AGREEMENT TO FURNISH PROFESSIONAL ADMINISTRATIVE SERVICES

TOWN OF STONEVILLE, NORTH CAROLINA
SANITARY SEWER SYSTEM REHABILITIATION

CDBG INFRASTRUCTURE GRANT

This **AGREEMENT** made this _____ day of _____, 2018, by and between the TOWN OF STONEVILLE, hereinafter called the OWNER and LKC ENGINEERING, PLLC, hereinafter called the ADMINISTRATOR.

WHEREAS, the Owner intends to provide Grant Administrative Services for the Sanitary Sewer System Rehabilitation Project as described in Stoneville's Community Development Block Grant (**CDBG No. 17-I-2970**) Infrastructure (Sanitary Sewer System Rehabilitation) Application, hereinafter called the PROJECT; and,

WHEREAS, the ADMINISTRATOR agrees to provide professional services as described herein to assist the OWNER in completing the described PROJECT.

NOW, THEREFORE, the OWNER and ADMINISTRATOR, for the consideration hereinafter named, agree as follows:

The ADMINISTRATOR agrees to perform for the above named PROJECT professional services as hereinafter set forth.

The OWNER agrees to compensate the ADMINISTRATOR for services as hereinafter provided.

The ADMINISTRATOR's services shall include:

1. Finalize the Environmental Review process, publish all required notices and send necessary documentation to the necessary funding agency(s) in order to receive release of funds.
2. Complete Citizen Participation compliance.
3. Complete Fair Housing compliance to include preparing and implementing quarterly fair housing activities.
4. Compliance with Equal Employment and Procurement compliance.
5. Compliance with Section 3 to include completion of a Section 3 Plan.
6. Compliance with Section 504 to include completion of a Section 504 Self Evaluation Survey.
7. Compliance with Language Access Plan to include completion of a Language Access Plan.
8. Completion of the Anti-Displacement and Relocation Assistance Plan.
9. Completion of a Complaint and Grievance Procedure for Compliance plans.
10. Labor Standards compliance.
11. Completion of all required reports and documentation.
12. Assist the Town in establishing a financial management system. Preparation of all requisitions, disbursement documentation, and preliminary approval of disbursements. The Town will approve and sign all requisitions and disbursement checks. All posting of checks will be performed by the Town. The services will not include the disbursement or account of funds distributed by the Town's, financial officer, legal

advice, fiscal audits, or assistance with activities not related to the CDBG-I project.

13. Establish and maintain a filing system in accordance with the required standards as established by the funding agency.
14. Prepare general policy documents to be adopted by the Board of Commissioners to insure compliance with all aspects of Certification submitted to the State.
15. Perform all tasks necessary to procure professional services, including legal, appraisal, and engineering to meet the program objectives. This will include the development of advertisements, Requests for Proposals, and contract documents meeting federal requirements.
16. Coordinate with all third party professional contracts for the implementation of the project and provide assistance as needed.
17. Oversee performance on engineering contract. Upon receipt of required survey maps, procure appraisal services and initiate right-of-way acquisitions (to be in conformance with Uniform Act or Real Property Acquisition and Relocation). Coordinate negotiations up to point of condemnation. If condemnation becomes necessary, work with Project Attorney to carry out this process. Review bid advertisement, bid procedures, and contract documents prepared by engineer to assure conformance with all federal and state laws. Assist in bidding project. Attend pre-construction conference to advice contractor of all labor regulations. Request appropriate wage decision, monitor payrolls for compliance with applicable labor regulations. Review requests for payment. Handle all related citizen complaints.
18. Represent the Town on all monitoring visits or any related visits by the funding agency and prepare any responses to the funding agency as may be required.
19. Provide necessary assistance during formal audits to the program.
20. Handle all aspects of Program Close-out including but not limited to public hearing notices, preparation of Final Performance Report, and Certificate of Completion.
21. Assume all administrative responsibility for the North Carolina Department of Environmental Quality (NCDEQ) program compliance and completion of all activities defined in Stoneville's CDBG Infrastructure application and meet all of the following milestones as listed in the **Letter of Intent to Fund** from NCDEQ dated May 14, 2018 (see Exhibit "A" – Project Milestone).

The ADMINISTRATOR's services shall not include (1) Appraisals, (2) Legal Services, (3) engineering, design or construction of the sewer system and (4) Preparation of Audit Reports and/or any other financial documents relating to the project. These services, as required, may be furnished by the ADMINISTRATOR and separately paid for by the OWNER, for a price to be subsequently agreed upon as the need for these services arises, or in the absence of such separate agreement, as specified hereinafter as "additional services", excepting those cases where the OWNER chooses to make direct payments for same.

Payment: The OWNER agrees to pay the ADMINISTRATOR for services noted as follows:

CDBG ADMINISTRATION	A lump sum fee of EIGHTY-FIVE THOUSAND DOLLARS ($85,000.00)

It is agreed by the parties hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made in the event that the physical scope of the PROJECT, time for completion, or services required are materially increased or decreased beyond that contemplated at this time.

The ADMINISTRATOR shall receive progress payments based on the amount of work performed and documented as submitted to the OWNER by the ADMINISTRATOR.

Should the ADMINISTRATOR be required to render "additional services" in connection with related work upon which the work scope does not apply, the ADMINISTRATOR shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit "B" – Fee Schedule for the hours actually worked by the appropriate classification of employee.

GOVERNING LAW

This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Middle District of North Carolina.

The following contract provisions shall be referenced in Exhibit "C" – Contract Provisions and become a part of this Agreement:

- Conflict of Interest
- Legal Remedies and Termination
- Nondiscrimination
- Age Discrimination
- Section 504 - Nondiscrimination on the Basis of Handicap
- Section 3
- Access to Records and Record Retainage
- Lobbying

The OWNER and ADMINISTRATOR hereby agree to the full performance of the covenants contained herein.

IN WITNESS HEREOF, they have executed this Agreement, the day and the year first above written, which is the effective date of this Agreement.

LKC ENGINEERING, PLLC

By:_____
Bill Lester, Jr., P.E.
Member/Manager

Witness:_____
Sharon McDuffie
Funding Administrator

(SEAL)

TOWN OF STONEVILLE

By:_____
Town Manager

Attest:_____
Town Clerk

(SEAL)

Preaudit Certificate:

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____

Finance Officer- Town of Stoneville

EXHIBIT A

PROJECT MILESTONES

Milestone	**Date**
Attendance at EA/ER Workshop	May 17 or June 7, 2018
Attendance at the Compliance Workshop	May 16 or June 6, 2018
Contract with DWI Executed	June 22, 2018
Engineering Report Submitted	October 26, 2018
Environmental Doc & Req for Release of Funds Submitted	March 22, 2019
Funding Approval Conditions Submitted	March 22, 2019
Environmental Doc & Req for Release of Funds Approved	April 5, 2019
Engineering Report Approved	March 1, 2019
Bid and Design Package Submitted	September 2, 2019
Bid and Design Package Approved	January 3, 2020
Submit Itemized Bid Tabulation	March 6, 2020
Execute Construction Contracts	April 10, 2020

Compliance Plans

Adopted Equal Opportunity and Procurement Plan	October 22, 2018
Adopted Language Access Plan	October 22, 2018
Adopted Section 3 Plan	October 22, 2018
Section 504 Self-Evaluation & Adopted Grievance Procedures	October 22, 2018
Adopted Residential Anti-Displacement/Relocation Assistance	October 22, 2018
Adopted Citizen Participation Plan	October 22, 2018
Excessive Force Provision	October 22, 2018
Floodplain Certification – Map	October 22, 2018
Adopted Assessment of Fair Housing	March 22, 2019

EXHIBIT B

HOURLY RATE STRUCTURE

LKC ENGINEERING offers a competitive rate structure to provide the highest quality of engineering services with controlled overhead. The rates below cover all expenses including travel time.

MANAGING PARTNER	$120.00/HOUR
PROJECT MANAGER	$ 90.00/HOUR
PROJECT ENGINEER	$ 80.00/HOUR
SENIOR DESIGNER	$ 80.00/HOUR
DESIGNER	$ 70.00/HOUR
SENIOR CONSTRUCTION MANAGER	$ 80.00/HOUR
CONSTRUCTION MANAGER	$ 70.00/HOUR
FUNDING ADMINISTRATOR	$ 70.00/HOUR
ADMINISTRATOR	$ 50.00/HOUR

EXHIBIT C

CDBG CONTRACT PROVISIONS

CONFLICT OF INTEREST (2 CFR Part §200.318 General procurement standards)
Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials. No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

LEGAL REMEDIES AND TERMINATION - As stated in 24 CFR Part 85.36 (2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) - Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

FOR CAUSE. If, through any cause, the ADMINISTRATOR shall fail to fulfill in timely and proper manner his obligations under this Agreement, then the OWNER shall thereupon have the right to terminate this Agreement by giving written notice to the ADMINISTRATOR 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 ADMINISTRATOR under this Agreement shall, at the option of the OWNER become its property and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

WITHOUT CAUSE. The OWNER, by written notice, may terminate this contract, in whole or in part, at its discretion upon providing the ADMINISTRATOR a 30 day written notice of termination. If this contract is terminated, the OWNER shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the ADMINISTRATOR under

this Agreement shall, at the option of the OWNER, become its property and the ADMINISTRATOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

NONDISCRIMINATION CLAUSE - Section 109, Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.

AGE DISCRIMINATION CLAUSE, as amended - Nondiscrimination on the Basis of Age

No qualified person shall on the basis of age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.

SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended - Nondiscrimination on the Basis of Disability

No qualified disabled person shall on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

SECTION 3

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract 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). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other

understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents must be maintained during the operation of this project and for a period of three years following closeout in compliance with 24 CFR §570.490. The North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and the NC Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to

the execution of this agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

LOBBYING CLAUSE

Required by Section 1352, Title 31, U.S. Code

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

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

   This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.