

**APPLICATION PREPARATION & ADMINISTRATIVE  
CONSULTING SERVICES AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PUBLIC FACILITIES PROJECT**

**THIS AGREEMENT** is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between Sample, Hicks and Associates, Inc., herein called the "Consultant", and the City of Laurel, Mississippi, herein called the "City".

**WITNESSETH THAT:**

**WHEREAS**, the State of Mississippi has approved the City's application for Community Development Block Grant (Project No. 1134-18-228-PF-01) funds under Title I of the Housing and Community Development Act of 1974 as amended; and

**WHEREAS**, the City needs management and administrative assistance in executing this Community Development Block Grant Program, Project No. 1134-18-228-PF-01; and

**WHEREAS**, the City desires to engage the Consultant to render certain technical and professional services hereinafter described in connection with the Community Development Block Grant Program, and the Consultant desires to provide said services.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**A. EMPLOYMENT OF CONSULTANT**

The City hereby agrees to employ the Consultant, and the Consultant hereby agrees to perform services set forth hereinafter in connection with the City's Community Development Block Grant Program which is to be financed in part by grant funds from HUD under Title I of the Housing and Community Development Act of 1974 as amended.

**B. SCOPE OF SERVICES**

The Consultant shall do, perform, and carry out in a satisfactory and proper manner such work as the City determines is necessary under this program. Specific job tasks that the Consultant will assist the City in performing include, but are not necessarily limited to the following:

*1. General Services*

- a. Establish a filing system to keep the necessary records:
  - (1) Citizen Participation
  - (2) Environmental
  - (3) Labor Standards
  - (4) Acquisition
  - (5) Relocation
  - (6) Financial Management
  - (7) Other Resources
  - (8) Equal Opportunity
  - (9) General Correspondence

- b. Responsible for overall coordination of project activities.
- c. Attend state monitoring visits, meetings, etc.
- d. Establish and maintain financial records including monthly worksheets.
- e. Preparation of the necessary forms to request funds from the State Treasury.
- f. Responsible for insuring adoption of required resolutions in accordance with grant agreement.
- g. Work with local government to obtain necessary right-of-ways and easements in compliance with the applicable acquisition requirements.

2. *Labor Standards Administration and Enforcement*

- a. Serve as Labor Standards Officer to insure compliance with all applicable labor standard requirements.
- b. Request Wage Rate Determination in accordance with the Davis-Bacon Act.
- c. Ensure the inclusion of all construction documents and bid specifications, the applicable wage decisions and labor standard provisions.
- d. Verify with the State Office the current eligibility status of all contractors and subcontractors to be used on any Title I funded construction prior to award of contract.
- e. Documentation of contractor and subcontractor certification in accordance with HUD Handbook (6500.3) paragraph 5(b).
- f. Assist Engineer in conducting the Preconstruction Conference for each construction contract under the Community Development Program to appraise contractors and subcontractors of their responsibilities and obligations regarding the labor standard provisions obtained in the contract documents.
- g. Prepare a Preconstruction Conference Report for each conference held in accordance with the labor handbook.
- h. Examination of "Weekly Payroll Forms" from contractors and subcontractors to insure that these forms meet all necessary requirements as stated in the labor handbook.
- i. Conduct employee interviews to insure that there are no violations and discrepancies in the existing wage rate and labor classifications.

- j. Notify the state office of the start of construction of each construction contract in accordance with labor standards.
- k. File Labor Standards Enforcement Report to State Office as requested.

3. *Environmental Assessment*

- a. Preparation of the Environmental Review Record for each project activity:
  - (1) Description of the project.
  - (2) Documentation showing that each step in the Environmental Review Record has been performed.
  - (3) Identification of the Environmental Impacts (beneficial or adverse)
  - (4) Documentation of any modification of project due to an adverse environmental impact.
  - (5) Determination of Level of Clearance Finding.
- b. Preparation of Cultural Resources Survey.
- c. Preparation of Notice of Finding of No Adverse effect on the Environment and Request for Release of Funds.
- d. Preparation of Request for Release of Funds and Certification to the State of Mississippi.
- e. Submit copies of Notice of No Effect on the Environment and Request for Release of Funds to interested agencies.

4. *Close-out Project*

- a. Preparation of close-out report as required by state.
- b. Assist the City in the selection of auditor, if applicable.

The Consultant shall be available at all times to assist the City in performing such work in a satisfactory and proper manner as the City deems necessary under this program. Specific job tasks that we, as the Consultant, shall perform shall not be limited to the above, but would form to the specific needs of the City.

**C. DISPOSITION OF WORK MATERIALS**

All contract documents and similar work materials prepared by the Consultant in furnishing the scope of services set forth herein shall be the property of the City.

**D. TIME OF PERFORMANCE**

The services provided under this Agreement by the Consultant shall continue as long as is mutually agreeable to the parties hereto or until the project is closed out. The terms of the Agreement, specifically the "Scope of Services" and "Compensation" to the Consultant can, however, be reviewed annually and modified as is mutually agreeable to the two parties.

#### **E. TERMINATION OF AGREEMENT FOR CAUSE**

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and shall be furnished to the Consultant at least thirty (30) 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 or other materials prepared by the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

#### **F. TERMINATION FOR CONVENIENCE OF CITY**

The City may terminate this Contract at any time by giving written notice to the consultant of such termination and specifying the effective date thereof. Such written notice shall be furnished the Consultant at least thirty (30) days before the effective date of termination. In the event all finished or unfinished documents and other materials as described above shall, at the option of the City become its property. If the Contract is terminated by the City as provided herein, the Consultant shall be paid for all work completed up to the termination date.

#### **G. TERMINATION FOR CONVENIENCE OF CONSULTANT**

The Consultant may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof. Such written notice shall be furnished the City at least thirty (30) days before the effective date of termination. In the event of termination, all materials as described above shall become the property of the City. The Consultant shall be paid for all work completed up to the termination date.

#### **H. CHANGES**

The City or Consultant may, from time to time, request changes in the terms of this Agreement. Such changes, including any increase or decrease in the amount of compensation due to Consultant, shall be mutually agreed upon by the parties hereto and shall be incorporated in written amendments to this Contract.

#### **I. COMPENSATION DUE TO CONSULTANT**

As consideration for the performance of this Contract, the City agrees to pay the Consultant the following lump sum payments. Consultant's fees are in accordance with the established CDBG Program fee schedule.

Application Preparation .....	\$ 5,000.00
General Administration Duties .....	\$35,000.00
TOTAL .....	\$40,000.00

Included in this fee is the procurement of up to ten (10) easements. Any easements obtained over the ten (10) identified above will be charged at the rate of \$1,000.00 per easement.

#### **J. METHOD OF PAYMENT**

The City will pay the Consultant \$5,000.00 for Application Preparation upon the execution of the CDBG grant agreement with MDA; \$3,000.00 when environmental clearance is received; \$5,900.00 when the construction contracts are signed; \$5,900.00 when the overall project is 25% complete; \$5,900.00 when the overall project is 50% complete; \$5,900.00 when the overall project is 75% complete; \$5,900.00 when the overall project is 90% complete; and \$2,500.00 when the close-out package is accepted by the Mississippi Development Authority.

#### **K. EQUAL EMPLOYMENT OPPORTUNITY**

The Consultant will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin.

#### **L. INTEREST OF MEMBERS OF CITY AND OTHERS**

No officer, member, or employee of the City and no member of its governing body, and no other public official of the governing body, the locality or localities in which the Project is situated or being carried out who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of the project, shall participate in any decision relating to this Contract which affects his personal association in which he is, directly or indirectly, interested or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

#### **M. ASSIGNABILITY**

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or notation) without prior written consent of the City thereto; provided however, that claims for money due or to become due the Consultant from the City under this Contract 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 City.

#### **N. INTEREST OF CONSULTANT**

The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

#### **O. FINDINGS CONFIDENTIAL**

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Consultant without prior written approval of the City.

**P. OFFICIALS NOT TO BENEFIT**

No members of or delegate to the Congress of the United States of America and no Resident Commissioner shall be admitted to any share or part hereof or to any benefit to arise herefrom.

**Q. AUDITS AND INSPECTIONS**

At any time during normal business hours and as often as a duly authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States may deem necessary, there shall be made available to the authorized official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General for examination of all its records with respect to all matters covered by this Contract and will permit the official of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.

The Consultant shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of such grant funds; and any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant. Records shall be retained for three (3) years after project closeout.

The Consultant agrees that any duly authorized representative of the Mississippi Development Authority, Division of Community Development, the City, HUD, and/or the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this Grant.

IN WITNESS WHEREOF, THE CITY OF LAUREL and the CONSULTANT have executed this Agreement this the \_\_\_\_ day of \_\_\_\_\_, 2018.

CITY OF LAUREL, MISSISSIPPI

WITNESS:

\_\_\_\_\_  
CLERK

BY: \_\_\_\_\_  
MAYOR

SAMPLE, HICKS & ASSOCIATES, INC.

WITNESS:

\_\_\_\_\_

BY: \_\_\_\_\_  
JASON A. HICKS, PRESIDENT