

SAMPLE CONTRACT
PROFESSIONAL MANAGEMENT, OR ARCHITECTURAL SERVICES

PART I – AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY OF _____, hereinafter called the "City", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City of _____ desires to implement a _____ under the general direction of the _____; and whereas the City desires to engage _____ to render certain services in connection with its _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of _____ shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to _____ by the City and its agencies. No charge will be made to _____ for such information and the City and its agencies will cooperate with _____ in every way possible to facilitate the performance of the work described in the Agreement.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ _____. Payment to Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement, which is hereby incorporated by reference into this Agreement.

5. Indemnification - _____ shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes-on contributions imposed or required under the Social Security, workers compensation and income tax laws.

6. Miscellaneous Provisions

a.. This Agreement shall be construed under and accord with the laws of the State of _____, and all obligations of the parties created hereunder are performable in _____ County, _____.

b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and heir respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability, shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All other terms hereof shall remain in full force and effect.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

CITY OF _____

FIRM _____

BY: _____

BY: _____

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion and execution.

PART II
PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping and filing system consistent with program guidelines.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City personnel on implementation of the project and regulatory matters pertaining thereto.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the Department/Agency regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting alai specific award condition requirements that may be stipulated in the Financial Assistance Award between the City and Department/Agency.
7. Prepare and submit to Department/Agency documentation necessary for amending the Contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly progress reports.
10. Prepare Recipient Disclosure Report form for City signature and submittal.
11. Establish procedures to document expenditures associated with local project administration.
12. Provide guidance and assistance to City regarding acquisition of property as detailed in Section D below.

B. Financial Management

1. Assist the City in proving its ability to manage the Department/Agency financial assistance funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department/Agency.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters
7. Assist the City in establishing procedures to handle the use of any Department/Agency program income.

C. Environmental Review

1. Prepare appropriate environmental review document, including possibly an environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental review document.
5. Ensure compliance with Executive Order 11988 for projects in the flood plains, as amended by Executive Order 13690.
6. Prepare Request for Release of Funds and certifications to be sent to Department/Agency.

D. Acquisition

1. Prepare and submit required reports concerning acquisition activities, including those related to acquisitions of real property, to Department/Agency.
2. Obtain documentation of ownership for City-owned property and/or rights-of-way.
3. Maintain a separate acquisition file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners for the City's signature to acquire the property or to secure an easement or right-of-way.
6. Assist City in negotiations with property owner(s).
7. Maintain property management register for property/equipment purchased/leased.
8. Assist the City in executing and properly recording any titles acquired and any mortgages, deeds of trust, or covenants required to secure any Department/Agency interest in the property.
9. Serve as liaison for the City during any monitoring visit by Department/Agency staff.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable):
 - Assist City in determining whether and/or what Department/Agency contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out Department/Agency contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer.
5. Notify Department/Agency in writing of name, address, and phone number of appointed labor standards compliance officer.
6. Request wage rates from Department/Agency.
7. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
8. Provide sample Department/Agency contract documents to engineer.
9. Advertise for bids.
10. Make ten-day call to Department/Agency.
11. Verify construction contractor eligibility with Department/Agency.
12. Review construction contract.
13. Conduct pre-construction conference and prepare minutes.
14. Submit any reports of additional classification and rates to Department/Agency.
15. Issue Notice of Start of Construction to Department/Agency.
16. Review weekly payrolls, including compliance follow-ups.
17. Conduct employee interviews.
18. Process and submit change orders to Department/Agency prior to execution.
19. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department/Agency.
20. Provide general advice and technical assistance to City personnel on implementation of

project and regulatory matters.

F. Relocation (if applicable)

1. Interview relocatees and identify assistance needs.
2. Maintain a relocation record for each individual/family.
3. Provide education/assistance to relocatees.
4. Issue appropriate notices to relocatees.
5. Ensure that all payments are made in a timely manner.
6. Prepare and submit local relocation guidelines to Department/Agency for approval.
7. Assist City in identifying individuals to be relocated and prepare appropriate notices.

G. Audit / Closeout Procedures _

1. Prepare the Final Acceptance Report for appropriate signatures to submit to the Department/Agency.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with Department/Agency audit guidelines.

PART III
PAYMENT SCHEDULE
PROFESSIONAL MANAGEMENT SERVICES

City shall reimburse _____ (firm) _____ for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

<u>Milestone</u>	<u>% of Contract Fee</u>
• Establishment of recordkeeping system	10%
• Completion of environmental/other Specific Award Conditions	10%
• Completion of all acquisition activities	10%
• Completion of the bid/contract award process	20%
• Financial and progress reporting requirements	10%
• Labor Standards compliance/construction completion	30%
• Filing of all required closeout information	10%
Total	100%

