox) to 1 gallon of warm water. Rinse with clear water and allow drying time before painting.

SECTION XI

FLOORS

A. HARDWOOD FLOORS

All broken, damaged or deteriorated flooring shall be replaced with lumber that matches

the species, size and color of the adjacent flooring. The joints shall be staggered. Floors shall be sanded to a smooth surface, with the grain, and filled with filler recommended by the manufacturer.

Re-nail existing flooring as necessary to provide a sound floor. Apply one coat of sanding sealer and two coats of finish as called for on the Work Write-Up. The finish may be gym finish varnish, polyurethane or other suitable finish.

One coat of paste wax shall be applied and buffed after finish is thoroughly dried.

All finish material shall be applied in accordance with manufacturer's instructions.

B. SUBFLOOR shall be plywood or common boards.

A minimum of 1/2" plywood subfloor shall be used for areas that are to be covered with underlayment (minimum 3/8") and resilient tile, linoleum, or carpet. A 5/8" tongue and groove subfloor/underlayment may be used for areas that are to be covered with resilient tile, linoleum or carpet.

(The above is restricted to single story structures with joist spacing a maximum of 16").

Boards not exceeding 8" in width or less than 3/4" thickness may be used for subfloor. Boards shall be nailed with 8D common or 6D threaded nails.

Allow 1/2" clearance at walls on all subfloor. Apply with outer plies at right angles to joists. Stagger end joints of adjacent panels and locate end joints over center line of supports. Plywood panels are to be continuous over two or more spans.

C. UNDERLAYMENT shall be grade stamped Underlayment grade.

- A minimum of 1/4" underlayment (tempered Masonite) may be installed over existing floor. A minimum of 3/8" underlayment may be installed over existing subfloor. Underlayment grade plywood shall be used in kitchens, baths and laundry areas.
- All joints shall be staggered with respect to panel joints in subfloor. Provide approximately 1/32" spacing at joints where panels butt. Nail with 6D common shank nails 6" C.O. at all edges and 8" O.C. over bearings. All floor joints (subfloor and underlayment) shall meet and be secured over joists.
- Underlayment shall be level, smooth, free from defects and suitable for the finish floor covering.
- Plywood Wall Sheathing shall be applied vertically with the ends extended to top plate and sills. Nailing schedule same as underlayment.
- Leveling of floors as specified in the Work Write-Up shall be accomplished to the extent feasible and practicable. In no case shall the variation in the floor exceed 3/4 in 12 feet. The contractor shall repair all damage to the structure that may occur as a result of leveling.

D. RESILIENT FLOORING

- Linoleum shall be Armstrong Solarian or equal. Tile shall be vinyl, or rubber with a minimum thickness of 3/32".
- The color shall be selected by the owner.
- Installation of all floor covering, including adhesive shall be in accordance with the manufacturer's recommendations.
- Material shall be stored in original containers at not less than 70 degrees Fahrenheit for at least 24 hours immediately prior to installation. Maintain room temperature between 70 degree Fahrenheit and 90 degrees Fahrenheit for 24 hours prior to installation and 48 hours after installation.
- Border tile or linoleum shall fit within 1/8" of abutting surfaces.
- Clean and wax as recommended by the manufacturer.

E. CARPET

All carpet and pad shall meet HUD FHA requirements and a written manufacturer certification shall be submitted, or carpet shall be labeled per U.M. 44C.

- Colors shall be selected and approved by the owner prior to installation.
- Carpet shall not be installed until all interior work is completed.

SECTION XII **PLUMBING**

A. PLUMBING FIXTURES

Plumbing Fixtures, equipment and material shall comply with and be installed in accordance with current edition of the International Plumbing Code.

- All vents protruding through the roof shall be properly flashed.
- Valves shall be 150# brass with ends similar to fittings. Valves shall be provided at each fixture or each piece of equipment.
- Unions shall be provided to permit removal of equipment without cutting pipe.
- Gas pipe shall be black steel pipe installed in accordance with NFPA Standard No.54.
- Provide 125# brass gas stops where required.

B. WATER HEATER

Water heaters shall meet current energy code requirements and be high recovery, glass lined, complete with all controls and be covered under a written 9 year parts and tank warranty. The type (gas or electric) and capacity in gallons shall be indicated on the Work Write-Up.

An approved combination pressure-temperature relief valve with a 3/4" copper discharge line to the exterior of the house turned down to between 6" and 24" above grade shall be provided.

C. EXISTING FIXTURES

Plumbing fixtures which exist and are to remain shall be placed in good working order.

- Missing or defective parts shall be replaced.
- Fixtures shall be left in clean sanitary condition.
- Fittings shall be chrome plated and supply lines to each fixture shall be equipped with stop valves.

D. BATHROOM FIXTURES

Bathroom fixtures called for in the Work Write-Up shall be:

- Water closets shall be vitreous china, free standing, close coupled, closet combination with reverse trap with suspended rear shelf, tank cover, china or porcelain stud caps, complete with tank fittings and supply stop valves.
- Lavatories shall be vitreous china or enameled cast iron with front overflow, complete with hangers, supply lines, P traps, trim, faucets, and supply stop valves.
- Bath tubs or shower enclosures shall be 5' long, enameled steel with over rim bath filler, or fiberglass tub/shower enclosure with shower rod.
- New shower heads, faucets, and toilet fill valves shall be of the water saving type and in accordance with the 2006 International Plumbing Code.

E. GENERAL PLUMBING

General plumbing systems including sewers shall operate free of fouling and clogging and not have cross connections which permit contamination of water supply or back siphonage between fixtures. Waste lines shall be tied-in to an approved sewer system. Bath accessories shall include:

- Medicine cabinet, minimum size, 12" x 18" with plate glass mirror (1) or plate glass mirror over 30" vanity.
- Soap and grab (1)
- Toilet Paper Holder (1)
- 18" Towel Bar (1)
- 24" Towel Bar (1)

WATER SUPPLY LINES

Water service lines shall conform to NSF 61 and be of a material listed in Table P2904.4 of the 2006 International Residential Code. Water distribution lines shall installed inside the structure shall conform to NSF 61 and be of a material listed in Table P2904.5 of the aforementioned code book. All pipe fittings shall conform to Table P2904.6 of the same code book. The service piping shall have a minimum of 18" of earth covering and shall continue inside of the foundation wall above the crawl space grade for connection to the rest of the water system. All excavation and appropriate backfilling shall be included. A pressure reducing valve shall be installed on the water supply line. Main trunk line piping shall be 3/4" diameter; all other piping is to be 1/2". A vacuum break and shut off valve are required on all outside hose bibs. Disturbed areas shall be repaired to original condition, this includes tamping, seeding and strawing any disturbed areas. Include both cold and hot water supply lines, all necessary fittings and a pressure reducing valve. Install flow restrictors for all sinks and shower heads. All openings through walls, floors, and ceilings shall be properly sealed with snugly

fitting collars of metal or other approved rodent-proof material securely fastened into place. All work is to be permitted through The City of Marietta Building Inspections and a copy of all permits shall be submitted to the Community Development Office before completion of the work. Verification of a final inspection is required. All work is to meet or exceed the current edition of the International Plumbing Code.

SEWER LINES

Connect plumbing system to sewer using 4" Schedule 40 PVC pipe. Include clean out within 3' of foundation and at every change of direction. Backfill and tamp over trench. Disturbed areas shall be repaired to original condition. It is the responsibility of the contractor to obtain a permit from the The City of Marietta Building Inspections and to pay all tap fees required.

SECTION XIII **HEATING SYSTEM**

New heating systems shall be Amana, Bryant, Goodman, Rheem, Westinghouse, or Trane and shall meet the requirements of the International Energy Conservation Code with GA amendments. A 5 year warranty shall be provided to the homeowner. Installations shall be in accordance with the current editions of the International Mechanical and Fuel Gas Codes. The heating system shall be adequate to heat all rooms to a temperature of 70 degrees Fahrenheit, 3 feet above the floor when the outside temperature is 10 degrees Fahrenheit. Existing space heaters, floor furnaces and all other gas-fired fixtures shall be properly vented. All work shall be performed by a State licensed Heating and A/C contractor. All work shall be permitted through the The City of Marietta Building Inspections Department or authority having jurisdiction.

SECTION XIV **ELECTRICAL**

- The minimum distribution service panel shall be 150 amperes.
- All electrical panels, wiring, fixtures and equipment shall be installed within the requirements of the 2008 National Electrical Code including any GA amendments.
- Existing wiring, equipment or fixtures not to be used shall be disconnected and/or removed. Existing electrical devices and material in good condition and meeting code requirements may be left in service.

Light fixtures shall be installed by the contractor as required. The Work Write-Up shall indicate which fixtures are to be replaced and shall stipulate the allowance for fixtures. The owner shall select the fixtures and shall pay any additional cost above the allowance.

NOTE: It shall be the contractor's responsibility to determine the additional wiring, outlets, panel size, etc., to conform to City/County Codes and all bids shall include these costs:

- The bathroom fixtures shall be controlled by a wall switch not readily accessible from the tub or shower.
- Every habitable room shall have one overhead light fixture and two separate wall outlets, or three wall outlets, one of which is controlled by a wall switch.
- Ground-Fault Circuit Interrupting Receptacles shall be required for bathrooms, kitchens, and exterior receptacles.
- Smoke detectors shall be Kidde or equivalent (battery) and shall be installed in a central location. In the event of a total rewire, smoke detectors must be hardwired with battery backup and conform to the current edition of the International Residential Code for placement. The smoke detectors shall

communicate with each other. The activation of one detector shall activate all others.

- Arc-Fault circuit breakers shall be installed for all circuits they are required to protect. (See 2008 NEC.)

SECTION XV

CERAMIC TILE

Ceramic wall tile shall be Mosaic standard grade or equal, 4 1/4" x 4 1/4" glazed with matching trim and accessories, unless otherwise specified.

Floor tile shall be Mosaic or equal, 1" x 1/4" unglazed, Hexagon floor tile, or 4 1/4" x 4 1/4" unglazed floor tile unless otherwise specified.

Tile shall be installed in accordance with manufacturer recommendations including bedding agents, adhesives and grout.

- Wall tile shall be installed in mortar over approved backer board in accordance with manufacturer instructions. Water resistant drywall (green board) is not approved.
- Ceramic tile floors installed on slab shall be with cement mortar according to ANSI A108.3. Ceramic tile floors installed on plywood base shall conform to ANSI A108.4.
- Align joints in walls and follow horizontally and vertically throughout entire job. Layout work to minimize cut tile. "Average" out work throughout entire dimension.
- Align joints in floor tile at right angles to each other and parallel to walls.
- Provide all trim pieces required.
- All surfaces shall be true, straight, flush and free from defective or discolored tile.
- Grout, polish and clean tile and seal grouted joints in floors according to manufacturer instructions. Use of acid is not permitted.

SECTION XVI

HANDICAP REQUIREMENTS

For specific requirements for installation of handicap access and other handicap items see the work write-up or your local officials on the requirement of 'Barrier-Free Designs.' (A Federal Requirement)

SECTION XVII

TERMITE TREATMENT

- An inspection shall be made by a bonded and licensed exterminator. The results of this inspection shall be in writing.

- Where infestation of termites, borers or powder post beetles is determined, such infestation shall be eliminated by treating in accordance with the requirements of the State of Georgia, Pest Control Commission and damage shall be repaired.
- A certification by the exterminator shall include: The property is clear of all vermin infestation; should infestation occur within 1 year from the date of treatment, the premises shall be re-treated at no cost to the owner; furthermore, should damage occur as a result of infestation during this period, the exterminator shall repair such damage at no cost to the owner.

SECTION XVIII

PAVING

Stone Base

The base shall be placed in two (2) separate and equal layers, spread graded and compacted in accordance with The City of Marietta Department of Public Works Standards and Specifications and shall be left smooth.

Crushed Stone Paving

Methods and materials used in construction of sub-base and base shall conform to current The City of Marietta Department of Public Works.

Sub-Grade Preparation

The excavating and grading section of this specification requires the removal of all top soil, and subsoil as necessary to reach a depth of stabilized earth, and that all approved fill shall be placed in eight inch layers, and be compacted by use of sheep's foot roller or other approved method, to a minimum of ninety-five percent of maximum density at optimum moisture.

Prior to placing any base materials, grade the areas to required profile and roll the surfaces to a minimum of ninety-five percent of maximum density at optimum moisture. The Contractor shall request inspection and shall not proceed with any additional work Contractor has received approval from the inspector.

The graded surface shall be Crusher Run Stone with culvert or drainage swell at each side. The Crown of the road shall align with centerline. The surface shall have positive drainage at a slope of 1/4" to 1 foot to each side.

Bituminous Drives/Black Top

Bituminous concrete shall consist of constructing one or more courses of bituminous concrete on the prepared foundation in accordance with these specifications and in reasonably close conformity with the lines, grades, thickness and typical cross-section shown on the plans or as stated in the work write-up or as otherwise established by AHC & ACHS. The base is to be 4 inches of compacted gravel VDH&T, 21A aggregate base material (VDH&T Section 210).

Subsurface base is to be inspected and approved by AHC & ACHS prior to placement of the bituminous concrete. The surface is to be constructed of bituminous concrete 2 inches thick. Bituminous concrete shall meet VDH&T specifications, section 320. Driveways shall have a minimum cross slope of one eighth of an inch per foot and minimum longitudinal pitch of one percent.

Exhibit E

THE CITY OF MARIETTA

HOUSING REHABILITATION PROGRAM

Temporary Relocation Assistance Policy

For

Owner Occupied Residential Single Family Housing Rehabilitation and Lead-Based Paint/ Asbestos Abatement

REVISED: January 1, 2015

WHEREAS, the The City of Marietta Community Development Block Grant Program Office, herein referred to as the [Community Development Office], has allocated Community Development Block Grant (CDBG) funds for the purpose of carrying out housing rehabilitation and lead-based paint abatement programs within The City of Marietta, in compliance with eligible activity requirements of the CDBG Program rules and regulations; and

WHEREAS, CDBG funds may be used for temporary relocation payments and assistance to persons who are temporarily relocated by an activity that is not subject to the displaced person requirements found at 24 CFR Part 570.606, and where such relocation payments are available because the recipient has low to moderate income and is voluntarily participating in a housing rehabilitation or lead paint abatement program.

WHEREAS, the Community Development Office deems it in the best interest of homeowners who participate in the above programs to develop a written Temporary Relocation Assistance Policy (Policy) that provides for limited relocation assistance for those homeowners who must move out of their homes for temporary periods of time due to the nature of work performed.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Office, representing The City of Marietta, Georgia Government, that the relocation assistance and guidelines for such assistance for homeowners receiving housing rehabilitation or lead paint abatement services be established as follows:

The Community Development Office, under this Policy, provides certain temporary relocation assistance that makes available financial aid to homeowners who voluntarily apply for consideration for assistance under the Community Development Office's voluntary homeowner rehabilitation or under the Community Development Office's voluntary lead-based paint abatement program.

The eligibility of a homeowner for relocation assistance is determined by the Community Development Office on a case-by-case basis. The Community Development Office will consider requests from its inspection staff involved with lead paint analysis, and rehabilitation, and from the homeowner, and/or the general contractor.

The Community Development Office will **assure that the temporary relocation will be at least a three-day (two-night) period** [Note: A temporary move that only requires the homeowner/family to vacate the housing unit for a two-day/one night period is not eligible for temporary relocation assistance under this Policy].

Participation by the homeowner in the rehabilitation or lead-paint abatement program is voluntary. Therefore, relocation assistance is made available to all eligible homeowners who agree to the conditions outlined below. By signing the **TEMPORARY RELOCATION ASSISTANCE APPLICATION FORM**.

The homeowner understands and accepts the Community Development Office's conditions and benefits.

Policy Statement

This Temporary Relocation Assistance Policy and its benefits are applicable to, and made available to, all income eligible owner occupants who volunteer to participate in the Community Development Office housing rehabilitation and lead-based paint abatement programs which require temporary relocation assistance.

Terms and Conditions for Temporary Relocation Assistance

A homeowner/family who currently occupies their housing unit and is determined to be income eligible to receive financial aid under this Policy may request temporary relocation assistance under the following terms and conditions:

- 1) The Community Development Office determines that continued occupancy of the housing unit while work is underway may expose the homeowner/family to a threat to their health and safety.
- 2) The Community Development Office determines that it is in the best interest of the homeowner and family members to vacate the housing unit for a certain period of time to remove this threat.
- 3) The Community Development Office has determined that the temporary relocation will be at least a three-day (two-night) period.
- 4) The Community Development Office has determined that moving furniture and other personal items from the house is necessary to facilitate repair/construction work and eliminate potential damage or health related issues.

Types of Temporary Relocation Benefits Available to Homeowners

There are several forms of temporary relocation assistance that the eligible homeowner can request. The Community Development Office will make the determination whether to approve the requests of owner occupants. Requests can also come from the Community Development Office housing staff, the homeowner, or the general contractor. The types of temporary relocation assistance are as follows:

- 1) **Temporary Lodging Accommodations** - If it is determined by the Community Development Office that a homeowner and family cannot remain in the house due to the nature of the rehabilitation or lead-based paint abatement work, and it is determined that the homeowner has no appropriate place (such as with a relative or friend) to stay temporarily, the Community Development Office will reimburse the homeowner at the rate of **\$70/day for the time period the homeowner is required to be out of their home; plus \$5 Technology Fee to cover the cost of internet and phone service. Any hotel/motel reservations shall always be made in the name of the homeowner, not the COMMUNITY DEVELOPMENT OFFICE. Any assessment for damages to the hotel room will be the responsibility of the homeowner to pay.** The Community Development Office will make available information on good quality, reasonably priced extended stay and short stay motel/hotels throughout the County that may be able to accommodate the program participants' needs and keep lodging expenses at a minimum. Contractors will be required to stay on schedule to minimize temporary relocation costs. General contractors doing the housing repair work will be held accountable for excessive relocation expenses incurred beyond the construction completion deadline under the liquidated damages provision of their contract with the homeowner.

Contractors will not be penalized for delays due to poor weather, unexpected change orders, and other unavoidable circumstances.

- 2) **Stays at Other Locations (NO DIRECT FEE OR RENT)** - If it is determined by the Community Development Office that a homeowner and family cannot remain in the house due to the nature of the rehabilitation or lead-based paint abatement work, and it is determined that the homeowner prefers to make arrangements other than with a motel, hotel, or extended stay facility, the Community Development Office will reimburse the homeowner at the rate of **\$25/day for the time period the homeowner is required to be out of their home to cover the cost of food, additional travel, and other costs associated with being out of their home.**
3. **Temporary Storage Expenses** - When it is necessary due to the nature of the housing rehabilitation or lead-paint abatement housing work to remove/relocate furniture or other personal items from the house, the Community Development Office will require that the homeowners oversee and be responsible for identifying and signing for items moved. At the request of the homeowner, the Community Development Office housing staff will provide to the homeowner a list of County approved storage companies that can provide necessary storage containers on-site. The homeowner will select the most reasonably priced storage vendor to be used. **The storage vendor will always enter into an agreement with the homeowner, not the Community Development Office. The homeowner stores goods at his./her sole and exclusive risk and assumes liability for damages resulting thereto. The Community Development Office does not provide insurance coverage for homeowner's property stored in the unit. The Homeowner is responsible for providing his/her own insurance coverage or assume self-insurance and the associated risks. The Community Development Office does not provide financial assistance for homeowners to obtain insurance for any personal items stored in the unit. The homeowner also accepts the responsibility to weekly inspect the interior and exterior of the unit to assure the unit is in good working condition. The Community Development Office is not liable for damages to the homeowner's furniture or other personal items located inside the storage unit.**

It is the responsibility of the Community Development Office staff to minimize the amount of storage time and service needed. Vendors will submit invoices on a monthly basis to be paid by the Community Development Office. General contractors doing the housing repair work will be instructed that they can be held responsible for excessive storage costs, if they do not complete their work in a timely fashion according to the construction schedule. If the homeowner can't move his/her contents into the storage container, the Community Development Office will, at the owners request, include this moving expense in the work write-up to be done and this activity will become a part of the total bid of the General Contractor.

- 3) **Disabled Homeowners** - Any appropriate relocation function deemed reasonable by the Community Development Office as regards accommodating the needs of disabled homeowners, can be pursued at a cost of **no more than \$80 a day.**
- 4) The Community Development Office can also take any action that it determines is necessary to assist each homeowner with their temporary move (e.g., a letter to a mortgage company on behalf of the applicant to confirm the nature and duration of the move; a letter to utility companies or to service providers; intervention on the applicant's behalf regarding any identified fair housing issues; or other areas the Community Development Office may deem appropriate).

Lead Based Paint [LBP]/Asbestos Abatement Work

The Community Development Office will ensure the appropriate measures, as per HUD regulations, are taken to provide adequate safety for homeowners where houses are undergoing lead-paint / asbestos abatement work. **The Community Development Office will determine if relocation of a homeowner is needed on all lead-paint /asbestos abatement projects.**

Definition of Abatement (24 CFR 35.1325):

“Abatement means any action that is designed to permanently remove lead-based paint and lead-based paint hazards by removing lead-based paint and its dust, permanently encapsulating or enclosing the lead-based paint, replacing components that have lead-based paint (such as windows), and removing or permanently covering lead-contaminated soil.”

Relocation is Required in CDBG Rehabilitated Housing That May Contain LBP

Section 35.1345 of the LBP rule states that temporary relocation is required when: (1) the work will not disturb lead-based paint or lead-based paint or asbestos hazards; (2) only exterior work is being conducted and openings to the interior are closed during the work and lead-free entry to the dwelling is provided; (3) the interior work will be completed in 8 hours, the work sites are contained to prevent dust release into other areas, and no other health or safety hazards are created; or (4) interior work will be completed in 5 consecutive days, work sites are contained, no other health or safety hazards are created, work sites and areas 10 feet from the containment are cleaned at the end of each work day, and occupants have safe access to sleeping, kitchen and bathroom facilities. Safe access to sleeping areas, bathroom and kitchen facilities do not require that such facilities be provided in the same unit. Such facilities can be provided in another convenient location in many instances, thereby avoiding an unnecessary relocation of residents. The term "interior work" refers to work in a single room. At no time can occupants be permitted into the work sites until after work is complete and clearance, if required, has been achieved.

Furthermore, per 24 CFR 35.1345 (2) occupants (homeowners) shall be temporarily relocated before and during hazard reduction activities to a suitable, decent, safe, and similarly accessible dwelling unit that **does not have** lead-based hazards. As such, any temporary facility (motel/hotel substitute residence) must have been built after 1978 to ensure compliance with this regulation.

The activities outlined in this Policy, which is funded in whole or in part with funds received through the CDBG and HOME Programs funded by the United States Department of Housing and Urban Development (HUD), are still subject to all applicable Federal laws, regulations and rules for CDBG and HOME funded projects. Furthermore, any recipient of CDBG and HOME funds is entitled to all rights and protections afforded by the Federal laws application to such HUD funded projects.

Approved by:

Manager
Community Development Office

1/1/2015
Date

TEMPORARY RELOCATION ASSISTANCE APPLICATION

I have fully read and understand the Temporary Relocation Assistance Policy offered by the The City of Marietta Community Development Block Grant Program Office, herein known as the Community Development Office.

I understand the conditions, restrictions and relocation assistance stated in the Policy.

I understand that to be eligible for this Policy, I must own and occupy my home, and must be declared eligible by the COMMUNITY DEVELOPMENT OFFICE to receive assistance under this voluntary Policy.

APPLICATION CERTIFICATION

I (we) understand fully the conditions, restrictions and assistance stated in the Policy and do certify that my request to participate in this Policy is a voluntary act.

I (we) certify that the temporary relocation assistance offered by this Policy is needed, and that by signature below, I/we hereby request the assistance available under this policy be provided.

Homeowner Name: _____ Address: _____

Phone Number: _____

Applicant Signature

Applicant Signature [Spouse]

This document was executed this the _____ day of _____, 201__.

OFFICE USE ONLY

_____ This applicant has been determined ineligible to receive assistance available under the Community Development Office's Temporary Relocation Assistance Policy for the following reason(s):

_____ This applicant has been determined eligible to receive assistance available under the Community Development Office's Temporary Relocation Assistance Policy as outlined below:

_____ Daily Per Diem Rate (effective January 1, 2015):

_____ a. \$80/day for Stay at a Hotel/Motel, or

_____ b. \$25/day for Stay at other than a Hotel/Motel/Extended Stay Facility

Community Development Manager

Date

Exhibit F

DEFINITIONS AND SPECIAL GUIDANCE

The following definitions are utilized in this policy and procedures manual. However, this list is not all inclusive.

1. **Amortize** - to repay the principal and interest of a loan in periodic installments so that at the expiration date of the loan agreement, the total amount of the loan will have been paid.
2. **Approved Contractors' Register** - A list maintained by the Community Development Office of general contractors who have filed an application to perform construction work in the rehab program, and who have been deemed qualified by the Community Development Office.
3. **Code Deficiency** - A violation of the City's Minimum Property Standards for use under the Housing Rehabilitation Activity.
4. **Community Development Block Grant Program Office** - Hereinafter referred to as the Community Development Office, it is a special office of The City of Marietta government with responsibility for administering The City of Marietta's Housing Rehabilitation Program.
5. **Date Certain** - The date and time that a loan is scheduled for settlement.
6. **Default** - Failure of a mortgagee to perform in accordance with the terms of a mortgage.
7. **Delinquency** - When a mortgagee is in arrears regarding their mortgage payments.
8. **Foreclosure** - the legal proceeding that terminates the mortgagee's ownership of the property covered by the mortgage.
9. **General Property Improvements (hereinafter referred to as GPI's)** - Improvements to property which do not address Code or Incipient Deficiencies, including, but not limited to, additions, enlargements, upgrades, renovations, and remodeling. GPI's are not required by the City's Minimum Property Standards for rehabilitation. (Overcrowding may constitute a code-based need for an additional room, as may ADA requirements.)
10. **Hazard Insurance** - Insurance coverage for loss of property due to fire and other hazards.
11. **Community Development Specialist** - Community Development staff member responsible for doing inspections, rehab work write-ups, cost estimates, construction management, and recommending payments to contractors.
12. **Incipient Deficiency** - An element in a structure that has not been cited as a Code Deficiency, but is in the early stages of deterioration and will become a Code Deficiency in a short period of time **(generally within 2 years)**.
13. **Income: Inclusions, Reporting Verification and Exclusions** - Sources of an applicant's income for determining his/her eligibility for program financial assistance include the projected gross income of the applicant and any other person or persons related by blood, marriage, or operation of the law, who share the dwelling unit. If ownership of the property rests in more than one person, the applicant is each party with fee simple interest. An applicant's income is established at the time of applying for assistance through the Section 8 definition of income procedure, and includes:
 - a. The applicant's earnings; before payroll deductions.
 - b. Spouse's earnings; before payroll deductions.
 - c. Earnings of other household member(s) who reside at the property;
 - d. Any funds contributed on a regular basis by any household members who do not have an

ownership interest in the property;

- e. Other income received regularly by the applicant or his/her family or household members from any sources;
- f. Income from real estate, other than the property to be rehabilitated, and any other net business income;
- g. Income from rental units in the property to be rehabilitated based on the following:
Gross rental income for one year minus expenditures for mortgage principal and interest, mortgage insurance premiums, service charges, hazard insurance, real estate taxes and special assessments, maintenance and repairs, ground rents and other case expenditures for the property, such as the advertising of vacancies;
- h. Self-employed applicants shall be required to submit their tax return (and the tax returns of other self-employed household members) for the previous two tax years;
- i. The net income from operation of a business or profession.
- j. The income of a dependent child, or children, as defined by the United States Internal Revenue Service, shall be excluded from the applicant's income. However, a child or children's income shall be counted in determining the applicant's income in cases where the child, or its representative payee, agrees to pay the applicant a stated sum on a regular basis for current maintenance.
- l. An applicant's income, or the income of an individual whose income is being considered as a part of the applicant's total household income, may be adjusted downward to the monthly amounts shown if that person is sixty (60) years of age or older and there is no accurate means of verifying or projecting that person's income upon retirement.

Annual Income:	Monthly Adjustment:
\$4,800 or less	\$250
6,000	275
7,200	300
8,400	325
9,600	350
10,800	375
12,000	400
13,200 or more	-0-

The applicant's income must be reported on the application form submitted by the applicant. Verification of an applicant's income is made by the Community Development Office, with written authorization from the applicant.

- 14. **Interest** - A percentage of a loan paid by the borrower to the lender for use of the lender's money.
- 15. **Lien** - A claim against property which entitles the person holding the lien to take appropriate legal action to satisfy the claim.
- 16. **Low and Moderate Income** - An applicant whose income, based on size, does not exceed the CDBG and/or HOME Program limit for "Low and Moderate Income" as established by the U.S. Department of Housing and Urban Development for The City of Marietta, Georgia as revised to date (See Exhibit B).

17. **Low Income** - An applicant whose income, based on family size, does not exceed the limit for "Low Income" as authorized by the U.S. Department of Housing and Urban Development for The City of Marietta, Georgia as revised (See Exhibit B).
18. **Owner-Occupied Property** - A property used entirely for residential purposes that is occupied by the owner and used as the primary residence at least 10 months annually.
19. **Principal** - the original amount of a loan or sum of money on which interest will be paid.
20. **Property Use** - Residential owner-occupied one-to-four unit structures, including modular and mobile homes. Excluded are mixed use, non-residential and multi-family (5 or more units) properties.
21. **Housing Rehabilitation Administrator** - The Community Development Office staff member responsible for coordinating the administration of the rehab program.
22. **Quit-Claim Deed** - A deed of conveyance operating by way of release, that is intended to pass any title, interest, or claim which the grantor may have in the premises, but not professing that such title is valid, nor containing any warranty or covenants for title.
23. **Subordinate Lien** - To release a superior lien to a secondary or inferior lien; to take a second or more inferior lien position.
24. **Title Report** - A written report which indicates the owner of record of the property and any encumbrances against the property.
25. **Very Low Income** - An applicant whose income, based on family size, does not exceed the limit for "Very Low Income" (30% of median income) as authorized by the U.S. Department of Housing and Urban Development for The City of Marietta, Georgia as revised to date (See Exhibit B).
26. **Warranty Deed** - A legal instrument that conveys title, rights and possession of a property.
27. **Work Write-Up and Cost Estimate** - A prepared statement based on a property inspection that itemizes all rehabilitation work to be done on the property, and that includes an estimate of the costs required to complete the rehabilitation work.



APPENDIX C



COBB COUNTY CDBG PROGRAM OFFICE

121 Haynes Street
Marietta, Georgia 30060
phone: (770) 528-1455 fax: (770) 528-1466
www.cdbg.cobbcountyga.gov



Kimberly Roberts
Managing Director

PY 2016 COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: City of Marietta

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: CD16-C16MA-A, CD16-C16MP-P, and CD16-C16MY-F

HUD GRANT NO: B-16-UC-16-0002

THIS AGREEMENT, made and entered into on the 1st day of January 2016 by and between Cobb County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners [BOC], hereinafter referred to as the "County", and The City of Marietta, a CDBG subrecipient organization (either a participating municipality in the Cobb County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Cobb County, Georgia, and serving CDBG-eligible residents of Cobb County;

WITNESSETH:

WHEREAS, Cobb County has received a Program Year [PY] 2016 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, \$488,026 from Program Year 2016 CDBG funds has been appropriated by the Cobb County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; with the property use

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requirements included as Exhibit 5, if applicable; with the HUD regulations included as Exhibit 6; and, with the Subrecipients CDBG Application included as Exhibit 7;

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

Section 1: Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Cobb County CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than March 31, 2017.**

The County shall annually provide to the City of Marietta amount figure not later than 30 days after the County has received its Urban County allocation from HUD. Subject to HUD rules and regulations, twenty percent (20%) of the funds that City receives as a HUD Identified Entitlement City may be used for administration. Effective immediately, the City will now assume all responsibility for administering the City's CDBG Program. The County will no longer provide the following administrative services:

- Issuance of public notices in Marietta Daily Journal, Mundo Hispanico, GA Voice website, and the City's website in English and Spanish
- Hold public review meetings for initial funding allocations and any funding amendments
- Oversee and manage all City CDBG projects, reviewing requests for project submittals
- Provide technical assistance to all City Subrecipients and contractors;
- Accept and review grant applications and notify the County of grant allocations
- Prepare risk assessments
- Conduct programmatic and financial monitoring
- Track financial status of all projects to ensure timely expenditures
- Receive and review monthly Subrecipient reports
- Receive, review, approve, and submit all reimbursement requests to the County
- Set up and close out of projects and beneficiary information in IDIS
- Maintain vendor files for all rehabilitation contractors
- Obtain and submit vendor enrollments to Cobb County Purchasing Department
- Ensure verification of contractor debarment,
- Prepare Subrecipient Agreements, Notice to Proceeds and Amendments for all projects

- Prepare all deed cancellations, loan subordinations, loan payoff requests and filings such documents with the County Clerk
- Hold pre-bid conferences for construction projects
- Receive and review all Davis Bacon Weekly Payrolls submissions
- Conduct on-site Davis Bacon interviews
- Gather and prepare information required for HUD semi-annual reports, Davis Bacon, and Section 3 reporting
- Prepare environmental review for each CDBG-assisted project
- Maintain project files and submit duplicate project files to the County
- Archive files in accordance with HUD requirements, coordinating file reviews for HUD monitoring
- Coordinate file reviews for County monitoring
- Conduct Subrecipient training sessions, grant information sessions, grant application workshops, and contractor training
- Provide the required information to the County for preparation of the Consolidated Plan, Annual Action Plan, Consolidated Annual Performance Evaluation Report, Analysis of Impediments to Fair Housing Choice report;
- Maintain all CDBG-related programmatic manuals, to include but limited to, CDBG Policy Manual, Section 3 Policy Manual, Labor Standards Manual, and CDBG Subrecipient Manual.

Section 2: Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	1/1/2016
Deadline for Expenditure of Funds	3/31/2017
Agreement Termination Date	3/31/2017
Deadline for Receipt of Final Reimbursement Request	4/30/2017

Section 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [24 CFR Chapter V, Subpart J at 570.502], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

- [B. Other Program Requirements - The Subrecipient shall comply with all the requirements of 24 CFR [Chapter V, Subpart K] at 570.600 - 570.615, as applicable to the Subrecipient's activity(s).]

Section 4. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the Procurement Standards of 2 CFR Part 200.318-326.

Note: The Subrecipient may utilize their own formal procurement procedures which are at least as restrictive as those required in the aforementioned regulations [applicable provisions of 2 CFR Part 200.318-326] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County when this Subrecipient Agreement is returned to the County for signature by the Chairman of the Cobb County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the above described procurement requirements.

Section 5. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s) funded herein. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Section 20, E. 1-12 of this Agreement]]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, and/or 5.

Section 6. "Force Account" Work

The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

Section 7. Record Keeping/Reporting**A. Financial Record Keeping**

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with in 2 CFR §200. 302 (3). All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Cobb County CDBG Program are specified in Section 21 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. **In addition, Subrecipients are responsible for submitting monthly investment efficiency reports for all jobs created and retained.** The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services."** The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

Section 8. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

Section 9. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Section 10. Funding

The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Section 11. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any

provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Notice For Release of Funds by HUD for the projects/activities identified in this Agreement.

Section 12. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the **Davis-Bacon Act** and its implementing regulations. The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Section 13. Technical Assistance

The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.

Section 14. Review Authority

The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.

Section 15. Agreement Suspension and Termination

In accordance with the applicable provisions of 2 CFR Part 200.338 (c), suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with applicable provisions of 2 CFR Part 200. This Agreement may be terminated with or without cause by either party, hereto, by giving 30 calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the County.

Section 16. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing form to the Cobb County CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the Cobb County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Section 17. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 2 of this Agreement. The termination date of this Agreement is March 31, 2016.

Section 18. Program Income

If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, the Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried

out with CDBG funds made available under this contract. When CDBG program income is generated by an activity that is only partially assisted with CDBG funds (i.e., other funds were also used to carry out the project activity), the program income shall be prorated to reflect the percentage of CDBG funds used and deducted from the Subrecipients monthly reimbursement request.

- B. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

Section 19. Repayments

Any CDBG funds invested in activities that does not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the Cobb County CDBG Program Office by the Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb County is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Section 20. Real Property / Non-Real Property [Non-Expendable] Continued Use

The following standards shall apply to real property/*non-real property* (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

[A]. Change in Real Property Status:

1. Sale of Property:

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership [title] to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership [title] to another entity that **does not continue** to use the property for an activity that meets a CDBG National Objective and is a eligible CDBG activity, the County will require the Subrecipient to repay to the County CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers the ownership [title] to the property at a point in time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property:

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity ***that meets*** a CDBG National Objective and is an eligible CDBG activity, the County will ***not*** require the Subrecipient to repay funds to the County's CDBG Program.

However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.

- (b) If the Subrecipient proposes to change the use of property to an activity that **does not meet** a CDBG National Objective or is not an eligible activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market share of the property as adjusted for non-CDBG funds.

However, prior to such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

- (c) If the Subrecipient proposes to change the use of the property at a point-in-time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.

[B]. Reversion of Assets Provision

Cobb County, under the Reversion of Assets Provision at 570.503 (7) and Section 18 (b)(1)(2)(a)(b) of the agreement, herein, can waive the repayment obligation by the Subrecipient providing a current fair market “like-amount” of funds at another facility which serves the eligible clientele, by “transferring” the “eligible use” of the existing property to a newly acquired property so that the original CDBG funds will continue to carry out eligible CDBG activities. In the event that a Subrecipient should dispose of a CDBG-funded real property which has increased in value, and chooses to acquire a property of less than the current fair market value of the existing property, the Subrecipient shall repay Cobb County, from non-CDBG funds, the difference between the existing real property current fair market value and the lesser value transferred to another “eligible” property site where eligible CDBG activities are to be carried out.

- C. The Subrecipient shall inform the County, in writing, 30 calendar days prior to any modification or change in the use of real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition.
- D. Any Program Income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- E. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a

minimum, the following items and any other items determined by the County to be applicable to the specific lease:

1. The beginning and ending dates of the lease (at least 15 years to be eligible for CDBG funding assistance (applicable for new acquisition activities only).)
2. Identification of the parties to the lease; i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
3. Identification of the precise land parcel(s) and/or structure(s) which constitute the subject of the lease.
4. Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
5. A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
6. The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
7. The lease must contain a maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease agreement will be maintained in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
8. The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.
9. The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
10. The lease must contain an indemnification statement, as specified by the County.
11. The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.

12. The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).

- F. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum 15 years) must be executed which meets the standards specified in Section 18 (f), above. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to insure its compliance with the terms of this Agreement.
- G. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County, if required by the County. Such a document(s) provides the County with a mechanism to insure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

Section 21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The Office of Management and Budget (OMB) released new guidance on *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. As described in 2 CFR §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations contained in OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133.
- B. Subrecipients shall comply with the following audit requirements as listed in 2 CFR 200.501.

§200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award

audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

C. Cobb County audit standards:

Because Cobb County is responsible for any grant funds provided to all participating cities and other subrecipients, any organization or city which expends a total of CDBG funds between \$0.00 and \$750,000.00 in any fiscal year from this agreement must have an audit of those funds performed annually, or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) The Subrecipient shall have an annual audit conducted by a qualified auditor in keeping with the standards of OMB Circular 2 CFR 200.501, Audits of States, Local Governments and Nonprofit Institutions, and a copy of the audit findings, or independent auditor's statement, shall be submitted to the Cobb County CDBG Program Office, ATTN: CDBG Coordinator, within 120 days of the end of the Subrecipient's fiscal year;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above that person that prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by the Executive Director or a member of the governing board;
- 3) Requests for reimbursement submitted to the County shall attach a copy of the appropriate invoice and canceled check for each expense for which reimbursement is being requested. If bank checks are not returned to the Subrecipient, a copy of the bank statement identifying the check may be substituted for the check;
- 4) Cobb County shall periodically perform program reviews of Subrecipient financial records, generally at least once during the period covered by this Agreement. This review will, at a minimum, include procedures to verify documentation of expenditures requested in one or more reimbursement requests;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Cobb County that these reportable conditions exist; and

- 6) If the Subrecipient receives only CDBG funds and no other Federal funds, and if the total CDBG funds received is less than \$25,000, the Subrecipient may indicate by checking and signing here that the Subrecipient is requesting authority from Cobb County to submit a separate schedule covering CDBG funds within the General Audit of the Subrecipient.

Subrecipient, herein, requests authority to submit separate CDBG schedule as a part of its General Audit:

Signature for the Subrecipient / Date

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Cobb County.

The Subrecipient further agrees to send one copy of the independent auditor's report or its financial statements to the County within 120 days following the close of the Subrecipient's fiscal year.

Section 22. Compliance with all CDBG Regulations at 24 CFR 570

The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG Regulations] and OMB Circular 2 CFR 200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. Upon request, the referenced documents are also available from the Cobb County CDBG Program Office.

Section 23. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

1. A subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name, select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.

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3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Section 24. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in SECTION 2 of this amendment, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Section 25. Performance

- A. **The subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the**

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specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

Section 26. Recognition of Cobb County Board of Commissioners, and the CDBG Program Office

- A. The Subrecipient shall insure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities.
1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the Cobb County Board of Commissioners, County Manager, and HUD have provided.
 2. Provide the CDBG Program Office, the Cobb County Board of Commissioners, and the County Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., Cobb County Celebration of National CDBG Week] in Projects funded in whole or in part with CDBG funds.
 3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD in the funding assistance provided to the Subrecipient.
 4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD require.

Section 27. Allowable Costs for Pre-Award

The CDBG/HOME Pre-Award process, allows subrecipients to incur costs prior to the receipt and execution of future years Subrecipient Agreements. The subrecipient must "**front-end**" all costs related to the preaward amount incurred for the activity mentioned herein this agreement.

Cobb County will reimburse the subrecipient annually upon allocation and receipt of the current year CDBG and/or HOME entitlement award. Please understand that Cobb County will reimburse the subrecipient only if Congress continues to appropriate CDBG and/or HOME funds at the current funding levels and if the project continues to meet all CDBG and/or HOME requirements.

Section 28. Reimbursement Process

Cobb County utilizes a "reimbursement process" for all subrecipients participating in the CDBG, HOME & ESG Grant Programs. All Program funds will be paid by Cobb County to subrecipients upon submission of acceptable payment documentation to the Cobb County CDBG Program Office by the subrecipient in a timeframe required by the Cobb County CDBG Program Office. **Subrecipients cannot hold request for reimbursements for more than two months. All expenses incurred by the Subrecipient between January – September 30th of the current Program Year should be submitted to the Cobb County CDBG Program Office no later than October 10th.** Reimbursement payments by the CDBG Program Office will be made using the normal 30 day payment schedule for all subrecipient disbursements.

If goods or services are necessary to carry out such activities, the procurement of all such goods and services shall be carried in accordance with the requirements of applicable provisions of 2 CFR Part 200 and with the written procurement requirements of the subrecipient, the more restrictive of which shall apply.

Section 29. Women- and Minority-Owned Businesses (W/MBE)

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

Section 30. "Section 3" Clause

[A.] Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 155, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

[B]. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 155 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Marietta:

Signature of Authorized Person

Typed or printed name and title

Date of Signature

Attest: _____
Signature

Typed or printed name and title

Date of Signature

Date Approved by Subrecipient Governing
Body: _____

Imprint Subrecipient Corporate Seal Here:

For Cobb County:

Timothy Lee, Chairman
Cobb County Board of Commissioners

Date of Signature

Attest: _____
County Clerk's Office

Date of Signature

Kimberly Roberts, Managing Director,
CDBG Program Office

Date of Signature

Board Action Date: _____

Approved As To Form:

Cobb County Attorney's Office

See Also Attached Exhibit(s)

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EXHIBIT 1
CERTIFICATIONS

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EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Cobb County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Cobb County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
- (m) It has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. 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;
 2. 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
 3. It will require that the language of paragraph (n) of this 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;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

-
- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: Multiple Locations

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS
INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND
DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1552, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1508.11 through 1508.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii)

temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: City of Marietta

<u>Activity Name(s):</u>	<u>Activity Number:</u>	<u>Amount:</u>
Administrative & Planning Functions	CD16-C16MA	\$ 97,605.20
Public Facilities	CD16-C16MY	\$ 317,216.90
Public Services	CD16-C16MP	\$ 73,203.90
	TOTAL	\$ 488,026.00

STATEMENT OF WORK

The total PY 2016 CDBG budget for this activity shall not exceed **\$488,026.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 31, 2017, unless extended by the CDBG Program Office. The activity shall be completed by March 31, 2017. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. Reporting requirements shall continue until March 31, 2021.

A detailed budget and construction schedule must be submitted with this agreement when completed.

GENERAL REQUIREMENTS:

Performance Measurement Outputs for Low/Mod Persons Served over the next Five Years: [except Project Service Area (PSA) Projects]

1st Year – 2016:

2nd year – 2017:

3rd year – 2018:

4th year – 2019:

5th year – 2020:

Requests for any reimbursement of the Cobb County CDBG funded Program shall be submitted to the Cobb County CDBG Program Office, with copies of procurement documentation, invoices from vendors, and copies of check(s) issued by the Subrecipient to pay such expenses.

The Subrecipient shall develop and maintain property records which are compliant with the requirements described in applicable provisions of 2 CFR Part 200, including procedures for property disposition. If the Subrecipient disposes of the real property and/or non-real property after their useful lives, the procedures outlined in applicable provisions of 2 CFR Part 200 shall govern the process for disposition and any use of any revenues derived from the disposition.

No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity.

Reporting Requirements:

Monthly Services Reports [see the form which follows] shall be filed with the Cobb County CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity (s), and shall be submitted for a total of 5 years, following the initial month of operation.

Special Stipulations for Non-Real Property Acquisitions:

The Subrecipient shall file the Non-Real Property Inventory Form [copy enclosed] for the non-real property with the Cobb County CDBG Program, upon completion of the purchase of each item. The form shall be filed by January 15 of each year, thereafter, for as long as the property shall remain in use as a CDBG-assisted activity.

EXHIBIT 3
MONTHLY REPORTS &
NON-REAL PROPERTY REPORTS

CDBG PROGRAM OFFICE	
MONTHLY SERVICES REPORT	
[SUBMIT BY 15TH CALENDAR DAY FOR EACH PRIOR MONTH]	
Month/Year of this Report:	
Agency Name:	
Activity Name: :	HUD IDIS Number:
Name of Person Submitting Report: :	Activity Number:
Date Submitted:	Telephone Number:
New Persons Served This Month	
<i>Note: All persons served are to be reported only during the 1st month they are served during the January - December Program Year, and not reported again during that Program Year.</i>	
1. New Persons Served - Listed By Income Groups - Percentages of Median Family/Household Income	Number of Persons Served
A. <u>New</u> persons served [Extremely Low Income - 0%-30% Median Family/Household Income]	
B. <u>New</u> persons served [Very Low Income - 31%-50% Median Family/Household Income]	
C. <u>New</u> persons served [Low Income - 51%-80% Median Family/Household Income]	
D. <u>New</u> persons served [Over 80% Median Family/Household Income]	
E. Total New persons served	

2. Number of New Persons Served – As Identified by Each Individual – Listed by Race/Sex/Ethnicity			
Race by Gender	Male	Female	Total
(1) White			
(2) Black/African-American			
(3) Asian			
(4) American Indian/Alaskan Native			
(5) Native Hawaiian/Other Pacific Islander			
(6) American Indian/Alaskan Native & White			
(7) Asian & White			
(8) Black/African-American & White			
(9) American Indian/Alaskan Native & Black/African-American			
(10) Other Multi-Racial			
(11) Totals			
Race by Ethnicity	Hispanic or Latino	Nom-Hispanic or Non-Latino	Total
(1) White			
(2) Black/African-American			
(3) Asian			
(4) American Indian/Alaskan Native			
(5) Native Hawaiian/Other Pacific Islander			
(6) American Indian/Alaskan Native & White			
(7) Asian & White			
(8) Black/African-American & White			
(9) American Indian/Alaskan Native & Black/African-American			
(10) Other Multi-Racial			
(11) Totals			
3. Number of <u>New</u> Female-Headed Households Served This Month-----→			
4. Presumed Benefit Groups Served – Use <u>Only</u> the Category Used to Qualify Your Activity for CDBG funding			
A. <u>Elderly – Age 62 and Older</u> – Number of <u>New</u> Persons Served			
B. <u>Adults With Disabilities</u> – Number of <u>New</u> Persons Served			
C. <u>Homeless Persons</u> – Number of <u>New</u> Persons Served			
D. <u>Abused Spouses</u> – Number of <u>New</u> Persons Served			
E. <u>Abused/Neglected Children</u> – Number of <u>New</u> Persons Served			

Submit to: Cobb County CDBG Program Office
 121 Haynes Street, Marietta, GA, 30060
 FAX: 770-528-1566 Telephone: 770-528-1562

**CDBG MAXIMUM HOUSEHOLD INCOME LIMITS [COBB COUNTY, GEORGIA]
 PY2015 Income Limits
 Effective: March 6, 2015**

Family/Household Size	Extremely Low 30%	Very Low Income 50%	Low Income 80%
1	\$14,350	\$23,900	\$38,200
2	\$16,400	\$27,300	\$43,650
3	\$20,090	\$30,700	\$49,100
4	\$24,250	\$34,100	\$54,550
5	\$28,410	\$36,850	\$58,950
6	\$32,570	\$39,600	\$63,300
7	\$36,730	\$42,300	\$67,650
8	\$40,890	\$45,050	\$72,050
Ea. Additional Member	Extremely Low 30%	+ \$2,850	+\$4,550

*Source: U.S. Department of Housing & Urban Development [HUD] Extremely Low Income = 30% of Median Household Income
 Very Low Income = 50% of Median Household Income Low Income = 50% - 80% of Median Household I

NON- REAL PROPERTY INVENTORY***[USE SEPARATE PAGES FOR EACH INDIVIDUAL PIECE OF EQUIPMENT]***

Date of Inventory: _____

Name of Agency: _____

Agency Address: _____

City: _____

State: _____

Zip Code: _____

Address Where Asset Located: _____

Program Year: 2016 _____

Project Name: _____

Project No.: _____

Date Acquired: _____

Agency Asset No.: _____

Serial No.: _____

Description of Asset: Brand Name, Model No., Color/Size, etc.

_____***Agency Accounting System Identification Information:***

Your Purchase Order No.: _____

Check Issued for Payment: _____

Subrecipient Check No.: _____

Date of Subrecipient Check: _____

Unit Cost of Item: \$ _____

Quantity _____

Total Cost of Item: \$ _____

Person Preparing This Form _____

Date: _____

EXHIBIT 4

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

EXHIBIT 5

LEASE AGREEMENT

[Add If Applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add If Applicable]

EXHIBIT 7
HUD REGULATIONS

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

24 CFR Part 570:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr570_main_02.tpl

OMB CIRCULARS

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS,

[http://www.ecfr.gov/cgi-](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)
[bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)

EXHIBIT 8
CDBG APPLICATION
[INSERT HERE]

**EXHIBIT 9
CDBG BUDGET
[INSERT HERE]**

**EXHIBIT 10
IMMIGRATION COMPLIANCE
[INSERT HERE]**

EXHIBIT 10**GENERAL ASSURANCES**

The Contractor and Subrecipient shall comply with the following requirements:

I. IMMIGRATION COMPLIANCE

- (a) INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The Owner acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

- (b) GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006.

The Owner acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

- A. That affidavits in the required form be executed from the Owner (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of any Owner contract and/or subcontract;
- B. That the Owner (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under this Agreement or subcontract which is to be paid for with County funds;
- C. That the Owner (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier to be paid for with County funds;
- D. That the Owner be responsible for obtaining and providing to the COUNTY the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required under the County "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
- E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- F. That Owner and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Owner to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with

the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate this Agreement;

H. That upon notice of a material breach of these provisions, the Owner (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

(c) S.A.V.E VERIFICATION O.C.G.A. § 50-36-1 et seq.

The Owner acknowledges and agrees as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cobb County that the Owner shall comply with all requirements, including but not limited to, executing a S.A.V.E. affidavit with respect to this agreement.

Signature - Subrecipient

Typed Name - Subrecipient

Title

Signature Date

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT
E-VERIFY**

Senate Bill 529 is the "Georgia Security and Immigration Compliance Act" of 2006 (Act 457). Section 2 of SB 529 enacted new work eligibility verification requirements that apply to Georgia's public employers, and the contractors and subcontractors of Georgia's public employers. Under Section 2 of SB 529, "Public Employers, Their Contractors and Subcontractors are Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program".

The new rules designate the "Employment Eligibility Verification (EEV) / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security as the electronic federal work authorization program to be utilized for these purposes. The EEV/Basic Pilot Program can be accessed at <https://e-verify.uscis.gov/enroll>.

By executing the attached Contractor Affidavit, Contractor verifies its compliance with O.C.G.A. 13-10-91 stating affirmatively that the individual, firm or corporation which is contracting with Cobb County has registered and is participating in this federal work authorization program in accordance with the applicability provisions and deadlines established in this Statute.

Contractor further agrees that should it employ or contract with any Sub-Contractor(s) for the physical performance of services pursuant to the contract with Cobb County, Contractor will secure from the Sub-Contractor(s) verification of compliance with O.C.G.A. 13-10-91 on a Sub-Contractor Affidavit and shall provide a copy of each such verification to Cobb County at the time the Sub-Contractor(s) is retained to perform such services.

Please Complete the Attached Affidavit

**Georgia Security & Immigration Compliance Act
CONTRACTOR AFFIDAVIT AND AGREEMENT****Contractor Name:** _____**STATE OF GEORGIA****County:** _____

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Cobb County has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Services Bureau of 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Cobb County, contractor will secure from such subcontractor(s) similar 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. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Cobb County at the time the subcontractor(s) is retained to perform such service.

E-Verify Employment Eligibility Verification User Identification Number_____
Name of Contractor_____
Signature of Authorized Officer or Agent of Contractor_____
Title of Authorized Officer or Agent of Contractor_____
Printed Name of Authorized Officer or Agent**SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE**

____ DAY OF _____, 20__

[NOTARY SEAL]

Notary Public**My Commission Expires:** _____

* any of the electronic verification of work authorization 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.

*See <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> to access your EEV/E-Verify Identification Number.

CONFLICT OF INTEREST POLICY & CERTIFICATION

2016

In the procurement of supplies, equipment, or Professional Services [i.e. Architect, Engineer, General Contractor] by Subrecipients, the Conflict of Interest provisions in applicable provisions of 2 CFR Part 200. HUD Regulations stipulate that no person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient can do the following:

- exercises any function or responsibilities with respect to CDBG activities;
- is in a position to participate in the decision making [hiring] process;
- or gains inside information with regard to such activities:

May obtain a financial benefit from the CDBG activity or have a financial interest in any contract with respect to CDBG activities or its proceeds for themselves or those they have business or immediate family ties with. [24 CFR § 570.611 (b) & (c)]

Non-Competitive Activity:

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CDBG funds should engage in any activities that are or may be perceived as non-competitive, including but not limited to the following activities:

- Agreeing with a competitor to share market segments or regions; to set prices or terms of a sale; or to boycott a third party;
- Discussing production quantity with a competitor;
- Making false or misleading statements about a competitor's products or services.

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CDBG funds should engage in any activities that interfere or may be perceived as interfering with an existing contract or project between a customer (or potential customer) and a competitor.

Examples of such activities include, but are not limited to, making disparaging remarks to the customer about the competitor's performance for the customer with the intention of inducing the customer to terminate its contract with the competitor in favor of the company.

Political Contributions:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not use company assets or CDBG funds to make political contributions to candidates running for a political office (i.e. in a federal, state or local election). Examples of prohibited contributions may include, but are not limited to cash, gifts, loans, tickets, or trips.

Conflict of Interest:

The Subrecipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of

contracts supported by Federal funds.

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

Confidential Information:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not disclose to a third party the confidential information of the company or the company's customers. Such information may include, but is not limited to, company procedures, processes, financial information, business plans and customer lists.

Violation of Policy:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient who violate this policy will be subject to discipline that may include suspension or termination and loss of CDBG funds.

Employees etc. who become aware of any apparent violations of this policy should notify their department managers, who in turn, should notify the CDBG Program Office.

2016**CONFLICT OF INTEREST
CERTIFICATION****TO BE COMPLETED BY THE SUBRECIPIENT:**

The Center for Family Resources, Inc. certifies that we have read and disseminated the CDBG Conflict of Interest Policy. In addition, we hereby certify the following (check one):

- ☐ To the best of our knowledge and belief, we do not presently have any conflicts of interest that might interfere with any CDBG assisted activity.
- ☐ We have an actual or potential conflict of interest and have described the parties, activities, and/or situation to the best of my ability below:

EXPLANATION:

Signature: _____ **Title:** _____
(Subrecipient Executive Director or Board Chair)

Date: _____



NOTICE TO PROCEED

TO Contractor:

FROM Owner:

DATE:

THIS IS YOUR AUTHORITY TO PROCEED WITH THE WORK AUTHORIZED BY A CONTRACT OF THIS DATE ON THE PROPERTY KNOWN AS:

36 Adair Dr., Marietta, GA 30066

WORK TO BEGIN AFTER: _____

COMPLETION DATE: _____
(unless extended)

ACCEPTANCE OF NOTICE

Receipt of this Notice To Proceed is hereby acknowledged by:

SIGNED: _____
Contractor

DATE: _____

SIGNED: _____
(Owner)

DATE: _____

SIGNED: _____
(Owner)

DATE: _____

SIGNED: _____
City of Marietta Community Development

DATE: _____

City of Marietta
CDBG Housing Rehabilitation Program
HOMEOWNER ACCEPTANCE OF CONTRACTOR FORM

Property Address: 36 Adair Dr., Marietta, GA 30066

I, _____, agree to have _____ to serve as my contractor for rehabilitation activities to be performed on my home at the above referenced address. In regard to this work:

- Further, I state that I am not related to the above selected contractor; and
- I agree that during the course of the performance of the contract of this date that I will not make any payments of any nature to the contractor, subcontractor or workman FOR ANY REASON. Any additional work beyond the initial Scope of Work may not be undertaken without the express written consent of the City of Marietta Community Development Division and
- I understand that the cost of the work to be performed under the Contract of this date, unless amended, will be completed by _____ and such payments shall not exceed: \$_____.

Signature of Homeowner

Date



CONTRACT ACCEPTANCE

Re:

36 Adair Dr., Marietta, GA 30066

The attached REHABILITATION CONTRACT is accepted from Atlanta Metro Restoration to furnish all labor, material, and equipment necessary to accomplish ALL work required by the work write-up, specifications, and drawings (if any) for the rehabilitation of the property at: 36 Adair Dr., Marietta, GA 30066

Community Development Manager

Date

HOUSING REHABILITATION CONTRACT

This agreement is made and entered into this 3rd day of March 2021, by and between _____ hereinafter called the "Owner" and _____ hereinafter called the "Contractor".

This agreement shall not become a Contract binding upon the parties concerned until these parties have properly signed this agreement and until an application for grant or loan funding has been approved by the City of Marietta Community Development Manager.

In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and Owner agree to the following provisions:

I. GENERAL PROVISIONS:

- A. This contract embodies all the representations, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding or inure to the benefit of any of the parties.
- B. The parties state that, to the best of their knowledge, no Councilmembers of the City of Marietta, and no other officer, employee, or agent of the City of Marietta who exercises any functions or responsibilities in connection with the successful completion of the work to which this Contract pertains, has any personal interest, direct or indirect, in this Contract.
- C. The parties to this Contract acknowledge and hereby agree to comply with the following Exhibits, all of which are made a part of this Contract:
 - 1. Exhibit A – Contractors Bid Proposal & Acceptance.
 - 2. Exhibit B – Lead-Based Paint Warning.
 - 3. Exhibit C – Terms and Conditions of Rehab Assistance;
 - 4. Exhibit D – General Conditions of Specs/Write-Up, and Plans
- D. The property to be rehabilitated or reconstructed is located at 36 Adair Dr., Marietta, GA 30066. Work to be done on this property is to eliminating code violations any hazardous conditions that affect the livability of the occupants.
- E. Both parties agree that they will not enter into any "side deals" during the performance of this contract. A "side deal" is work done on this property which is not included in this contract.
- F. Changes to the Work Write-up shall be authorized only through the use of a written Change Order form signed by the Owner, the Contractor, and an Agent of the Community Development Division.
- G. Both parties acknowledge the assistance of the City of Marietta Community Development Division in facilitating the

successful completion of the work to which this contract pertains. Both parties acknowledge that the Division will review the progress of the work, from time to time, to which this contract pertains; and that any such inspection or review is for the exclusive use of the Division or its determination on when to release funds pursuant to this Agreement.

- H. Both parties hereto acknowledge and agree that the Community Development Division, the State of Georgia and its entities (including the City of Marietta, its agents, successors or assigns) do not guarantee or insure the work to be completed on the property described herein, and shall not be held liable for any defects or deficiencies in work performed by the Contractor on the subject property. The Owner acknowledges that he/she will have no claim or cause for action of any type and/or kind against the Division, the State of Georgia and its entities (including the City of Marietta, its agents, successors or assigns) arising from the work completed by the Contractor and its subcontractors on the Owner's property. It is acknowledged that the Contractor shall be responsible for all work completed on the property, and any defects or deficiencies resulting therefrom.

Notwithstanding the above, the City agrees that it will render assistance to the Owner in an effort to assure that the planned work is completed in compliance with representations made to the City and the Owner by the Contractor and its subcontractors.

- I. Both parties agree that either party can terminate this contract with a three (3) day written notice. If this contract is terminated, the Owner agrees to compensate the Contractor for only the work which the Contractor has successfully completed. In such a case, the Contractor will receive the difference between the full contract amount and the amount required to pay another contractor to complete the remaining work.
- J. Disclaimer of Warranty. All parties acknowledge that the Marietta Community Development Division on behalf of itself and its inspectors, employees, agents, successors or assigns; hereby disclaims any warranties, express or implied, as to the scope, workmanship or nature of the work performed and of the fitness of such work for any use or purpose.

II. PROVISIONS FOR THE OWNER:

- A. The Owner warrants to the City that the fee simple title to the property rests with them.
- B. The Owner acknowledges that he/she has been informed that the Contractor was selected through a competitive bidding process from the City of Marietta's approved housing rehabilitation contractors register. The Owner understands that if he/she wants to select a contractor not on the City's register, the Community Development Division will not authorize the work and the financial assistance will be withdrawn.
- C. The Owner shall permit the Contractor to use, at no cost to the Contractor, existing utilities such as heat, electricity, and water necessary to carry out the work.
- D. The Owner shall cooperate with the Contractor, and not hinder the Contractor's efforts to successfully complete the work prescribed in the Work Write-up in a timely manner. The Owner shall provide the Contractor with reasonable access to their home so the work can be completed within the time period allocated under the contract. Failure of the Owner to comply with this provision may result in immediate termination of all work under the contract.
- E. The Owner agrees that neither he/she, nor members of the Owner's family, or other contractors or subcontractors not under the supervision of the Contractor who is a party to this agreement, shall perform work on the property while the Contractor is completing the work specified under this contract.

- F. The Owner desires that work carried out by the Contractor must be done in a satisfactory manner. The Owner agrees that the City of Marietta Community Development Division, as the provider of Loan and/or Grant funding for the work, shall assist the Owner in determining if the work is satisfactorily completed. The Owner will be asked to sign off on payments to the Contractor after the Community Development Specialist has inspected the work. If there is disagreement as to whether work is done in a satisfactory manner, the Owner agrees to resolve the disagreement with amicable intent by meeting with the Contractor and representatives of the Division. In the event that the Owner and the Contractor, with input from the Community Development Division, cannot reach an agreement on the scope and quality of work, the Owner herein agrees that the Division is authorized to resolve the dispute between the two parties and to make, in its sole and absolute discretion, any payments it deems appropriate and fair.
- G. The Owner hereby agrees to hold harmless and indemnify the Community Development Division/City of Marietta (including its employees, inspectors, agents and assigns) for any liability or loss, including court costs and reasonable attorneys' fees, related to the specifics of the contemplated loan, repairs or actions of the Contractor (including its employees, workmen or subcontractors hired by the Contractor). The Owner further agrees that in the event any dispute arises between the Owner and the Contractor (including any employees, workmen or subcontractors hired by the Contractor) regarding the scope, nature or quality of work performed related to this agreement, that Owner hereby waives any right of action it may have against the Community Development Division/City of Marietta (including its employees, inspectors, agents or assigns) and any government entity of the State of Georgia, and hereby agrees that such action shall lie solely against the Contractor (its employees, workmen or subcontractors).
- H. In the event that Contractor fails to complete the work within the time specified, then Owner shall have the right to elect liquidated damages in lieu of work completion. Owner shall contact the Community Development Division and inform of such election in writing in a format specified by Office. Owner acknowledges that such liquidated damages shall be the property of the Division and shall be deducted from the outstanding balance of the Owner's indebtedness to the Community Development Division.

III. **PROVISIONS FOR THE CONTRACTOR:**

- A. The Contractor agrees to furnish all labor, materials, supervision, and services to successfully complete, in accordance with local construction codes, the work specified in the Proposal Acceptance and Work Write-up (Exhibit B) and plans and specifications for the total sum of \$_____.
- B. The contractor shall begin work only after receiving a "Notice To Proceed" signed by the Owner.
- C. The Contractor shall satisfactorily complete the work within _____days from the date of the Notice To Proceed. The completion date of this Contract is:_____, unless altered by a written Change Order signed by the Owner and the Community Development Division.
- D. The Contractor shall complete all work in compliance with the Standard Specifications for Residential Rehabilitation provided by the Community Development Division and will also comply with all local property standards, regulations, ordinances, and laws of the City, applicable municipalities, the State of Georgia, and the Federal Government, and promptly secure all necessary permits, inspections, and approvals required thereby, and allow reasonable inspections of all work by authorized inspectors and officials of said governments.
- E. The Contractor shall take appropriate steps to prevent damage from occurring to the Owners property while carrying out the work. Notwithstanding, the Contractor shall be responsible for any damages it causes to the Owners property while undertaking this contract.

- F. The Contractors insurance will provide coverage for all work items and change orders performed in the jobs work write-up, plans and specs
- G. The Contractor shall maintain insurance as follows, with the City of Marietta named as an additional insured thereunder:
1. Bodily Insurance \$1,000,000 per person; \$1,000,000 per occurrence
 2. Property Damage \$1,000,000 per person; \$1,000,000 annual aggregate
 3. Workman's Compensation as specified by law.
- H. The Contractor shall abide by Federal and State Regulations prohibiting the use of lead-base paint, asbestos, and other hazardous substances.
- I. The Contractor shall abide by the Civil Rights Act, as amended to date, in the performance of the work authorized by this contract.
- J. The Contractor shall submit a written Change Order request to the Community Development before carrying out any work not in compliance with the approved Work Write-up and plans and specifications. Neither the Owner nor the Community Development Division shall be responsible for payment for any work not covered by a written "Change Order" approved and signed by the Owner, the Contractor, and the City of Marietta Community Development Division.
- K. The Contractor shall submit to the Community Development Division the forms required for payment under this Contract. Payment requests may be submitted for work completed at the 50% point and upon project completion, unless a separate payment schedule has been approved as a part of this contract. Ten percent (10%) of the amount of each payment request will be withheld until 30 days after completion of all work covered by the contract and the job is finished. Completion of work is determined by a final inspection by a Community Development inspector and the Owner and submission of all required permits finished by the City.
- L. The Contractor shall communicate with the Community Development Specialist regularly of progress-to-date and the upcoming work schedule.
- M. The Contractor shall take appropriate actions to minimize use of the Owner's utilities (including water, sewer, electricity, and gas) while working under this contract. The Contractor shall provide its own telephone.
- N. The Community Development Division reserves the right, upon inspection and consultation with the Owner, to deliver to Contractor a listing of items that need to be corrected or completed (hereinafter "Punchlist"). Division may also request changes to the work pursuant to a Change Order request. Unless otherwise agreed to in the Change Order form, the Contractor agrees that all work requested pursuant to a Punchlist or Change Order form will be completed within seven (7) calendar days or receipt from Community Development Division.
- O. In the event Contractor fails to complete the required work by the completion date specified in this Contract (or subsequent Punchlists or Change Orders as approved in writing by the Contractor, Owner and Community

Development Division) Contractor agrees to pay liquidated damages to the Community Development Division in the amount of Fifty Dollars (\$50.00) per day until such time as the required work is completed. In the event Contractor's work is not approved by the Community Development Division (its inspectors, employees, agents or assigns) and Owner, then Contractor shall have Forty-Eight (48) hours to make the necessary changes or repairs. In the event either the Owner or the Community Development Division elects to require liquidated damages in lieu of completion of the work, Contractor shall be notified within Forty-Eight (48) hours of such election. Liquidated damages shall be subtracted from the contract amount at the time of final payment and applied against any outstanding balance or amount due from Owner to the Community Development Division.

- P. Contractor agrees to hold harmless and indemnify the Community Development Division (including its employees, inspectors, agents and assigns) for any liability or loss, including court costs and reasonable attorneys' fees, resulting from the execution of this contract, the work to be performed or the payment schedule therein. Contractor further agrees that in the event any dispute arises between the Owner and Contractor regarding the scope, nature or quality of work performed, Contractor hereby waives any right of action against the Community Development Division (including its employees, inspectors, agents and assigns) and any government entity of the State of Georgia, and hereby agrees that any such actions shall lie solely against the Owner.

IV. OTHER PROVISIONS

- A. Binding Effect, Entire Agreement, Modification, Assignment. This Agreement constitutes the sole and entire agreement between the parties and shall be binding upon the parties and their successor, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended, modified or waived except by the written agreement of all parties. This Agreement may not be assigned without the written agreement of all parties. Any assignee shall fulfill all the terms of this Agreement.
- B. Governing Law and Interpretation. This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of the State of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Cobb County, Georgia.
- C. Time of Essence. Time is of the essence of this Agreement.
- D. Severability. In the event that any provision of this contract is deemed by a Court of competent jurisdiction to be invalid under the Laws of the State of Georgia, as they may now or hereafter exist, such provisions shall be void and of no effect. The remainder of this Agreement shall remain in full force and effect.

THIS CONTRACT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE ABOVE WRITTEN DATE.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same in triplicate, each of which shall be deemed an original, as of the above written date.

Contractor:

Owner (Applicant)

Witness

Witness

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