



PROFESSIONAL SERVICES AGREEMENT
(CDBG FUNDING)
(Version 9-22-2023)

This AGREEMENT (“Agreement”) is entered by and between **HR Green, Inc.** (“Professional”), located at **11011 Richmond Ave., 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, bidding, and construction phase services for Clear Creek Ave. Asphalt Reconstruction – CDBG Project**. 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 20, 2025** and shall expire on **January 31, 2026** 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 **\$80,239.85** 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:** Liquidated damages **are** applicable to this transaction. 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:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. 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”

Jesus Olivas, P.E.

CITY OF LEAGUE CITY – “City”

John Baumgartner, P.E., ICMA-CM
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
(17 pages, including this page)

See Next Page...



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

▷ HRGREEN.COM

December 19, 2024

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

RE: Proposal for Clear Creek Ave. Asphalt Rehabilitation – CDBG Project, East Walker to Galveston

Dear Mr. Tuma:

HR Green is pleased to submit this proposal for the above referenced project. The project scope includes engineering design phase, bid phase, survey, geotechnical and construction administration phase services for the pavement rehabilitation for Clear Creek Ave.

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

GENERAL OVERVIEW: The limits include the following:

	STREET	LIMITS	LENGTH
1	Clear Creek	Galveston to Walker	1,056
		TOTAL LENGTH	1,056 ft

- The approximate length of the Asphalt Rehabilitation Project is 1,056 LF.
- Topographic survey will be performed on above listed project limits.
- Geotechnical investigations and Pavement Design Report will be completed on the above listed project limits.
- The existing typical section of this street consists of 20 foot wide roadway with asphalt pavement and open roadside ditches.
- The proposed typical section will include either milling of existing pavement structure and reconstructing it and overlaying with an assumed 3 inches of asphalt pavement or complete full depth reconstruction of pavement structure including removal and replacement, to be confirmed and specified by the Pavement Design Report.
- The preliminary construction cost estimate is **\$362,052** (including a 10% contingency). The estimated cost is for full depth reconstruction.

PROPOSED FEE

The proposed fee for Design Phase, Bid Phase Services, Construction Administration Phase Services, Geotechnical and Topographic Survey is **\$80,239.85**. Design Phase, Bid Phase and Construction Phase Administration 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 and acquire and review data
- Prepare Title Sheet with project limits
- Prepare Summary of Quantities sheet
- Prepare General Notes and Specifications
- Prepare existing and proposed Typical Sections
- Prepare driveway taper details
- Prepare project layout sheet indicating the limits of the project.
- Prepare Survey Control sheets
- Prepare Geotech Pavement Design Report and boring location sheets
- Prepare roadway plan sheets for open ditch sections with SW3P at select locations.
- Prepare Base Repair Detail to be used in select areas in need of base repair as prescribed by Pavement Design Report
- Traffic Control Plans and Standards.
- Pavement Markings for Stop Bars and Blue Reflector Fire Hydrant Markers at select locations.
- Develop construction cost estimate and submit with each milestone deliverable.
- 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 Quantities and Prepare engineer's opinion of probable construction cost and submit with each milestone deliverable.

II. Bid Phase Services

- Make construction documents available on CivCast for vendor distribution.
- Attend Pre-Bid meeting and prepare minutes.
- Assist the City in obtaining bids for the project.
- 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) conformed 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 the Contractor.
- Prepare meeting minutes for the pre-construction meeting and provide copies to all attendees.
- Provide construction administration services for the project.
- 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 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 inspection.



- Assist the City with project close-out, conduct a final inspection of the project and make recommendation for Final Payment on the Project.
- Visit the site at appropriate intervals to observe construction progress and quality of work and to determine if the work is proceeding in accordance with the plans.
- Provide one (1) set of hard and electronic copy of 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. Not Included in Scope:

- Drainage Study/Hydrologic Study/FEMA Study, Drainage Plans.
- Detailed measurements and investigations during construction phase.
- Full time site representation and inspection services during construction phase.
- Construction materials testing.

V. Project Fee Breakdown

A. Basic Services:

Design Phase Plans Prep (Lump Sum)	\$40,290.00 *
Bid & Award Phase (Lump Sum)	\$5,860.00
Construction Phase Administration (Lump Sum)	<u>\$13,330.00</u>
Sub Total	\$42,220.00

B. Special Services:

Topo Surveying & Mapping (Cost + 10%)	\$6,894.25 *
Geotech Study (Cost + 10%)	\$12,865.60 *
Misc. Project Expenses (Cost + 10%)	<u>\$1,000.00</u>
Sub Total	\$20,759.85

Grand Total \$80,239.85

*Time-critical items totaling \$53,620 to be completed in 135 days excluding City review periods



VI. Project Schedule:

- Survey and Geotechnical: 50 days from NTP
- 60% Submittal: 35 days from completion of Survey and Geotechnical.
- 90% Submittal: 35 days after receipt of City's 60% comments.
- 100% Submittal: 15 days after receipts of City's 90% comments.
- Bid & Award Phase: Estimated 75 days.
- Construction Phase: Estimated 75 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,

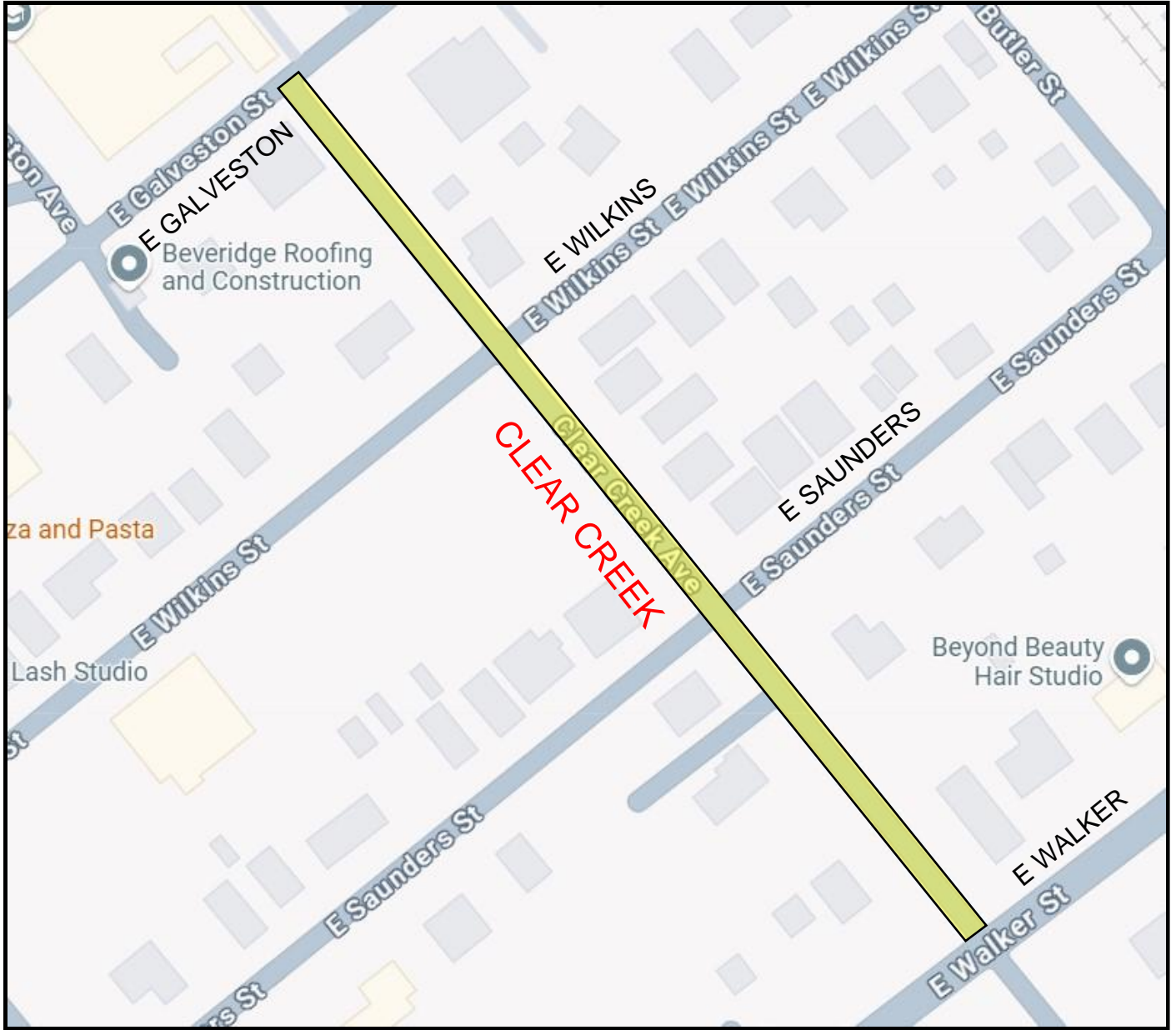
HR GREEN, INC.

Jesus Olivas, PE,

Project Manager, Attachments

A handwritten signature in blue ink that reads "Jesus Olivas".

CLEAR CREEK ASPHALT REHABILITATION CITY OF LEAGUE CITY



STREET	LENGTH (FT)
Clear Creek Ave.	1056
TOTAL	1056



Preliminary Engineer's Opinion of Probable Construction Costs

City of League City

Clear Creek Ave.

Prepared By: HR Green, Inc.

Date Prepared: December 12, 2024

A. Site Preparation and Mobility Items Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
1	Mobilization (Maximum 4% of entire contract). Complete in Place, In accordance with Drawings and Specifications	1	LS		\$0.00
2	Clearing and Grubbing, Complete in Place, In accordance with Drawings and Specifications	11	STA	\$270.00	\$2,851.20
3	Remove ACP Pavement and Base for Full Reconstruction (All depths)	2464	SY	\$13.00	\$32,032.00
4	Excavation (6" depth), In accordance with Drawings and Specifications	411	CY	\$28.00	\$11,498.67
Subtotal for Site Preparation					\$46,381.87

B. Pavement Items Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
5	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Surface) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	203	Tons	\$165.00	\$33,544.50
6	Hot Mix - Hot Laid Asphaltic Concrete Pavement (Level-Up) (1.5-inch)(165lbs/SY), Complete in Place, In accordance with Drawings and Specifications	203	Tons	\$165.00	\$33,544.50
7	Tack Coat (SS-1)(0.25Gal/SY), Complete in Place, In accordance with Drawings and Specifications	246	Gal	\$4.00	\$984.00
8	Prime Coat (SS-1)(0.10Gal/SY), Complete in Place, In accordance with Drawings and Specifications	616	Gal	\$4.00	\$2,464.00
9	Backfill Material, Reclaimed Asphalt Pavement (RAP) for Shoulder Dressing, In accordance with Drawings and specifications	10.6	STA	\$375.00	\$3,960.00
10	6" Black Base (Type A or B) (Grade 1), In accordance with Drawings and Specifications	813	Tons	\$155.00	\$126,033.60
11	6" Lime Treated Subgrade, in accordance with Drawings and Specifications	2464	SY	\$8.00	\$19,712.00
12	Lime (Hydrated Lime)(Dry)(10% or 50#/SY), In accordance with Drawing and Specifications	62	Tons	\$410.00	\$25,256.00
13	SW3P Reinforced Filter Fabric Fence (Install and Remove), in accordance with Drawings and Specifications	2112	LF	\$4.00	\$8,448.00
Subtotal for Pavement Items					\$253,946.60

C. Construction Traffic Control Items Master Base Bid

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

D. Signing and Pavement Marking Items Master Base Bid

Item	Description	Quantity	Unit	Unit Price	Total Price
15	2-Way Blue Reflective Marker	2.00	Ea.	\$15.00	\$30.00
16	Thermo Pvmnt Marking (24-inch)(White)(Solid), Complete in Place, In accordance with Drawings and Specifications	24	LF	\$20.00	\$480.00
17	City Project Signs, Complete in Place, In accordance with Drawings and Specifications	1	Ea.	\$1,800.00	\$1,800.00
Subtotal for Sign and Pavement Marking Items					\$2,310.00

E. Supplemental Items Master Base Bid

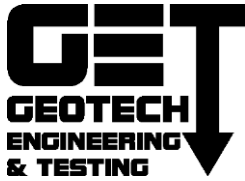
Item	Description	Quantity	Unit	Unit Price	Total Price
18	Adjust Exist Manhole to grade, In accordance with drawings and Specifications	1	Ea.	\$1,000.00	\$1,000.00
19	Adjust Existing Water Valves to grade, In accordance with Drawings and Specifications	1	Ea.	\$500.00	\$500.00
Subtotal for Supplemental Items					\$1,500.00

	Sub-Total				\$329,138.47
	10% Contingency				\$32,913.85
	Total				\$362,052.31

SCHEDULE OF RATES

CLEAR CREEK AVE. ASPHALT REHABILITATION

	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.)	\$300.00	\$290.00	\$195.00	\$180.00	\$150.00	\$155.00	\$150.00	\$130.00



GEOTECH ENGINEERING and TESTING

Geotechnical, Environmental, Construction Materials, and Forensic Engineering



ACCREDITED
CERTIFICATE #0075-01
#0075-02

HR Green
11011 Richmond Avenue, Suite 200
Houston, Texas 77042

Attention: Mr. Jesus M. Olivas, P.E.
Project Manager

Proposal No. P23-416B
November 27, 2024
Tel.: 713-965-9996
E-mail: jolivas@hrgreen.com

PROPOSAL FOR GEOTECHNICAL STUDY ASPHALT PAVEMENT IMPROVEMENTS PACKAGE #8B CLEAR CREEK AVE. CITY OF LEAGUE CITY, TEXAS

Gentlemen:

At your request, we are pleased to submit this proposal for asphalt pavement improvements at Clear Creek Ave. in City of League City, Texas. The planned paving improvements were discussed in detail with Mr. Jesus M. Olivas, P.E. in order to plan a study that would provide the necessary design and construction data.

INTRODUCTION

It is planned to improve approximately 1,056 linear feet of Clear Creek Avenue in City of League City, Texas. We understand that the planned asphalt pavement improvements will include either full-depth reclamation (FDR) of the existing pavement or milling the existing paving and overlaying it with a new asphalt surface course. The project vicinity map is presented in Plate 1.

The scope of our study will not be in accordance with TxDOT Standards. We understand that the scope of our work will not include review of plans and specifications prior to the final design. Furthermore, we will not develop mix design for the FDR.

FIELD EXPLORATION

Site Access

Our site visit indicates that the proposed alignment is asphalt paved. Therefore, site access can be provided, using a truck-mounted drilling rig. Traffic control will be required.

Surveying

The client will establish and provide GET the boring coordinates and ground surface elevations. GET will mark the boring locations in the field so that the survey crew can locate them.



Checking for Utilities

GET will call Texas One-Call for the locations of utilities. GET will coordinate these activities. GET will not hire a contractor to conduct subsurface utility studies to find location of any and all utilities.



Traffic Control

Traffic control will be required along the project alignment during our field exploration. The scope of our field work will require a lane closure during drilling and sampling and borehole grouting.



Pavement Coring

The existing pavement will be cored at two (2) locations prior to drilling and sampling. We will provide the pavement thickness components in our report. All of the cores will be six inches in diameter. Traffic control will be required during this effort and will be provided by the City. Pictures of asphalt cores will be taken. We will measure the core and base thickness.



Drilling and Sampling

We will evaluate the soil stratigraphy and groundwater conditions for the asphalt pavement improvements at the proposed streets by conducting two (2) soil borings to a depth of 5-ft. A plan of borings is shown on Plate 2.

The cohesive soils will be sampled by a Shelby tube. Standard Penetration Tests (SPT) shall be conducted in cohesionless soils. Soil samples will be obtained continuously at boring locations from the ground surface to completion depth of the borings at 5-ft below the existing grades. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory unconfined compression and Torvane tests used to supplement laboratory shear strength data.

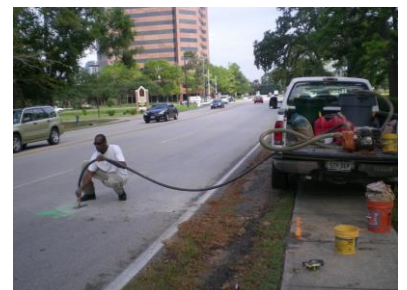


Groundwater

Depth to groundwater will be important for the proposed pavement improvements. For this reason, borings will be drilled dry and the depth at which groundwater is encountered will be recorded.

Borehole Grouting.

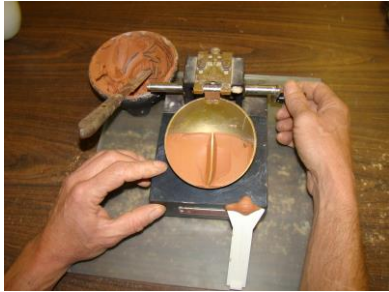
All boreholes will be backfilled with non-shrink grout, using Tremie Method. Traffic control will be required during this procedure.



LABORATORY TESTING

Laboratory tests will vary with the soils encountered but will be planned to evaluate soils design parameters for the proposed pavement improvements.

It is anticipated that the tests will include moisture content (all samples), hand penetrometer, torvane, unconfined compression, unit weight, moisture content, and liquid and plastic limit tests.



All of the subsoils will be classified in general accordance with the American Society of Testing Materials (ASTM) Soil Classification System. All tests will be performed in general accordance with the ASTM Procedures.



ENGINEERING ANALYSES AND REPORTING

The field and laboratory data will be summarized in an engineering report. Analyses of these data will be presented, and recommendations made relative to the following:

- Summary.
- Project site pictures.
- Pictures of all cores.
- Generalized soils stratigraphy and groundwater levels.
- Thickness of existing asphalt and base components at the locations cored.
- Asphaltic paving design, using AASHTO 1993 pavement design method. We will assume traffic loading in the form of ESAL is if it is not available.
- General recommendations on full-depth reclamation (FDR). The scope of our work does not include mix design for FDR.
- General recommendations on milling the existing paving and overlaying it with a new asphalt surface course.
- Recommendations on site drainage and potential construction problems.



COST ESTIMATE

General

Based on the scope of work outlined above, we estimate the cost for field, laboratory, and engineering services based on the Harris County Fee Schedule as shown on Plates 3 and 4. This estimate assumes underground obstructions will not be encountered that require boring relocations. GET is not responsible for damages to underground utilities, man-made utilities, etc. In the event that concrete, rock/rubble is encountered, the boring(s) will be terminated. We understand that all of the boring elevations will be provided by the client prior to completion of GET report. Our cost estimate includes one draft report copy and one final report copy. A digital copy of the report will also be provided. Additional report copies will be provided at a separate charge.



Underground Utilities

The cost estimate for geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). GET will contact Texas 811 for the presence of underground utilities. However, Texas 811 does not have information regarding the presence of underground utilities inside the properties. GET is not responsible for damage to underground utilities, man-made objects, etc., that are not identified by Texas 811. The scope of our work does not include subsurface utility investigation. We recommend the scope of our work to include subsurface utility investigation at boring locations to assess that underground utilities are not hit during field exploration.



Traffic Control

We understand that the traffic control will be provided by City of League City. **Our estimated traffic control schedule is as follow:**

	Day	Services
	1.0	Coring, Two (2) Cores, Drilling and Sampling and Borehole Grouting
Total:	1.0	

Cost Summary

A summary of estimated cost is presented below:

Scope of Work	Estimated Cost
Geotechnical Exploration for Pavement Improvement	11,000.00
Pavement Coring (allowance)	<u>639.00</u>
Grand Total	\$ <u>11,696.00</u>

TIME SCHEDULES

We estimate that the field work can be started about one (1) week after authorization is received. The project schedule will be as follows:

Facility	No. of Working Days				
	Right of Way/Utility Clearance	Field Exploration	Laboratory Testing	Engineering	Total
Pavement Improvement	5	2	8	10	25

Preliminary recommendations will be submitted during the course of the exploration, if required to expedite design.

REPORT REVIEWS AND COMMENTS

Our report will be submitted to the client in a draft form for comments. Once these reviews are completed, a final report will be issued. All of these comments will be incorporated in the final report. The client agrees that all reviews are complete once a notice for a final report is issued. Any changes to the final report will be outside the scope of our study. We will incorporate any future comments after the final report is issued on a time and materials basis per the applicable fee schedule.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project. Formal acceptance of this proposal and our general conditions can be acknowledged by signing below and returning one copy for our files.

Very truly yours,

GEOTECH ENGINEERING AND TESTING



James Namekar, Ph D., P.E.
Vice President



ACCEPTED BY: _____

PRINTED NAME: _____

COMPANY NAME: _____

DATE: _____

Enclosures: Site Vicinity Map – Plate 1
Plan of Borings – Plate 2
General Conditions

Copies Submitted: (1) HR Green - Mr. Jesus M. Olivas, P.E. (jolivas@hrgreen.com)



KUO
 & associates, Inc.
 Consulting Engineers
 & Surveyors

10300 Westoffice Drive, Ste. 800
 Houston, TX 77042
 Phone: (713) 975-8769
 Fax: (713) 975-0920
 Engineering Firm Reg. No. F-4578
 Surveying Firm Reg. No. 10075600
 www.kuoassociates.com

November 26,2024

Jesus M. Olivas, P.E.
 Senior Project Manager I Associate
 HR Green, Inc.
 11011 Richmond Ave., Suite 375
 Houston, TX 77042

Re: Clear Creek Street Overlay, City of League City
 Package 8B
 Topographic Surveying, Basemap Plan & Construction Staking

Dear Mr. Olivas:

Kuo & Associates, Inc. is pleased to submit this proposal to perform the following: topographic surveying, preparation of basemap services for the above referenced project.

Item	Description
Item 1	Topographic Surveying
Item 2	Basemap Topo Plan
Item 3	Survey Control Map
Item 4	Establishing Design Center Line

The scope of work and fee will be as follows:

SCOPE OF WORK

A survey will be done along the streets as shown in the **attached exhibit**. Estimated length of survey is approximately **1,050 feet**. To our understanding, the survey excludes any detail survey on the intersections on both end of the limit for each street.

The survey shall conform to requirements of City of League City and Category 2 and 6 surveys TSPS Manual of Practice as applicable. In general, the scope for work will include the following items and tasks:

Item 1: Topographic Survey:

- Horizontal and vertical controls will be established and tied to the Texas State Plane Coordinate System, South Central Zone NAD 83 and datum NAVD 88. The survey will be tied to the City of League City monument (if available) or nearby NGS monument.
- Cross sections will be surveyed at more or less 200' c-c including cross sections at each intersection along the project route.
- All planimetric features will be surveyed along the road right-of-way for a width from ROW to ROW. The survey will be extended to all sides of the street, at least up to ER, unless otherwise warranted for your design. Detail topo survey on the intersecting streets at each end of limited is excluded from the scope.
- All visible existing utilities (i.e., manholes, culverts, power poles, etc.) will be located.
- Attempt will be made to recover and verify sufficient monumentation along the existing roadway to establish estimated right-of-way lines for topographic surveying scope. The task of establishing estimated ROW may involve some limited abstracting and deed research, however, detail boundary category survey is excluded in determination.
- Signed and sealed field books containing notes as well as ASCII files of point numbers, coordinates, and descriptions will be provided.

Item 2: Basemap Plan

- Prepare a basemap plan with all topo features, elevations and estimated ROW. All deliverables will be as long strip in the AutoCAD format with side text on the top and bottom boundary of the drawing. All texts within the drawing will be "Leroy 80".

Item 3: Survey Control Map

- A survey control map will be prepared showing swing ties to traverse and baseline points as well as TBM's. The survey control map will be signed and sealed by a Registered Professional Land Surveyor in charge of the project.

Item 4: Establishing Design Center Line

- Recovery of existing controls and reestablish as necessary.
- Stake/set the design center line in the field for construction work.

To our understanding the following are excluded from the scope of this proposal

- Boundary level survey for determining the right of way of the street.
- Any kind of SUE survey
- Inverting any manholes/inlets
- Utility research and utility plan
- Profile of ground and utilities

FEE AND SCHEDULE:

The fee for the above-described work is estimated to be lump sum amount of **\$6,267.50** as shown itemized in the table below:

Item	Description	Fee
Item 1	Topographic Surveying	\$3,835.00
Item 2	Basemap Topo Plan	\$1,070.00
Item 3	Survey Control Map	\$710.00
Item 4	Establishing Design Center Line	\$652.50
Total		\$6,267.50

* See detail breakdown in the attached page

We estimate completing the above work in 3 to 4 weeks and plan to submit each street as we finish upon your authorization to proceed.

We appreciate this opportunity to submit this proposal. If you need further information, please do not hesitate to contact me.

Sincerely,



Shaheen Chowdhury, P.E., R.P.L.S.
President

Accepted by:

Name:

Title:

Company:

Street

1100 LF

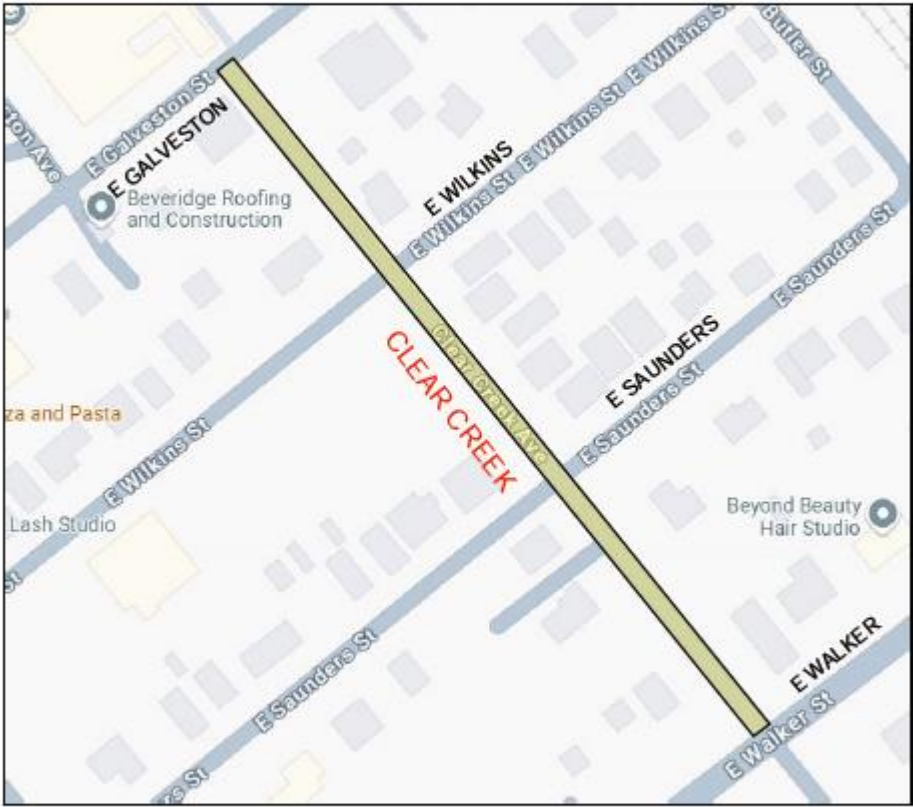
Item 1: Level of Efforts for Topographic Survey									
Survey Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Survey Controls	Setting controls					0.5	0.5	\$75.00	\$800.00
	Horizontal control work		0.5	1		1	2.5	\$325.00	
	Vertical control work		0.5	1		1.5	3	\$400.00	
Topo Survey	Limited Abstracting for ROW							\$200.00	\$3,035.00
	ROW estimate for scope of topo survey		1	2		1	4	\$500.00	
	Surveying roadway & topo features			1		12	13	\$1,905.00	
	QC/QA		2			1	3	\$430.00	
Project Management	Proj Management							\$0.00	\$0.00
Total									\$3,835.00

Item 2: Level of Efforts for Basemap Plan									
Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Plan	Topo Plan			2	8		10	\$930.00	\$1,070.00
	QC/QA		1				1	\$140.00	

Item 3: Level of Efforts for Survey Control Maps									
Survey Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total
Survey Control Map	Preparing Survey control map		1	2	4		7	\$710.00	\$710.00

Item 4: Level of Efforts for Establishing Design Center Line										
Survey Tasks	sub tasks	Principal \$220.00	RPLS \$140.00	SIT \$105.00	CADD \$90.00	Crew \$150.00	Hrs	Cost	Total	
Establish design center line	Establish design center line				0.5		4	4.5	\$652.50	\$652.50

CLEAR CREEK AVENUE CITY OF LEAGUE CITY



STREET	LENGTH (FT)
Clear Creek Ave.	1056
TOTAL	1056

Exhibit B

Applicable - Please See Next Pages

(3 pages, including this page)

PSA Exhibit B

PHASE REQUIREMENTS

- I. **Design Phase Services are considered "Time Critical" and subject to Liquidated Damages as outlined in Item 5 of the Professional Services Agreement. This phase must conform to the following submittal types and requirements: 30% Submittal Not Required for this project**
- 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**

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**

CDBG Federally Required Contract Clauses

THE FOLLOWING FEDERALLY REQUIRED CONTRACT CLAUSES, OR SIMILAR CLAUSES, WILL BE REQUIRED FOR ALL CONTRACTS RESULTING FROM THIS SOLICITATION.

Please sign the last page to acknowledge these clauses and include in the forms section of your response.

I. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient 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

The Subrecipient 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

CDBG Federally Required Contract Clauses

- 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

The Subrecipient shall furnish reports to the Grantee 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 Grantee 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.

CDBG Federally Required Contract Clauses

The Subrecipient 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, the Subrecipient 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

The Subrecipient 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 Grantee. 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

The Subrecipient 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

The Subrecipient 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

The Subrecipient's obligation to the Grantee 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 Grantee), and determining the custodianship of records.

CDBG Federally Required Contract Clauses

8. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, its designees or the Federal Government, at any time during normal business hours, as often as the Grantee 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 the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with the current City policy concerning Subrecipient audits.

C. Reporting & Payment Procedures

1. Budgets

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

2. Program Income

The Subrecipient 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 the Subrecipient shall comply with the requirements set forth in 24 CFR 570.504(c). By way of further limitations, the Subrecipient 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 Grantee 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 Grantee.

3. Indirect Costs

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

CDBG Federally Required Contract Clauses4. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient 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 the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

D. Procurement1. Compliance

The Subrecipient 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 the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds must either be:

- a. Used by the Subrecipient 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 Grantee's Agreement with HUD; or
- b. Transferred to the Grantee; 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 Grantee. 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, the Subrecipient 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 Grantee or be disposed of in accordance with the applicable federal rules and regulations, including, but not limited to OMB Circular A-110.
- e. The Grantee, in its sole discretion, shall determine

CDBG Federally Required Contract Clauses

whether or not the Subrecipient 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, the Subrecipient 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 the Subrecipient as set forth in the Texas Bus. Org. Code Ann. Section 22.001, et seq or any other applicable statute.

2. OMB Standards

The Subrecipient 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

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

4. Relocation, Acquisition & Displacement

The Subrecipient 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. The Subrecipient agrees to comply with applicable Grantee Ordinances, Resolutions, and Policies concerning displacement of individuals from their residences.

5. Build America, Buy America Act

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. Any request for substitute or "or equal" shall include the Manufacturer's Certification of

CDBG Federally Required Contract Clauses

compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

II. PERSONNEL & PARTICIPANT CONDITIONS**A. Civil Rights****1. Compliance**

The Subrecipient 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

The Subrecipient 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. The Subrecipient 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. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee 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, the Subrecipient 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 Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, 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.

CDBG Federally Required Contract Clauses4. Section 504

The Subrecipient 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 Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action1. Approved Plan

The Subrecipient 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

The Subrecipient 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. The Subrecipient may rely on written representations by sub-Subrecipients regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its sub-Subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, 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

The Subrecipient 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 the Subrecipient's contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the

CDBG Federally Required Contract Clauses

notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity/Affirmative Action Statement

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

6. Sub-Agreement Provisions

The Subrecipient 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

The Subrecipient 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

The Subrecipient 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. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of these acts and laws. Such documentation shall be made available to the Grantee for review upon request.

CDBG Federally Required Contract Clauses

The Subrecipient 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 Grantee 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 the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient 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. The Subrecipient 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 (Updated 12/17/2024)

- 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 USC.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; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

CDBG Federally Required Contract Clauses

- 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 actions, 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.
 - 1. The contractor will certify that any vacant employment positions, including training positions, that are filled 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.
- e. 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.
- f. 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 USC 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).

I have read the above contract clauses and understand that they will be required in any contract for projects which include federal funding sources.

(PRINT NAME OF SIGNATORY)

(SIGNATURE)

(DATE)