

AGREEMENT
Between
AUGUSTA, GEORGIA
C/O
HOUSING AND COMMUNITY DEVELOPMENT
And
Point to Point Environmental
For
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
Environmental Review Tier II for Acquisition

FUNDED BY
UNITED STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Agreement is made and entered into this _____ day of _____, by and between Augusta, Georgia, c/o the Housing and Community Development Department (hereinafter referred to as “City”), by and through the Augusta-Richmond County Commission, as the Implementer of the Community Development Block Grant Program and **Point to Point Environmental** (hereinafter referred to as the “Contractor”).

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

WHEREAS, the City desires to engage the CONSULTANT to render certain technical assistance services in connection with its Community Development Grant Program:

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

ARTICLE I. DEFINITIONS AND IDENTIFICATIONS

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

Community Development Block Grant (CDBG) Program or “Program”

The term “Community Development Block Grant (CDBG) Program”, or “Program” shall mean that program administered by the Housing and Community Development Department of the City and funded by a Community Development Block Grant applied for by the City and awarded by HUD as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended.

Department

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

Grantee

The term “City” shall mean Augusta, Georgia.

HUD

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

Project

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

Low and Moderate Income Household

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

Low and Moderate Income Person

The term “Low and Moderate Income Person” shall mean a member of a family having an income equal to or less than the Section 8 low income limit established by HUD (80% of Area Median Income). Unrelated individuals will be considered as one-person families for this purpose.

Household

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

ARTICLE II. PREAMBLE

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

- A. Title I of the Housing and Community Development Act of 1974, P. L. 93-383 (hereinafter the “Act”) consolidated several existing programs for community development into a single program of Community Development Block Grants (hereinafter “CDBG”) for the purpose of allowing local discretion for the determination of needs and priorities of community development. The citizens of Augusta through citizen participation workshops, the Mayor and Commission determined the needs and priorities of community development in the City.
- B. Pursuant to HUD regulations at 24 CFR 570.200 (a), certain projects were included in City’s CDBG submission to HUD, referred to as the Annual Plan. The City determined that the projects included in the Annual Plan each addressed one or more of the following three national objectives:
 - 1. Activities benefiting low and moderate income persons;
 - 2. Activities which aid in the prevention or elimination of slum and/or blight; and/or,
 - 3. Activities designed to meet community development needs having a particular urgency.

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

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

the City relating to the Project and the Program, as a condition precedent to the release of such funds to the Contractor.

ARTICLE III. PROJECT INFORMATION

The City agrees to make available, to the Contractor an amount not to exceed **\$4,525.00** to implement the following activities(s) through the following scope of services:

- A. **EMPLOYMENT.** The City hereby agrees to engage the Contractor, and the Contractor hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.
- B. **SCOPE OF SERVICES.** The Contractor agrees to provide reporting information and supporting documentation to show the administration quality in-depth, on-site customized Environmental Review Services the City staff, as follows:
 1. Environmental Review Consultant to facilitate Tier II, Environmental Review for acquisition of property located at 2403 Mt. Auburn Street, Augusta, GA. 30904:
 - Conduct a historical, environmental database research to determine the potential for impact from historical uses and off-site impacts to the site
 - Conduct a site visit with follow-up visits, if necessary
 - Complete a reconnaissance of the property (Site reconnaissance to include the property improvements and surrounding property uses).
 - Interviews with knowledgeable property personnel to determine current and historical property usage
 - Review and inclusion of historical regulatory reporting
 - Comply with all regulations governing land acquisition.
 - Attend one public hearing (if necessary).
 - Coordinate with the City HCD staff, as necessary.
 - Preparation of a HUD Site Specific Tier II Environmental Review report

Failure to provide reporting information and supporting documentation as requested by the THE CITY shall result in the sub recipient being in violation of the terms of this agreement. THE CITY reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

ARTICLE IV. COMPENSATION AND METHOD OF PAYMENT

The Contractor shall only be paid for services rendered under this agreement from funds allowed by the for administrative costs under the provisions of the grant awarded to the City. Payment will be made only on approval of the Contractor.

The total amount of costs to be paid under this contract for program administration shall not exceed Four thousand five hundred twenty five dollars **(\$4,525.00)**. The Contractor may not incur any costs in excess of this amount (except at its own risk) without the approval of the City. The Contractor will only be paid for the time and effort needed to complete the actual scope of services required for this project; which may be less than the total amount above.

The Contractor shall submit invoices to the City for payment. Each invoice submitted shall identify the specific contract task(s) or sub-task(s), Scope of Services for payment according to the appropriate method listed below:

- a) **Cost Reimbursement:** For tasks lacking a definable work product and/or the Contractor will not assume the risk for incurring the costs for a definable work product: cost reimbursement of labor, material and service costs, and allowable overhead. Each invoice shall itemize the: Direct labor hours by job classification; hourly rate by job classification, fringe benefits as *either* a percent direct labor cost *or absolute dollar per hour amount*; mileage and per diem required per task, and overhead as *either* a percent of direct costs *or dollar amount per direct labor hour* in accordance with the schedule of reimbursable costs listed in Part III Payment Schedule. Reimbursement for contracted services or materials shall include the vendor invoice(s) that identifies items by quantities and cost per unit.

- b) Lump Sum Price: For tasks with a definable work product and the quantity required is certain and the contractor assumes the risk for all costs: a lump sum price. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price and quantity listed in Part III Payment Schedule.
- c) Unit Price: For tasks with a definable work product but the quantity is uncertain and the contractor assumes the risk for all costs: a unit price times the number of units completed for each billing. Each invoice submitted shall identify the specific contract task(s) listed in as listed in Part III and the completed work product/deliverable for the agreed upon price listed in Part III Payment Schedule.

ARTICLE V. PERFORMANCE

The services of the Contractor shall commence on _____, _____, and shall end on _____, _____. Such services shall be continued in such sequence as to assure their relevance to the purposes of this Agreement. All of the services required and performed hereunder shall not be completed until the Contractor has received notification of final close out from the City.

Failure to provide reporting information and supporting documentation as requested by the City shall result in the Contractor being in violation of the terms of this agreement. City reserves the right to forward the sub recipient's Agreement to the Augusta, Georgia Legal.

Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for the carrying out of the work outlined above, shall be furnished to the Contractor by the City. No charge will be made to the Contractor for such information, and the City will cooperate with the Contractor in every way possible to facilitate the performance of the work described in this contract.

Retention of and Access to Records

Authorized representatives of the Secretary of the Agency, the Secretary of HUD, the Inspector General of the United States, the U.S. General Accounting Office, the or other pertinent party to CDBG Grant shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the City pertaining to the receipt and administration of the City's CDBG Program Funds, as may be necessary to make audits, examinations, excerpts, and transcripts.

Financial records, supporting documents, statistical records, and all other records pertinent to this project shall be retained in separate records and for a minimum of three years after receipt of a Certificate of Completion.

The above requirements shall apply to all sub-grantees, contractors, and subcontractors who enter into contracts or agreements with the City.

ARTICLE VI. TERM OF CONTRACT

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

ARTICLE VII. NOTICES

Contractor and the CITY agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other

written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

If to City of Augusta: Augusta, Georgia
Attention: Office of the Administrator
535 Telfair Street
Augusta, GA 30901

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

If to Sub Recipients: Point to Point Environmental
Attention: Mark Faas
1010 Pennsylvania Avenue
McDonough, GA. 30253

ARTICLE VIII: GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the U. S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)] including subpart K of these regulations, except that (1) the Contractor does not assume the Grantee’s environmental responsibilities and (2) the Contractor does not assume the Grantee’s responsibility for initiating the review process. The Contractor also agrees to comply with all other applicable Federal state and local laws, regulations, and policies governing the funds provided under this Agreement. The Contractor further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an “Independent Contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Contractor is an Independent Contractor.

C. Hold Harmless

The Contractor shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Contractor shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, if applicable.

E. Insurance and Bonding

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

F. Recognition

The Contractor shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement (i.e. equipment, supplies, printed materials, website development, etc.) shall be prominently labeled as to the funding source (City of Augusta / HUD-CDBG Funds). In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

1. The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.
2. It is further understood that the City is responsible to HUD for the administration of funds and may consider and act upon reprogramming recommendations as proposed by its Contractor. In the event that the City approves any modification, amendment, or alteration to the funding allocation, the Contractor shall be notified pursuant to Article V and such notification shall constitute an official amendment to this Agreement.
3. It is further agreed that the Contractor will submit to the City within thirty (30) days of the execution of this agreement a complete financial accounting of all its eligible expenses to be paid under this agreement.
4. The Department's Director shall be authorized to approve line item changes to the Contractor's budget as long as such changes do not increase in the grant amount set forth in the "Budget," and remain classified to expenses eligible under the CDBG Program.
5. The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the CITY and Contractor.
6. It is further understood that the Contractor shall be allowed only one amendment to this agreement. No amendment will be granted to extend the agreement beyond the established end of grant period.

H. Suspension or Termination

1. In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which include, but are not limited to the following:
 - a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
 - b) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement;
 - c) Ineffective or improper use of funds provided under this Agreement; or
 - d) Submission by the Contractor to the CITY reports that are incorrect or incomplete in any material respect.
 - e) In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the CITY or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the CITY determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the CITY may terminate the award in its entirety.

ARTICLE IX: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Right

1. Compliance

- a) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1996 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- b) In compliance with Executive Order 11246 and Section 3 of the 1968 Housing and Urban Development Act regarding Equal Employment Opportunity, the Contractor agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that the Contractor will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.
- c) The Housing for Older Persons Act of 1995 (HOPA): Retained the requirement that housing facilities must have one person who is 55 years of age or older living in at least 80% of its occupied units. The act also retained the requirement that housing facilities publish and follow policies and procedures that demonstrate intent to be housing for persons 55 or older.

- d) Section 504 of the Rehabilitation Act of 1973: It is unlawful to discriminate based on disability in federally assisted programs. This Section provides that no otherwise qualified individual shall, solely by reason of his or her disability, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
Section 504 also contains design and construction accessibility provisions for multi-family dwellings developed or substantially rehabilitated for first occupancy on or after March 13, 1991.
- e) The Immigration Reform and Control Act (IRCA) of 1986: Under IRCA, employers may hire only persons who may legally work in the U.S., i.e., citizens and nationals of the U.S. and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form(I-9).
- f) The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002): This act was passed to ensure equal employment opportunity for qualified disabled veterans and veterans of the Vietnam War. Affirmative action is required in the hiring and promotion of veterans.

2. Nondiscrimination

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

B. Fair Housing

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

C. President's Executive Order 11246

1. Approved Plan

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

2. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts

by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor Provisions

The Contractor will include the provisions of Paragraphs VIII.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

D. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, and lobbying, political patronage and nepotism activities.

2. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 8864 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such contracts and with applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers, provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "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 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Contractor and any of the Contractor's Contractors and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Contractor certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

b) Notifications

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Contractor 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 Contractor will not subcontract with any entity where it has notice of knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 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.

E. Environmental Standards

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

F. Lead-Based Paint

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

G. Flood Insurance

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

H. Displacement and Relocation

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

I. Debarred, Suspended or Ineligible Contractor

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

J. Publicity

Any publicity generated by the Contractor for the project funded pursuant to this Contract, during the term of this Contract or for one year thereafter, will make reference to the contribution of Augusta-Richmond County in making the project possible. The words "Augusta-Richmond County Department of Housing and

Community Development" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles

K. Assignability

The Contractor shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

L. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

M. Compliance with Laws and Permits

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

N. Assignment of Contract

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

O. Equal Employment Opportunity

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

P. Conflict of Interest

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

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, an Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. 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 Agreement, 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 Contractor, or any designated public agency.

Q. Lobbying

The Contractor hereby certifies that:

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 (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and Agreements under grants, loans and cooperative agreements) and that all Contractors shall certify and disclose accordingly.

4. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any persons 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.

R. Copyright

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

S. Religious Activities

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

ARTICLE X. SUSPENSION AND TERMINATION

In the event the Contractor materially fails to comply with any terms of this agreement, including the timely completion of activities as described in the timetable and/or contained in ARTICLE III and EXHIBIT C, the City may withhold payments until the contractor cures any breach of the contract. If the Contractor fails to cure the breach, the City may suspend or terminate the current award of CDBG funds for the project.

Notwithstanding the above, the Contractor shall not be relieved of its liability to the City for damages sustained as a result of any breach of this contract. In addition, to any other remedies it may have at law or equity, the City may withhold any payments to the Contractor for the purposes of set off until such time as the exact amount of damages is determined.

In the best interest of the program and to better serve the people in the target areas and fulfill the purposes of the Act, the City can terminate this contract if the Contractor breach this contract or violate any regulatory rules. The City can terminate the contract in 30 days and call the note due.

Notwithstanding any termination or suspension of this Contract, the contractor shall not be relieved of any duties or obligations imposed under this agreement with respect to CDBG funds previously disbursed or income derived therefrom.

ARTICLE XI. SEVERABILITY

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

ARTICLE XII. PRIOR AND FUTURE AGREEMENTS

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

ARTICLE XVI. WAIVER

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

ARTICLE XVII: LEGAL PROVISIONS DEEMED INCLUDED

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

ARTICLE XVIII. ANTI-LOBBYING

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

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

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

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

ARTICLE XIX: WAIVER

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

{Signatures begin on the next page}

ARTICLE XII: COUNTERPARTS

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

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

ATTEST:

AUGUSTA, GEORGIA
(Grantee)

By: _____
Takiyah A. Douse
Interim Administrator

Date: _____

By: _____
Hawthorne Welcher, Jr., Director
Housing & Community Development Department

Date: _____

Approved As To Form By: _____
Augusta, GA Law Department

Date: _____

S E A L

Lena J. Bonner
Clerk of Commission

ATTEST:

By: _____
Charles Iner, President/Owner
Point to Point Environmental

Date: _____

By: _____
Mark Faas, CEO
Point to Point Environmental

Date: _____

SEAL

APPENDIX A

Statutes:

1. Environmental Review Federal Related Laws and Authorities listed at 24 CFR 50.4, 58.5, and 58.6.:
 - a. Air Quality-<https://www.hudexchange.info/programs/environmental-review/air-quality/>
 - b. Airport Hazards- <https://www.hudexchange.info/programs/environmental-review/airport-hazards/>
 - c. Coastal Barrier Resources- <https://www.hudexchange.info/programs/environmental-review/coastal-barrier-resources/>
 - d. Coastal Zone Management- <https://www.hudexchange.info/programs/environmental-review/coastal-zone-management/>
 - e. Endangered Species-<https://www.hudexchange.info/programs/environmental-review/endangered-species/>
 - f. Environmental Justice-<https://www.hudexchange.info/programs/environmental-review/environmental-justice/>
 - g. Explosive and Flammable Facilities-<https://www.hudexchange.info/programs/environmental-review/explosive-and-flammable-facilities>
 - h. Farmlands Protection- <https://www.hudexchange.info/programs/environmental-review/farmlands-protection/>
 - i. Flood Insurance- <https://www.hudexchange.info/programs/environmental-review/flood-insurance/>
 - j. Flood Plain Management- <https://www.hudexchange.info/programs/environmental-review/floodplain-management/>
 - k. Noise Abatement and Control- <https://www.hudexchange.info/programs/environmental-review/noise-abatement-and-control/>
 - l. Site Contamination- <https://www.hudexchange.info/programs/environmental-review/site-contamination/>
 - m. Sole Source Aquifers- <https://www.hudexchange.info/programs/environmental-review/sole-source-aquifers/>
 - n. Wetlands Protection- <https://www.hudexchange.info/programs/environmental-review/wetlands-protection/>
 - o. Wild and Scenic Rivers- <https://www.hudexchange.info/programs/environmental-review/wild-and-scenic-rivers/>
2. United State Department of Housing and Urban Development Exchange Environmental Review Website-
<https://www.hudexchange.info/programs/environmental-review/>

“EXHIBIT “A”
CONTRACTOR ACKNOWLEDGEMENT

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

EXHIBIT “B”

E-VERIFY

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

EXHIBIT “C”

BASICALLY CDBG MANUAL: CHAPTER 15 ENVIRONMENTAL REVIEW

Provides general information on environmental review. The chapter will provide an overview of the applicable regulations, responsibilities, guidance on classifying the activity and the appropriate level of review. Grantees must consult the regulations (cited within this chapter) and their HUD Environmental Representative for more detailed guidance than this chapter can provide.

EXHIBIT “D”

AUGUSTA GEORGIA HOUSING AND COMMUNITY DEVELOPMENT **PART 58 ENVIRONMENTAL REVIEW GUIDEBOOK**

The guidebook to assist users in the preparation of environmental reviews prepared under HUD’s National Environmental Policy Act (NEPA) implementing regulations of 24 CFR Part 58, and aid users in achieving HUD’s goal of providing a safe, suitable living environment. It is intended to guide the reader through the environmental review process. It explains factors that must be considered, documentation that must be provided, public notice and comment requirements, and the process for obtaining environmental clearances. The guidebook includes HUD recommended templates, worksheets for completing forms, and other guidance, which may be adopted for incorporation into the environmental review record (ERR). This guidebook is not a substitute for the 24 CFR Part 58 regulations. Applicable authorities and regulations take precedence over the information in this guidebook and should be consulted as necessary to achieve full compliance. Additionally, HUD cannot attest to the accuracy of information provided by websites external to HUD. Access to these websites does not constitute an endorsement by HUD, or any of its employees, of the sponsors of the websites or products presented on the websites.

END OF AGREEMENT