

AGREEMENT FOR ADMINISTRATIVE SERVICES

THIS AGREEMENT, made and entered into by and between Gordon County (hereinafter called the OWNER) and Northwest Georgia Administrative services of Carrollton, GA and assigns (hereinafter called the CONTRACTOR) on this ____ th day of _____ 2012.

WITNESSETH:

WHEREAS, the OWNER desires to proceed with compliance of the terms of the Grant, number _____ from the Georgia Department of Community Affairs (DCA) Community Development Block Grant (CDBG) program for construction of a multi-purpose building for the Voluntary Action Center in Gordon County and is desirous of competent and capable administrative services for said grant;

THEREFORE, the OWNER and CONTRACTOR, in consideration of their mutual covenants herein, agree in respect for performance of professional administration services and payment of those services by the OWNER as set forth and attachments hereto:

SECTION 1.0 - ADMINISTRATIVE SERVICES

The CONTRACTOR shall provide administrative services for the project as it pertains to CDBG requirements as stated in the CDBG Applicants' and Recipients' manuals and in other directives as issued by DCA and is limited to those services specifically set forth herein.

A. The CONTRACTOR shall provide administrative services for the project as follows:

1. Guide and instruct officials in the execution of documents in the award package.
2. Set up an accounting and filing system to maintain proper record keeping of grant funds.
3. Satisfy "general" and "specific" condition requirements.
4. Complete environmental assessment.
5. Schedule and handle all required public hearings.
6. Aid the architect/engineer as needed in developing bid documents for construction contractor selection and be available to answer questions from contractors.
7. Serve as liaison between contractors and the OWNER.
8. Monitor contractor compliance with all Labor law requirements.
9. Perform pre-construction conference with the architect, contractors and others as necessary and as determined by the project.
10. Prepare quarterly reports and drawdown requests.
11. Draft correspondence as required.
12. Handle all monitoring and auditing visits.
13. Monitor progress of engineer and construction contractors for the duration of the project.

14. Visit site during construction and provide periodic reports and as requested by the OWNER.
15. Keep the OWNER advised of the project schedule
16. Generally, ensure compliance with Federal and State regulations.
17. Ensure successful closeout of the project.
18. Prepare amendments if needed.
19. Adhere to all requirements in the CDBG Applicants' and Recipients' Manuals including all requirements referenced in those manuals.

B. Items specifically not included in the basic fee are as follows

1. Project inspections, which requires the expertise of other licensed, certified or registered professionals such as architects, engineers, attorney or certified public accountants.
2. Consultations regarding other projects not related to the specific grant project, identified on page 1.
3. Consultations for design of, accepting bids for or other services related to obtaining or installing Furniture, Fixtures & Equipment for the building.
4. Dealing with parties outside the realm of administration of the grant to include persons protesting the grant project, its design or purpose.

C. The CONTRACTOR will be responsible for maintaining the schedule stated in the CDBG application for which the administrator has control. Failure to meet dates and deadlines will give cause for the OWNER to consider termination as described in Section 5.0(D). Milestones and dates are applicable to the following:

1. Completion of the environmental assessment – by 1/31/13.
2. Clearing General and Special Conditions, which DCA has applied to the project – by 1/31/13.
3. Submittal of periodic and one-time reports, including the award package – by 10/28/2012.
4. Submittal of quarterly reports, Disclosure forms, drawdown forms, and Notice of Contract Action forms in timely fashion as events occur.
5. Acquisition of properties (if applicable) by 3/1/13
6. Bid out project - by 6/30/13.
7. Closeout project – by 9/28/14.

SECTION 2.0 - OWNER'S RESPONSIBILITIES

The OWNER'S responsibilities to the CONTRACTOR shall specifically include but is not limited to those items set forth herein.

1. Provide copies of all correspondence pertaining to the project upon request;
2. Make available from OWNER'S files, any data and information necessary to provide continuity and accountability of project funds;
3. Provide original or copies of studies, reports, proposals and other documents

necessary to provide an audit trail of all monies expended and received pertaining to the grant;

4. Designate a person to act as OWNER'S representative with respect to the work performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to the services covered by this agreement.
5. Give prompt notice to the CONTRACTOR whenever the OWNER observes or otherwise becomes aware of a defect in the project or changed circumstances affecting the project.
6. Bear all costs incidental to compliance with the requirements of this agreement, including, but not limited to, all advertising costs, legal, fiscal audit, bank charges, soil testing, land and appraisal costs and permitting fees.
7. Compliance with such conditions of the grant as may be imposed by the DCA.
8. Adhering to the project as described in the application as much as possible to limit delays.

SECTION 3.0 - PERIOD OF SERVICE

A. The CONTRACTOR'S services shall commence immediately upon execution of this contract and shall be completed in a timely manner to facilitate completion of the project.

B. However, it is understood that the CONTRACTOR shall not be held liable or responsible to the OWNER if construction is delayed because of any cause or causes beyond the control of the CONTRACTOR and not due to the CONTRACTOR'S own fault or negligence including, but not limited to, acts of God, inclement weather conditions, floods, fires, acts of government, epidemics, inefficiencies of the architect, engineer or construction contractor or failure of the OWNER to fulfill any of it's responsibilities.

C. Should the period of service in administering the project exceed 36 months from the date of the Award of Contract through no fault of the CONTRACTOR, additional service rates shall apply as specified in Section 4.0, (A)(4).

SECTION 4.0 - FEES FOR PROFESSIONAL SERVICES

The OWNER agrees to pay and the CONTRACTOR agrees to accept for the services described in Section 1.0, the following amount unless amended by a written amendment executed by the OWNER and CONTRACTOR:

GRANT ADMINISTRATION.....\$28,500

A. Payment schedule

1. An initial payment of 10% shall be paid upon award of the grant.
2. Thereafter, the CONTRACTOR will submit monthly invoices to the OWNER for

the services performed by the CONTRACTOR and reimbursable expenses incurred for the specific task within all categories of services as described in Section 1.0 of this agreement. Payments shall not exceed the stated contract amount as shown above unless agreed to by a written amendment executed by the OWNER and CONTRACTOR.

3. The OWNER will pay the CONTRACTOR within ten (10) calendar days of the date of the invoices submitted by the CONTRACTOR.

4. Additional services

a. In the event the OWNER issues instructions to the CONTRACTOR to perform certain additional professional services on the project beyond the scope of services contained in Section 1.0, or if the project is not completed within 36 months of the Award of Grant date through no fault of the CONTRACTOR, the fee will be based on \$75 per hour.

SECTION 5.0 - GENERAL CONDITIONS

A. CONFLICT OF INTEREST CLAUSE

The CONTRACTOR hereby certifies to the undersigned that others, including relatives or associates, who could benefit as a result of the execution and implementation of this agreement, did not participate in the decision-making process and, to the best of the CONTRACTOR'S knowledge, those involved in the decision making process did not obtain a personal or financial interest in or benefit from Community Block Grant activities.

B. LOBBY CLAUSE

To the best of his or her knowledge and behalf, the CONTRACTOR hereby certifies no Federal appropriated funds have been 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 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, and; If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any of the persons heretofore mentioned in connection with this Federal contract, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUCCESSORS AND ASSIGNS

The CONTRACTOR and OWNER each binds himself and his partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the CONTRACTOR nor the OWNER will assign, sublet

or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the CONTRACTOR and the OWNER.

D. TERMINATION

Either party may terminate this Agreement by submitting a written notice to the other party thirty (30) days before the effective date of the notice in the event of substantial failure to perform in accordance with Agreement terms by the other party through no fault of the terminating party. Outstanding fees for any services performed prior to termination shall be due and payable upon termination.

E. SECTION 3 CLAUSE OF 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 Department of Housing and Urban Development (HUD) and is subject to the requirements of the Section 3 clause, as amended. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given 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 to this contract will comply with the provisions of said Section 3 clause and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. 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 requirements.

3. The CONTRACTOR will send to each labor organization or representative 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 workers' 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 or training.

4. The CONTRACTOR will include this 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 financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The CONTRACTOR will not subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. 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 thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for

such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and

5. subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

F. EQUAL OPPORTUNITY CLAUSE (SEE ATTACHMENT).

OWNER

Gordon County Board of Commissioners

By: _____
Gordon County

Title

Attest

CONTRACTOR

Northwest Georgia Administrative Services

By: _____
David E. Ronningen, owner

Attest