

## CONTRACT FOR PROFESSIONAL SERVICES

This contract made this \_\_\_\_\_ Day of \_\_\_\_\_ 2020 by and between Grant Specialists of Georgia, Inc. (Hereinafter called the Grant Administrator) and the City of Madison, Georgia (Hereinafter called the Local Government).

Whereas, the Local Government intends to engage in the firm Grant Specialists of Georgia, Inc. to render certain technical and administrative services by assisting the Local Government to implement and carry out its Community HOME Investment Program, Program 2020 CHIP (Grant number 2020-107).

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

### **ARTICLE 1: Scope of Services**

The Grant Administrator shall, in satisfactory, proper and professional manner, perform the following services which include, but are not limited to the following:

- 1) Monitor contractor compliance with the provisions of the Fair Labor Standards Act.
- 2) Monitor contractor compliance with the Davis-Bacon Act.
- 3) Prepare and submit draw down request as needed.
- 4) Prepare and submit quarterly Report documentation.
- 5) Review program for non-eligible costs.
- 6) Provide Fiscal Management to comply with HUD/DCA Audit Standards and provide copies of ledgers to City Auditor.
- 7) Monitor Civil Rights Compliance.
- 8) Provide all necessary housing compliance services which include, but are not limited to:
  - a) Prepare work write-ups with cost estimates on housing units
  - b) Perform Pre-construction conferences with owner and contractor
  - c) Prepare all paperwork to be signed by homeowner and contractor in triplicate (One set for homeowner, one set for contractor, one set to be retained in individual case file.)
  - d) Perform housing inspections weekly for the life of the rehabilitation project.
  - e) Prepare all contractors release of liens and change orders, as necessary.

### **ARTICLE II: Local Government Responsibilities**

As required for correct prosecution of the work under this CONTRACT, the local government shall be responsible for the following:

- 1) Provide space at the local government, when necessary, for personnel assigned to carry out duties under this contract.
- 2) Provide space to maintain one set of necessary files pertaining to the project.
- 3) Make available to assigned personnel any documents or data which are related to the administration of this project.

### **ARTICLE III: Grant Administrator=s Responsibilities**

The Grant Administrator shall provide a designated project manager by name as the Local Government=s principal for services performed under this contract.

Indemnification: The Grant Administrator covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Grant Administrator shall bear all losses and damages directly or indirectly resulting to it on account of the performance or character of the Work rendered pursuant to this Agreement. Grant Administrator shall defend, indemnify and hold harmless the Local Government, its officers, boards, commissions, elected and appointed officials, employees, servants, volunteers and agents (hereinafter referred to as “Local Government Parties”) from and against any and all claims, injuries, suits, actions, judgments, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to, attorney’s fees and costs of defense, (hereinafter “Liabilities”) which may be the result of willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by the Grant Administrator, any subcontractor, anyone directly or indirectly employed by the Grant Administrator or subcontractor or anyone for whose acts the Grant Administrator or subcontractor may be liable, regardless of whether or not the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of the Local Government or Local Government Parties. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against the Local Government or Local Government Parties, by any employee of the Grant Administrator, any subcontractor, anyone directly or indirectly employed by the Grant Administrator or subcontractor or anyone for whose acts the Grant Administrator or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Grant Administrator or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Local Government and Local Government parties shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions that occurred during the performance of the Agreement. Grant Administrator does not indemnify the Local Government Parties for any misconduct or liability caused by any housing rehabilitation contractor that is selected by a homeowner to perform any work under the 2020 CHIP Grant.

The term of this contract will be from the date of formal award or Grant Period provided by the Georgia Department of Community Affairs and until program is closed out.

#### **ARTICLE IV: Payment of Services**

The Grant Administrator will perform all stick-built housing rehabilitation and reconstruction services for a sum of \$ **4,000.00** per completed individual housing unit. These fees are Project Delivery Costs (PDC) (These funds will be provided through the Rehabilitation Activity included in the grant award)

The Grant Administrator will perform Lead Inspections, Risk Assessments and Clearance testing when applicable. Fees for these services are in addition to the PDC. (These funds will be provided through the Rehabilitation Activity included in the grant award)

In addition, project delivery cost for manufactured housing assistance, if applicable, will not exceed the prescribed amount as set forth by DCA under the Special Conditions governing this program.

The City of Madison will provide **\$12,000** in Administration Fees. These will be paid to Grant Specialists of Georgia, Inc. upon completion of the 2020 CHIP grant.

#### **ARTICLE V: Termination of Agreement**

This contract shall terminate at the satisfactory completion of the grant project and upon approval of DCA by issuance of a conditional letter of close-out of the grant. It is further agreed that this contract may be terminated by either party at any time upon thirty (30) day written notice to the other party. The Local Government shall reimburse the Grant Administrator for any valid expenditures eligible under this agreement that the Grant Administrator will have incurred only with permission by the Local Government during the thirty (30) day period.

#### **ARTICLE VI: Contract**

THE EXECUTED CONTRACT DOCUMENTS shall consist of the following:

- A) This contract
- B) General Conditions (including)
  - (1) Section 3 Clause
  - (2) EEO Clause

**THIS CONTRACT**, together with other documents enumerated under ARTICLE VI, which said other documents are as fully a part of the contract as if hereto attached of herein repeated, forms the contract between the parties hereto. In the event that any provisions in any component part of this CONTRACT conflicts with any provision component part, the provisions of the component part first enumerated under ARTICLE VI shall govern, except as otherwise specifically stated.

**THIS CONTRACT accepted and executed in two originals this \_\_\_\_\_ day of \_\_\_\_\_, 2020:**

**City of Madison as part of ALocal Government@**

**BY: \_\_\_\_\_  
Qualifying Official**

**ATTEST: \_\_\_\_\_  
City Clerk**

**Grant Specialists of Georgia, Inc. as part of AGrant Administrator@**

**BY: \_\_\_\_\_  
President, Owner**

**ATTEST: \_\_\_\_\_**

## ASECTION 3" CLAUSE OF THE URBAN DEVELOPMENT ACT OF 1968

1. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the U.S. Department of Housing and Urban Development, and is 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 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.
2. The parties of the contract will comply with the provisions of said Section 3, the regulations issued pursuant thereto by the Secretary of the U.S. Department of Housing and Urban Development as set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued prior to the execution of this Contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these regulations.
3. The Contractor will send to each labor organization or representatives of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker=s representative of his commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment training.
4. The Contractor will include the Section 3 clause in every subcontract for work in connection with the project, and will, at the direction of the applicant for or recipient of federal finance assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor where he has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the subcontractor has first provided him with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued prior to the execution of this Contract, shall be a condition of the federal financial, assistance successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns, to those sanctions specified by the CHIP Program through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

## EEO CLAUSE

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but is not limited to the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the said labor union or workers= representative of the Contractor=s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall comply with all provisions of the Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for the purpose of investigation to ascertain compliance with such rules, regulations and orders.

**DCA ADDENDUM TO ADMINISTRATIVE  
SERVICES CONTRACT – CHIP Program**

*(Fill in the names of the parties to this addendum and the CHIP award number in the spaces provided below for identification purposes only. Please fully execute this addendum on page three (3) by both parties named below.)*

**CHIP Local Government State Recipient: City of Madison**

**CHIP Award No. 2020-07**

**CHIP Administrator or Consultant Grant Specialists of Georgia, Inc.**

The Georgia Department of Community Affairs (“DCA”) requires this Addendum to each administrative services contract (the “Contract”) between a city or county recipient of HOME funds (the “Recipient”) and each contractor or consultant providing administrative services to the Recipient relating to the use and administration of those funds (“Contractor”) to ensure that the requirements of the HOME Regulations at 24 CFR section 92.504(c)(1) are met (24 CFR section 92.1 *et seq.* are referred to as the “HOME Regulations”). Consequently, with respect to such Contract, the undersigned Recipient and Contractor agree that the following provisions are part of the Contract and further agree that, if there is a conflict between this Addendum and the Contract, this Addendum shall control:

1. Use of HOME Funds. Recipient and Contractor acknowledge and agree that DCA has provided HOME funds (the “Funds”) to Recipient under DCA’s CHIP program, which funds are to be used only to be used in connection with the CHIP program and for the activities that are specified and outlined in the written award of the Funds from DCA to Recipient. Each use of Funds by Recipient for an individual activity or project under the CHIP program shall be pursuant to a budget and schedule prepared for each such activity or project.

2. Affordability Requirement. Recipient and Contractor acknowledge and agree that the Funds are only to be used in connection with housing that meets the affordability requirements of section 92.252 or 92.254 of the HOME Regulations and further acknowledge and agree that, if the Funds are used in connection with a housing activity or project that does not meet those requirements, Recipient will be required to repay DCA all Funds so used.

3. Program Income. Recipient and Contractor acknowledge and agree that all program income will be paid to DCA, unless DCA and Recipient have a written agreement to the contrary, in which event that written agreement shall control.

4. Uniform Administrative Requirements. Recipient and Contractor must comply the applicable uniform administrative requirements found in section 92.505 of the HOME Regulations.

5. Project Requirements. Recipient and Contractor acknowledge and agree that each project for which Funds are used must comply with those parts of subpart F of the HOME Regulations that are applicable to such project and CHIP.

**DCA Addendum to Administrative Services Contract – CHIP Program, Page 2**

6. Program Requirements. Recipient and Contractor must carry out each such project or activity in compliance with the Federal laws and regulations described in subpart H of the HOME Regulations, not including DCA’s responsibility for release of funds under section 92.352 and the intergovernmental review process in section 92.357.

7. Affirmative Marketing. If the Funds are to be used for housing containing 5 or more assisted units, Recipient and Contractor must comply with the applicable affirmative marketing responsibilities set forth in section 92.351 of the HOME Regulations.

8. Requests for Funds. Recipient and Contractor agree that they may not request Funds until they are needed to pay eligible costs, the amount request must be limited to the amount so needed, and program income shall be used first (if, by separate agreement, DCA and Recipient have agreed that Recipient may use program income).

9. Records and Reports. Recipient and Contractor shall maintain records showing the use of the Funds and the eligibility of the project and recipient that receives Funds and shall keep any other records and render any reports that DCA may specify are needed to meet DCA’s responsibilities for recordkeeping and reporting.

10. Enforcement and Remedies. Recipient and Contractor understand and agree that the affordability requirements applicable to each project or activity for which Funds are used must be enforceable. Unless DCA otherwise agrees, they shall be imposed and enforceable by restrictive covenants that run with the land contained in a security deed, which deed shall be recorded in the real estate records of the County in which such project or activity is located. The form and substance of such covenants are subject to DCA’s approval. If there is a breach of the HOME requirements by the Recipient or Contractor, DCA may demand the return of the Funds in question, and, if there is a material breach of the HOME requirements by the Recipient or Contractor, DCA may terminate or suspend the Recipient from the CHIP program.

11. Term. The term of the Contract shall apply to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum on \_\_\_\_\_, 20\_\_\_\_.

RECIPIENT:

CONTRACTOR:

\_\_\_\_\_  
[City of Madison]

\_\_\_\_\_  
[Grant Specialists of Georgia]

By: Fred Perriman

By: Sherry Kurtz

Title: Mayor

Title: President