

24 CFR 85.3 Federal Contract Requirement Checklist

Project Name: A-03 Internal Auditor Vendor: Weaver & Tidwell, LLP			
Compliant	Not Compliant	Not Applicable	Check "Compliant" OR "Not Compliant" OR "Not Applicable" box for each Contract Provision
✓			(1) 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. (Contracts more than the simplified acquisition threshold, currently \$150,000).
✓			(2) Termination for cause and for convenience by the Non-Federal entity including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).
		✓	(3) Federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
		✓	(4) Construction Contracts in excess of \$2,000 must include a provision for compliance with the Davis Bacon Act as supplemented by Department of Labor regulations.
		✓	(5) Construction Contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations.
		✓	(6) Contract Work Hours and Safety Standards Act: Contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations.
✓			(7) Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
✓			(8) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
✓			(9) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
✓			(10) Debarment and Suspension. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689.
✓			(11) Byrd Anti-Lobbying Amendment – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
✓			(12) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
✓			(13) Clause granting HUD and other federal agencies access to records
✓			Does not contain cost plus language as stated in 2 CFR 200.323(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
✓			Contracting with small and minority businesses, women's business enterprises, labor surplus area firms, and historically underutilized businesses. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, labor surplus area firms, and historically underutilized businesses are used when possible. 2 CFR 200.321
Signature		<i>Randy C Brink</i>	
Date		DEC. 27, 2021	
Representative Name: City of Moore Attorney's Office		RANDY C. BRINK	
Title		CITY ATTORNEY	

CONTRACT



BETWEEN THE CITY OF MOORE, OKLAHOMA AND WEAVER &TIDWELL, L.L.P FOR PROFESSIONAL SERVICES

Preamble

This Contract is entered into between the City of Moore, Oklahoma (“the City”), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and Weaver & Tidwell, L.L.P (“Consultant”), a proprietorship, with principal offices at 101 Park Avenue, Suite 1300, Oklahoma City, OK 73102;

WHEREAS, the Consultant has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party’s contract;

Section 1: Term and Termination

- 1) The term of the contract shall be from January 17, 2022 through January 17, 2023;
- 2) The term may be extended in increments of one year for up to three years from the initial Contract date upon the written agreement of the City and the Consultant;
- 3) The Contract may be terminated in whole or in part as follows:
 - (a) By the City of Moore, if a Consultant fails to comply with the terms and conditions of a Federal award;
 - (b) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the

parties. In the event of termination, Consultant shall be paid for the work performed up to the date of termination. The City shall be entitled to all consultant work up to the date of termination;

- (c) By the City of Moore with the consent of the Consultant, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (d) By the Consultant upon sending to the City of Moore written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City of Moore or HUD determines in the case of a partial termination that the reduced or modified portion of the contract will not comply with needs of the City of Moore as it relates to the Federal award or sub-award and it will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the contract in its entirety.
- (e) When a Federal award is terminated or partially terminated, the City of Moore and the Consultant remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

4) The Contract may be amended as provided for in Section 8: Modification or Amendment

Section 2: Scope of Services

GENERAL

- 1) The services will be performed in accordance with the American Institute of Certified Public Auditors (AICPA), Statement on Standards for Consulting Services NO.1. Under these standards, Consultant will also follow the requirements of the Generally Accepted Auditing Standards of the (GAAS) and Generally Accepted Government Auditing Standards (GAGAS) along with the Standards for the professional Practice of Internal Auditing and the Code of Ethics contained in the Professional Practices Framework, as promulgated by the Institute of Internal Auditors (Page 5 of Proposal).

- 2) Consultant will provide internal audit services related to the \$52.2 million in CDBG-DR funds received from the City of Housing and Urban Development (“HUD”). During the term of this engagement, two audits per year will be performed (it is estimated each internal audit to take approximately 12 weeks to perform);
- 3) In the performance of the internal audit services, Consultant will utilize Federal Register notices as issued, HUD, CDBG-DR, and applicable cross cutting federal requirements in the performance of its services as well as applicable local, State, and Federal rules, laws, regulations, ordinances, and policies;
- 4) Before performing the first semi-annual internal audit Consultant will:
 - a) Work with the City to lay the foundation for the audit, working with the City to establish the scope and develop a mutually agreeable schedule and staffing assignments.
 - b) Consultant will examine and understand the CDBG project activity that has occurred since the last audit, meet with management and to determine project status, identify key areas of risk within active and recently closed projects, and inquire about any known concerns or deficiencies associated CDBG projects or processes.
 - c) Consultant will review prior audit programs and results, as applicable.
 - d) To determine the appropriate coverage and procedures for each semi-annual audit, Consultant will perform a project level risk assessment to identify the critical failure points, focus points, and key controls in place. Consultant will consider the key attributes of compliance for projects that are active and closed during the audit period. This process includes understanding and examining contracts, policies, and procedures, application reviews, etc.
 - e) Where possible, Consultant will look for opportunities to combine any related audit areas to increase the efficiency of the audit. Based on the information gathered, Consultant will develop the detailed audit program;
- 5) Based on the internal audit plan developed for each semi-annual internal audit, Consultant will perform additional inquiries with City staff and request documentation to evaluate the controls in place, which help mitigate risks identified as part of the scope of work.
- 6) Reports will be developed to provide the results of the activities performed for the semi-annual internal audits. The reports will include an overview of the activities performed, the applicable standard evaluated against (if applicable), testing performed, issues identified, improvement recommendations, and strengths observed.

- 7) As a result of each semi-annual internal audit, Consultant will meet with the City to discuss the draft internal audit report and obtain the City’s feedback and management action plans prior to finalizing the report for distribution.
- 8) The following deliverables will be provided to the City during this engagement:
 - a) Annual risk assessment which will include projects and activities performed as part of the grant program.
 - b) For the internal audits performed, a report will be developed which will include the results of the work performed, findings and recommendations for improvement, management action plans, and strengths observed.
- 9) Fees, Timing, and Other Services:

The total fees for this engagement to perform semi-annual internal audits will be no more than \$62,370 and are based on the following hourly billing rates:

<u>Position</u>	<u>Hourly Rate</u>
Engagement Partner	\$350
Technical Review Partner	\$350
Partner – SME – Business Processes	\$350
Partner – SME – Grant Administration	\$350
Partner – SME - IT Processes	\$350
Senior Governance Consultant	\$260
Manager	\$195
Senior Associate	\$160
Associate	\$125

Fees for this engagement will be billed monthly as the work progresses for fees accrued by Consultant since the last invoice in performing services. See [Section 5: Invoice and Payments](#) in this contract.

Section 3: General Terms and Conditions

Laws and Regulations

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14AU.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:
- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 32262 published May 29, 2013
- (i) HUD Federal Register Notice at 78 FR 45551 published July 29, 2013
- (j) HUD Federal Register Notice at 78 FR 46999 published August 2, 2013
- (k) HUD Federal Register Notice at 78 FR 52560 published August 23, 2013
- (l) HUD Federal Register Notice at 78 FR 69104 published November 18, 2013
- (m) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (n) HUD Federal Register Notice at 79 FR 17173 published March 27, 2014
- (o) HUD Federal Register Notice at 79 FR 31964 published June 3, 2014
- (p) HUD Federal Register Notice at 79 FR 40133 published July 11, 2014
- (q) HUD Federal Register Notice at 79 FR 60490 published October 7, 2014
- (r) HUD Federal Register Notice at 79 FR 62182 published on October 16, 2014
- (s) HUD Federal Register Notice at 80 FR 1039 published on January 8, 2015

- (t) HUD Federal Register Notice at 80 FR 17772 published on April 2, 2015
- (u) HUD Federal Register Notice at 80 FR 26942 published on May 11, 2015
- (v) HUD Federal Register Notice at 80 FR 51589 published on August 25, 2015
- (w) HUD Federal Register Notice at 80 FR 72102 published on November 18, 2015
- (x) HUD Federal Register Notice at 81 FR 7567 published on February 12, 2016
- (y) HUD Federal Register Notice at 81 FR 36557 published on June 7, 2016
- (z) HUD Federal Register Notice at 81 FR 54114 published on August 15, 2016
- (aa) HUD Federal Register Notice at 82 FR 9753 published on February 8, 2017
- (bb) HUD Federal Register Notice at 82 FR 36812 published on August 7, 2017
- (cc) HUD Federal Register Notice at 82 FR 61320 published on December 27, 2017
- (dd) HUD Federal Register Notice at 82 FR 4836 published on February 19, 2019
- (ee) The applicable laws of the State of Oklahoma; and
- (ff) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (gg) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix II

Federal Changes

Consultant shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Consultant. The City of Moore shall provide the Consultant direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Consultant’s failure to comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

Assignability

The Consultant shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Access to Records

The Consultant agrees that the U.S. Department of Housing and Urban Development (“HUD”), the Inspectors General, the Comptroller General of the United States, the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Consultant which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Consultant’s personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

Record Retention Requirements

The Consultant agrees financial records, supporting documents, statistical records, and all other Consultant records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose any other record retention requirements upon the Consultant. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Consultant is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.
- (d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Consultant. Reference: (2 CFR 200.333)

Remedies for Noncompliance

If a Consultant fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the Consultant or more severe enforcement action by HUD or City of Moore.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

Breaches and Dispute Resolution

- (a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Consultant mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Consultant and the Consultant shall abide by the decision.

- (b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Consultant shall continue performance under this Contract while matters in dispute are being resolved.
- (c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.
- (d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Consultant arising out of or relating to this Contract or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction in Cleveland County, Oklahoma.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Consultant shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.
Reference: 49 CFR Part 18

Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42

U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Consultant agrees to comply with any implementing requirements HUD may issue.

- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements HUD may issue.
- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

Civil Rights

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In

addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.

- 2) The Consultant agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Conflict of Interest

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

Copyrights

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright

in any work developed under the Contract, and to any rights of copyright to which a Consultant or Sub-Consultant purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

Byrd Anti-Lobbying Amendment

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

Debarment and Suspension

The Consultant certifies by entering into this Contract that neither it nor its principals nor any of its subConsultants are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant certifies that it has verified the state and federal suspension and debarment status for all subConsultants receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subConsultant. The Consultant shall immediately notify the State if any subConsultant becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subConsultant for work to be performed under this Contract.

Reference: Executive Orders 12549 and 12689; 2 CFR 180.220; 2 CFR 200 Appendix II

Environmental Requirements

Clean Air

1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 etseq. The Consultant agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

Clean Water

1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Consultant also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

Recycled Products

The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

Patent rights

1.) The Consultant agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Consultant elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

2.) The Consultant agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Consultant each subject invention made under contract in order that the Consultant can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Consultant shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

3.) The Consultant will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4.) The Consultant agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

Subcontracts:

5.) The Consultant will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subConsultant will retain all rights provided for the Consultant in this clause, and the Consultant will not, as part of the consideration for awarding the subcontract, obtain rights in the subConsultant's subject inventions.

6.) The Consultant will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subConsultant, and the Consultant agree that the mutual obligations of the parties created by this clause constitute a contract between the subConsultant and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The Consultant, if subConsultants are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Section 4: Insurance

Insurance Requirements

The Consultant assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Consultant's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Consultant or any of its agents or employees. In this connection, the Consultant shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence

Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
Workers' Compensation	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable	
Employer's Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of any Work Order.

Section 5: Invoices and Payment

Invoices

The City agrees to pay the Consultant for services rendered on the following schedule, terms and conditions:

- 1) The Consultant agrees that the labor costs for technical services shall be defined as the Unit Prices contained in [Appendix A](#);
 - a) All labor costs shall be supported by documentation of hours expended against the contract to the nearest quarter hour.

- 2) The parties agree that the expense costs for any site visits, printing expenses, or travel expenses, shall be invoiced and paid by the City as expenses are incurred. All expenses shall be supported by receipts.
- 3) The Consultant agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in Appendix C at the time of the Invoice;
- 4) The Consultant shall be permitted to invoice the City once each month during the contract period for reimbursement of labor and expenses incurred.
- 5) For an Invoice to be considered "properly submitted":
 - a) The Invoice must be complete, accurate, have all required documentation; be signed and dated; and
 - b) Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

Payments

- 1) The City agrees to make full payment of any "properly submitted" invoice within thirty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Consultant.
- 3) All Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated to receive payment.

Adjustments to Rate Schedule

- 1) The Unit Prices defined in Appendix A may be adjusted once per year on the contract anniversary date.
- 2) The Consultant will propose rate adjustments to compensate for cost increases in materials, fuel, insurance etc. These material adjustments must be documented to the full satisfaction of the City of Moore.

- 3) If the Consultant and the City of Moore cannot agree on the amount of rate adjustments, the Consultant or the City of Moore may elect to terminate the contract as provided for in [Section 3: Termination](#)
- 4) If the parties elect to terminate the Contract, the Consultant shall be bound to complete any audits currently under development at the current contract rates for a term of no longer than 90 days at the discretion of the City of Moore.

Section 6: Proprietary Information

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act.

Section 7: Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 8: Modification or Amendment

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 9: Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

Section 10: Notifications

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:
Project-Grants Manager
Capital Planning and Resiliency
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: Weaver & Tidwell, L.L.P.:
Weaver & Tidwell, L.L.P
Attn: Brandon Tanous
101 Park Avenue, Suite 1300
Oklahoma City, OK 73102

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below,

The City of Moore:

Glenn Lewis
Glenn Lewis, Mayor

Date: 1-18-22

Vanessa Kemp
Vanessa Kemp, City Clerk

Randy Brink
Randy Brink, City Attorney



Weaver & Tidwell, L.L.P.

Brandon Tanous
Brandon Tanous, CIA, CFE, CGAP, CRMA | Partner, Risk Advisory Services

Date: 1/5/2022

APPENDIX A: UNIT PRICES

<u>Position</u>	<u>Hourly Rate</u>	
Engagement Partner	\$350	
Technical Review Partner	\$350	
Partner – SME – Business Processes	\$350	
Partner – SME – Grant Administration	\$350	
Partner – SME - IT Processes	\$350	
Senior Governance Consultant	\$260	
Manager	\$195	
Senior Associate	\$160	
Associate	\$125	
<u>Expense</u>	<u>Limitation</u>	<u>Notes</u>
Per Diem	Federal Per Diem rate for Moore, OK	¾'s of Federal Per Diem for travel day to the site, and travel day from the site. No receipt required
Mileage	Current Federal Mileage Rate	Current Federal Mileage Rate to and from local airport. No receipt required
Lodging	Federal Per Diem rate for Moore, OK	Supported by receipt
Airfare	Round-trip coach at cost	Supported by receipt
Car Rental	Full size or less at cost	Supported by receipt
Taxi/Train/Bus fare	At Cost	Supported by receipt
Gas for Rental Car	At Cost	Supported by receipt
Tolls	At Cost	Supported by receipt
Parking	At Cost	Supported by receipt
Conference Calls	At Cost	Supported by receipt
Incidental Costs: Printing, etc	At Cost	Supported by receipt

APPENDIX B: SUB-CONSULTANTS

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APPENDIX C: Section 3/MBE/WBE Report

The Section 3, Minority Business Enterprise (MBE), Women Business Enterprise (WBE) Report is required for all consultants who, in the response to the original Request for Proposals, provided certification ([see VDR 03 – F1](#)) of Section 3, MBE or WBE status, and/or who stated an intent to utilize a certified Section 3, MBE or WBE ([see VDR 03 – F2](#)). The report is filed with each invoice.

Section 3/MBE/WBE Report				
Total Amount of Invoice	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the contract should the representation of fact be false.

Consultant Name	
Work Order/Task	A-03, Internal Auditor
Order Number	
Invoice Period	
Signature	
Printed Name	
Position	
Date	