

CONTRACT AGREEMENT BETWEEN
COMMUNITY DEVELOPMENT PARTNERS, LLC
AND
CITY OF CROSSVILLE, TENNESSEE

THIS AGREEMENT, entered into as of this 13th day of September, 2018 by and between COMMUNITY DEVELOPMENT PARTNERS, LLC (herein called the CONSULTANT) and the CITY OF CROSSVILLE, TENNESSEE (herein called the City). Agreement concerns the COMMUNITY DEVELOPMENT BLOCK GRANT Program.

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to render technical and professional services, hereinafter described in connection with the COMMUNITY DEVELOPMENT BLOCK GRANT Program as requested by the CITY officials.

NOW, THEREFORE, the CITY and the CONSULTANT do mutually agree as follows:

ARTICLE I - EMPLOYMENT OF CONSULTANT

The CITY agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in connection with the COMMUNITY DEVELOPMENT BLOCK GRANT Program for the CITY, for Administrative and Program Management services, in a professional and proper manner, as prescribed in accordance with accepted COMMUNITY DEVELOPMENT BLOCK GRANT Program management practices.

ARTICLE II - SCOPE OF SERVICES FOR ADMINISTRATIVE ASSISTANCE

The CONSULTANT shall provide professional and technical assistance to the CITY to include, but not necessarily be limited to, the activities described in Attachment A for FY 2018 Sewer System Improvements Project.

ARTICLE III - TIME OF PERFORMANCE

Services to be provided shall commence upon grant approval by the State of Tennessee and will continue for reasonable period of time until all specifications of the proposed Tennessee COMMUNITY DEVELOPMENT BLOCK GRANT Program have been completed. This Contract shall terminate upon final closeout approval of the Project by the Tennessee Department of Economic & Community Affairs.

ARTICLE IV - GENERAL PROVISIONS

- a. Personnel: The CONSULTANT warrants that it has the professional personnel capable of performing the services, as called for herein, in a satisfactory and proper manner, or will secure the services of such personnel as may be required to perform such services.
- b. Office Space: The CONSULTANT agrees to provide and maintain the office space and facilities required to perform all services as called for under this Agreement, at no expense to the CITY.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provisions of this Contract.

- d. Access to Materials: The CITY agrees to make available to the CONSULTANT any maps, documents, and planning materials or any other information in its possession or otherwise readily available, which has a direct bearing on the COMMUNITY DEVELOPMENT BLOCK GRANT Program of the CITY, at no expense to the CONSULTANT.

ARTICLE V - COMPENSATION AND METHOD OF PAYMENT

For services rendered under this Agreement the CITY agrees to pay the CONSULTANT for all costs, both direct and indirect, attributable to the services rendered (as described in ARTICLE II of this Agreement). Such payment shall be due monthly upon presentation of written statements certifying such amounts are due and payable. The total amount to be paid under this section for services shall be Thirty Nine Thousand Five Hundred Dollars (\$39,500.00).

ARTICLE VI - TERMS AND CONDITIONS

- a. Termination of Contract for Cause/Breach of Contract: 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 shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying 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 work satisfactorily completed on such documents or materials.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY 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 from the CONSULTANT is determined.

- b. Termination for Convenience of the 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, at least thirty (30) days prior to the effective date of such termination. In such event, all finished or unfinished documents and other materials as described in the above clause, 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 entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The CONSULTANT shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the CONSULTANT during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the CONSULTANT, the above clause relative to termination shall apply.

- c. Changes: The CITY may, from time to time, request changes of the CONSULTANT in the Scope of Services to be performed hereunder. Such changes, or renegotiation, including any increase or decrease in the amount of the CONSULTANT'S compensation, which is mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written Amendments to this Contract. The Contract can be extended under mutually agreed provisions, through a written Amendment to this document.

- d. Assignability: The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the CITY: provided, however, that claims for money by the CONSULTANT from the CITY 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 promptly furnished to the CITY.
- e. Reports and Information: The CONSULTANT, at such times and in such forms as the CITY may require, shall furnish to the CITY 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.
- f. Findings Confidential: All of the reports, information, data, etc., given to or 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.
- g. Publication, Reproduction and Use of Material: No material produced in whole or in part under this Contract shall be subject to copyright by or on behalf of the CONSULTANT in the United States or in any other country. The CITY shall have unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.
- h. Compliance with Local Laws: The CONSULTANT shall comply with all applicable laws, ordinances and codes of the U.S. Government, the State of Tennessee and the local government(s).
- i. Audits and Inspection/Access to Records/Record Retention: At any time during normal business hours and as often as the CITY may deem necessary, the CONSULTANT shall make available to the CITY for examination all of its records with respect to matters covered by this Contract and will permit the CITY 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 retain all books, documents, papers, and records which are directly pertinent to this Contract for a period of Five (5) years following completion of the contracted work and expiration of the Contract, unless written permission to destroy them is granted by the CITY.

- j. Title VI Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

The CONSULTANT shall be in compliance with the CLIENT'S Title VI policy of non-discrimination on the basis of race, color, national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to or operation of its programs, services or activities. With regard to all aspects of the contract COMMUNITY DEVELOPMENT PARTNERS certifies and warrants it will comply with this policy.

- k. Section 109 of the Housing and Community Development Act of 1974: No persons 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 made available under this title.

- l. Interest of Members of the CITY and Other Local Public Officials: No officer, member or employee of the CITY and no member of the local governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof. The CONSULTANT shall take appropriate steps to assure compliance.
- m. Interest of the 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.
- n. 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.
- o. Rehabilitation Act of 1973, Section 504 Handicapped: Affirmative Action for Handicapped Workers (Applicable to Contracts \$2,500 or greater):
1. The CONSULTANT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONSULTANT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 2. The CONSULTANT agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
 3. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONSULTANT'S obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 4. The CONSULTANT will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions including action for noncompliance.
- p. Age Discrimination Act of 1975 (Applicable to Contracts of \$2,000 or greater): No persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

q. Equal Employment Opportunity/Executive Order 11246 Compliance (Applicable to Contracts of \$10,000 or Greater):

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

1. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
2. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin, fairly. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training; including apprenticeship and participation in recreational and educational activities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment notices which will be provided setting forth the provisions of this non-discrimination clause.
3. 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, religion, sex or national origin.
4. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that 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.
5. The CONSULTANT shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the CITY may require.
6. The CONSULTANT agrees to comply with such rules, regulations, or guidelines as the CITY may issue to implement these requirements, as attached hereto.

r. Special Equal Opportunity Provisions (Applicable to Construction Contracts and related Subcontracts \$10,000 and under):

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

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

1. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 of compensation; and selection for training, including apprenticeship.
2. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by

Contracting Officer setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The CONSULTANT shall incorporate the foregoing requirements into all subcontracts.

s. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

1. The work performed under this contract is subject to the requirements of sections 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.
2. 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.
3. The CONSULTANT agrees to send to each labor organization or representative or workers with which the consultant has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the consultant'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.
4. The CONSULTANT 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 consultant will not subcontract with any subcontractor where the consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the consultant is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 125 require employment opportunities to be directed, were not filled to circumvent the consultant's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract or default, and debarment or suspension from future HUD assisted contracts.

7. With respect to the 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 the 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 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

ARTICLE VII - ADDITIONAL SERVICES OF CONSULTANT

If authorized in writing by the CITY the CONSULTANT shall furnish additional services which are not considered as an integral part of the Scope of Services herein. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. Upon mutual agreement between the CITY and the CONSULTANT, and written authorization from the CITY to proceed, the CONSULTANT will provide the additional service. Examples of items considered as additional services shall include but not be limited to:

1. Formal and Informal Program Amendments
2. Environmental Impact Statements
3. Hazardous Site Negotiations
4. Legal or Expert Witness Testimony
5. Extended Contract period caused by factors other than those under control of CONSULTANT.

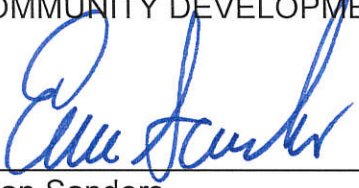
IN WITNESS WHEREOF, the CITY and the CONSULTANT have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

CITY OF CROSSVILLE

Mayor
Title

ATTEST:

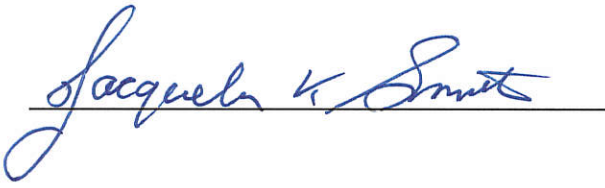
COMMUNITY DEVELOPMENT PARTNERS, LLC



Evan Sanders

President
Title

ATTEST:



ATTACHMENT A
 DETAIL OF ADMINISTRATIVE SERVICES
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name of Person or Firm Providing Services: Community Development Partners, LLC
 Name of Project: Crossville FY 2018 CDBG Sewer System Improvements.

	TASK	Projected Number of Hours	Amount
1.	Environmental Review Record	33	\$ 2,500.00
	A. Project Not in Floodplain		
	B. Project in Floodplain		
	C. Project Requiring Archaeological Survey		
2.	Project Files/General Management	80	\$ 6,000.00
	A. Set Up		
	B. Monthly Maintenance/Update		
	C. Technical Assistance and onsite visits		
	D. Electronic and other communication		
3.	Fair Housing/Equal Opportunity	67	\$ 5,000.00
	A. Fair Housing Activity		
	B. Equal Opportunity		
	1. Section 3 Plan		
	2. On-Site Poster Documentation		
	3. Contract Female/Minority Contractor		
	4. Quarterly Contractor/Subcontractor Activity report		
4.	Acquisition - Fee Simple	N/A	N/A
	A. Identification of Properties To Be Acquired and Locating Property Owners		
	B. Compilation of Case Files and Ongoing Record Keeping		
	C. Coordinating Services of Title Attorney, Surveyor and Appraisers		
	D. Negotiation to Purchase and Final Sale and Closing		
5.	Relocation	N/A	N/A
	A. Identification of Relocation Needs and Available Resources		
	B. Compilation of Case Files and Ongoing Record Keeping		
	C. Identify Comparables and Maintain Records on Available Housing Market		
6.	Housing Rehabilitation	N/A	N/A
	A. Identification of Units and Determination of Eligibility		
	B. Compilation of Case Files and Ongoing Record Keeping		
	C. Solicitation of Contractors and Pre-Bid Activity		
	D. Release of Liens, Certification of Completion/Final Inspection		
	E. Pay Requests and Record Keeping for Escrow Accounts		
	F. Quarterly Performance Reports		
7.	Housing Inspection	N/A	N/A
	A. Monitoring Ongoing Construction and Scheduling Inspections and Write-ups		
	B. Inspections		

	TASK	Projected Number of Hours	Amount
8.	Clearance	N/A	N/A
	A. Identify Properties and Contractors		
	B. Bid Process for Demolition		
	C. Releases and Payment to Contractor		
9.	Labor Compliance	133	\$10,000.00
	A. Wage Rate Document		
	B. 10 day Call/Memo for Files		
	C. Attend Bid Opening/Prepare Minutes		
	D. Notice of Contract Award/ Pre-Construction Conference		
	E. Coordinate and Conduct Pre-Construction Conference		
	F. Prepare Minutes of Pre-Construction Conference		
	G. Bid Advertisement Documentation for Files		
	H. Bid Tabulation Documentation for Files		
	I. Review Bid Document/Specs including Certifications regarding EO, Labor, and Section 3, Insurance/ Bonding		
	J. Contractor Recommendation Letter		
	K. Contractor/Subcontractor Eligibility Verification		
	L. Notice to proceed		
	M. Conduct Employee Interviews and Check Site for Posters		
	N. Check Weekly Payrolls/Cross Check with Interviews		
	O. Consultation with Engineer, State, Other Funding Agency		
	P. Release of Liens/Certificate of Completion/Final Inspection		
10.	Fire Protection	N/A	N/A
	A. Prepare/Submit Equipment Bid Document		
	B. Advertise		
	C. Coordinate Bid-Tabs Approval		
	D. Photograph Items Purchased		
11.	Financial Management	133	\$10,000.00
	A. Pre-Reimbursement Set Up		
	B. Coordinate Contracts		
	C. Requests for Payment		
	D. Payment of Invoices		
	E. Posting of Accounting Records (Local Level)		
	F. Budget Spreadsheets		
	G. Budget Revisions		
12.	State Monitoring	53	\$ 4,000.00
	A. First TA Visit/Conference		
	B. Monitoring Visits		
	C. Periodic Status Reports		
	D. Compliance Reviews		

13. Close-Out	27	\$ 2,000.00
A. Beneficiaries Documentation		
B. Financial Report/ Close-Out Package		
C. File Review		

TOTAL **\$39,500.00**