



**PROFESSIONAL SERVICES AGREEMENT**  
(CDBG FUNDING)  
(version 9-29-2021)

This AGREEMENT (“Agreement”) is entered by and between **HR Green, Inc.** (“Professional”), located at **11011 Richmond Avenue, Suite 200, Houston TX 77042** and the **City of League City** (“City”), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

**Terms:**

1. **Scope of Services:** Professional will perform the services as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Design, Bid, and Construction Phase services for sidewalks along Main Street from IH45 to UP Railroad tracks near Perkins Ave.** Services related to design, bid, or construction of a public work shall conform to the requirements set forth in **Exhibit B**, if applicable. If there is a conflict between the terms of this Agreement and Exhibits A (and B, if applicable) the terms of this Agreement will prevail.
2. **Term and Termination:** This Agreement shall commence on **January 16, 2024** and shall expire on **January 24, 2025** City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Professional. Upon such termination, City shall pay Professional, at the rate set out in **Exhibit A**, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Professional for any services performed or for expenses incurred by Professional after the date of the termination notice that could have been avoided or mitigated by Professional.
3. **Compensation:** Professional shall be paid for the services as set forth in **Exhibit A**. In no event shall the total compensation exceed **\$58,893.00 (Fifty eight thousand eight hundred ninety three dollars and zero cents)** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services only after such services are completed and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Professional must submit to City invoices for all services provided, which invoices must include details and dates of service. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Professional, City shall give Professional specific reasons for disapproval in writing.
4. **Insurance:** Professional is required during the Contract Term to maintain insurance as set forth below:
  - (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate;
  - (b) Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of \$2,000,000 per occurrence; and
  - (c) If at any point during the Contract Term it is foreseeable that Professional will enter upon City premises:
    - (i) Worker’s Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of \$1,000,000 per occurrence and \$2,000,000 aggregate.

All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Professional shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Professional shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Professional acknowledges that time is of the essence in performing this Agreement. City and Professional (collectively, the “Parties”) agree that if Professional is late in performing any service designated as Time Critical on the Scope of Services attached to this Agreement, City will suffer loss, damages, or other harm from Professional’s delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred as a result of Professional’s delay is incapable or difficult to precisely estimate, and therefore the Parties desire to stipulate the amount of such loss, damages, or harm. Accordingly, Professional shall have deducted from any amounts owed under this Agreement liquidated damages equal to the number of calendar days of the delay(s) times the daily rate, which rate shall be one-tenth of one percent (0.1%) times the compensation shown in the Scope of Services for such Time Critical service. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Professional’s delay; (ii) one of the reasons for City and Professional to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Professional are sophisticated business parties and negotiated this Agreement at arm’s length.
6. **Independent Professional:** Professional is an independent Professional and is not an employee, partner, joint venture, or agent of City. Professional understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Professional shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the “Work”) for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City’s discretion. If the Work would not be considered a work-for-hire under applicable law, Professional hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City’s discretion. Professional shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Professional hereby waives and appoints City to assert on Professional's behalf Professional's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City’s purposes.
8. **Confidentiality:** During the course of the services to be provided under this Agreement, Professional may become privy to confidential information of City. Professional agrees to treat as confidential the information or knowledge that becomes known to Professional during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Professional shall promptly notify City of any misuse or unauthorized disclosure of City’s confidential information and upon expiration of this Agreement shall return to City all confidential information in Professional’s possession or control. Professional shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or

advertisement referring to the services provided under this Agreement or the engagement of Professional without the prior written approval of City.

9. **Warranties and Representations:** Professional warrants and agrees that Professional shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Professional warrants and agrees that Professional will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.
10. **Licenses/Certifications:** Professional represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Professional's performance of this Agreement. If Professional is a business entity, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Professional.
11. **Performance/Qualifications:** Professional agrees and represents that Professional has the personnel, experience, and knowledge necessary to qualify Professional for the particular duties to be performed under this Agreement. Professional warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
12. **Conflict of Interest:** Professional warrants, represents, and agrees that Professional presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Professional's performance of the services hereunder. Professional further warrants and affirms that no relationship or affiliation exists between Professional and City that could be construed as a conflict of interest with regard to this Agreement.
13. **INDEMNIFICATION: PROFESSIONAL SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROFESSIONAL OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROFESSIONAL IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
14. **Force Majeure:** Neither party shall be liable to the other for (i) any delay in performance; (ii) any other breach; (iii) any loss or damage; or (iv) any contribution to or aggravation of any of the foregoing; arising solely from uncontrollable forces such as fire, theft, storm, war, or any other cause that could not have been reasonably avoided by the party's exercise of due diligence.
15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices

delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Professional certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
17. **State Auditor:** Professional understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Professional agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Professional will include this provision in all contracts with permitted subprofessionals.
18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.
19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Professional to attempt to resolve any claim for breach of contract made by Professional that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Professional's claim and any counterclaim and negotiate with Professional in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.
20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
21. **Eligibility to Receive Payment:** Professional certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.
22. **Payment of Debt/Delinquency to State:** Professional certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.
23. **Products and Materials Produced in Texas:** If Professional will provide services under the Agreement, Professional covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
24. **Risk of Loss:** All work performed by Professional pursuant to the Agreement will be at Professional's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work, or the need to redo or revise the work for any reason except to accommodate a City request to materially alter the work, prior to City's acceptance, bearing the costs of such loss or damage to or such redo or revision of the work will be Professional's responsibility.
25. **Publicity:** Professional shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.
29. **Authority:** Professional warrants and represents that Professional has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.
30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Professional. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.
31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Professional verifies that Professional: (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002
32. **Required CDBG Clauses:** Professional understand that part of all of this Agreement may be funded by CDBG funding. In compliance of any grant requirements associated with CDBG funding, Professional agrees all requirements listed in Exhibit Cm, which is attached and incorporated herein.

*(signature block on next page)*

Executed on \_\_\_\_\_ . *(date to be filled in by City Secretary)*

**HR GREEN, INC - “Professional”**

\_\_\_\_\_  
Stephen Sparks, P.E.  
Vice President

**CITY OF LEAGUE CITY – “City”**

\_\_\_\_\_  
John Baumgartner, ICMA-CM, P.E.  
City Manager

**Attest:**

\_\_\_\_\_  
Diana Stapp, City Secretary

**Approved as to Form:**

\_\_\_\_\_  
Office of the City Attorney



# Exhibit A

**Scope of Services/Description of Products/Payment Schedule**  
(14 pages, including this page)

See Next Page...





## EXHIBIT A

▷ 11011 Richmond Avenue | Suite 200 | Houston, TX 77042  
Main 713.965.9996 + Fax 713.965.0044 + TBPE Firm F-11278

▷ [HRGREEN.COM](http://HRGREEN.COM)

December 21, 2023

Mr. Scott Tuma, PMP  
Senior Project Manager  
Project Management - City of League City  
300 W. Walker Street  
League City, TX 77573

RE: Proposal: Phase 2 - Main Street Sidewalk Improvements, From IH-45 to Railroad Tracks

Dear Mr. Tuma:

HR Green is pleased to submit this proposal for performing plans preparation, bid-phase and construction phase services for the above referenced project. The project includes engineering design phase, bid phase, limited general measurement survey, and construction administration phase services to construct and improve sidewalks on both sides of Main Street from IH-45 to the Railroad Tracks.

This proposal is based on our understanding of the project scope from discussions with you and from visits to the project sites. This proposal presents a general overview with preliminary construction cost estimate, scope of service and proposed fee.

### GENERAL OVERVIEW

The limits include the following:

- The approximate length of new sidewalk is about 3,973 feet, which only includes one side along the north side of Main Street that have gaps of missing sidewalk as well as sidewalk in deteriorated condition.
- Any existing sidewalk will remain in place if it is in good condition.
- All proposed sidewalk will be ~~six~~<sup>Eight</sup> foot wide per League City Standards.
- Limited Topographic survey will be used.
- The preliminary construction cost estimate is **\$582,264.44** (including a 15% contingency).

### PROPOSED FEE

The proposed fee for Design Phase, Bid Phase Services, and Construction Administration Phase Services, is **\$58,893.00**. Design Phase, Bid Phase and Construction Administration Phase services are based on lump sum fees and hourly charges, if any, will be based on attached schedule of rates. Reimbursable expenses will be charged at cost plus 10%, and mileage will be charged at the prevailing federal rate.

### SCOPE OF SERVICES

#### I. Design Phase Services

- Site visit, measure sidewalk slopes, identify new sidewalk limits as needed.
- Acquire and review existing data, aerial maps for background use.
- Prepare Title Sheet with project limits.
- Prepare Summary of Quantities sheet
- Prepare General Notes
- Prepare proposed Typical Sections

- Prepare project area layout.
- Engineer, based on general field observations, will define Main Street ROW for the purpose of placement of sidewalk.
- Prepare storm water quality management plan and SW3P
- Prepare ADA ramp layout and details (remove and replace) at non-signalized intersections.
- Prepare sidewalk plan on aerial background.
- Prepare driveway/sidewalk transition details.
- Prepare Signing and Pavement Marking for crosswalks, as necessary.
- TxDOT standard traffic control plan sheets for one lane closures will be used.
- Construction project sign.
- Submit plans at 60%, 90% and 100% milestones, all submittals will be electronic.
- Prepare and submit project Manual and Bid Proposal with 90% and 100% submittals.
- Compute and tabulate quantities
- Develop construction cost estimate and submit with each milestone submittals.
- Develop and coordinate with TxDOT for sidewalk permit.
- Obtain TDLR Approval for the Project.

## II. Bid Phase Services

- Assist the City in obtaining bids for the project.
- Make construction documents available on CivCast for vendor distribution.
- Attend Pre-Bid meeting.
- Provide information to and answer questions from bidders concerning construction documents.
- Evaluate the bids and low bidder qualifications and make recommendations to the City for the award of contract.
- Prepare three (3) contract document sets for execution by the successful Contractor.
- Review Contract documents provided by the Contractor and submit to the City for further execution.

## III. Construction Phase Services

- Coordinate with the City and attend Pre-Construction meeting.
- Prepare and submit five (5) sets of plans and specifications for use by City and Contractor.
- Prepare meeting minutes for the pre-construction meeting and provide copies to all attendees.
- Provide construction administration services for the project with payment applications.
- Assist the City during construction phase.
- Review and respond accordingly to all submittals and RFI's.
- Prepare change orders necessitated by field conditions.
- Review contractor's pay estimates, evaluate completed work, and make payment recommendations to the City.
- Assist the City in conducting one (1) substantial completion inspection of the project. Coordinate with the City and the Contractor on the punch list items identified in the above inspections.
- Assist the City with project close-out, conduct a final inspection of the project and make recommendation for Final Payment on the Project.
- Provide one (1) set of reproducible record plans based on the red lined drawings provided to HR Green by the Contractor.
- HR Green is not responsible for the means, methods, techniques, sequence of procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). HR Green is not responsible for the failure of the Contractor to perform the work in accordance with the construction documents. During site visits and on the basis of on-site



observations HR Green will keep the City informed of the progress of the work, and will endeavor to identify to the City any defects or deficiencies in such work when they are observed.

IV. Project Management

- Project meetings with City of League City.
- Coordinate with private utilities.
- Coordination with TxDOT for sidewalk permit within TxDOT ROW.
- General coordination with City of League City.
- Coordinate with TDLR review agency
- General project management
- Prepare invoices and project status reports.

V. Not Included in Scope:

- Drainage Study, Drainage Plans.
- No Geotechnical investigations and Pavement Design will be used.
- No Topographical Survey
- Detailed measurements and investigations during construction phase are not part of this task.
- Full time site representation and inspection services during construction phase are not part of this task.
- No sidewalk work already covered in the proposed ST 2003 Project.

VI. Project Fee Breakdown

Design Phase (Lump Sum)	\$48,295.00 *
Bid & Award Phase (Lump Sum)	\$3,030.00
Construction Phase Administration (Lump Sum)	\$5,060.00
TDLR Coordination & Review (Lump Sum)	\$1,505.00
Misc. Project Expenses (Cost Plus 10%)	<u>\$1,003.00</u>
	Total = \$58,893.00

\* Task totaling \$48,295 will be completed in 120 days, excluding City review periods.

VII. Project Schedule:

- 60% Submittal: 60 days from Notice to Proceed
- 90% Submittal: 30 days after receipt of City's 60% comments.
- 100% Submittal: 30 days after receipts of City's 90% comments.
- Bid & Award Phase: 75 days.
- Construction Phase: 120 days.

HR Green appreciates the opportunity to submit this proposal and we look forward to working with you and your staff on this important project. Please call should you have any questions or comments.

Sincerely,  
**HR GREEN, INC.**

Jesus Olivas, PE,

Project Manager, Attachments

## SCHEDULE OF RATES

FOR LEVEL OF EFFORT (HR GREEN, INC)  
METHOD OF PAYMENT: LUMP SUM

**PHASE 2: MAIN STREET SIDEWALK PROJECT (IH-45 to Railroad Tracks)**

	PRINCIPAL/ DEPARTMENT MANAGER	SENIOR PROJECT MANAGER	SENIOR ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR ENGINEER TECHNICIAN	CADD TECHNICIAN	CLERICAL
CONTRACT RATE PER HOUR (With 3.00 Mult.)	\$270.00	\$245.00	\$165.00	\$130.00	\$120.00	\$155.00	\$120.00	\$105.00



**Preliminary Engineer's Opinion of Probable Construction Costs  
For City of League City - Main Street Sidewalk Project**

Prepared By: HR Green, Inc.  
Date Prepared: December 21, 2023

**A. Site Preparation Items Master Base Bid**

Item	Description	Approx. Quantity	Unit	Unit Price	Total Price
1	Mobilization (Maximum 4% Of The Entire Contract) Complete In Place, In Accordance With Drawings And Specifications	1	LS	\$22,263.67	\$22,263.67
2	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	39.73	STA	\$200.00	\$7,946.08
3	Remove existing Sidewalk (As authorized by Engineer)	1,274	SY	\$10.00	\$12,740.00
4	Remove existing Driveway (As authorized by Engineer)	117	SY	\$15.00	\$1,750.00
5	Excavation, In accordance with Drawings and Specifications	620.19	CY	\$28.00	\$17,365.28
<b>Subtotal for Site Preparation</b>					<b>\$62,065.03</b>

**B. Pavement Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
6	Block Sodding	2,318	SY	\$8.00	\$18,540.84
7	Leveling Sand	3,825	SY	\$5.00	\$19,124.18
8	8' Concrete Sidewalk (5")	3,708	SY	\$80.00	\$296,653.52
9	Install TY 4 ADA Ramps	6	EA	\$2,500.00	\$15,000.00
10	Install TY 10 ADA Ramps	2	EA	\$3,000.00	\$6,000.00
11	Concrete Driveway (6")	117	SY	\$98.00	\$11,433.33
<b>Subtotal for Pavement Items</b>					<b>\$366,751.88</b>

**C. Construction Traffic Control Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
12	Temporary Traffic Handling and Control & Flagmen	1	LS	\$25,000.00	\$25,000.00
<b>Subtotal for Construction Traffic Control Items</b>					<b>\$25,000.00</b>

**E. Supplemental Items Master Base Bid**

Item	Description	Quantity	Unit	Unit Price	Total Price
13	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	5	Ea.	\$1,000.00	\$5,000.00
14	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	5	Ea.	\$500.00	\$2,500.00
15	Adjust Existing Inlets to grade, In accordance with Drawings and Specifications	1	LS	\$10,000.00	\$10,000.00
16	SW3P	1	LS	\$10,000.00	\$10,000.00
17	Signing and Pavement Marking	1	LS	\$15,000.00	\$15,000.00
18	Tree Protection as Needed	1	LS	\$10,000.00	\$10,000.00
<b>Subtotal for Supplemental Items</b>					<b>\$52,500.00</b>

	<b>Sub-Total</b>				<b>\$506,316.90</b>
	<b>15% Contingency</b>				<b>\$75,947.54</b>
	<b>Grand Total</b>				<b>\$582,264.44</b>

**MAIN STREET SIDEWALK -  
PHASE 2 - IH 45 TO RR  
TRACKS**

**CAR WASH  
FACILITY**

**N WESLEY DR**

**MAIN  
STREET**

**WESLEY ST**

**LEGEND:**

-  = PROP SIDEWALK NEW CONSTRUCTION
-  = PROP SIDEWALK REMOVE AND REPLACE

Preliminary Sidewalk Calculations:

Sidewalk Length (LF): 3,973  
Sidewalk Width (LF) : 8  
Sidewalk Total (SF) : 31,784  
5% Area Factor (SF): 1,589.22

**TOTAL SIDEWALK AREA (+5% FACTOR)  
(SY): 3,708**

Sidewalk Removal:

Sidewalk Removal Length (LF): 2,292

**SIDEWALK REMOVAL (ASSUMING 5 FT.  
EXIST. WIDTH) (SY): 1,274**



TY 4  
RAMP

W DEVEREUX DR

MAIN  
STREET

HIGHLAND  
TERRACE DR

TY 4  
RAMP

N CALDER DR

MAIN  
STREET

CALDER DR



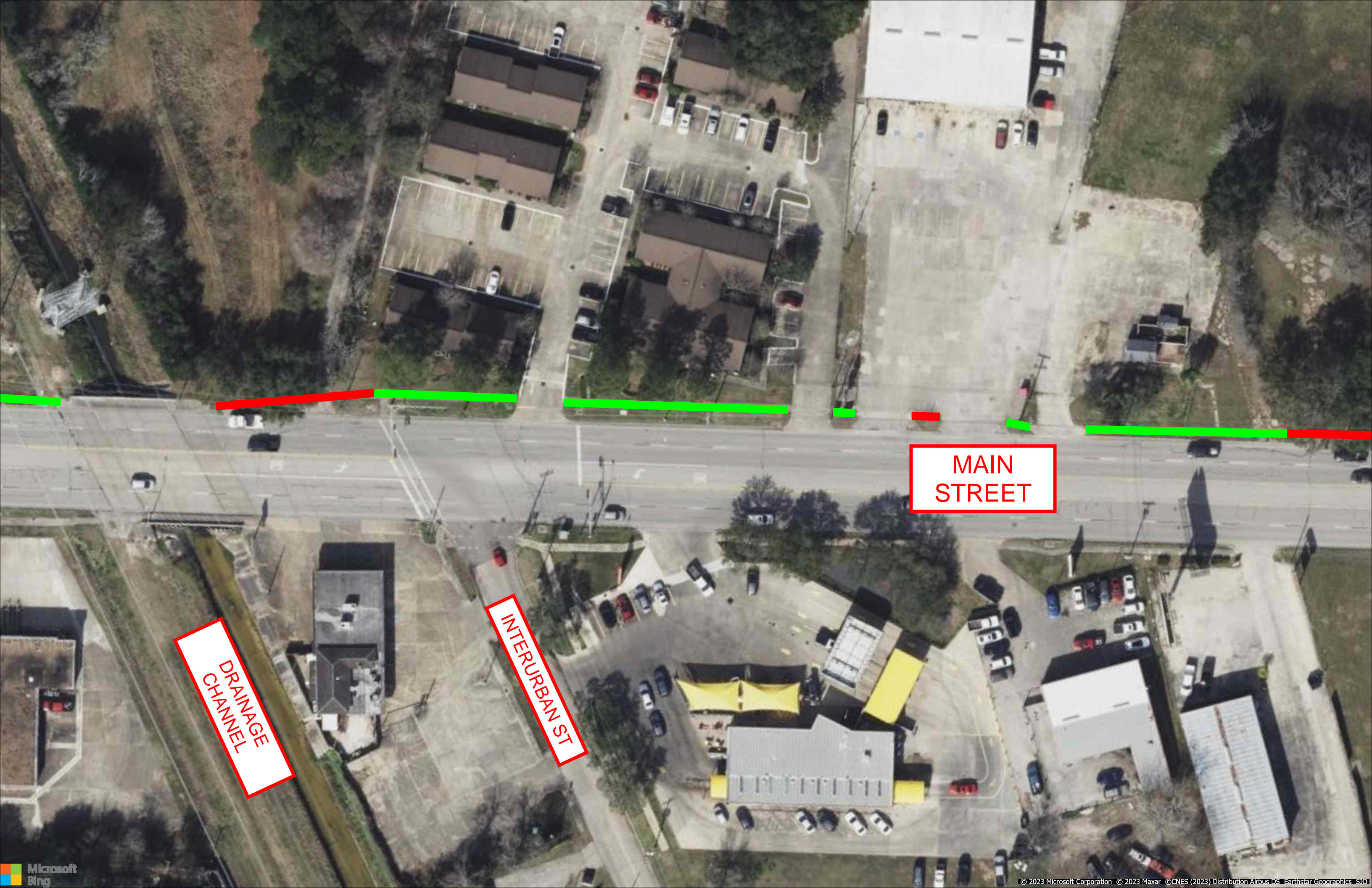
2-TY 10  
RAMP

MCKIBBEN LN

MAIN  
STREET

ENGLEWOOD

PECAN DR



MAIN STREET

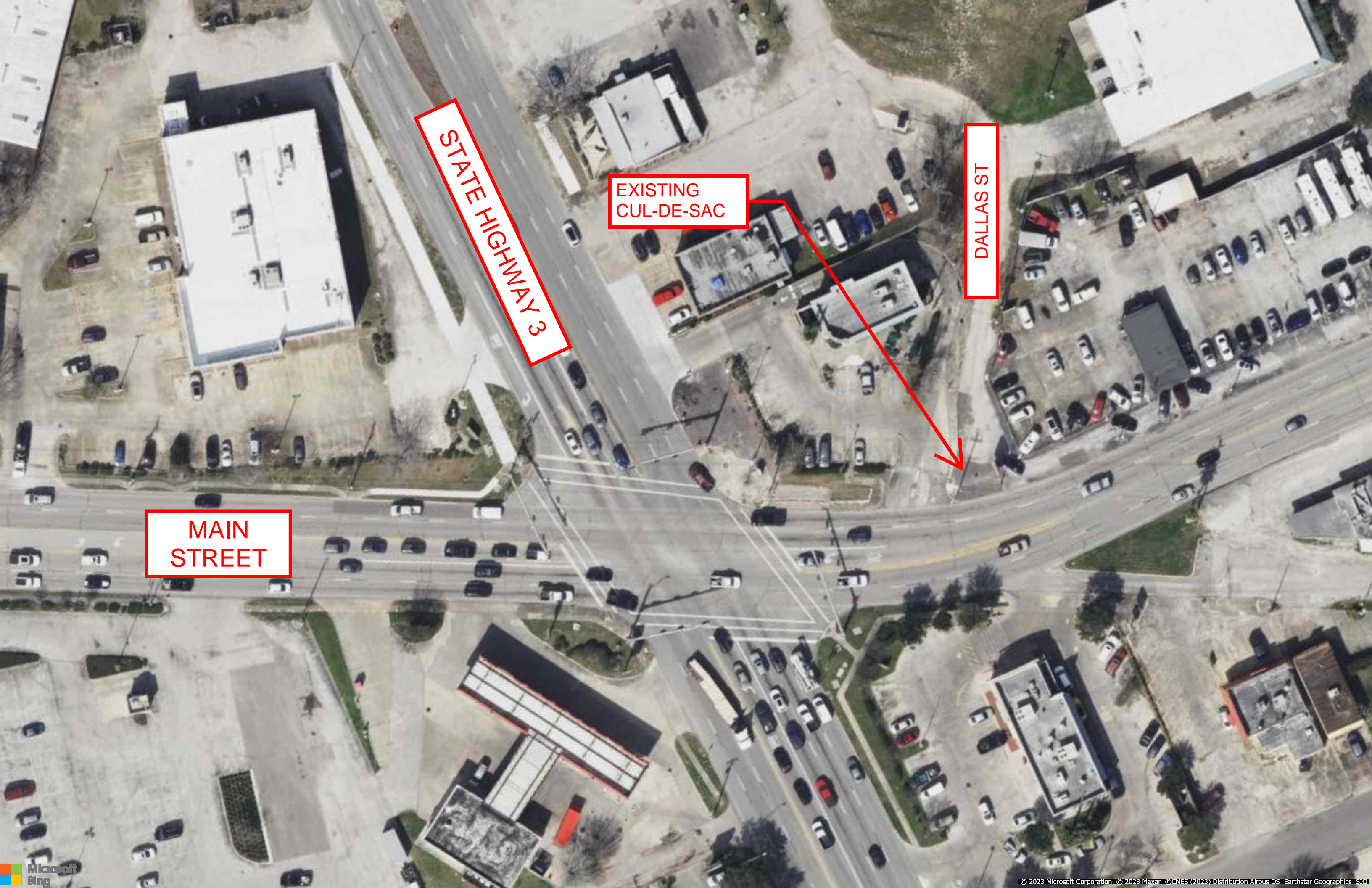
INTERURBAN ST

DRAINAGE CHANNEL



MAIN  
STREET

PARKING LOT FOR  
REGIONAL SHOPPING  
CENTER

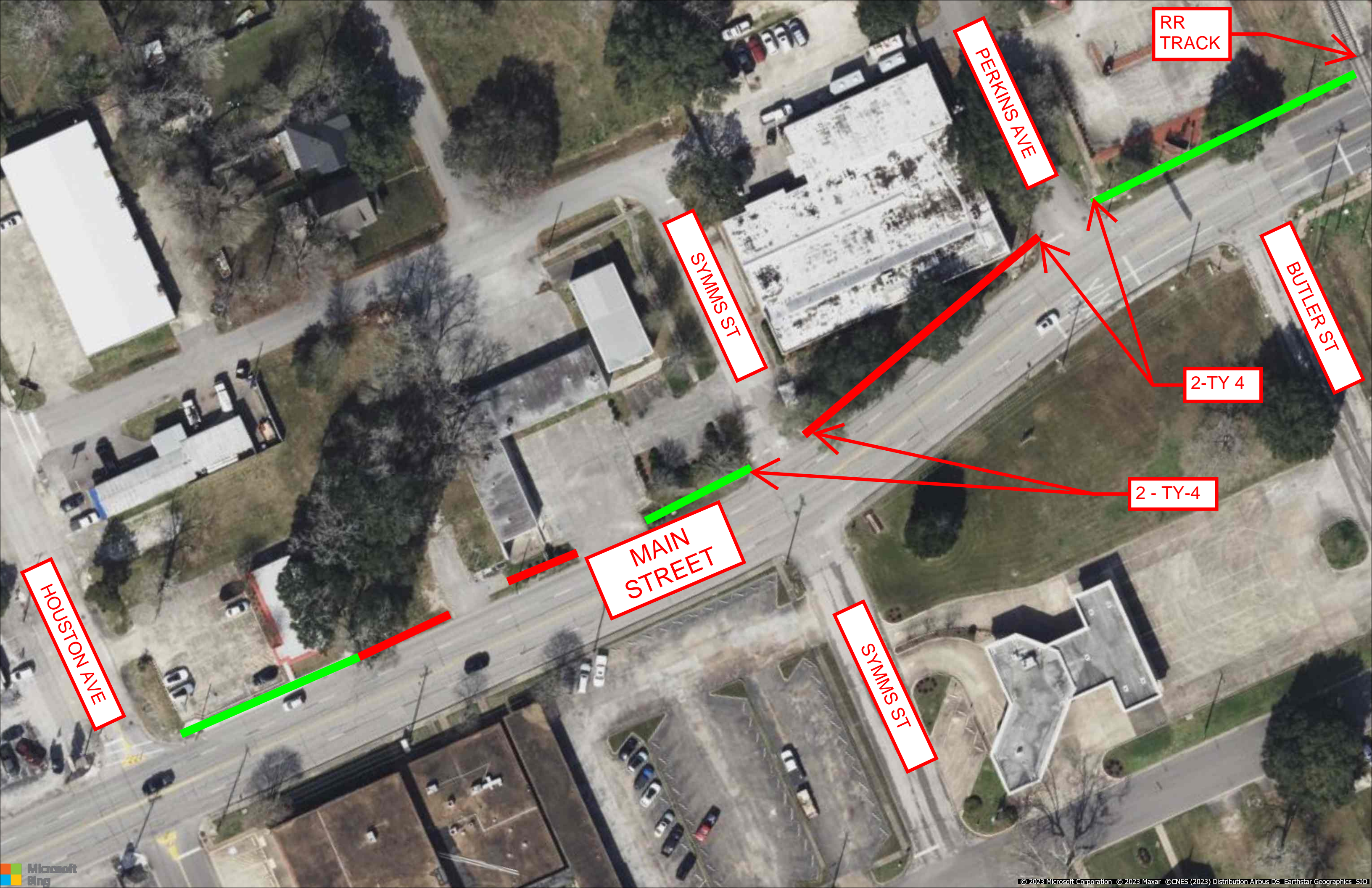


STATE HIGHWAY 3

EXISTING CUL-DE-SAC

DALLAS ST

MAIN STREET



RR TRACK

PERKINS AVE

BUTLER ST

2-TY 4

2-TY-4

SYMMS ST

MAIN STREET

SYMMS ST

HOUSTON AVE

## **Exhibit B**

Applicable - See Next Pages

## PSA Exhibit B

### PHASE REQUIREMENTS

#### I. Design Phase Services must conform to the following submittal types and requirements:

##### A. 30% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
  - a. Cover Sheet
  - b. Field Survey Plan Sheet
  - c. Design Plan Sheets that show Existing Conditions and proposed concepts with the existing and proposed work clearly identified
  - d. Demo Plan
  - e. Typical Cross-Sections
2. List of preliminary Utility Conflicts and contact information for appropriate utilities.
3. Updated Design Schedule
4. Preliminary Opinion of Probable Costs (OPCC)
5. Permitting recommendations/requirements
6. Traffic Impact Analysis (if needed)
7. Draft H&H Study and/or Preliminary Engineering Report (if needed)
8. Preliminary Land Acquisition Information (if needed)
9. Preliminary Geotechnical findings (if needed)
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

##### B. 60% Submittals should, at a minimum, include the following:

1. Plans that contain the following information:
  - a. Cover Sheet w/ index
  - b. General Notes
  - c. Sheet Layout
  - d. Typical Cross-Sections
  - e. Survey Control
  - f. Demo Plan
  - g. Grading Plan (if needed)
  - h. Tree Protection and/or Landscape Plan (if needed)
  - i. Traffic Control Plan (if needed)
  - j. Proposed Drainage Area Map and calculations
  - k. Plan and Profile drawings with Station Numbers for Water, Sewer, Storm, Street
  - l. Intersection Details
  - m. Sidewalks, Traffic Signage, & Pavement Marking Plans
  - n. SW3P Plan Sheet(s) and Details
  - o. Standard CoLC Details applicable for project
  - p. Project Specific Requirements/Details/Notes such as
    - 1) Electrical Plans/Details
    - 2) Structural Plans/Details
    - 3) Signal Plans/Details
2. Final ROW Documents for Land Acquisition (if needed)
3. Completed Geotechnical Report (if needed)
4. List of Updated Utility Conflicts and contact information for appropriate utilities.
5. List of needed Permits, draft applications for needed Permits

6. List of Technical Specifications that are needed for Project
7. Updated Design Schedule
8. Preliminary Construction Schedule
9. Updated Preliminary OPCC
10. Preparation of Exhibits and attendance at Public Meeting (if needed)

**C. 90% Submittals should, at a minimum, include the following:**

1. Updated Design Plans noted above
2. Submittal Letter addressing previous comments made on 60% Review
3. Project Manual – Spec Book, Bid forms, etc.
4. SW3P Manual with appropriate documentations/signatures as applicable
5. Updated OPCC
6. Approved Permits
7. Final List of Utility Conflicts and contact information for appropriate utilities.

**D. Resubmittals**

1. Phase submittals that do not comply with the requirements set forth above may be rejected in the sole absolute discretion of City. Rejected submittals must be resubmitted for review after all comments have been addressed.
2. Professional will have \$400 deducted from its Compensation for each review by City of a phase submittal after two prior reviews for that same phase.

**II. Bid Phase Services should, at a minimum, include the following:**

- A. **100% Construction Plans submitted for final City signatures (a Digital Copy w/ signed cover sheet to be submitted prior to posting for bids).**
- B. **Completed Project Manual**
- C. **Completed SW3P Manual**
- D. **Final OPCC**
- E. **Updated Construction Schedule**
- F. **Preparation of Exhibits and attendance at Public Meeting (if needed)**
- G. **Assist with the advertisement of the project (if needed)**
- H. **Address any RFI during Bid process (if needed)**
- I. **Attend and Assist in running a Pre-Bid Meeting (if needed)**
- J. **Provide Addendums to Bid Documents (if needed)**
- K. **Once Bids are opened, prepare Bid Evaluation, check references, and provide recommendation of award to City**
- L. **Print and bind three (3) sets of contracts/specifications, secure Contractor signatures and deliver signed contracts to the City for final execution.**

**III. Construction Phase Services should, at a minimum, include the following:**

- A. **Preparation of Exhibits and attendance at Public Meeting (if needed) prior to Project Start**
- B. **Attendance at Construction Progress Meetings (if needed)**
- C. **Periodic Site Visits (minimum 1 visit per month of construction)**
- D. **Review, Track, and make recommendations related to RFIS, Material Submittals, Change Orders, etc.**
- E. **Address found Design Conflicts in the Field**
- F. **Provide paper & digital copies of As-Builts**



# Exhibit C – CDBG Requirements

## I. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

Professional agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### 2. Cost Principles

Professional shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable; for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 570.506, and any other records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records demonstrating compliance with citizen participation requirements;
- f. Records demonstrating compliance regarding acquisition, displacement, relocation, and replacement housing;
- g. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program;
- h. Financial records as required by 24 CFR 570.502;
- i. Agreements and other records related to lump sum disbursements to private financial institutions financing rehabilitation as prescribed in 570.513; and

- j. Records required to be maintained in accordance with other applicable laws and regulations set forth in subpart K of 24 CFR 570.

## 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final payment has been received.

## 3. Reports

Professional shall furnish reports to the City which include, but may not be limited to, the following:

- a. Reimbursement Request Reports and back-up documentation.
- b. Client Data Reports.
- c. Employee Data Reports submitted to the City with the first reimbursement request and thereafter whenever a change in employment status occurs.
- d. A Performance Report submitted at the end of the Agreement period.

Reimbursement Requests and Client Data Reports shall be submitted at least quarterly, and preferably monthly. Reports shall be submitted within ten (10) working days of the end of the reporting period.

The performance report and final reimbursement request is due no later than thirty (30) calendar days after the end of the Agreement period.

Professional shall insure recognition of the role of HUD and the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, Professional will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

## 4. Reversion of Assets

Professional shall transfer any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds to the City. Any real property that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must continue to meet the eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR 570.503(b)(7).

## 5. Real Property Records

Professional shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the “changes in use” restrictions specified in 24 CFR 570.505.

6. National Objectives

Professional agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Program's national objectives - 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight, 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.

7. Close-outs

Professional’s obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

8. Audits & Inspections

All Professional records with respect to any matters covered by this Agreement shall be made available to the City, its designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Professional within thirty (30) days after receipt by Professional. Failure of Professional to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Professional hereby agrees to have an annual agency audit conducted in accordance with the current City policy concerning Professional audits.

C. Reporting & Payment Procedures

1. Budgets

Professional must submit a budget to the City. The City and Professional may agree to revise the budget from time to time in accordance with existing City policies.

2. Program Income

Professional shall report on a monthly basis all program income as defined in 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by Professional shall

comply with the requirements set forth in 24 CFR 570.504(c). By way of further limitations, Professional may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the Agreement period as specified in 24 CFR 570.503(b)(2)-(5). Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

3. Indirect Costs

If indirect costs are charged, Professional will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such plan to the City for approval.

4. Payment Procedures

The City will pay to Professional funds available under this Agreement based upon information submitted by Professional and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by Professional, not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Professional accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Professional.

D. Procurement

1. Compliance

Professional shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. Any real property under Professional's control that was acquired or improved in whole or in part with CDBG funds must either be:

- a. Used by Professional to meet one of the national objectives in 24 CFR 570.200(a)(2) and (3) until five (5) years after expiration or termination of the City's Agreement with HUD; or
- b. Transferred to the City; or
- c. Disposed of in a manner that results in the amount of the then current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition thereof, or improvements to, the property being reimbursed to the City. Such reimbursement is not required if disposed of more than five (5) years after the expiration or termination of this Agreement.
- d. Further, if within five (5) years of the termination or expiration of this Agreement, Professional ceases to use any or all personal property attributable to CDBG funds to meet a national objective,

the personal property shall either revert to the City or be disposed of in accordance with the applicable federal rules and regulations, including, but not limited to OMB Circular A-110.

- e. The City, in its sole discretion, shall determine whether or not Professional use of any property meets a national objective and primary objective contained in 24 CFR 570.200 (a)(2) and (3).
- f. After the expiration of five (5) years, Professional shall have no obligation to comply with this section regarding real or personal property.
- g. Nothing contained herein shall be construed to conflict with the duties of Professional as set forth in the Texas Bus. Org. Code Ann. Section 22.001, et seq or any other applicable statute.

## 2. OMB Standards

Professional shall procure materials in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards, covering utilization and disposal of property.

## 3. Travel

Professional shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

## 4. Relocation, Acquisition & Displacement

Professional agrees to comply with 24 CFR 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. Professional agrees to comply with applicable City Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

## **II. PERSONNEL & PARTICIPANT CONDITIONS**

### A. Civil Rights

#### 1. Compliance

Professional 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 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 as amended by Executive Order 12259 and Executive Order 12892.

#### 2. Nondiscrimination

Professional will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex,

disability or other handicap, age, marital status, or status with regard to public assistance. Professional will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Professional 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.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570, Part K. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, Professional shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Professional, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

Professional agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 701 and 794) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Professional with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Professional agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965.

2. Women/Minority Business Enterprises

Professional will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African Americans, Spanish-speaking,

Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. Professional may rely on written representations by sub-contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Professional shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for the purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

Professional will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by Professional's contracting officer, advising the labor union or worker's representative of Professional's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity/Affirmative Action Statement

Professional will, in all solicitations or advertisements for employees placed by or on behalf of Professional, state that it is an Equal Opportunity or Affirmative Action employer.

6. Sub-Agreement Provisions

Professional will include the provisions of Paragraphs VIII A, Civil Rights, and B, Affirmative Action, in every Sub-Agreement or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractor or vendor.

C. Employment Restrictions

1. Prohibited Activity

Professional is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian, or religious activities; lobbying, political patronage, and/or activities that constitute nepotism.

2. Occupational Safety and Health Act

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

### 3. Labor Standards

Professional agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 3141-3148, 3161, 3162, 3701-3706 and 3708) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Professional shall maintain documentation which demonstrates compliance with hour and wage requirements of these acts and laws. Such documentation shall be made available to the City for review upon request.

Professional agrees that, except with respect to the rehabilitation or construction of single family residential property designed for residential use for less than eight (8) contiguous households, all contractors engaged under agreements in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, and 3 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Professional of its obligation, if any, to require payment of the higher wage. Professional shall cause or require to be inserted in full, in all such agreements subject to such regulations, provisions meeting the requirements of this paragraph, for such agreements in excess of \$10,000.00.

Professional shall also comply with 24 CFR 70 which sets out the circumstances under which individuals who volunteer their services may be used.

### 4. "Section 3" Clause

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice



advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- f. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## D. Conduct

### 1. Assignability

Professional shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to Professional from the City under this Agreement 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.

2. Hatch Act

Professional agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code.

3. Conflict of Interest

Professional agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no persons who exercise or have exercised any functions or responsibilities with respect to CDBG activities 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, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Professional further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by Professional hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or contracts which are receiving funds under the CDBG Entitlement Program.

4. Architectural Barriers Act and the Americans with Disabilities Act

Professional agrees to comply with any federal regulations issued pursuant to compliance with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) which requires certain federal and federally funded buildings and other facilities to be designed, constructed, or altered in accordance with the standards that ensure accessibility to, and use by, physically handicapped people. Professional also agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act (42 U.S.C. 12131, et seq.) which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. The City shall provide Professional with any guidelines necessary for compliance with that portion of the regulation in force during the term of this Agreement.

5. Sub-Agreements

a. Approvals

Professional shall not enter into any sub-contracts with any agency, company or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

Professional will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

Professional shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-agreement executed in the performance of this Agreement.

d. Selection Process

Professional shall undertake to ensure that all sub-agreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-agreements shall be forwarded to the City along with documentation concerning the selection process.

6. Copyright

If this Agreement results in any copyrightable material, the City and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

7. Religious Organization

Professional agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

### **III. ENVIRONMENTAL CONDITIONS**

A. Air and Water

Professional agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- The Clean Air Act, 42 U.S.C., 7401, et seq., particularly sections 176© & (d); 40 CFR Parts 6, 51, and 93
- The Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- The National Environmental Policy Act of 1969. 42 U.S.C. 4321, et seq.
- HUD Environmental Review Procedures (24 CFR, Parts 50 & 58).

B. Flood Disaster Protection

Professional agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001-4128 & 5154a, et seq.) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. Lead-Based Paint

Professional agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Historic Preservation

Professional agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. Particular attention should be placed on Subpart B—The Section 106 Process, including notifying tribal entities identified in HUD’s Tribal Directory Assessment Tool.

In general, this requires concurrence from the Texas Historical Commission (State Historic Preservation Officers – SHPO) and the Tribal Historic Preservation Officers (THPO), for all rehabilitation, demolition or modifications of historic properties that are forty-five (45) years old or older or that are included on a federal, state, or local historic property list or various applicable tribal property lists. Additionally, this requires concurrence from the SHPO and THPO for new construction and rehabilitation within a Historic District or elsewhere within League City unless the project is deemed Exempt or Categorically Excluded not subject to Section 58.5.