

**STATEMENT OF WORK
UNDER THE
MASTER SERVICES AGREEMENT NUMBER 14-13
BETWEEN
GUIDEHOUSE INC.
AND
NATIONAL COOPERATIVE PURCHASING ALLIANCE
DATED
DECEMBER 1, 2022**

SOW NO.

This Statement of Work No. 2025-4 ("**SOW**"), effective as of September 24, 2025 (the "**SOW Effective Date**"), by and between Guidehouse Inc. ("**Guidehouse**") and the **City of Little Rock, Department of Housing and Neighborhood Programs** (for purposes of this SOW, "**Client**"), a Public Agency as defined in the Master Services Agreement Number 14-13 between National Cooperative Purchasing Alliance ("**NCPA**"), and Guidehouse, effective as of December 1, 2022 (the "**Agreement**").

NOW, THEREFORE, for and in consideration of the foregoing premises, and the agreements of the parties set forth below, Client and Guidehouse agree as follows:

1. **Scope of Services.**

Guidehouse will provide the following services to Client:

a) **Background and Overview.** Provide 2 Day CDBG- DR Trainings

b) **Services and Activities.** Guidehouse will provide the following services to Client (collectively, the "**Services**"):

2 Day – CDBG- DR Training

- Eligible Activities
- Environmental Review
- Program Implementation
- Davis Bacon
- Technical Assistance as needed

2. **Project Deliverables.**

In accordance with this SOW, Guidehouse will provide the following deliverables to the Client for the City of Little Rock

- i. Training Materials
- ii. Facilitated training sessions

3. **Fees and Expenses.**

This engagement will be performed on a time and material fee basis. For this SOW Client agrees to pay Guidehouse \$17,850.

Task	Hours	Fees
Training prep and delivery (including travel)	90	\$17,850
Total		\$17,850

In the event there are material data integrity issues requiring multiple back-and-forth data validations and requests of additional data pulls, Guidehouse reserves the right to adjust the professional fees shown above through a duly executed amendment to this SOW.

4. **Client Obligations.** For purposes of this SOW, the Client is responsible for the following obligations:

- i. Providing a location for in-person trainings
- ii. Provide necessary technology (projector if needed etc.) to host in-person trainings

5. **Term and Schedule.**

The term of this SOW shall begin on the SOW Effective Date and end when the 2-day trainings are completed (tentative dates are the week of November 17th) or as of December 31, 2026, whichever occurs earlier. (the "Term").

6. **Contact Information.**

<u>Client Project Manager</u>	<u>Guidehouse Project Manager</u>
Salecia Nichols	Dami Kehinde
Community Development Administrator	Director
501-371- 6809	202-258-6313
slnichols@littlerock.gov	dkehinde@guidehouse.com

7. **Additional Legal Terms Applicable to this SOW.**

Limitation on Liability: Notwithstanding the terms of any other provision, the total liability of Guidehouse and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Guidehouse under the applicable SOW. Neither Guidehouse nor Client shall in any event be liable for any indirect, consequential or punitive damages, even if Client or Guidehouse have been advised of the possibility of such damages.

Standard of Care and Performance: Guidehouse agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Guidehouse and its personnel shall exercise reasonable care. Guidehouse cannot guarantee or assure the achievement of any particular performance objective, nor can Guidehouse guarantee or assure any particular outcome for Client or any other person as a result of this Agreement or the performance of the Services. If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Guidehouse agrees that upon prompt written notification from Client prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to Client up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. The foregoing will constitute Guidehouse's sole warranty with respect to the accuracy or completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Intellectual Property: Upon full payment of all amounts due Guidehouse in connection with this Agreement, all rights, title and interest in any information and items, including summaries, documents,

reports and portions thereof Guidehouse provides to Client (the "Guidehouse Deliverables") will become Client's sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable SOW, subject to the exceptions set forth below. Guidehouse shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services ("Guidehouse Property"). To the extent the Guidehouse Deliverables contain Guidehouse Property; Client is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement.

Acceptance: Receipt of a deliverable occurs when the deliverable is provided to the Client. Receipt of services is deemed to occur when the Client receives an invoice from Contractor for those services. Absent written notification of non-acceptance from Client within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that the Client provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by the Client. Within fifteen (15) days of receipt of the Client notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present the Client with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by the Client after comments have been incorporated and the deliverable or service re-submitted. Acceptance by the Client shall not be unreasonably withheld.

8. Incorporation by Reference; Conflict.

This SOW is governed by the terms and conditions of the Agreement. The terms of the Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of the Agreement shall take precedence and control over those of this SOW unless otherwise and specifically agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this SOW and any related exhibits, attachments, or proposals, the terms of this SOW shall take precedence and control over those of the exhibit, attachment, or proposal hereto unless otherwise agreed to in writing by all parties. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be executed (including by facsimile and PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. This SOW may be modified or amended only by a written document signed by both parties. The parties hereto acknowledge having read this SOW and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have each caused this SOW to be signed and delivered by their duly authorized representatives, all as of the SOW Effective Date.

City of Little Rock, Department of Housing and Neighborhood Programs

By: *Salecia Nichols*

Name: *Salecia Nichols*

Title: *Assistant Director*

GUIDEHOUSE INC.

By: *Kajal Patel*

Name: *Kajal Patel*

Title: Partner