

CITY OF GASTONIA
HOUSING AND NEIGHBORHOODS DIVISION
PO BOX 1748 * 150 S. YORK STREET* GASTONIA, NC 28053-1748
(704) 866-6752



CITY OF GASTONIA

REQUEST FOR PROPOSALS (RFP)

Request for professional services in the preparation of the

CONSOLIDATED PLAN 2015-2020 ANNUAL ACTION PLAN FY2015-16

for the
COMMUNITY DEVELOPMENT BLOCK GRANT **(CDBG)** PROGRAM
and
HOME INVESTMENT PARTNERSHIP **(HOME)** PROGRAM

RFP Issuance: Monday, May 5, 2014
Posting RPF Notice: Wednesday, May 7, 2014

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1.0 INTRODUCTION AND INSTRUCTIONS

1.2 OVERVIEW

The City of Gastonia (City) is soliciting proposals from qualified firms or individuals to prepare its 2015-2020 Consolidated Plan (ConPlan), and the FY2015/16 Annual Action Plan (AAP) in order to meet the regulatory requirements of the U.S. Department of Housing and Urban Development (HUD).

Proposer shall be familiar with and follow Appendix F "*Guidelines for Preparing a Consolidated Plan Submission for Local Jurisdictions*" which is attached to this Request for Proposal (RFP).

1.2 PROPOSAL DUE DATE

Proposals will be accepted until **4:30 p.m., Monday, June 16, 2014, and should be submitted as follows:**

Physical Address

City of Gastonia
Housing and Neighborhoods Division
Attn: Myra T. Nichols, Administrator
RE: RFP 2015-2020 Consolidated Plan
150 S. York Street, Room 248
Gastonia, NC 28052

Mailing Address

City of Gastonia
Housing and Neighborhoods Division
Attn: Myra T. Nichols, Administrator
RE: RFP 2015-2020 Consolidated Plan
PO Box 1748
Gastonia, NC 28053-1748

The proposal should include clearly-labeled sections to coincide with the RFP. Appendix A "*Organization Cover Page*" should be the cover page for the RFP.

1.3 CITY CONTACT PERSON

If there are any questions concerning this RFP, please contact Myra T. Nichols, Housing and Neighborhoods Administrator at (704) 866-6756 or email at myram@cityofgastonia.com.

1.4 GENERAL BACKGROUND INFORMATION

Gastonia is the largest city and county seat of Gaston County, North Carolina. It is also the second largest city of the Charlotte area, behind Concord. According to the 2010 Census, Gastonia's population was 71,741. Gastonia is the 13th largest city in North Carolina, and is part of the Charlotte metropolitan area, officially designated the Charlotte Metropolitan Statistical Area (MSA). Gastonia has experienced steady growth, with a population increase between 2000 and 2010 of nearly 8.2%, according to the U.S. Census Bureau.

The City of Gastonia is a participating jurisdiction under the United States Department of Housing and Urban Development's (HUD's) Community Development Block Grant (CDBG) Program and HOME Investments Partnership Program (HOME). As a recipient of formula grant funds under HUD programs, the City is required to submit a 5-year Consolidated Plan (ConPlan), Annual Action Plans (AAPs), and Consolidated Annual Performance and Evaluation Reports (CAPERs).

Highland East

In the northeast quadrant of the city, local and HUD funds have been used to bring the Highland East Community back to vibrancy and self-sustainability. The community is defined by the boundaries of US 321 North, West Long Avenue, North Marietta Street, and West Davidson Avenue. Projects completed in the community include:

- A community garden cultivated by various community groups
- Gateway Village, a 75-unit senior housing facility
- Public infrastructure to include curb and gutter for Grace and Beatrice Costner for new construction/ community redevelopment
- Hope 4 Gaston is a non-profit, faith-based organization which coordinates government, business, churches and the community to establish a volunteer base to complete housing repair and community activities. The non-profit completed various housing repair programs in the Highland East Community

Loray Mill Village

Situated just southwest of downtown Gastonia, the neighboring area surrounding the Loray Mill is known as Loray Mill Village, and is listed on the National Register of Historic Places. It was established in 1902. Once the mill closed in 1993, the building and the surrounding community began to deteriorate.

Most recent revitalization efforts to the area include a brand new city park which was a collaborative effort of local optimist club(s) and the City. In April 2013, reconstruction began on the renovation of Phase I of the mill building. The 600,000 square foot facility is being converted into a mixed-use community of live, work, and play. Phase I will consist of 190-apartment lofts for rent and 100,000 square feet of retail/commercial space. The Loray Mill will be ready for occupancy of residents and retail stores by Summer of 2014. Future plans for the renovation of Phase II should begin in late 2014. This project will likely spur revitalization in adjacent residential and commercial areas, in addition to bringing in private investment to west Gastonia and possibly downtown.

Downtown Area

Efforts are being made to bring the downtown area back to economic vibrancy. Local funds are currently used to fund an incentive grant for businesses interested in locating to the downtown area. In 2008 during the economic downturn Neighborhood Stabilization Program – 1 funds were used to redevelop the Craig and Wilson/Carriage Housing Company Building into a mixed-used building which encompasses space for 16 condominium units on the upper levels and 3-store-front units on the lower level.

Federal Housing Grants currently received by the City, and the amounts received for the City's current fiscal year (FY2013-2014) are as follows:

Community Development Block Grants (CDBG)	\$ 665,707
HOME Investment Partnership Program (HOME)	\$ 573,462
Total Formula Grants Allocation	\$1,174,510

1.5 SCOPE OF WORK

The Consultant will work with City staff in the preparation of the Consolidated Plan and Action Plan to be submitted to HUD by **May 15, 2015**. The scope of work for the Consolidated Plan will include the following elements:

- Executive Summary
- Housing & Homeless Needs Assessment
- Housing & Market Analysis
- Five-year Strategic Plan to address the identified housing and community development needs.
- Anti-poverty Strategy to reduce affordable housing barriers
- One-year Action Plan for CDBG and HOME funds to implement the Strategic Plan for FY2015-2016
- Interactive on-line website/survey for public participation

It should be noted that a draft of the 2014 Analysis of Impediments to Fair Housing is available at <http://cityofgastonia.com/housing-and-neighborhood-services/housing-neighborhood-resources>. The final version will be available after May 7, 2014.

The consultant will review and tabulate data and information supplied by the City, HUD, the U.S. Census Bureau, sub-grantees and input from citizens to complete the required Consolidated Plan components per HUD regulations including all required charts, tables and maps.

The product must be provided in:

1. One (1) bound original
2. Two (2) copies
3. An electronic version compatible with eCon Planning Suite for submission to HUD and compatible to post on the City's website during the comment period(s).

The following documents should be reviewed by all potential responders in order to assess the RFP's scope of work requirements:

- 2014 Analysis of Impediments to Fair Housing
- FY 2013-2014 Action Plan
- Highland Plan
- 2012-2013 Consolidated Annual Performance and Evaluation Report (CAPER)
- *Consolidated Plan in IDIS Desk Guide*

<https://www.onecpd.info/resource/2641/econ-planning-suite-desk-guide-idis-conplan-action-plan-caper-per/>

- *CPD Desk Map Guide*
<https://www.onecpd.info/resource/2405/cpd-maps-desk-guide/>
- *U.S. Department of Housing and Urban Development Guidelines for Preparing Consolidated Plan and Performance And Evaluation Report Submissions for Local Jurisdictions*

HUD Guidance concerning the required elements are outlined in an attachment to this RFP, “*Guidelines for Preparing a Consolidated Plan Submission for Local Jurisdictions*” – see Appendix E. This document can also be found on the HUD website at: www.hud.gov/offices/cpd/about/conplan/toolsandguidance/guidance/doc/local_guidelines.doc.

All other documents referenced above can be found on the City of Gastonia website at: <http://cityofgastonia.com/housing-and-neighborhood-services/housing-neighborhood-resources>, <http://cityofgastonia.com/development-services/planning/maps-and-plans/plans>, or on the City of Gastonia home page <http://cityofgastonia.com> under the heading “*Features*”.

1.6 SCHEDULE OF WORK

A final draft of the 2015-2020 Consolidated Plan, the Annual Action Plan for FY 2015/16 will be due to the City on or about **March 2, 2015**.

Because there are numerous components of the Consolidated Plan to schedule, including public meetings and meetings of the City Council, it is the intention of the City for the selected consultant to commence the project activities in late September/early October 2014. An overview of the estimated timeframe is listed below:

Event	Day	Deadline Date
Issue RFP	Wednesday	May 05, 2014
RFP Notice Posted	Wednesday	May 07, 2014
Final issuance of addendums	Thursday	May 15, 2014
Proposal Submission Deadline	Monday	June 16, 2014
Proposal Evaluation	Monday	June 30, 2014
Interview Schedule	Monday – Friday	July 14 – 18, 2014
Final Ranking/Selection	Wednesday	July 30, 2014
Council Meeting	Tuesday	August 19, 2014
Contract Award	Wednesday	August 20, 2014
Contract Start	Monday	September 29, 2014
Plan draft due to the City	Monday	March 2, 2015
Contract End	Monday	May 11, 2015
Plan Submission to HUD	Monday	May 11, 2015

Note: The selected consultant is required to provide technical assistance through plan acceptance.

1.7 QUALIFICATION REQUIREMENTS

The following lists the minimum qualification requirements of the respondent(s):

- At least 5 years experience providing similar consulting services
- At least 3 references of clients currently/previously served; at least one of the references to be a city, county or state
- Experience with digital technology such as Word, Excel, GIS and interactive Internet technology
- Thorough knowledge of eCon Planning Suite and its formatting requirements for the Consolidated Plan and Annual Action Plan
- Demonstrated experience preparing Consolidated Plans for cities with populations over 50,000
- Knowledge of :
 - CDBG and HOME Regulations
 - Consolidated Plan regulations
 - Urban planning principles, especially in the areas of sustainability initiatives and smart growth.
 - Methods of data collection, analysis and summarization (in narrative and graphic formats)
 - Various housing and community development resources and governmental agencies

1.8 AWARD CRITERIA

The City of Gastonia reserves the right to award the contract generated from this RFP to the respondent that presents a proposal that best meets the specifications as listed herein and represents the most beneficial procurement as determined by the City. The award will be made by the City and shall be based on the respondent's qualifications including, but not limited to, the following:

- Corporate experience & capacity
- Understanding of work to be performed
- Understanding of Consolidated Plan program goals
- Professional expertise of team
- Prior experience relative to project
- Completeness, feasibility and quality of scope of services and project schedule
- Clarity and conciseness of presentation
- Cost Summary Section (fee schedule)

The City reserves the right to waive any minor deviation in proposal responses received when such waiver is in the best interests of the City, and reserves the right to modify any requirements, terms or conditions as outlined in this RFP when such modification(s) is in the best interests of the City.

Proposals will be accepted from thoroughly competent, experienced and financially qualified individuals or firms as determined solely by the City of Gastonia. Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the respondent and shall be grounds for rejection.

This document is not an offer to contract but is an RFP as defined herein, to satisfy specific user requirements of the City of Gastonia. Neither the issuance of the RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the City of Gastonia, will commit the City to award a contract to any respondent even if all of the user requirements in the RFP are met. The City may modify these requirements in whole or in part and/or seek additional respondents to submit quotations. The City rejects all proposals received pursuant to this RFP. Only the execution of a written contract will obligate the City in accordance with the terms and conditions contained in such contract.

Respondents may be required to make a presentation of their qualifications to the RFP Evaluation Committee.

2.0 PROPOSAL INFORMATION

2.1 FORMAT

Firms submitting a proposal should provide:

1. one (1) bound original ,
2. two (2) copies, and
3. an electronic version in PDF or Word format (2007) of the proposal response.
4. The proposal should include clearly-labeled sections to coincide with the RFP.
5. Appendix A "*Organization Cover Page*" should be the cover page for the RFP.

2.2 CONTACT INFORMATION

The cover page listed in Appendix A – Organization Cover Page should be included with proposal submission.

2.3 TECHNICAL RESPONSE

This section should contain a description of the firm's proposed approach with specific reference to the following:

- Project understanding
- Description of any special services provided
- A description and status of comparable project experience.
- Resumes of key personnel proposed to work on the assignment with emphasis on relevant experience.
- A detailed organization chart.
- Three references from comparable types of projects; at least one of the references to be a city, county or state.
- Name and required services of any subcontractors
- Project cost schedule to include all fees labeled, "*Cost Summary Section*"
- Projected timeline to include substantial event deadlines
- Information as requested in *Section 1, Qualification Requirements*
- A completed and signed *Certification Form, Appendix B*, attached hereto.

2.4 COST SUMMARY SECTION

This section should provide a total price proposal including sub-totals for each major area of work listed below.

1. Personnel Costs –list the names of all individuals by job category, who will be assigned to the project. The number of estimated hours and the hourly rate for each individual must be itemized and totaled to arrive at total personnel costs, which includes overhead.
2. Travel Per/Diem (If Applicable) - summarize all estimated travel costs of project staff and the cost of food and lodging for the project staff required for the on-site work required under the Scope of Services.

3. Printing/Reproduction –list the costs of printing and reproducing all required reports and procedural material must be specifically identified and summarized.
4. Miscellaneous – Include all direct and indirect costs associated with the performance of this contract. List any category of costs, tasks or subtasks not identified in response to the above paragraphs must be specifically identified and summarized in this section.

The contractor will prepare and submit remittance upon completion of each task, an invoice for payment for fee(s) earned as service provider. (Response to this proposal should include a format of the contractor’s invoice for payment). The budget for the Scope of Work outlined should be inclusive of all costs and no additional funds will be awarded.

3.0 OTHER TERMS

3.1 LIABILITY REQUIREMENTS

Upon award, the successful respondent shall supply and maintain insurance which indemnifies and holds harmless the City, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney’s fees or loss arising directly out of acts or omissions here under by the contractor or third party under the direction or control of the contractor. The successful bidder must furnish the City with Certificates of Insurance prior to commencement of work. The required coverage shall not be less than outlined in *Insurance Requirements, Appendix E. Insurance certificates shall name the City of Gastonia as additional insured party and shall state that all coverage shall be primary to any coverage held by the city.*

3.2 CANCELLATION

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation. The agreement may be cancelled by the City for any other reason(s) upon 30 days written notice.

3.3 ADDITIONAL TERMS AND CONDITIONS

- a) The successful respondent must comply with all Federal, State and local statues and codes as may be applicable to the scope of work detailed herein, including all labor laws.
- b) All respondents must quote their fees in the proposal response clearly labeled "Cost Summary Section".
- c) Proposals and prices must remain valid for ninety (90) days.
- d) This contract shall be constituted under the laws of the State of North Carolina. All claims, actions, proceedings and lawsuits brought in connection with, arising our of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of North Carolina, Gaston County.

3.4 E-VERIFY REQUIREMENTS

Consultant certifies that it is in compliance with all applicable provisions of Article 2, Chapter 64 of North Carolina General Statutes, which generally provides that each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Consultant agrees that during the term of this Agreement it shall comply and shall require all subcontractors to comply with any and all applicable provisions of Article 2, Chapter 64 of the North Carolina General Statutes, and Consultant agrees to incorporate in all further contracts or subcontracts for the Project a provision requiring compliance with Article 2, Chapter 64 of the North Carolina General Statutes.

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APPENDIX

2015-2020 CONSOLIDATED PLAN REQUEST FOR PROPOSALS

APPENDIX A: ORGANIZATION COVER PAGE

- 1) Organization's Name _____
- 2) Organization's Address PHYSICAL ADDRESS _____
MAILING ADDRESS (if different) _____
- 3) Telephone Number _____ Fax Number _____
- 4) Email Address _____
- 5) Website address _____
- 6) Executive Director's Name _____
- 7) Tax ID: _____
- 8) DUNS #: _____
- 9) Type of organization corporation partnership proprietorship
 joint venture A partnership (if so, please list all partners)

If Corporation: Date Incorporated: _____ State(s)
Incorporated: _____
- 10) Will subcontractors be used during any part of the process?
 Yes No If yes, please list: _____

- 11) Has your organization or any subcontractors proposed to provide consultation services ever been suspended or debarred or is otherwise excluded from or ineligible for participation in Federal programs under Executive Order 12549, "Debarment and Suspension".
 Yes No If yes, explain on a separate page and label *Debarred or Suspension Activity*

PROPOSER'S AUTHORIZED SIGNATURE

The undersigned hereby certifies that this proposal is submitted in response to this solicitation. I acknowledge and adhere that this proposal remains valid for one hundred ninety (90) days from the submission deadline of June 16, 2014.

SIGNED: _____

DATE: _____

PRINT NAME: _____

TITLE: _____

SIGNATURE: _____

APPENDIX B: COST SUMMARY SECTION (FEE SCHEDULE)

This section should provide a total price proposal including sub-totals for each major area of work listed below.

- A. Personnel Costs –list the names of all individuals by job category, who will be assigned to the project. The number of estimated hours and the hourly rate for each individual must be itemized and totaled to arrive at total personnel costs, which includes overhead.
- B. Travel Per/Diem (If Applicable) - summarize all estimated travel costs of project staff and the cost of food and lodging for the project staff required for the on-site work required under the Scope of Services.
- C. Printing/Reproduction –list the costs of printing and reproducing all required reports and procedural material must be specifically identified and summarized.
- D. Miscellaneous – Include all direct and indirect costs associated with the performance of this contract. List any category of costs, tasks or subtasks not identified in response to the above paragraphs must be specifically identified and summarized in this section.

The contractor will prepare and submit remittance upon completion of each task, an invoice for payment for fee(s) earned as service provider. (Response to this proposal should include a format of the contractor's invoice for payment). The budget for the Scope of Work outlined should be inclusive of all costs and no additional funds will be awarded.

APPENDIX C: CERTIFICATION

The undersigned has carefully examined the Request for Proposal documents pertinent to the referenced services, and further, being familiar with all other conditions affecting this proposal, hereby agrees to furnish all labor, materials, equipment, etc., required to complete said services outlined in the specifications and other documents at the prices quoted on the Proposal Form.

By signature the agency official certifies that the agency will comply with,

- a. Federal regulations as set forth in 24 Code of Federal Regulations (CFR) part 91 regarding the Consolidated Plan
- b. comply with all Federal, State and local statues and codes as may be applicable to the scope of work detailed herein, including all labor laws,
- c. all terms and conditions set out in this RFP,
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- e. that the offers will remain open and valid for at least ninety (90) days from the submission deadline of June 16, 2014.

By signature on the proposal, responder's also certify that programs, services, and activities provided to the general public under the resulting contract are in conformance with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any responder fails to comply with terms [a] through [e] of this paragraph, the City of Gastonia reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

AGENCY/FIRM

PRINTED NAME/TITLE

AUTHORIZED SIGNATURE/DATE

MAILING ADDRESS

CITY

STATE

ZIP

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

APPENDIX D: SAMPLE PROFESSIONAL SERVICE AGREEMENT

**STATE OF NORTH CAROLINA
COUNTY OF GASTON**

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT entered this ____ day of _____, 2014 by and between the City of Gastonia (herein called the "City") and _____ (herein called the "Consultant");

WITNESSETH:

WHEREAS, the City has determined that it needs the professional services of a consultant to work with the City's Housing and Neighborhoods Division to achieve its administrative requirements of the Consolidated Plan and Annual Action Plan;

WHEREAS, Consultant is willing to provide, on such terms and conditions as are hereinafter provided, technical assistance to the Client utilizing her knowledge and expertise to provide for administration of housing rehabilitation services within the Consortium area as designated in the scope of services;

WHEREAS, the City is the recipient of a Community Development Block Grant ("CDBG") and a HOME Investment Trust Fund ("HOME") from the United States Department of Housing and Urban Development ("HUD") and as a condition of said grants, the City administers the funds that HUD provides to implement and maintain activities designated as eligible by HUD;

WHEREAS, the performance of the professional services described herein shall assist the City's Housing and Neighborhoods Division in meeting its goals of providing a five-year Consolidated Plan which outlines its housing and community development needs for submission to the U.S. Department of Housing and Urban Development;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The Consultant shall act as a technical advisor for administration of the Consolidated Plan to ensure that all activities meet HUD regulations according to 24 CFR Part 570 Community Development Block Grant Entitlement Program Regulations and 24 CFR Part 92 HOME Investment Partnerships Program Final Rule. As technical advisor, the consultant will assist the City's Housing and Neighborhoods Division to review and update all program files for housing rehabilitation for complete rehabilitations, emergency

repairs/urgent repairs, water/sewer activities and program files for new housing construction and in addition will:

Contractor will provide services which consist of the Scope of Services as outlined in the Request for Proposal, and is attached as **Appendix A**, and incorporated herein by reference in its entirety.

The Consultant shall make on-site visits to provide information and to gather data/information in order to ensure the completion of each case file.

2. TIME OF PERFORMANCE

The Consultant shall commence services for the City effective _____, 2014 and ending on _____, 2015, or until all such technical assistance is provided as needed;

3. COMPENSATION

Compensation for services provided under this agreement shall not exceed \$_____. Compensation shall be paid based upon the attached fee schedule at time of task completion. Payment shall be made monthly based upon documentation of hours and presentation of an invoice to the City.

4. INSURANCE

Contractor's liability for damages of any kind due to breach of contract or warranty, error, omission or professional negligence or any tort shall be as set forth in Appendix A, or the limits of its Professional Liability Insurance, whichever is greater. Contractor represents that it and its employees and consultants employed by it, is and are protected by Workers Compensation Insurance, and that it has such coverage under public liability and property damage commercial insurance policies as set forth in **Appendix E** to protect itself from claims arising from services performed by it under this Agreement. Certificates in evidence of policies of insurance will be provided to City upon request.

5. LIABILITY AND INDEMNIFICATION

Consultant agrees to indemnify City from any claims, damages, losses, and costs, including, but not limited to, attorneys fees and litigation costs, arising out of claims by third parties for property damage, bodily injury, or other loss, caused solely by the negligence or willful misconduct of Consultant, Consultant's employees, affiliated corporations, officers, and subcontractors in connection with this contract.

5. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and shall undertake performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. City shall have no right to supervise methods used by Consultant; but City shall have the right to observe such performance.

6. TERMINATION

This Agreement may be terminated by the City upon thirty- (30) days written notice in the event of substantial failure by the Consultant to perform in accordance with the terms hereof. In the event the Agreement is terminated for such failure, the City shall have no further obligations pursuant to this agreement.

City shall have the right to terminate this Agreement for City's convenience upon written notice to Consultant, and Consultant shall terminate performance of Services on a schedule acceptable to City. In the event of termination for City's convenience, City shall pay Consultant for all services performed plus reasonable termination expenses as shall be agreed upon by both parties.

7. NOTICE

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO CONSULTANT:

TO CITY:

City of Gastonia
Housing and Neighborhoods Division
PO Box 1748
Gastonia NC 28053-1748

Nothing contained in this Article shall be construed to restrict the transmission of routine communication between representatives of Consultant and City.

8. GOVERNING LAW

This Agreement shall be governed by the laws of the State of North Carolina.

9. ENTIRE CONTRACT

This Contract includes the entire Agreement between the parties hereto and no previous written or oral terms or agreements between the parties shall have any controlling effect.

10. ASSIGNMENT

Consultant shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of City. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist Consultant in the performance of the Services to be rendered.

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IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

CITY OF GASTONIA

By: _____
City Manager

ATTEST:

City Clerk

By: _____
Consultant

ATTEST:

APPROVED AS TO FORM:

Legal Department
City of Gastonia

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STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 20 ____.

Notary Public

My Commission Expires: _____

APPENDIX E: Insurance Requirements

Contractor shall maintain insurance not less than the following: **Commercial General Liability**, covering

- Premises/operations
- Products/completed operations
- Broad form property damage
- Contractual liability
- Independent contractors, if any are used in the performance of this contract
- Projects requiring the contractor to provide consulting services from architects, engineers or other technical areas of expertise will require professional liability insurance of at least \$1,000,000 for each claim.
- City of Gastonia must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by RFP blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- Combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$3,000,000 per year Automobile Liability Insurance, covering owned, hired, leased/rental or borrowed vehicles, employee vehicles, if used in performance of this contract
- In addition, the certificate must include employers' liability insurance (workers compensation) in accordance with statutory requirements with limits of not less than \$100,000 for each accident.
- When the contractor and/or his employees have access to monies or properties of the City, the contractor will provide a fidelity bond at a limit of not less than \$50,000 (depending on where the contractor will be working).
- Insurance shall be evidenced by a certificate providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- In addition, the contractor must indemnify and save harmless the City of Gastonia, its officers, agents, and employees from any claims arising out of any work performed for the City or on City property.
- Certificates shall be addressed to:
City of Gastonia, North Carolina
Attention: HUD Compliance Officer
Housing & Neighborhoods Division
PO Box 1748
150 S. York Street 2nd Floor
Gastonia, NC 28053-1748
- Both the insurance certificate and the additional insured endorsement must be originals and must be approved by the city staff before Contractor can begin any work under this contract.

***APPENDIX F: Guidelines for Preparing a Consolidated Plan Submission
for Local Jurisdictions***

This information may be listed as a separate attachment. You may also visit the following website to obtain this resource material:

www.hud.gov/offices/cpd/about/conplan/toolsandguidance/guidance/doc/local_guidelines.doc.

CITY OF GASTONIA
HOUSING AND NEIGHBORHOODS DIVISION
PO BOX 1748 * 150 S. YORK STREET* GASTONIA, NC 28053-1748
(704) 866-6752

-END-

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