City of Bryant Uniform Contract

This Contract made and entered into on the _____ day of _____, 2025 by and between the City of Bryant (hereinafter called "THE CITY"), and Forvis Mazars (hereinafter called "THE CONTRACTOR")

Type of Contract: The contract will be a five (5) year term contract with an anticipated beginning date of September 1, 2025.

Contract may be voided by either party upon thirty (30) days written notice to the other party.

SCOPE OF SERVICE:

THE CONTRACTOR will provide auditing and tax services to THE CITY.

Audit:

THE CONTRACTOR shall be engaged to express an independent opinion on the fair presentation of the City's governmental activities, business-type activities, and aggregate remaining fund information. The Contractor shall further express an opinion on the fair presentation of the City's combining and individual fund financial statements and schedules, in accordance with Generally Accepted Accounting Principles (GAAP).

The CONTRACTOR shall not be required to conduct a separate audit of the supporting schedules contained within any of the reports. However, the Contractor shall issue an "in-relation-to" opinion on such supporting schedules, based on the auditing procedures applied during the audit of the basic financial statements, as well as the combining and individual fund financial statements and schedules.

THE CONTRACTOR shall not be required to audit the introductory or statistical sections of the report.

Project Timeline

- **Onboarding and Transition:** October through November 2025
- **Audit Planning:** December in the current audit year
- **Interim Testing:** January – February following the end of the audit year
- **Final Fieldwork:** April following the end of the audit year
- **Financial Reporting:** Provided prior to June Bryant City Council following the end of the audit year and prior to June 30 for upload to Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (COA) Program

DRAFT

Tax Services:

THE CONTRACTOR shall prepare and submit 1099-NEC, 1099-S, 1099-MISC, and other tax forms as needed to recipients, IRS, and the State of Arkansas. The timeline is based on the due date of these forms. THE CITY will provide necessary information to the CONTRACTOR following the final check run in January via secure link provided by THE CONTRACTOR.

COST OF SERVICES:

Audit Services:

For Audit Year Ending	Total Cost	Govt Cost	Business Cost	SEFA Cost
December 31, 2025	$80,000	$43,000	$28,700	$7,500
December 31, 2026	$84,000	$46,000	$30,100	$7,900
December 31, 2027	$88,200	$48,300	$31,600	$8,300
December 31, 2028	$92,600	$50,700	$33,200	$8,700
December 31, 2029	$97,200	$53,200	$34,900	$9,100

Additional major programs will be billed approximately $7,500 per major program, based on complexity of the program.

Tax Services:

Form Type	Cost Per Form
1099-NEC	$10
1099-MISC	$10
1099-S	$10
Additional Forms	$10

Cost for tax services includes preparation and submission to recipients, IRS, and the State of Arkansas.

Performance Guaranty: THE CITY may terminate this agreement for deficiencies in service by informing THE CONTRACTOR in writing for the precise nature of the service deficiencies, and giving THE CONTRACTOR 30 days to correct the deficiencies. If THE CITY is still dissatisfied with the service at the end of the 30-day probation, the contract will be terminated.

DRAFT

Billing: Invoices shall be delivered to the Finance Department within 30 days of the month billed for. **THE CONTRACTOR must provide copies of their invoices for materials and parts from suppliers when requested.**

Billable work: All work beyond and in addition to the scope of this contract shall be considered billable hours and will require that an estimate for that proposed work be provided to THE CITY representative for consideration and approval obtained prior to work being started. A specific current year Purchase Order (PO) number must be assigned for the work, regardless, the invoice for payment will be submitted within 7 working days after all authorized additional work is completed. An example of a current year PO is 2025009999 for work to be completed in 2025. THE CITY will not be charged additional work for troubleshooting issues related to the scope of services during normal working hours. Downtimes are to be scheduled and kept to an absolute minimum. All repairs shall be completed in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance with all applicable laws, codes and regulations.

Emergency call out service: Emergency call out services are not required of THE CONTRACTOR

Liabilities: THE CONTRACTOR shall hold THE CITY, its officers, elected officials, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret, process, patented or unpatented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his own expense, any and all actions brought against THE CITY because of the unauthorized use of such articles.

Accidents: THE CONTRACTOR will report to THE CITY's designated representative any and all accidents involving any property damage or personal injury immediately following said accident or discovery of accident damage. THE CITY shall be indemnified and held harmless for each accident.

Damages: THE CONTRACTOR and his/her staff will be responsible to protect spaces and finishes and clean up all debris and wipe down surfaces and/or vacuum to leave the space in the same condition as it was prior to starting repairs or conducting maintenance or inspections. THE CONTRACTOR will be responsible for all damages to the facility or contents caused by THE CONTRACTOR or their staff during the performance of their duties.

Qualifications of THE CONTRACTOR: THE CONTRACTOR may be required, before the award, to show to the complete satisfaction of THE CITY that it has the necessary facilities, ability, and financial resources to provide the service or goods specified. In order to perform

DRAFT

work within the Police Department, vendor must have employees complete CJIS training and pass a background check.

Personnel: It is THE CONTRACTOR's responsibility to provide qualified and appropriate level of on-site staffing as needed, provide appropriate tools and vehicles necessary to accomplish all duties outlined in the scope of service during normal hours or after normal working hours. THE CONTRACTOR's services are to be compliant with all Federal, State, CARB, AQMD, OSHA and all other applicable regulatory requirements. Proof of training and qualifications shall be made available within 1 week upon request or the individual(s) removed from the site.

THE CONTRACTOR is expected to use staff that would pass standard security checks for all personnel assigned to work under this contract. THE CITY reserves the right to approve/refuse any employees. If required, THE CONTRACTOR may be required to provide proof of a background check within 1 week upon request or the individual(s) must be removed from the site.

Subcontracting: No portion of the work covered by these specifications may be subcontracted

Tools and Equipment: THE CONTRACTOR shall furnish and maintain all equipment necessary for the scope of services to be provided. THE CITY reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at THE CONTRACTOR's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

Acceptance of Terms: All terms and conditions in this contract are deemed to be accepted by THE CONTRACTOR and incorporated in the contract, except the provision(s) which are expressly excluded by the contract specifications.

DRAFT

City of Bryant MAYOR

Signature: _____

Date:_____

THE CONTRACTOR

Signature: _____

Date:_____