

**CONTRACT**

**between**

**AUGUSTA, GEORGIA**

**And**

**Antioch Ministries, Inc. (AMI)**

in the amount of  
\$71, 050.00 USD

**Seventy One Thousand Fifty Dollars and 00/100**

for Fiscal Year **2023**

Providing funding for

**LANEY WALKER/BETHLEHEM REVITALIZATION PROJECT-ARCHITECTURAL  
SERVICES WORKFORCE HOUSING**

**1102 Laney Walker Boulevard**

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

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

**WITNESSETH**

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

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

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

**WHEREAS**, AMI is the approved developer through a solicitation process to assist in the revitalization of Laney Walker and Bethlehem communities improvements for **1102 Laney Walker Boulevard**

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

**WHEREAS**, AMI has requested, and Augusta has approved a total of **\$71,050.00** in funding to perform eligible activities as described in Article I; below:

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

## **ARTICLE I. SCOPE OF SERVICES**

### **A. Scope of Services**

Project Description: AMI agrees to utilize approved Laney Walker/Bethlehem Bond financing funds to support project related costs associated with the Laney Walker/Bethlehem Redevelopment Project. This activity involves providing architectural services for the Workforce Housing identified as **1102 Laney Walker Boulevard** as part of the Laney Walker/Bethlehem Revitalization Project. Under this Agreement, AMI will:

- Work with SHLTR Architects to provide architecture/engineering services to include:

Planning and Design Services:

#### **- Site Density Analysis**

- This includes a few layout options for discussion, some unit plan suggestions and a unit count (along with approximate SQFT totals)  
Use available GIS information along with the current property boundary survey we have on. There might be changes needed as the project progresses due to utilities, setbacks, easements, etc.
- A blocking/stacking diagram with building square footage and parking layout options included.

#### **- PUD Revisions**

- 3D massing of schematic building design
- Includes primary 2D elevations drawings with materials labeled.
- Max. 2 rendering views of the exterior (typically at primary corners or common areas)
- Use images to resubmit for a revised PUD application.

### **B. Use of Funds:**

Bond funds shall be used by AMI for the purposes and objectives as stated in Article I, Scope of Services, of this Agreement. The use of funding for any other purpose(s) is not permitted. The following summarizes the proposed uses of funds under this Agreement based on **total material and labor cost of \$71,050.00**.

1. Profit

An amount not to exceed amount as outlined and approved in Article I. Scope of Services, Section B. The site in question is bounded by Laney Walker Blvd, Pine St., 11th St., (see map below). We will analyze site circulation, preliminary topography, zoning/planning requirements to complete an initial understanding of the density and type of housing the site will allow i.e. architectural design and analysis for **1102 Laney Walker Boulevard**.

2. Developers Fee

\$5,000

C. Program Location and Specific Goals to be Achieved

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

D. Project Eligibility Determination

AMI shall comply with legislation supporting community development in Laney Walker/Bethlehem as authorized under the Urban Redevelopment Authority which acts on behalf of the Augusta Commission to provide oversight of the operation of the Laney Walker/Bethlehem Revitalization Project. Notwithstanding any other provisions of this contract, AMI shall provide activities and services as described in the description of the project, including use of funds, its goals and objectives, tasks to be performed and a detailed schedule for completing the tasks for this project as provided in Exhibit A of this contract.

## ARTICLE II. BUDGET AND METHOD OF PAYMENT

AMI will carry out and oversee the implementation of the project as set forth in this Agreement and agrees to perform the required services under the general coordination of the Augusta Housing and Community Development Department.

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

1. For invoicing, through the Neighborly Software System, AMI will include documentation showing proof of completion of work in accordance with the amount requested, inspected, and accepted by HCD.
2. HCD will monitor the progress of the project and AMI's performance on a weekly bi-weekly basis with regards to the production design plans.
3. Upon the completion of this Agreement, any unused or residual funds remaining shall revert to Augusta and shall be due and payable on such date of the termination and shall be paid no later than thirty **(30) days** thereafter.
4. This Agreement is based upon the availability of funding under the Laney Walker/Bethlehem Revitalization Project. Should funds no longer be available, it is agreed to by both parties that this contract shall be terminate.

**B. Project Financing**

HCD will provide an amount not to exceed the actual architecture/engineering design costs related to site density PUD revisions for workforce housing located at **1102 Laney Walker Boulevard**

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

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

AMI shall be permitted to commence with the expenditure of Bond funds as outlined in said Agreement upon procurement of an architectural/engineering AMI in accordance with its policies and procedures; and approval of a detailed outline of project expenditures anticipated for the completion of the project within 60 days of said property identified as **1102 Laney Walker Boulevard**

**ARTICLE III. GENERAL CONDITIONS**

**A. General Compliance**

AMI agree(s) to comply with all Federal, state and local laws, regulations, and policies governing the funds provided under this contract. AMI further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

**B. Independent Architect and/or Engineer**

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

**C. Hold Harmless**

To the fullest extent permitted by laws, statutes, rules and regulations, AMI shall indemnify and hold harmless the Augusta, GA, Officers, Directors, and Employees of each and any of them from and against costs, damages, losses, and expenses, including but not limited to reasonable attorneys as awarded by a Court with Jurisdiction due to liability arising out of the services of the Architect-Engineer arising out of or resulting from performance of the work, but only to the extent caused by negligent, willful and wanton acts or omissions of the Architect and/or Engineer, its Officers, Directors, Employees, and anyone directly, or indirectly employed by them or anyone for whose acts they are liable, regardless of whether or not such claim, cost, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce

other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

AMI agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its Officers, Directors, and Employees (collectively, Client) against damages, liabilities, and costs arising from the negligent acts of AMI in the performance of professional services under this Agreement to the extent that AMI is responsible for such damages or liabilities on a comparative fault basis between AMI and the Client. AMI shall not be obligated to indemnify the Client for the Client's own negligence or for the negligence of others.

**D. Insurance & Bonding**

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

- a. Workmen's Compensation Insurance – in accordance with the laws of the State of Georgia.
- b. Public Liability Insurance – in an amount of not less than One Million (\$1,000,000) Dollars for injuries, including those resulting in death to any one person, and in an amount of not less than One Million (\$1,000,000) Dollars on account of any one occurrence.
- c. Property Damage Insurance – in an amount of not less than One Million (\$1,000,000) Dollars from damages on account of an occurrence, with an aggregate limit of One Million (\$1,000,000) Dollars.
- d. Valuable Papers Insurance – in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project.
- e. Professional Liability Insurance – in an amount of not less than One Million (\$1,000,000) AMI shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

**E. Augusta Recognition, Ownership, and Publication**

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

All drawings, reports, information, data, and other materials prepared by AMI pursuant to this agreement, or future agreements as amended through the issuance of an agreed upon and signed estimate, are to be the joint property of HCD and AMI, which have nonexclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information relating thereto, in relation to the Laney-Walker/Bethlehem Neighborhood Redevelopment Area project. Any reuse without written verification or adaptation by either party for the specific purpose intended will be at the owner's sole risk and without liability or legal exposure to HCD or AMI. No material produced in whole or in part under this agreement may be subject to copyright or patent in the United States or in any other country without the prior written permission of HCD and AMI.

**F. Amendments**

Augusta or AMI 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 Augusta's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Augusta or AMI from its obligations under this Agreement.

Augusta 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 Augusta and AMI.

Such changes, require compliance with Article 12 of Augusta's Procurement Policy and Procedures (Contract Administration and Management)

**G. Completion of Architectural and Engineering Drawing**

It is further agreed that SHLTR Architects will complete all architectural design analysis to the addresses listed below with corresponding finalization dates and will submit to Augusta within one-week notice of the completion of each project as described below:

**ARTICLE IV. TERM OF CONTRACT**

The term of this Agreement shall commence on the date when this Agreement is executed by Augusta and AMI (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 V. DOCUMENTATION AND PAYMENT**

- A. This is a pay-for-performance contract and in no event shall Augusta provide advance funding to AMI, or any associates hereunder.
- B. AMI shall not use these funds for any purpose other than the purpose set forth in this Agreement.
- C. Subject to AMI's compliance with the provisions of this Agreement, Augusta agrees to reimburse all budgeted costs allowable under federal, state, and local guidelines.
- D. All purchases of capital equipment, goods and services shall comply with the procurement procedures of Super Circular A-110 "Uniform Administrative Requirements for Grant Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations" as well as the procurement policy of Augusta.
- E. Requests by AMI for payment shall be accompanied by proper documentation and shall be submitted to HCD, transmitted by a cover memo, for approval no later than thirty (30) calendar

days after the last date covered by the request. For purposes of this section, proper documentation includes: Updated Exhibit A.

- F. AMI shall maintain an adequate financial system and internal fiscal controls.
- G. Unexpended Funds: Unexpended funds shall be retained by Augusta. Upon written request, Augusta may consider the reallocation of unexpended funds to eligible projects proposed by AMI.
- H. The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

## **ARTICLE V. ADMINISTRATIVE REQUIREMENTS**

### Conflict of Interest

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

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

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

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

## **ARTICLE VI. OTHER REQUIREMENTS**

- A. AMI agrees that it will conduct and administer activities in conformity with Pub. L. 88-352, "Title VI of the Civil Rights Act of 1964", and with Pub. L. 90-284 "Fair Housing Act" and that it will affirmatively further fair housing. One suggested activity is to use the fair housing symbol and language in AMI's publications and/or advertisements. (24 CFR 570.601).
- B. AMI agrees to comply with 24CFR Part I, which provides that no person shall be excluded from participation in this project on the grounds of race, color, national origin, or sex; or be subject to discrimination under any program or activity funded in whole or in part with federal funds made available pursuant to the Act.
- C. No person employed in the work covered by this contract shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be

instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer. (24 CFR 570.603)

- D. AMI agrees that in accordance with the National Environmental Policy Act of 1969 and 24 CFR Part 58, it will cooperate with Augusta/HCD in complying with the Act and regulations, and that no activities will be undertaken until notified by Augusta/HCD that the activity is in compliance with the Act and regulations. Prior to beginning any project development activity, an environmental review must be conducted by HCD pursuant to (24 CFR 570.604).
- E. Consistent with the Flood Disaster Protection Act of 1973 (42 USC 4001-4128), AMI agrees that funds shall not be expended for acquisition or construction in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards (representing the 100-year floodplain). Exceptions will be made if the community is participating in the National Flood Insurance Program or less than a year has passed since FEMA notification and flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973.
- F. AMI agrees to take all reasonable steps to minimize displacement of persons as a result of assisted activities. Any such activities will be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and the Housing and Community Development Act of 1974 (24 CFR 570.606).
- G. AMI agrees to comply with Executive Order 11246 and 12086 and the regulations issued pursuant thereto (41 CFR 60) which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin. AMI will in all solicitations or advertisements for employees placed state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or familial status.
- H. AMI will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or familial status. AMI will take appropriate action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex, national origin or familial status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; lay-off or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. AMI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause

- I. In accordance with Section 570.608 of the CDBG Regulations, AMI 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.
- J. AMI agrees to comply with 24 CFR 570.609 with regards to the direct or indirect use of any AMI 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 AMI has been approved and reinstated by HCD.
- K. In accordance with 24 CFR part 24, subpart F, AMI agrees to administer a policy to provide a drug-free workplace that is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries as required by the Drug Free Workplace Act of 1988.
- L. Any publicity generated by AMI for the project funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of Augusta, Georgia in making the project possible. The words "Augusta Georgia Housing and Community Development Department" will be explicitly stated in any and all pieces of publicity; including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- M. AMI 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. AMI agrees to obtain all necessary permits for intended improvements or activities.
- N. AMI shall not assign any interest in this contract or transfer any interest in the same without the prior written approval of Augusta.
- O. AMI shall comply with the Davis Bacon Act 1931.
- P. AMI agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Augusta setting forth the provisions of this nondiscrimination clause. Except as prohibited by law or the March 14, 2007 Court Order in the case Thompson Wrecking, Inc. v. Augusta, Georgia, Civil Action No. 1:07-CV-019 (S.D. GA 2007). **ANY LANGUAGE THAT VIOLATES THIS COURT ORDER IS VOIDABLE BY THE AUGUSTA GOVERNMENT.** AMI agrees to comply with any federally mandated requirements as to minority and women owned- business enterprises.
- Q. All Architect and/or Engineers and sub-Architect and/or Engineers entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All Architect and/or Engineers and sub-Architect and/or Engineers must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines

established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All Architect and/or Engineers shall further agree that, should it employ or contract with any associates in connection with the physical performance of services pursuant to its contract with Augusta, Georgia AMI will secure from such sub-Architect and/or Engineers each sub-Architect and/or Engineer's E-Verify number as evidence of verification of compliance with O.C.G.A §13-10-91 on the associates affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All Architect and/or Engineers shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the sub-Architect and/or Engineers are retained to perform such physical services.

- R. AMI agrees that low-and-moderate income persons reside within Augusta-Richmond County and that contract for work in connection with the project be awarded to eligible businesses which are located in or owned in substantial part by persons residing in Augusta-Richmond County. (24 CFR 570.697) **Utilization of Architect and/or Engineers and/or sub-Architect and/or Engineers outside of the Augusta-Richmond County area is not desirable.**
- S. AMI agrees to comply with the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against otherwise qualified individuals with handicaps under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. For purposes of the emergency shelter grants program, the term dwelling units in 24 CFR Part 8 shall include sleeping accommodations.
- T. AMI will not discriminate against any employee or applicant for employment on the basis of religion and will not give preference of persons on the basis of religion. AMI will not discriminate against any person applying for shelter on the basis of religion. AMI will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no religious influence in the provision of shelter and other eligible activities funded by this grant.
- U. Indirect costs will only be paid if AMI has indirect cost allocation plan approved by the Department of Housing and Urban Development prior to the execution of this Contract.
- V. HCD shall not approve any travel or travel related expenses to AMI with funds provided under this contract.
- W. AMI represents and warrants that it and its design team are not debarred, suspended, or placed in ineligibility status under the provisions of Article 8 of Augusta's Procurement Policy and Procedures (Suspension or Debarment of Bidder or Proposer Policy) and the 24 CFR 570.609 (government debarment and suspension regulations).
- X. Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). AMI shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically

provide for variations of or exemptions from the requirements thereof. As well as the requirements of Article 3, Section 1-10-28 of Augusta's Policy and Procedures (Authority and responsibility of procurement director).

- Y. AMI certifies, to the best of their knowledge and belief that:  
No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- Z. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions

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

**ARTICLE VII. SUSPENSION AND TERMINATION**

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

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

#### **ARTICLE VIII. NOTICES**

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

Augusta will receive all notices at the address indicated below:

Office of the Administrator  
ATTN: Garnett L. Johnson, Mayor  
Municipal Building  
535 Telfair Street, Suite 200  
Augusta, Georgia 30901

With copies to:

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

and

Antioch Ministries, Inc. (AMI)  
ATTN: Scylance B. Scott Jr.  
1378 Laney Walker Boulevard  
Augusta, GA 30901

#### **ARTICLE IX. INDEMNIFICATION**

AMI will at all times hereafter indemnify and hold harmless Augusta, its officers, and employees, against any and all claims, losses, liabilities, or damages, including reasonable attorney fees if awarded by a Court with proper jurisdiction due to legal liabilities of AMI, resulting from injuries or damages sustained by any person or persons, corporation or property, to the extent caused by the negligent performance of AMI under this Agreement. By execution of this Agreement, AMI specifically consents to jurisdiction and venue in the Superior Court of Richmond County, Georgia and waives any right to contest jurisdiction or venue in said Court.

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

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

## **ARTICLE X. PRIOR AND FUTURE AGREEMENTS**

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

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

## **ARTICLE XI. LEGAL PROVISIONS DEEMED INCLUDED**

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

## **ARTICLE XII. DISCLAIMER**

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

## **ARTICLE XIII. COUNTERPARTS**

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

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

Approved as to Form By (please initial here):

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

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

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

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

By: \_\_\_\_\_  
**Takiyah A. Douse**, as its Interim Administrator

By: \_\_\_\_\_  
**Hawthorne Welcher, Jr.**, as its Director

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

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

Affix Seal Here:

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

**Lena Bonner**, as its Clerk of Commission

By: \_\_\_\_\_  
**Scylance B. Scott Jr.**, as its Executive  
Director/COO  
**Antioch Ministries, Inc. (AMI)**

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

**APPENDIX 1**  
**Statutes: (Available on Request)**

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

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

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

40 USC 276 Davis-Bacon Act

40 USC 327 Contract Work Hours and Safety Standard Act

Lead Based Paint Poisoning Prevention Act

Augusta-Richmond County Procurement Policy

**APPENDIX 2**  
**ARCHITECTURAL AND/OR ENGINEER REQUIREMENTS**

1. All construction projects shall comply with Federal, State, and local codes and ordinances, including, but not limited to, the following:
  - A. All work shall be in compliance with the International Building Code current edition of National Electric Code, International Plumbing and Mechanical Code, and ADA 2010 Guidelines.
  - B. Georgia Energy Code International Energy Conservation Code (IECC-2015).
  - C. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596.
  - D. Part 1910 – Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 202, October 18, 1972).
  - I. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations (Federal Register, Volume 37, Number 243, December 16, 1972).
  - J. Section 106 of the National Historic Preservation Act (16 U.S.C. 470f).
2. Rehabilitation Standards. All rehabilitation work will comply with the "Uniform Physical Condition Standards for HUD Housing." Workmanship and material standards will comply with the Augusta-Richmond County Housing & Community Development Department Architect and/or Engineers Manual and Performance Standards. A copy of this manual is provided to every AMI when included on the HCD Approved Architect and/or Engineers List. A copy is enclosed for inclusion.
3. Inspections. All projects will be inspected and approved by an HCD Construction and Rehabilitation Inspector or HCD's agent prior to release of the funds for that project.
4. It is recognized that the Client has certain obligations under local, state, and federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes, and regulations governing construction. Consequently, AMI will be unable to make recommendations or professional determinations that will ensure compliance with the federal accessibility laws and regulations, and AMI shall, accordingly, not have any liability to the Client in connection with same. AMI strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws.
5. The Client acknowledges that it has been advised by AMI to retain a AMI (Accessibility AMI) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues").
6. If Client fails to retain an Accessibility AMI, the Client agrees to release, defend, indemnify, and hold harmless AMI, its officers, directors, employees, and associates (collectively, AMI) from any claim, damages, liabilities, or costs arising out of or in any way connected with Accessibility Issues.

7. AMI shall exercise usual and customer professional care in its effort to comply with applicable laws, codes, and regulations in effect as of the date \_\_\_\_\_. Design changes made necessary by newly enacted laws, codes, and regulations after this date shall entitle AMI to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
8. In the event of a conflict between laws, codes, and regulations of various environmental entities having jurisdiction over this Project, AMI shall notify the Client of the nature and impact of such conflict.

**APPENDIX 3**  
**SHLTR ACKNOWLEDGEMENT**

SHLTR acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Board of Commissioner and approval of the Mayor. Under Georgia law, SHLTR is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Architect and/or Engineer'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 SHLTR may be precluded from recovering payment for such unauthorized goods or services. Accordingly, SHLTR agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if SHLTR provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by SHLTR. SHLTR 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.

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**Tara Hile, Owner**  
**SHLTR Architects**