

## A-32: SAMPLE CONTRACT FOR PROFESSIONAL SERVICES

[name] [government]

### **LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT (LCDBG) PROGRAM ADMINISTRATIVE SERVICES**

#### PART I -- AGREEMENT

This Agreement for professional services is by and between the (City/(City/Parish)) State of Louisiana (hereinafter called the "City/(City/Parish)"), acting herein by [name], (CITY/PARISH) [government] PRESIDENT, hereunto duly authorized, and [name consultant firm], a [type of business partnership, corporation] organized under the laws of the State of Louisiana (hereinafter called the "CONSULTANT"), acting herein by [name], Chief Executive Officer, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the (City/Parish) has received funding under the Louisiana Community Development Block Grant (LCDBG) Programs pursuant to Title I of the Housing and Community Development Act of 1974, as amended; and,

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

NOW, THEREFORE, the parties do mutually agree as follows:

1) Employment of CONSULTANT

The (City/Parish) hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2) Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the services listed in Part III Scope of Services and Payment Schedule. Services in each of the work areas shall be performed under and at the direction of the chief elected official or their designated representative.

3) Time of Performance

The services of the CONSULTANT 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. The CONSULTANT must take whatever steps are necessary to assure that the (City/Parish's) contract conditions are cleared within five months of the date of the (City/Parish's) "Authorization to Incur Costs" letter. If at the end of the five-month calendar period, all contract conditions (with the exception of the preparation of engineering/architectural plans and specifications) are not cleared, \$250 per working day will be deducted from the amount of administrative funds contracted to the CONSULTANT. **[insert extension clause as needed]** All of the services required and performed hereunder shall not be completed until the (City/Parish) has received notification of final close out from the OCD.

4) 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 CONSULTANT by the (City/Parish). No charge will be made to the CONSULTANT for such information, and the

(City/Parish) will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

5) Compensation and Method of Payment

Payment under this contract is contingent upon the (City/Parish) receiving approval from the state for funds under the *FY 20xx/20xx* LCDBG program. CONSULTANT shall only be paid for services rendered under this agreement from funds allowed by the OCD for administrative costs under the provisions of the grant awarded to the (City/Parish). Payment will be made only on approval of the (City/Parish).

CONSULTANT will not be entitled to any LCDBG reimbursement for pre-agreement costs and program administration either from the (City/Parish) or the state, if the (City/Parish) does not receive a grant award and an authorization to incur costs from the state's Office of Community Development. If the grant is awarded, reasonable pre-agreement costs as well as program administration costs will be allowed under the LCDBG Program. Upon the (City/Parish's) receipt of an award of a grant and an authorization to incur costs letter from the state's Office of Community Development.

The total amount of reimbursable costs to be paid CONSULTANT under this contract for program administration shall not exceed [*dollar amount*] Dollars (\$00,000). This amount is considered to be the Cost Ceiling of this contract. CONSULTANT may not incur any costs in excess of this amount (except at its own risk) without the approval of the (City/Parish). CONSULTANT will only be paid for the time and effort needed to complete the actual scope of services required for this program; which may be less than the Cost Ceiling.

The (City/Parish) shall retain 10 percent of CONSULTANT's overall program administrative fees until the (City/Parish) receives a letter of conditional close out from the state, whereupon this retainage shall be paid to CONSULTANT. CONSULTANT will be compensated for travel in accordance with the state's Policy and Procedures Memorandum Number 49.

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

Lump Sum Price

For definable work product(s) or deliverable(s) whose value can be expressed as a single price inclusive of all production costs [labor, materials and purchased service costs, allowable overhead and profit]. CONSULTANT agrees to bear all the risks in producing the work product or deliverable at the agreed upon price. Because of the presumed certainty of contract task or item performance that qualifies a contract task or item as a Lump Sum price no adjustments to contract price will be permitted under this contract. For fixed price contracts no change in quantities for any Lump Sum task(s) or item(s) under this contract will be permitted. Payment of total contract price will be made upon satisfactory performance, delivery and final acceptance of contract task(s) or item(s).

Unit Price

For definable work products or deliverables whose value can be expressed as a single price inclusive of all production costs [labor, materials and purchased service costs, allowable overhead and profit] for contract tasks or items and will be needed in two more iterations at the same agreed upon price. CONSULTANT agrees to bear all the risks and cost variance in producing or performing the contract tasks or items at the agreed upon price per unit and for the quantities specified. For fixed price contracts, no change in quantities will be permitted under this contract. For cost reimbursement contracts changes in the estimated quantities needed will be made at the specified unit price. Unless changes to the Cost Ceiling are made in accordance with PART II -- TERMS AND CONDITIONS item "C Changes" increases in unit quantities will

only be permitted if changes can be made within the Cost Ceiling of this contract. Any decreases in quantities will reduce the Cost Ceiling accordingly.

Billable Hours

For work efforts that are composed of preponderantly personnel compensation costs with a minimum of outside purchases of materials and services needed to produce a work product or provide a service; CONSULTANT will be reimbursed for applied work efforts at the agreed upon billable hourly rate(s) inclusive of direct labor compensation, overhead, general and administrative expenses, and profit [fully burdened] by job title.

Reimbursable Costs

For work efforts that require significant outside purchases of materials, services or from subcontractors in addition to CONSULTANT's personnel compensation costs needed to produce a work product or service. CONSULTANT's personnel compensation costs will be reimbursed for applied work efforts at the agreed upon hourly rate(s) by job title. CONSULTANT's itemized outside purchases of materials and services will be reimbursed at invoice cost identifying items by quantities and/or cost per unit.

6) Ownership Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the (City/Parish). The CONSULTANT may retain reproducible copies of drawings and other documents.

7) Professional Liability

The CONSULTANT shall be responsible for the use of reasonable skills and care benefiting the profession in the preparation of the application and in the implementation of the CDBG Program.

8) Indemnification

The CONSULTANT shall comply with the requirements of all applicable laws, rules and regulations in connection with the services of the CONSULTANT, and shall exonerate, indemnify, and hold harmless the (City/Parish), its officers, agents, and all employees from and against them, and local taxes or contributions imposed or required under the Social Security, Workers' Compensation, and Income Tax Laws. Further, the CONSULTANT shall exonerate, indemnify, and hold harmless the (City/Parish) with respect to any damages, expenses, or claims arising from or in connection with any of the work performed or to be performed under this contract by the CONSULTANT. This shall not be construed as a limitation of the CONSULTANT's liability under this Agreement or as otherwise provided by law.

9) Terms and Conditions

This Agreement is subject to the provisions titled, "Part II, Terms and Conditions" and "Part III Payment Schedule", consisting of eight pages, attached hereto and incorporated by reference herein.

10) Address of Notices and Communications

<u>XXXXX</u>	<u>XXXXXXXX</u>
<u>President</u>	<u>Chief Executive Officer; Consultant firm</u>
<u>(City/Parish) Government</u>	<u>P. O. Box</u>
<u>[place] Louisiana 70000</u>	<u>[place] Louisiana 70000</u>

11) Captions

Each paragraph of this Contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation or application.

12) Authorization

This Agreement is authorized by the (City/Parish) government, Resolution [number] adopted [date], copies of which are attached hereto and made a part hereof.

ATTEST:

\_\_\_\_\_(City/Parish) government

\_\_\_\_\_

By: \_\_\_\_\_  
[name], (City/Parish) [government] [CEO]

\_\_\_\_\_

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

Consultant firm

\_\_\_\_\_

By: \_\_\_\_\_ (Consultant)  
[name], Chief Executive Officer

\_\_\_\_\_

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

Optional Clauses

“EXTENSION” Clause from page 1

At the sole discretion of the (City/Parish), the term of this contract may be extended for a period not exceeding\_\_\_\_days. The extension may only be granted to complete the Scope of Work requested in the original solicitation and as agreed to in this contract. The (City/Parish) will issue a preliminary notice to the CONSULTANT prior to the expiration date of this contract. The preliminary notice does not commit the (City/Parish) to an extension.

## PART II -- TERMS AND CONDITIONS

### A. TERMINATION OF CONTRACT FOR CAUSE.

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the (City/Parish) shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT under this Contract shall, at the option of the (City/Parish), become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the (City/Parish) for damages sustained by the (City/Parish) by virtue of any breach of the Contract by the CONSULTANT, and the (City/Parish) may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the (City/Parish) from the CONSULTANT is determined.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the OCD. CONSULTANT will not be entitled to any reimbursement for program administration either from the (City/Parish) or the OCD

### B. TERMINATION FOR CONVENIENCE OF THE (CITY/PARISH)

The (City/Parish) may terminate this contract at any time by giving at least 10 days notice in writing to the CONSULTANT. If the Contract is terminated by the (City/Parish) as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, paragraph 1 hereof relative to termination shall apply.

This contract for overall program administration will be automatically terminated if the application(s) is not funded by the OCD. CONSULTANT will not be entitled to any reimbursement for program administration either from the (City/Parish) or the OCD.

### C. CHANGES

Such changes which are mutually agreed upon by and between the (City/Parish) and the CONSULTANT, shall be incorporated in written amendments to this Contract. No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

### D. PERSONNEL

- a) The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the (City/Parish).
- b) All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

- c) None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the (City/Parish) . Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

E. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the (City/Parish) thereto. Provided, however, that claims for money by the CONSULTANT from the (City/Parish) under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the (City/Parish).

F. REPORTS AND INFORMATION

The CONSULTANT, at such times and in such forms as the (City/Parish) may require, shall furnish the (City/Parish) such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

G. RECORDS AND AUDITS

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the (City/Parish) to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit or other financial reporting purposes to the (City/Parish) or any authorized representative, and will be retained for four years after the OCD has officially closed-out the CDBG Program unless permission to destroy them is granted by the (City/Parish).

H. FINDINGS CONFIDENTIAL

All of the reports, information, data, et cetera, prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the (City/Parish).

I. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to CONSULTANT for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the (City/Parish) and all such rights shall belong to the (City/Parish), and the (City/Parish) shall be sole and exclusive entity who may exercise such rights.

J. COMPLIANCE WITH LOCAL LAWS

The CONSULTANT shall comply with all applicable laws, ordinances and codes of the state and local government, and the CONSULTANT shall hold the (City/Parish) harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

K. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or handicap. The CONSULTANT will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, sex, color, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms or compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the (City/Parish) setting forth the provisions of this non-discrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT; state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, or handicap.
- c) The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- d) The CONSULTANT will comply with all provisions of Presidential Executive Order 11246 (Executive Order 11246) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e) The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the (City/Parish) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f) In the event of the CONSULTANT's non-compliance with the equal opportunity clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the (City/Parish) may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the (City/Parish), the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

L. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

The full and complete amounts under this contract are less than the dollar thresholds for contract coverage as specified in 24 CFR 135.3(a)(3)(ii)(B) *Contractor and subcontractor thresholds*. The work to be



performed under this contract will not be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

M. INTEREST OF MEMBERS OF THE (CITY/PARISH)

No member of the governing body of the (City/Parish) and no other officer, employee, or agent of the (City/Parish) who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

N. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.

O. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.

P. ACCESS TO RECORDS

The OCD grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract for the purpose of audits, examinations, and making excerpts and transcriptions.

All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of 4 years from the official date of close out of the grant by the OCD.

Q. CONTRACT EXPENDITURES NOT PERMITTED

The total sum of this contract, including any amendments, shall not exceed the amount of \$100,000. No expenditures for services under this contract shall be made for any type of construction or repair work, or for the employment of any mechanics or laborers, or for the purchase of any recoverable materials, or for the performance of any experimental, developmental, or research work as these terms and events are provided for in 2 CFR Part 200, Appendix II.

R. APPLICABLE LAW

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, (City/Parish) of East Baton Rouge, State of Louisiana.

S. CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

T. SEVERABILITY

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

#### U. COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### V. ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

#### A. W. DEBARMENT, SUSPENSION, AND INELIGIBILITY (APPENDIX II PART 200)

The CONSULTANT represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations). The CONSULTANT shall not enter into any subcontract with any sub-contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of Louisiana.

#### X. INSURANCE

CONSULTANT agree to carry and at all times keep in force adequate Commercial General, Automobile and Professional Liability insurance.

#### Y. PROCUREMENT OF RECOVERED MATERIALS

CONSULTANT does not anticipate purchasing and products or items listed in 40 CFR Part 247 Subpart B with funds provided by this contract.

## PART III – SCOPE OF SERVICES

Below are the different scopes of services that are applicable to the LCDBG program. Not all the services listed below will be applicable to every program. Options for wording the billing procedure [lump sum or unit price, billable hours] are included for each service.

### **General Program Administrative Tasks**

Establish project files in the local governing body's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the community's files. With the assistance of the community, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.

CONSULTANT shall complete an application for the FY20xx LCDBG Public facilities program. Performance of this task exclusive of the CDBG National Objective requirements; [will require and estimated \_\_\_ man hours at a reimbursement rate of \$ \_\_\_ for a total billable hour payment of \$ \_\_\_] [be paid a total lump sum price of \$ \_].

The CDBG National Objective requirements [24 CFR 570.483] Performance of this task will include conducting household surveys; [requiring an estimated \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_]. [will be paid a total lump sum price of \$ \_]

CONSULTANT shall review the existing statement of previous actions taken for compliance with Section 504(24 CFR Part 8) and make any updates accordingly; [requiring \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_.] [and will be paid a total lump sum price of \$ \_]

CONSULTANT shall complete a Section 504 self-evaluation in accordance with the requirements of 24 CFR 8.51; [requiring \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_.] [and will be paid a total lump sum price of \$ \_\_\_]

CONSULTANT shall complete a Section 504 transition plan and/or develop alternative policies in accordance with the requirements of 24 CFR Part 8; [requiring \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_.] [and will be paid a total lump sum price of \$ \_]

CONSULTANT shall conduct one Fair Housing activity in accordance with the requirements of 24 CFR Part 100; [requiring an estimated \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_.] [and will be paid a total lump sum price of \$ \_]

CONSULTANT shall provide assistance and advice for any Fair housing complaints connecting with the administration of this program; [requiring an estimated \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_.]

CONSULTANT shall collect, maintain and report Title VI beneficiary information; [requiring an estimated \_\_\_ man hours to perform this task at a reimbursement rate of \$ \_ per hour for an estimated total billable hours payment of \$ \_.]

CONSULTANT shall complete a 4 part Limited English Proficiency analysis in accordance with the requirements of E.O. 13166; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT shall develop Limited English Proficiency access plan; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

### **Environmental Review**

CONSULTANT will prepare a Finding of Exemption in accordance with the requirements of 24 CFR 58.34; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT will prepare a statement of Categorical Exclusion in accordance the requirements of 24 CFR 58.35; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT will provide a single completed Environmental Assessment in accordance with the requirements of 24 CFR Part 58 Subpart E. CONSULTANT shall be responsible for meeting the public comment requirements including initiating any responses for public comments; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT will prepare a Finding of No Significant Impact and Notice of Intent to Request Release of Funds according to the standards of HUD and publicized and distributed according to HUD's requirements; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

### **Financial Management**

Ensure that the (City/Parish) has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to: a chart of accounts, a system of internal controls, cash receipts and disbursements journal and accompanying ledgers, financial statements and should conform to generally accepted principles of municipal accounting and otherwise complies with the requirements of 24 CFR 470.489(d), CFR 570.506(h) and 2 CFR 200 Subpart D Financial Management and Subpart F Audits.

CONSULTANT shall review all the components of the (City/Parish)'s financial management system and make appropriate recommendations for compliance; [requiring an estimated \_\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour [ for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT shall prepare Requests for Payments including compiling source documents and reviewing for cost allowability; [requiring an estimated \_\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_per hour for payment at a unit price of \$\_\_\_per iteration] [for

payment at billable hourly rate of \$\_\_for actual hours worked] Total estimated iterations required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

CONSULTANT shall record receipts and disbursements of funds; [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_per hour for payment at a unit price of \$\_\_\_per iteration] [for payment at billable hourly rate of \$\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

CONSULTANT shall post the general ledger and prepare monthly financial statements as a Capital Project or Special Revenue fund; [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_per hour for payment at a unit price of \$\_\_\_per iteration] [for payment at billable hourly rate of \$\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

CONSULTANT shall reconcile the GRANTEE's LCDBG program bank statements monthly; [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_per hour for payment at a unit price of \$\_\_\_per iteration] [for payment at billable hourly rate of \$\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

CONSULTANT shall provide assistance and documents to GRANTEE for the preparation of the (City/Parish)'s audit(s) and satisfactory compliance with the Single Audit requirements of 2 CFR 200.508-.512 as applicable; [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_per hour for payment at a unit price of \$\_\_\_per iteration] [for payment at billable hourly rate of \$\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

### **Real Property Acquisition**

CONSULTANT shall provide documentation of the (City/Parish)'s property ownership of existing facilities being assisted with Grant funds; [requiring an estimated \_man hours to perform this task at a reimbursement rate of \$\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT will provide assistance in conducting voluntary acquisition for this project; [requiring an estimated \_man hours to perform this task at a reimbursement rate of \$\_per hour for an estimated total billable hours payment of \$\_.]

CONSULTANT will provide assistance in conducting purchasing parcel(s) for this project; [requiring an estimated \_man hours to perform this task at a reimbursement rate of \$\_per hour for an estimated total billable hours payment of \$\_.]

### **Procurement**

CONSULTANT shall review the existing Procurement Policy (2 CFR 200.318(a)) and make any updates accordingly; [requiring an estimated \_man hours to perform this task at a reimbursement rate of \$\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$\_.]

CONSULTANT shall assist (City/Parish) in analyzing Grant related purchase requirements for this project and recommend the appropriate procurement method and contract type in conformance with the requirements of 2 CFR 200.317-.326; [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_per hour for payment at a unit price of \$\_\_\_per

iteration. [for payment at billable hourly rate of \$\_\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

CONSULTANT shall assist (City/Parish) in developing the appropriate solicitation(s) for Grant related purchase requirements; [requiring an estimated\_\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_\_per hour for payment at a unit price of \$\_\_\_per iteration. [for payment at billable hourly rate of \$\_\_\_for actual hours worked] Total estimated units required for this project are \_\_\_; for a total estimated payment of \$\_\_\_.

### **Labor and Public Improvements**

CONSULTANT will obtain the appropriate wage decision according to the construction type, geographic area and applicable time period including the most current modification(s). CONSULTANT shall insure appropriate wage decision is included in bid documents and specifications. CONSULTANT will prepare a HUD Project Wage Rate sheet and update as needed;[requiring an estimated\_man hours to perform this task at a reimbursement rate of \$\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$.]

CONSULTANT shall obtain any additional classification and/or wage rates in accordance with the requirements of 29 CFR 5.5 and any guidance or directives from the HUD Office of Labor Relations and the State Office of Community Development; [requiring an estimated\_\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_\_per hour for payment at a unit price of \$\_\_\_per iteration. [for payment at billable hourly rate of \$\_\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$000.00.

CONSULTANT will review each Optional Form WH-347 or equivalent information provided by the contractor throughout the construction period to insure all the data and information required by 29 CFR 5.5 to include employee information, work classification, rate of pay, gross wages earned, deductions, net pay is complete and accurate. CONSULTANT will insure a complete and authorized “Statement of Compliance” for each payroll is included. CONSULTANT shall insure contractor makes appropriate corrections to payroll documents; [requiring an estimated\_\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_\_per hour for payment at a unit price of \$\_\_\_per iteration. [for payment at billable hourly rate of \$\_\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$000.00.

CONSULTANT shall conduct on-site employee interviews for at least each classification and compare the results with the appropriate payrolls and wage decision. CONSULTANT shall resolve any discrepancies found through the interviews. CONSULTANT shall record the results of each interview on the HUD form 11 “Record of Employee Interview” and resolve any discrepancies; [requiring an estimated\_\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_per hour for payment at a unit price of \$\_\_\_per iteration. [for payment at billable hourly rate of \$\_\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_\_\_.

CONSULTANT shall initiate actions required for any wage restitution actions including notifications, computations and certified payroll corrections; [requiring an estimated\_\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_\_per hour for payment at a unit price of \$\_\_\_per iteration. [for payment at billable hourly rate of \$\_\_\_for actual hours worked] Total estimated units required for this project are\_\_\_; for a total estimated payment of \$\_.

CONSULTANT shall prepare a Labor Standards Enforcement Report if applicable; [requiring an estimated\_man hours to perform this task at a reimbursement rate of \$\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$.]

CONSULTANT shall prepare a Final Wage Compliance Report; [requiring an estimated\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$.]

### **National Objective Compliance**

CONSULTANT shall maintain records establishing the boundaries of the service area assisted with LCDBG funds and be able to demonstrate the eligibility of the project by income characteristics of families and unrelated individuals in the service area. [requiring an estimated\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for an estimated total billable hours payment of \$\_.] [and will be paid a total lump sum price of \$.]

CONSULTANT shall collect information from applicants in the designated service area to permit eligibility determinations for rehabilitation assistance. [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_per hour for payment at a unit price of \$\_\_per iteration. [for payment at billable hourly rate of \$\_\_for actual hours worked]

CONSULTANT shall assist the Grantee in making eligibility determinations for rehabilitation assistance. [requiring an estimated\_\_man hours to perform each iteration of this task at a reimbursement rate of \$\_\_per hour for payment at a unit price of \$\_\_per iteration. [for payment at billable hourly rate of \$\_\_for actual hours worked]

### **Monitoring and Closeout**

CONSULTANT shall assist the Grantee during onsite monitoring visits by OCD. [for payment at billable hourly rate of \$\_\_ for actual hours worked]

CONSULTANT shall provide the Grantee any written responses required from the onsite monitoring visits by OCD. [for payment at billable hourly rate of \$\_\_for actual hours worked]

CONSULTANT shall prepare Closeout report for the Grantee. [requiring an estimated\_\_man hours to perform this task at a reimbursement rate of \$\_\_per hour for payment at a unit price of \$\_\_per iteration. [for payment at billable hourly rate of \$\_\_for actual hours worked]

At the sole discretion of the (City/Parish), the term of this contract may be extended for a period not exceeding\_\_days. The extension may only be granted to complete the Scope of Work requested in the original solicitation and as agreed to in this contract. The (City/Parish) will issue a preliminary notice to the CONTRACTOR prior to the expiration date of this contract. The preliminary notice does not commit the (City/Parish) to an extension.