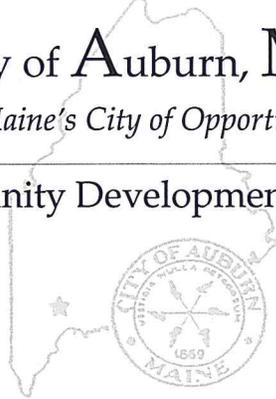


City of Auburn, Maine  
*"Maine's City of Opportunity"*  
Community Development Program

The image shows the official seal of the City of Auburn, Maine, which is circular and features a star, a plow, and a sheaf of wheat, with the text "CITY OF AUBURN" and "1859" around the perimeter. To the left of the seal is a faint outline of the state of Maine.

June 26, 2014

Dear Consultant:

The City of Auburn is accepting proposals for consulting services to develop the Auburn-Lewiston Consortium Consolidated Plan. The City reserves the right to accept or reject any or all proposals in whole or in part, and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers requests for proposals as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of consultant.

Bid packages will be available beginning on Thursday, June 26, 2014. Documents can be obtained electronically on the City of Auburn's website.  
<http://www.auburnmaine.gov/Pages/Government/Bid-Notices>

Questions regarding this Request for Proposals should be directed to Reine Mynahan, Community Development Director, at [rmynahan@auburnmaine.gov](mailto:rmynahan@auburnmaine.gov) or telephone 207-333-6601 ext. 1330.

Please submit 3 copies of your proposal to the City of Auburn by 4 pm on Friday, July 18, 2014, and mark envelopes plainly **#2014-044 Consolidated Plan Consulting Services**. The City will not accept late proposals.

Sincerely,  
  
Reine Mynahan  
Community Development Director

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## I. INTRODUCTION AND OVERVIEW

The Cities of Auburn and Lewiston (the Cities) received an “entitlement” designation for Community Development Block Grant funds in 1974. These funds are used for a number of loan programs to promote housing and economic development. Funds have also used for public facilities and improvements, as well as for social services.

The Department of Housing and Urban Development (HUD) requires recipients of its grant funds to prepare formal plans as a condition of receiving federal funds. These plans are intended to encourage communities to allocate federal resources to address local needs and market conditions.

In the coming months the Cities will be developing a Consolidated Plan (ConPlan). The ConPlan is a fact-based analysis of local housing needs that reflects the incidence and severity of housing problems among different segments of the population, as well as the need for expanded economic opportunities and improved quality of life for low to moderate income households. The ConPlan articulates priorities for addressing the needs that have been documented and defines strategies and activities linked to these priorities. Community representatives will have opportunities to help shape the development of priorities and strategies. The process is intended to assist with coordination among relevant agencies in both planning and implementation. The Cities work closely with their respective housing authorities on housing matters.

Through a collaborative process, the ConPlan effort enables a community to establish a unified vision for community development actions. The ConPlan will cover affordable housing and homelessness, adequate infrastructure, fair housing, protection of the environment, quality of life, and economic growth coordinated with human development. The ConPlan will identify program goals, specific objectives, goals and benchmarks for measuring progress as well as identifying performance measures.

The ConPlan will cover a five-year period July 1, 2015 to June 30, 2020. Minimum requirements in support of the ConPlan include a citizen participation effort, a 30-day public review and comment period and consultation with social service agencies during the preparation of the plan. The ConPlan will be submitted to HUD in May 2015. Appendix A provides a schedule of activities and deadlines.

HUD has issued federal regulations for development of ConPlans: Consolidated Submission for Community Planning and Development Programs, 24 CFR Part 91. Guidelines for preparing a ConPlan have also been issued by the HUD. More information about the Consolidated Plan is available on the following HUD web site [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/about/conplan](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/about/conplan)

The Cities previous ConPlans (2010-2014) are also available on the respective Cities’ web sites. City of Auburn at <http://www.auburnmaine.org/> select City Departments, Community Development, Planning, 2010-14 Consolidated Plan; and for City of Lewiston at <http://www.lewistonmaine.gov/DocumentCenter/Home/View/151>.

## II. REQUEST FOR PROPOSALS

The Cities are requesting proposals for consulting services to facilitate citizen participation, research, analysis, develop narratives, complete forms to develop each City's respective plan. The Community Development offices will lead the consolidated planning effort and submission process. Reine Mynahan will coordinate the preparation of activities and will be the contact person for the City of Auburn and Lincoln Jeffers will represent and be the contact person for the City of Lewiston.

Questions regarding this Request for Proposals should be directed to Reine Mynahan, Community Development Department, 60 Court Street, Auburn, Maine telephone 333-6601 ext. 1330.

## III. INSTRUCTIONS

Consultants wishing to be considered shall comply with all instructions included herein. In addition, all prospective consultants shall comply with federal requirements contained in Part V of this document.

### A. Eligible Consultants

Consultants will demonstrate their ability to carry out the assignment, that all persons to be assigned have the skills necessary to complete the work, and have expertise in planning and an understanding of housing markets.

### B. Proposal Format

Proposals shall contain the following information:

1. Name and address of all firms involved in the project (including subcontractors);
2. History and size of firm;
2. Name(s) of principal(s) in the firm(s);
3. Name, business address and telephone number, resume of all responsible personnel participating in this appraisal, and specify principal to be in charge;
4. A description of services to be provided;
5. Detailed breakdown of costs by tasks and include budget for direct expenses;
4. Hourly rates to be charged for additional services;
5. IRS employer ID number of consultant(s) and Duns number;
6. Relevant project experience;
7. Submit an example of a document researched and written by the consultant. The Cities understands that some consultants may not have

experience in developing a ConPlan. The most similar document to a ConPlan will be acceptable.

8. Three references;
9. Listing of subcontractors who would be engaged by the Consultant for this project and their qualifications, if any.

**C. Receiving Proposals**

Proposals will be received by the Purchasing Agent/ Facilities Manager until **4:00 p.m., Friday, July 18, 2014** at the office of Financial Services, Auburn Hall, 60 Court Street, Auburn, Maine after which time all further proposal submissions will be refused by the City. Four proposals should be delivered in an envelope that is marked "**#2014-044 Consolidated Plan Consulting Services**".

**D. Withdrawal of Proposals**

Any consultant may withdraw its proposal prior to the execution of a contract for services.

**E. Contract Performance**

The work will begin August 18, 2014 and will be complete by May 8, 2015.

**F. Collusive Agreements**

Each consultant submitting a proposal to the City for this contract shall state that the proposal is made without any connection with any other consultant making any proposal for the same work; and that no person acting for, or employed by the City of Auburn or City of Lewiston, is directly or indirectly interested in the proposal or in any contract which may be entered into which the proposal relates, or in any portion of the profits therefrom.

**G. Conflict of Interest**

The consultant shall certify that neither the consultant's firm nor its employees has any interest, financial or otherwise, beyond that which is to be specified.

**H. Prohibition Against Payments of Bonus or Commission**

The consultant shall not pay any bonus or commission for the purpose of obtaining the City's approval to receiving a consulting services contract.

## **I. Insurance**

The City will require that the Consultant have insurance during the term of the contract as follows:

- Statutory Workers Compensation
- General Liability: \$1,000,000 minimum
- Automobile \$1,000,000 minimum
- Employers Liability Insurance \$1,000,000 minimum

Consultants will name the City of Auburn and Lewiston as an additional insured under its policies and will provide a Certificate of Insurance with provisions for a thirty-day cancellation notice to the both Cities.

## **IV. SELECTION PROCESS**

The selection of a consultant will be based on the proposal that best serves the interests of the Cities by providing the maximum value and effectiveness. The Cities will take into consideration the cost, the ability of the consultant to carry out the work in the allotted time, the firm's history of performance on similar or previous projects, and recommendations and opinions from firm's previous clients. The Cities reserve the right to reject any or all proposals, or to waive any irregularities.

Interviews of consultants may be conducted prior to awarding a contract. If required, interviews will be conducted on July 22 or July 24. If a Consultant is not available either on those dates, then the interview process will be scheduled the following week.

## **V. COMPLIANCE WITH FEDERAL REGULATIONS**

The consultant will be required to comply with all applicable federal regulations, standards and laws of the Community Development Block Grant Program including: OMB Circulars; Civil Rights Act of 1964; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; and Section 109 of the Housing and Community Development Act of 1974.

## **VI. TASKS OF THE CONSULTANT**

### **A. Consolidated Plan Template**

In 2001, the Cities formed a consortium with the City of Auburn as the lead agency to receive HOME Investment Partnerships Program funds. The consortium was formed to meet the funding threshold for HOME funds.

In 2010-14 each City submitted a separate hard copy ConPlan to HUD. With the introduction of eCon Planning Suite, the requirements for consortiums have changed. The lead agency's plan will now cover most of the needs assessment, market analysis and lead sections from a regional concept—see template in Appendix B. The City of Lewiston will produce a separate plan as a “participating grantee” that includes all other sections. For citizen participation purposes, both Cities will produce a standalone plan. Once submitted, the two plans will be merged into one as it is submitted to HUD.

Appendix B provides a description of narratives required in the ConPlan. Consultants who wish to see more details on the requirements in the Needs Assessment, Market Analysis, and Strategic Plan sections may contact Reine Mynahan. A file showing the narrative requirements will be emailed to you upon request.

## **B. Citizen Participation**

Each City will form a separate advisory committee to assist with the development of their ConPlan. Community Development staff wants a dynamic and effective citizen participation effort. The Consultant will provide guidance for the entire participation process, assist with meeting planning, prepare and present materials. Community Development staff seeks creative ways to help participants understand housing markets, social issues, and public improvement needs, and to assist with identifying and selecting priorities.

City of Auburn: The City of Auburn's theme for the citizen participation will be “strong neighborhoods”. Citizen participation will included at least five meetings during the months of October through January with the Citizens Advisory Committee (CAC), three additional public meetings, one in each of the Downtown, New Auburn and Union Street Target Areas for neighborhood input, and 2 meetings in the month of February to set priorities and develop strategies.

City of Lewiston: The City of Lewiston will continue its focus on utilizing CDBG Funds to consider housing, physical environment, quality of life and economic opportunities of residents. Citizen participation will included at least five meetings during the months of October through January with the Citizens Advisory Committee (CAC), and three meetings in the month of February to set priorities and develop strategies. The broader community and elected/appointed leadership will be invited to participate in these meetings.

Both Cities: One of the requirements of the ConPlan is consultation with social service agencies. We anticipate holding one consultation for both Cities for homeless as well as with other social service providers. Further, the Cities will work with Bates College to develop and administer a survey instrument to measure the neighborhood's perceptions of the concerns and needs of the target areas. The results of this additional input will be considered by the CAC when setting priorities.

### **C. Research, Analysis, and Development of Narratives/Forms for the ConPlan**

The eCon Planning Suite was developed by HUD to make the data collection and analysis process easier. eCon Planning Suite is a collection of online tools to help create market-driven plans. HUD has pre-loaded some of the data that will be utilized in the analysis and narratives. The Consultant will secure any other data not supplied through the eCon Planning Suite. Where no data is provided, the Consultant will utilize the most current data available.

One of the tools in the eCon Planning Suite is the CPD Maps website. (see eCon Planning Suite and CPD Maps at <https://www.onecpd.info/consolidated-plan/econ-planning-suite/> and/or <https://www.onecpd.info/resources/documents/Data-Driven-Planning-Guide-CPD-Maps.pdf>) CPD Maps offers a large amount of data in a way that is easy to access. The website allows for easy search, query, and displays information to identify trends and analyze the needs of the community. The mapping tool is intended to help gain a deeper understanding of affordable housing and community development needs to be able to better target priorities, target resources, and track outcomes. This tool will be available to the Consultant and the Citizen's Advisory Committee, and will be used during citizen participation meetings. The Consultant will be expected to become familiar with the tool and maps prior to commencing the citizen participation meetings.

Writing the ConPlan will be accomplished on line in HUD's Integrated Disbursement and Information System, a management information system. The Consultant will be provided with a special clearance by HUD to enter into the Cities' accounts to write the plan. The manual for the data entry can be found at [http://www.hud.gov/offices/cpd/about/conplan/pdf/conplan\\_manual.pdf](http://www.hud.gov/offices/cpd/about/conplan/pdf/conplan_manual.pdf)

Many of the narratives will be identical for both Cities. The Consultant is encouraged to use the area's existing studies which include

- 10-Year Plan to Prevent and End Homelessness
- New Auburn Master Plan
- Auburn Road Pavement Condition Report, updated annually by City Engineer Department
- 2013 Bridging the Gaps at <http://www.avcog.org/index.aspx?nid=1067>
- 2013 Comprehensive Economic Development Strategy at <http://www.avcog.org/index.aspx?nid=943>
- Maine State Housing Authority's point-in-time survey at <http://www.mainehousing.org/data/housing-reports-info#PIT>
- Benchmark L-A Data Profiles at <http://www.avcog.org/DocumentCenter/View/1695>
- Analysis of the Impediments to Fair Housing Choice Lewiston Auburn 2013 at <http://www.lewistonmaine.gov/DocumentCenter/View/3910>
- 2009 Downtown Neighborhood Task Force Plan "*The Third Place*" at <http://www.lewistonmaine.gov/ArchiveCenter/ViewFile/Item/811>

- *Legacy Lewiston* – an update to Lewiston’s Comprehensive Plan expected in draft form in fall 2014

#### **D. Assist with Developing the Strategy**

At the conclusion of the research, analysis, and priority-setting phase, the Consultant will assist Community Development staff to develop the strategy with specific objectives.

City of Auburn: The Consultant will also assist staff in developing measuring components associated with the ConPlan that will evaluate the strength of and changes to three neighborhoods. Topics of measurement shall be associated with the goals and objectives of the ConPlan.

City of Lewiston: The Consultant will assist staff in setting goals that will reflect the objectives of the ConPlan that will result in positive changes within Census Tracts 201-204, topics of measurement shall be associated with the goals and objectives of the ConPlan.

#### **E. ConPlan Summary**

Create a readable summary of the ConPlan for public input. The summary will be available on the City’s web site for citizens to provide comments through the internet. The summary will be available mid-March.

#### **F. City Council Presentation**

The Consultant will present to each City Council the draft ConPlan in mid-March.

# APPENDIX A

## 2015-19 CONSOLIDATED PLAN SCHEDULE

<u>ACTIVITY</u>	<u>COMPLETION DATE</u>
Adopt Citizen Participation Plan	April, 2014
Issue Request for Proposals	June, 2014
Receive Consultant Proposals	July, 2014
Recruit Advisory Committee Members	July-August, 2014
Meet with Bates College	August, 2014
Meetings of Advisory Committees	October-November, 2014 January-March, 2015
Workshop with City Council Draft ConPlan and Annual Action Plan/Budget	March 3, 2015 and/or March 17, 2015
Public Notice - ConPlan Availability Comment Period Begins Comment Period Ends	March 24 March 24 April 24
Public Hearing Draft ConPlan and Annual Action Plan/Budget	April 6, 2015
Adoption by City Council	May 4, 2015
Submission Deadline to HUD	May 15, 2015

# APPENDIX B

CITY OF AUBURN  
CONSORTIUM LEAD AGENCY

CITY OF LEWISTON  
PARTICIPATING GRANTEE

Lead Grantee Template	Participating Grantee with CDBG Template
<b>Setup</b>	
AD-25 Administration	AD-25 Administration
AD-50 Verify Grantee/PJ Information in IDIS	AD-50 Verify Grantee/PJ Information in IDIS
AD-55 Verify Grantee/PJ - Program Contacts	AD-55 Verify Grantee/PJ - Program Contacts
<b>Executive Summary</b>	
ES-05 Executive Summary	ES-05 Executive Summary
<b>The Process</b>	
PR-05 Lead & Responsible Agencies	PR-05 Lead & Responsible Agencies
PR-10 Consultation	PR-10 Consultation
PR-15 Citizen Participation	PR-15 Citizen Participation
<b>Needs Assessment</b>	
NA-05 Overview	NA-05 Overview
NA-10 Housing Needs Assessment	Include in Lead Template
NA-15 Disproportionately Greater Need: Housing Problems	
NA-20 Disproportionately Greater Need: Severe Housing Problems	
NA-25 Disproportionately Greater Need: Housing Cost Burdens	
NA-30 Disproportionately Greater Need: Discussion	
NA-35 Public Housing	
NA-40 Homeless Needs Assessment	
NA-45 Non-Homeless Special Needs Assessment	
NA-50 Non-Housing Community Development Needs	

Lead Grantee Template	Participating Grantee with CDBG Template
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<b>Market Analysis</b>	
MA-05 Overview	MA-05 Overview
MA-10 Number of Housing Units	Include in Lead Template
MA-15 Cost of Housing	
MA-20 Condition of Housing	
MA-25 Public and Assisted Housing	
MA-30 Homeless Facilities	
MA-35 Special Needs Facilities and Services	
MA-40 Barriers to Affordable Housing	
MA-45 Non-Housing Community Development Assets	MA-45 Non-Housing Community Development Assets
MA-50 Needs and Market Analysis Discussion	MA-50 Needs and Market Analysis Discussion

<b>Strategic Plan</b>	
SP-05 Overview	SP-05 Overview
SP-10 Geographic Priorities	SP-10 Geographic Priorities
SP-25 Priority Needs	SP-25 Priority Needs
SP-30 Influence of Market Conditions	Include in Lead Template
SP-35 Anticipated Resources	SP-35 Anticipated Resources
SP-40 Institutional Delivery Structure	SP-40 Institutional Delivery Structure
SP-45 Goals	SP-45 Goals
SP-50 Public Housing Accessibility and Involvement	Include in Lead Template
SP-55 Barriers to affordable housing	
SP-60 Homelessness Strategy	
SP-65 Lead based paint Hazards	SP-65 Lead based paint Hazards
SP-70 Anti-Poverty Strategy	SP-70 Anti-Poverty Strategy
SP-80 Monitoring	SP-80 Monitoring

# APPENDIX C



5. Resolution of Disputes

- a. The CITIES will, in the first instance, be the interpreter of the requirements of this Agreement and will make decisions on all claims and disputes between the CITY and CONSULTANT. All decisions are subject to arbitration.
- b. If a dispute arises concerning the provisions of this Agreement or the performance by the parties, then the parties agree to settle this dispute by jointly paying for binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision.

6. Insurance Coverage

Before commencing work, the CONSULTANT shall submit a certificate of insurance providing the coverage specified below. Such insurance shall be carried with financially responsible insurance companies licensed in the State of Maine and approved by a duly authorized representative of the CITIES and shall be kept in force until the work specified under this Agreement has been officially accepted.

- a. The CONSULTANT shall carry or require that there be carried Worker's Compensation Insurance for all his employees and those of his subcontractors engaged in work, in accordance with the Worker's Compensation Laws of the State of Maine.
- b. The CONSULTANT shall carry or require that there be carried General Liability Insurance with a limit of \$1,000,000, Automobile Liability \$1,000,000, and Employer's Liability \$1,000,000 to protect the CONSULTANT and the CITY against claims for injury to, or death of, one or more than one, person and for property damage due to accidents which may occur or result from operations under this Agreement.
- c. The CONSULTANT will name the CITIES as an additional insured under its policies and will provide a Certificate of Insurance with provisions for a thirty-day cancellation notice to the CITIES.

7. Termination of Agreement

If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his or her obligations under this Agreement, or if the CONSULTANT shall violate any of the provisions of this Agreement, the CITIES may upon written notice to the CONSULTANT terminate the right of the CONSULTANT to proceed under this agreement or with such part or parts of the Agreement as to which there has been default, and may hold the CONSULTANT liable for any damages caused to the CITIES by reason of such default and termination. In the event of such termination, any completed reports prepared by the CONSULTANT under this Agreement shall, at the option of the CITIES, become its property and the CONSULTANT shall be entitled to receive equitable compensation for any work completed to the satisfaction of CITIES. The CONSULTANT, however, shall not thereby be relieved of liability to the CITIES for damages sustained by the CITIES by reason of any breach of the Agreement by the CONSULTANT, and the CITIES may withhold any payments from the CONSULTANT for the purpose of setoff until such time as the amount of damages due the CITIES from the CONSULTANT is determined. The CONSULTANT shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond his or her control and without his or her fault or negligence, but this shall not prevent the CITIES from terminating this agreement because of such delay.

8. Changes

The CITIES, by written notice to the CONSULTANT, may modify the scope or quantity of the services to be furnished under this Agreement. If such changes cause an increase or decrease in the amount of services to be provided by the CONSULTANT or in the time required for their performance, equitable adjustment shall be made in the provisions of this Agreement for payments to the CONSULTANT or for the time for performance of the services or for both, and this Agreement shall be modified by agreement of the parties accordingly.

9. Hold Harmless

The CONSULTANT shall indemnify and save harmless the CITIES from liability for any injury or damages to persons or property resulting from his prosecution of work under the Agreement.

10. Agreements Of CONSULTANT

The CONSULTANT agrees that:

a. Facilities and Personnel. The CONSULTANT has and will continue to have proper facilities and personnel to perform the services. If the CONSULTANT proposes to employ any person or persons under this Agreement, the employment of such person or persons for such purpose shall not place the CITIES under any obligation to such employee, nor relieve the CONSULTANT of full responsibility for the faithful performance of the services to be furnished under this Agreement.

b. Assignment. The CONSULTANT 's rights, obligations, and duties under this Agreement shall not be assigned in whole or in part.

c. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the CITIES.

d. Records. The CONSULTANT shall maintain records of all details with respect to the services to be performed under this Agreement for three (3) years after delivering the final work product.

e. Assurance of lobbying prohibition. CONSULTANT hereby assures that none of the fees paid to them will be used to influence or attempt to influence an officer or employee of an 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 contract, the making 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.

f. State/Federal Law. CONSULTANT warrants and represents that its activities under this Agreement shall comply with all applicable federal, state and local governmental ordinances, laws and requirements, including, without limitation, the following, which are hereby incorporated into this Contract by reference and made a part hereof (and which are collectively referred to herein as the "Rules"):

1) Equal Employment Opportunity. During the performance of this agreement:

(a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, or familial status. 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. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.

(b) The CONSULTANT will, in all solicitations or advertisements for Employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

2) all applicable laws, ordinances, regulations, rules, policies, plans, handbooks, procedures, requirements, guidance and interpretations issued by the CITIES and the Department of Housing and Urban Development including any such amendments enacted or issued during the term of this Agreement..

3) all applicable regulations, rules, policies and requirements of the Office of Management and Budget (the "OMB") Circulars, including, but not limited to, OMB Circulars A-73, A-87, A-97, A-102, A-110, A-122, A-133, and any amendments thereto, including generally acceptable practices except as disallowed by federal regulations and policy memoranda made during the term of this Agreement; and

4) the grant provisions and conditions placed on the CITIES by the Department of Housing and Urban Development including any materials and information incorporated therein by reference; and

g. The CONSULTANT shall be responsible for the acts and omissions of all his/her employees and all subcontractors, their agents and employees and all other persons performing any of the work under an agreement with CONSULTANT.

#### 11. Interest

No elected or appointed official or employee of the CITIES and no member of any municipal board or committee which exercises any decision-making functions with respect of the Community Development Programs, shall participate in negotiating or shall exercise any influence in awarding or administering any contract in which he has a direct or indirect pecuniary interest as that term is defined by 30 M.R.S.A. Section 2250.

#### 12. Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13. Successors

This Agreement shall be binding upon and shall inure to the benefit of, the parties, their respective personal representatives, heirs, successors and assigns.

14. Assignment

The CONSULTANT shall not have the right to assign this Agreement, or any rights hereunder, to any person or entity without the express written consent of the CITIES.

15. Notices

Notices under this Agreement to one party by the other party shall be in writing and sent to the following addresses until such time as written notice of a change is given to the other party.

CITIES

CONSULTANT

Reine Mynahan  
City of Auburn  
60 Court Street  
Auburn, ME 04210

16. Applicable Law

This Agreement shall be construed and enforced in accordance with the laws of the State of Maine.

17. Severability

If any provision of the Agreement or its application to any person or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances other than those as to which it is so determined invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Entire Agreement

This Agreement is the entire agreement between the parties with respect to the subject matter and shall not be amended or modified except in a written document signed by the CITIES and CONSULTANT.

19. Captions and Exhibits

Captions are used in this Agreement for convenience only and in no way define, limit, or describe the scope of this Agreement, nor the intent of any provision thereof.

20. Acceptance

This AGREEMENT shall be governed by the laws of the State of Maine and may be modified or amended only by written instrument executed by both the CITIES and CONSULTANT.

IN WITNESS WHEREOF the CITIES and CONSULTANT have executed this AGREEMENT as of the date above written.

**CITIES:**

City of Auburn  
60 Court Street  
Auburn, ME

---

Clint Deschene  
City Manager

City of Lewiston  
27 Pine Street  
Lewiston, ME

---

Edward Barrett  
City Manager

**CONSULTANT:**

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