**Request for Proposal (RFP) for Planning/Administration Professional Service - Cover Letter**

June 30, 2021

Re: TxCDBG **2021** Planning and Capacity Building Fund Services

Dear Planning Service Provider:

Attached is a copy of the Request For Proposals for necessary planning services to apply to the 2021 Planning and Capacity Building Fund and, if funded under a grant contract with the Texas Department of Agriculture – Office of Rural Affairs (TDA), to carry out grant contract activities and generate appropriate reports and mapping for the City of Hooks, Texas. The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Mail to:

*Andria Whitehurst*

*P.O. Box 37*

*603 East Avenue A*

*Hooks, Texas 75561*

*Email digital copy to:*

*a.whitehurst@cityofhooks.org*

Along with your proposal, you must also include verification that your company as well as the company’s principal or principals are not listed (is not debarred) through the federal government’s System for Award Management ([www.SAM.gov](http://www.SAM.gov)). Please include a printout of the search results.

The deadline for submission of planning services is (*July 12, 2021 at 10 AM.* Please submit 3 copies of your proposal.

The City of Hooks reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards Act.

The City of Hooks is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Mayor

**Sample Request for Proposals for Planning Services**

The City of Hooks, Texas is seeking to enter into a professional services contract with a competent planning consulting firm to assist the city in the overall development of a planning process and planning reports of its recent contract received from Texas Department of Agriculture – Office of Rural Affairs (TDA) for any and or all Planning Grant Services. The following outlines the request for proposals.

I. **Scope of Work** - The contract will encompass all project related services to the City of Hooks, including, but not limited to, the completion of the attached contract for Planning and Capacity Building Funds (or Colonia Planning Funds, if applicable) of the Texas Community Development Block Grant Program between the City of Hooks and TDA.

***Application Writing and Compressive Plan Writing***

II. **Statement of Qualifications** - The city is seeking to contract with a competent planning and/or engineering firm that has experience in the following areas:

1. Experience with the federal Community Development Block Grant program, through either the HUD Entitlement/Small Cities or Texas Community Development Block Grant Program.
2. The City’s Performance Study would include studies form the following list: base study, Water and Wastewater System Study, Storm Drainage System Study, Street System Study, Recreational and Open Space study, Thoroughfare System Survey, Capital Improvement Study, Subdivision Ordinance Study, and Zoning Ordinance Study

As such, please provide within your proposal a list of past client local governments, as well as resumes of all planners and/or engineers who will or may be assigned to this project if your firm received the planning services contract award.

III. **Proposed Cost of Services** - Considering the attached contract between the City of Hooks and TDA – Office of Rural Affairs, please specify the proposed cost to city, and estimated time of completion. These include a proposed cost by Scope of Work category of what you or your firm feels is appropriate for each area of the Scope of Work. Please note that the City of Hooks will not use lowest/best bid as the sole basis for entering into this contract.

IV. **Evaluation Criteria** ‑ The proposals received will be evaluated and ranked according to the following criteria:

|  |  |  |
| --- | --- | --- |
| Criteria |  | Maximum  Points |
| Experience |  | 55 |
| Work Performance |  | 30 |
| Capacity to Perform |  | 10 |
| Price |  | 5 |
| **Total** |  | 100 |

V. **Deadline for submission** is 10 AM on July 12, 2021. Please email a digital copy of your proposal to: a.whitehurst@cityofhooks.org

**DISCLAIMER: This sample draft document was developed by TDA’s Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.**

**Sample Contract**

**ADMINISTRATION/PROFESSIONAL SERVICES**

**PART I**

**AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between the *CITY/COUNTY* OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "City"/”County”, acting herein by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter called "the Contractor”, acting herein by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the *City/County* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ desires to [*implement/construct/etc*.] the following: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*describe project*] under the general direction of the Texas Community Development Block Grant (hereinafter called “TxCDBG”) Program **administered by the Texas Department of Agriculture;** and Whereas the City/County desires to engage\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to render certain [professional /**administration**] services in connection with this TxCDBG Project, Contract Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

[Text deleted]

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. Local Program Liaison - For purposes of this Contract, the [*e.g. City Manager/County \_\_\_\_\_\_\_]* or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to **Records** - **The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County’s TxCDBG contract with TDA. [Text deleted]**

5. **Retention of Records - The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.**

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable,* including the following exhibits/attachments: represents the entire and integrated agreement between the City/County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Local City/County Official)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Contractor’s Authorized Representative)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

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### **PART II**

**PERFORMANCE STATEMENT/SCOPE OF SERVICES**

All activities funded with TxCDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency. The Contractor certifies that the activities carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

Contractor shall identify a planning period and prepare a general plan regarding the following planning activities using generic population and other broad parameters for the purpose of funding allocation and for the area identified in the Application. The Contractor shall ensure that the amount of grant funds expended for each activity described herein does not exceed the amount specified for such activity in the Budget.

### BASIC PLANNING ACTIVITIES

### BASE MAPPING

Contractor shall prepare a corporate area base map, which should coordinate with the State Plane Coordinate System, in digitized format and hardcopy for use in reports and wall-mounting, preferably laminated for the city, at a scale of **1" = 600'** or better, (no smaller than 22 x 36 inches), which shall show at least the features (1) through (11) below:

The State Plane Coordinate (SPC) system provides coordinates on a flat grid for easy computation while maintaining a difference between geodetic and grid distance of one part in 10,000 or better. The State Plane Coordinate system divides the U.S. into a hundred or more distinct grid surfaces (Zones). Texas has five (5) State Plane Zones. Do not mix coordinates from one Zone with that in another. If you need to cross Zone boundaries, use Geodetic Positions. For more information about the State Plane Coordinate System contact the National Geodetic Survey Information Services.]

These data are to be used for graphical representation only. The Texas Department of Agriculture assumes no responsibility for the accuracy of said data.

* + 1. Highway and street rights-of-way;
    2. Highway designations and street names;
    3. All major drainage ways;
    4. Major bodies of water;
    5. Block and lot lines for all platted subdivisions as available;
    6. Property lines within unplatted subdivisions as available;
    7. The width of all major utility easements;
    8. Railroad rights-of-way;
    9. All subdivisions and their names;
    10. Corporate limits;
    11. Other major facilities or features to include but not necessarily limited to:
        1. Major park and recreation areas and facilities;
        2. Water Treatment plants;
        3. Sewage Treatment plants;
        4. Extraterritorial jurisdiction line, as appropriate; and
        5. Other significant features.

### FINANCIAL ANALYSIS

Contractor shall make a financial analysis of the locality to the extent possible to determine its approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:

* + 1. Past, present, and anticipated sources and amounts of income;
    2. Annual budgets;
    3. Operating costs;
    4. Direct and overlapping public debt;
    5. Outstanding municipal bonds and their schedule of retirement;
    6. Public improvements financing practices; and
    7. Recommended standards concerning debt limitations.

### HOUSING INVENTORY, ANALYSIS AND PLAN

1. Contractor shall prepare a housing conditions inventory, analysis and plan which shall, to the fullest extent possible, be based on the participation of a diverse and representative group of housing interests. (A “diverse and representative group of housing interests” includes owners and renters, realtors, developers, builders, single persons, families, minorities, disabled persons, etc. Generally, all persons must be encouraged to participate in plan preparation, particularly those considered within the protected classes of the Fair Housing Act. No person shall be excluded or denied program benefits on the basis race, color, religion, sex, handicap (disability), national origin, and familial status).
2. Contractor shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the three following classifications shall be utilized within the study: 1) Standard,

2) Deteriorating, and 3) Dilapidated.

1. Contractor shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. Contractor shall record vacant and abandoned residential units as the assessment is being made.
2. To the extent possible, Contractor shall determine whether housing is owner or renter occupied.
3. Contractor shall use the base map at its contracted scale to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
   1. Included on the map shall be the delineation of low and moderate income areas, as can be determined from the most recent available Census and/or TxCDBG demographic survey, with a brief narrative for the basis of their delineation.
   2. Included on the map shall be clearly marked units and/or areas of affordable housing that are properly represented on the map legend.
   3. Included on the map shall be census geographic boundary delineations as available from the most recent Census. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community.
4. Contractor shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population and identifiable segments of the population, including the need for fair housing.
5. Contractor shall identify previous implementation actions, both public and private, taken during the past two years to implement or improve housing programs, including fair housing.
6. Contractor shall determine what local administrative and legal capacity is available or in effect to overcome housing-related problems which could be utilized more fully, (such as, the use of non-profit organizations), to improve housing, provide remedies to housing needs, including the need for fair housing.
7. Contractor shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
8. Contractor shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities, including fair housing and improved housing stock resiliency during and after disaster situations.

### POPULATION

1. Contractor shall compare census data of the locality from 1990 to present. Contractor must provide total number of project beneficiaries. From the total project beneficiaries, Contractor must provide number of persons in each of the sex, race and Hispanic origin categories; and by number of persons benefiting from activity by income status.

|  |  |  |
| --- | --- | --- |
| Total Project:  Beneficiaries | Male: | Female: |

Please divide beneficiaries according to the following race categories breaking out those who are also Hispanic. Columns should total and grand total should equal total beneficiaries.

|  |  |  |  |
| --- | --- | --- | --- |
| **Race** | **Non-Hispanic** | Hispanic Ethnicity also | **Total** |
| White |  |  |  |
| Black/African American |  |  |  |
| Asian |  |  |  |
| American Indian/Alaskan Native |  |  |  |
| Native Hawaiian/Other Pacific Islander |  |  |  |
| American Indian/Alaskan Native & White |  |  |  |
| Asian & White |  |  |  |
| Black/African American & White |  |  |  |
| American Indian/Alaskan Native & Black/African American |  |  |  |
| Other Multi-Racial |  |  |  |
|  | | Grand Total |  |

**Example:** Total beneficiaries equals eleven persons. For each of your beneficiaries you should determine both their race and whether or not they would also be included in the Hispanic ethnicity. In this example, nine persons are considered White by the census bureau and four of those nine are Hispanic in ethnicity. Therefore, on the form those four would be marked in the row for White and the column for Hispanic. The remaining five White non-Hispanic staff would be listed on the row for White and the column for non-Hispanic. The total for the White Non-Hispanic and White Hispanic should equal the total for White beneficiaries. The remaining two persons are Black/African American and of those two, one is also Hispanic in ethnicity. So… one will be listed on the Black/African American row and the column listed as Hispanic ethnicity while the other will be listed on the Black/African American row but under the Non-Hispanic column. The total for all Black/African Americans will be two and the grand total for all beneficiaries should equal the total number of beneficiaries, in this case eleven.

|  |  |
| --- | --- |
| **Income Level** | **No. of Persons** |
| Very Low (at or below 30% of the AMFI) |  |
| Low (31-50% of the AMFI) |  |
| Moderate (51-80% of the AMFI) |  |
| Non-Low/Moderate (above 80% of AMFI) |  |
| **Total** |  |
| Subtotal – All Low/Mod |  |
| Percent Low/Mod |  |

1. Contractor shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
2. Contractor shall:
   1. Estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
   2. Analyze the distribution of classes protected by federal fair housing laws on the basis of race, color, religion, sex, handicap (disability), national origin, and familial status within the community, where such information is available from the most recent Census or other official publications at the block or block group level.
   3. Use the base map at its contracted scale for illustrative purposes and create a Population Distribution Map showing the existing and projected population distribution for the planning period. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community. Included on the map shall be census geographic boundary delineations as available from the most recent Census.

### LAND USE INVENTORY, ANALYSIS AND PLAN

1. Contractor shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ), if significant development has occurred there.
2. Categories in classifying land uses shall include, as a minimum, the following:
   1. Vacant (vacant developed or vacant undeveloped);
   2. Agriculture (cultivated and range land - five or more acres);
   3. Residential (single family, two family, multi-family, manufactured and mobile homes);
   4. Commercial; (retail and services);
   5. Industrial; (light and heavy);
   6. Public and Semi-Public (schools, parks and public buildings); and
   7. Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
3. Contractor shall prepare a color-coded Existing Land Use Map of the corporate area using the base map at its contracted scale. Contractor shall prepare a color-coded map of existing land uses within the planning area at appropriate scale, if the development within the ETJ or portion of the ETJ was determined to be significant in its potential impact on the city. Colors should conform to standard code.
4. Contractor shall make a tabulation of the existing land uses to show:
   1. Total acreage by use;
   2. Percentage of acreage in each land use;
   3. Acres per 100 persons, or other standard for comparison purposes; and
   4. Developed and undeveloped land as a percent of the total land.
5. Contractor should make an analysis of the community regarding past and potential developments and should report on factors affecting the development of land, such as those below:
   1. Occupied dwelling units;
   2. Existing land use;
   3. Thoroughfares
   4. Existing and anticipated population;
   5. Soil characteristics as related to developments;
   6. Adequacy of public utilities;
   7. Adequacy of public facilities;
   8. Storm drainage problem areas;
   9. Natural and man-made constraints.
6. Contractor shall prepare a goal(s) statement and annual land use related objectives and, using the base map at its contracted scale, Contractor shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

### CENTRAL BUSINESS DISTRICT

### COMMERCIAL AREA INVENTORY

1. Contractor shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
   1. The existing land use of the Central Business District;
   2. Street rights-of-way and pavement widths, where applicable;
   3. Locations and condition of sidewalks, curbs and gutters;
   4. On and off-street parking;
   5. Condition of buildings;
   6. Location of traffic controls by types; and
   7. Traffic volumes and turning movements for major streets, where available;
   8. Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
2. Contractor shall show the above inventory on a symbol-coded map at a 1" = 200' scale.
3. Contractor should prepare a sketch drawing to show the relationship of the CBD to other supportive and competitive development within the community.

### ANALYSIS

Contractor shall analyze the findings above and should determine:

1. The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
2. A ratio of existing and projected commercial acreage;
3. A ratio of used and vacant commercial floor area in the central business district; and
4. Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

### CENTRAL BUSINESS DISTRICT PLAN

1. Contractor shall prepare a goal(s) statement and annual Central Business District related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
2. In relation to recognized problems, goals and objectives, Contractor shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
   1. Improvement to facades and alleyways;
   2. Pedestrian walkways;
   3. Landscape treatment of street medians, pedestrian ways and rest areas; and/or
   4. Removal of obsolete buildings and overhead utility lines.
3. Contractor shall prepare a Central Business District Plan at a scale of 1" = 200' to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District Plan map(s) shall, as a minimum include but not necessarily be limited to:
   1. Any necessary rearrangement of land uses to improve compatibility;
   2. Any necessary building relocation or reorientation in order to improve their usefulness; and
   3. On and off-street parking areas.
4. Contractor shall present phased improvements, estimated costs and sources of funding.

### STREET SYSTEM

### STREET STUDY

1. Contractor shall determine if any prior studies have been made of part or all of the street system. Studies prepared on the system should be listed with the name of the firm that prepared the study, the date of the study, and brief description of relevant information.
2. Contractor shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
   1. Rights-of-way widths, as available;
   2. Paving widths, types and condition of pavement;
   3. Curb and gutter and/or borrow (roadside) ditches;
   4. Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
3. Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
4. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Street Conditions Map showing the existing street system inventory.

### STREET SYSTEM ANALYSIS

1. Contractor shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
2. Contractor shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes. (See the “thoroughfares” component of this performance statement, if applicable.)

### STREET PLAN

1. Contractor shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy–related recommendations regarding streets’ improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
2. Using the base map at its contracted scale, Contractor shall prepare a Future Street Conditions Map. The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

### THOROUGHFARE SYSTEM

### INVENTORY OF MAJOR AND COLLECTOR STREETS

1. Contractor shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
2. Contractor shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
   1. Peak hour and average daily traffic counts, where available;
   2. Right-of-way widths;
   3. Paving widths, types and condition of pavement;
   4. Traffic control data;
   5. Parking restrictions;
   6. Curb and gutter;
   7. Origin and destination information, where available;
   8. Land use and traffic generator information;
   9. Truck routes; and,
   10. Emergency routes.
3. Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
4. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

### THOROUGHFARE ANALYSIS

1. Contractor shall list and rank problems related to the thoroughfares system.
2. To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
   1. Texas Department of Transportation traffic counts, local traffic habits, and other factors;
   2. Circulation studies prepared previously; and
   3. Street standards approved by the locality and State.

### THOROUGHFARE PLAN

1. Contractor shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
2. In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, Contractor shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area. Using the base map at its contracted scale for illustrative purposes, Contractor shall show phased improvements on a Future Improved Thoroughfares Map.
3. Contractor should prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during the planning period.

### WATER SYSTEM

### WATER SYSTEM INVENTORY

1. Contractor shall make a review of all prior studies and other available data on the existing water system. Previous engineering and planning studies prepared on the system should be listed with the date and name of the firm that prepared the study.
2. Contractor shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
   1. Location of lines, valves, fire hydrants, and line sizes;
   2. Location and capacity of ground and elevated storage facilities;
   3. Location and capacity of wells and pumps;
   4. Location and capacity of water treatment facilities, as appropriate;
   5. Location and capacity of generators;
   6. Condition of system elements and other system data, as available.
3. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Water System Map showing existing facilities as specified in the inventory required above. Mapping shall show all facilities and illustrate the entire area that the facilities serve.
4. Contractor shall report appropriate standards and criteria used to determine the water system needs and include them in the narrative section of the report, including the name of publications where standards can be found. Reference shall be made to the existing and required Drought Contingency and Water Conservation Plan.

### WATER SYSTEM ANALYSIS

1. Contractor shall make an analysis of the water system and list and rank problems and should present possible alternative actions and costs in providing solutions, while particularly considering the water system’s ability to provide reliable service, including fire protection within state standards during drought conditions. As a minimum, the following should be considered in determining problems connected with the water system:
   1. Water quality; (6) Water costs to city;
   2. Storage facilities; (7) Water cost to customers and review of current and
   3. Availability of water; future needs;
   4. Water pressure; (8) Operation procedures.
   5. Distribution lines; (9) Ability to function under disaster situations, such as, flood,

fire, tornado, power outages, etc.

1. Contractor shall determine the adequacy of the system to meet existing and forecasted needs.
2. Contractor shall evaluate the local system’s capability to provide water under drought and other disaster-related conditions and in regard to its drought contingency and water conservation plan and accepted conservation practices.
3. Contractor shall evaluate the local system’s capability to provide water, including during drought and other disaster-related conditions, and coordinate with the Regional Water Plan and the State Water Plan, where applicable.

### WATER SYSTEM PLAN

1. Contractor shall prepare a goal(s) statement and water system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding water system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
2. The studies and plans developed shall be in strict accord with criteria established by the Texas Commission on Environmental Quality (TCEQ), Texas Water Development Board (TWDB), and the Texas Department of Insurance.
3. As much as is applicable, appropriate and possible during the contract period and in coordination with TCEQ, which requires drought management plans, Contractor shall include drought and conservation plans in its overall water system plan. The plans should also include consideration of water provision during other disaster situations, such as flood, fire, tornado, power outages, etc.
4. Using the base map at its contracted scale for illustrative purposes, Contractor shall illustrate the existing and proposed water system and findings on a Future Water System Map. Recommended improvements shall be shown by phases.

### WASTEWATER SYSTEM

### WASTEWATER SYSTEM INVENTORY

1. Contractor shall make a review of all information regarding the existing wastewater system. Engineering and planning studies prepared previously should be listed with the date and name of the firm that prepared the study.
2. Contractor shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
   1. Location, condition, and size of lines as available;
   2. Location of manholes and cleanouts;
   3. Location and capacities of lift stations;
   4. Location and capacity of generators;
   5. Treatment facility and operation arrangement.
3. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
4. Contractor shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

### WASTEWATER SYSTEM ANALYSIS

Contractor shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:

* + 1. Infiltration;
    2. Industrial waste and special treatment facilities;
    3. Operational procedures;
    4. Unserved areas;
    5. Characteristics of the soil and terrain affecting collection treatment;
    6. Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

### WASTEWATER SYSTEM PLAN

1. Contractor shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy–related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
2. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
3. Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

### STORM DRAINAGE SYSTEM

### STORM DRAINAGE INVENTORY

1. Contractor shall make a review of all available information on storm drainage within the city. If any engineering and planning studies have been prepared on drainage, they should be listed with the firm name and date.
2. Contractor shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
   1. Location and condition of drainage ways;
   2. Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
   3. Location of 100 years flood hazard areas; and
   4. Identification of areas within the community where local flooding has occurred.
3. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

### STORM DRAINAGE ANALYSIS

1. Contractor shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
2. Contractor shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated. Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

### STORM DRAINAGE PLAN

1. Contractor shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy–related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include: (1) priorities; (2) estimated costs; and (3) sources of possible funding.
2. Using the base map at its contracted scale for illustrative purposes, Contractor shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

### CAPITAL IMPROVEMENTS PROGRAM

### FINANCIAL ANALYSIS

Contractor shall consider the financial analysis accomplished as part of **A. BASIC PLANNING ACTIVITIES** to determine the its approximate ability to finance present and future capital improvements.

### CAPITAL NEEDS LIST

1. Based on the previous studies, and all capital needs, Contractor shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. Contractor shall classify the type of capital improvements according to guidelines, such as:
   1. Mandatory: Those which protect life or health.
   2. Necessary: Those which are important public services.
   3. Desirable: Those which replace obsolete facilities.
   4. Acceptable: Those which reduce operating costs.
2. Contractor shall report possible effects of each identified capital improvement need and/or recommended capital improvements on members of classes protected under federal Fair Housing law(s), taking into consideration geographic concentration and other analysis required in Section A.3.c. of this Performance Statement. Contractor shall analyze and report the effects each improvement may have on the following:
   1. Affordable housing opportunities outside of areas of geographic concentration of protected classes;
   2. Residents of areas with concentrations of protected classes whether the proposed project provides city-wide or target area benefit;
   3. Equal treatment and access for disabled persons to public facilities throughout the community;
   4. Other Fair Housing goal(s), as appropriate.

### CAPITAL IMPROVEMENTS PROGRAM

1. In consonance with the capital needs list and in coordination with the city’s budget, Contractor shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
2. A map shall be prepared to show the projects by type and year of construction. The map shall show any identified areas that contain a concentration of aforementioned protected classes within the community. (See Basic Planning Activities component of this Exhibit A, Performance Statement). Included on the map shall be census geographic boundary delineations as available from the most recent Census.

### SUBDIVISION ORDINANCE

### ORDINANCE DEVELOPMENT

* + 1. Contractor shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
    2. The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

### ORDINANCE REVIEW

* + 1. Following development of the technical material and prior to adoption, Contractor shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
    2. Contractor shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

### ZONING

### ORDINANCE DEVELOPMENT

* + 1. Contractor shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan. Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws, including affirmatively furthering fair housing and reducing or eliminating disparate treatment of classes protected under federal Fair Housing law(s),
    2. Based on the Land Use Plan and other plans related to physical development of the municipality, Contractor shall have prepared a Zoning District Map using the base map at its contracted scale.

### ORDINANCE REVIEW

* + 1. Following development of the technical material and prior to adoption, Contractor shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning, particularly that it has positive influence in the effort to promote fair and affordable housing.

b The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption and be submitted to the Department as provided herein.

### CERTIFICATIONS, PRESENTATIONS, REPORTS AND PUBLICATIONS

* 1. In addition to other requirements placed on Contractor regarding its certifications of contract compliance, Contractor shall ensure passage of a local resolution after a final summary is presented to the executive government that is prerequisite to final reimbursement under this contract. The local resolution shall indicate and state:
     1. Local officials’ participation in preparing and reviewing planning documents for local needs, contract compliance, and the final presentation of the plan at the final hearing and/or meeting met or exceeded a one (1) hour minimum requirement set forth by this contract;
     2. Goals and objectives developed for each contracted planning element were presented, discussed, reviewed and established by local officials;
     3. Inventory, analyses, plans and maps associated with them required under contract were presented, discussed and reviewed by local officials;
     4. Capital needs listed and ranked within the reports were presented, discussed, and reviewed by local officials;
     5. Opportunities were provided for citizen participation in the planning process;
     6. Local review established that the planning documents are suitable as policy guides for the locality;
     7. Local efforts in plan(s) preparation were intended to eliminate impediments to fair housing and support equitable distribution of the plans’ benefits;
     8. Contracted planning documents are accepted by the city as substantiation for payment requisition to the Department, and for Contractor’s payment to its consultant(s); and
     9. Statement of how the contractor intends to use its planning documents prepared under the contract.
  2. One paper hard copy of each study produced under this contract shall be submitted to the Department for review and comment. All work, including mapping that is folded and not rolled, shall be published in an 8 1/2" by 11" report. A letter from Contractor shall accompany the report and include an attached itemization and/or a description where each requirement of this performance statement can be found within each report to include chapter, page and paragraph.
  3. ONLY ONE (1) TYPE OF MAPPING SOFTWARE SHOULD BE USED FOR ALL MAPS REQUIRED UNDER THIS CONTRACT. Contractor shall maintain source map data (original vector data) and the graphic data in data files on machine readable media which are compatible with computer systems owned or readily available to the local government. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the maps shall be maintained in written form. Contractor shall provide the Department a letter signed by the authorized signatory attesting to the receipt of such data.
  4. Contractor shall provide the Department a compact disk (CD) media, written in Adobe Acrobat portable document format (\*.pdf), that contains the narrative and mapping prepared under this contract. The CD shall also contain source map data (original vector data).

Contractor shall ensure that the CD contents and label are properly identified. Specifically, the CD contents and label shall show the locality name, contract number, planning period covered by the report, topics included within the CD report (on the CD), and preparer’s name and date of preparation. Complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the texts and maps shall be provided to the Department in the locality’s closeout letter from Contractor and be shown on the compact disk label.

* 1. Each element requiring mapping shall have separate inventory and plan maps, as stated within each element’s performance requirements. All requested maps required herein, with the exception of aerial maps, may be reduced in size if legible and included in appropriate reports. Two (2) 8" x 10" prints with accompanying electronic data may be submitted to the Department in lieu of full-scale aerial maps.
  2. All reports, maps, CD labels, and other products completed as a part of this contract, other than documents prepared exclusively for internal use by the Department, shall carry the following notation on the front cover, CD label, or a title page and on the face of maps:

FINANCED THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE. The preparation of this

document was financed through provisions of a Texas Community Development Block Grant with funds allocated by the U.S. Department of Housing and Urban Development.

* 1. Any article or other work submitted by Contractor for publication must include a disclaimer as stated in the Special Conditions:

The Texas Department of Agriculture in conjunction with the United States Department of Housing and Urban Development furnished financial support to the activity described in this publication which does not necessarily indicate the agreement of the Texas Department of Agriculture or of the United States Department of Housing and Urban Development with the statements or conclusions contained in this publication.

* 1. When advertising the final public hearing, Contractor shall ensure that the newspaper notice indicates that the planning documents prepared under this contract are available for review at least twelve (12) days prior to the final hearing to evaluate Contractor’s performance under the contract.

**PART IV**

**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm’s breach of the contract from any amounts it might otherwise owe the Firm.

1. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor’s services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City/County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [*This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties*.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.

b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of FEMA award between FEMA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the FEMA award between FEMA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

1. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the FEMA award between FEMA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the FEMA award between FEMA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Conflicts Disclosure Statement. (Sec. 176.003 in Chapter 176 of the Local Government Code)

* 1. A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
     1. the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and
     2. the vendor:

1. has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor;
2. has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that: (i) a contract between the local governmental entity and vendor has been executed; or (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.

(a-1). A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is: (1) a political contribution as defined by Title 15, Election Code; or (2) food accepted as a guest.

(a-2). A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.

* 1. A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).

14. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

**Federal Civil Rights Compliance**.

15. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over $10,000).

During the performance of this contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, “Equal Employment Opportunity,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

17. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

18. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

19. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

20. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to $100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than $100,000, include the following Section 3 language:]*

21. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

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 Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm'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 Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement 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 Agreement. 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).

1. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

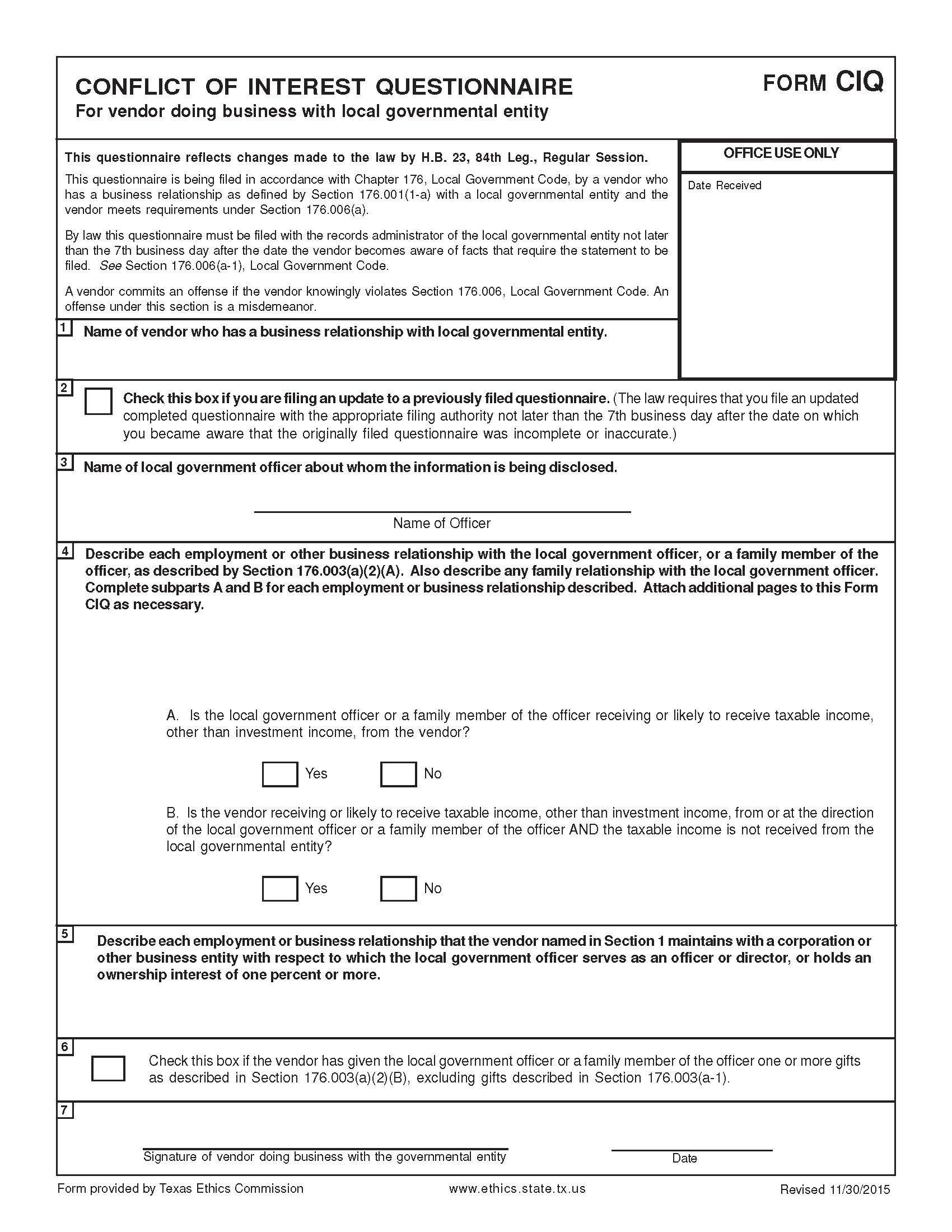
Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

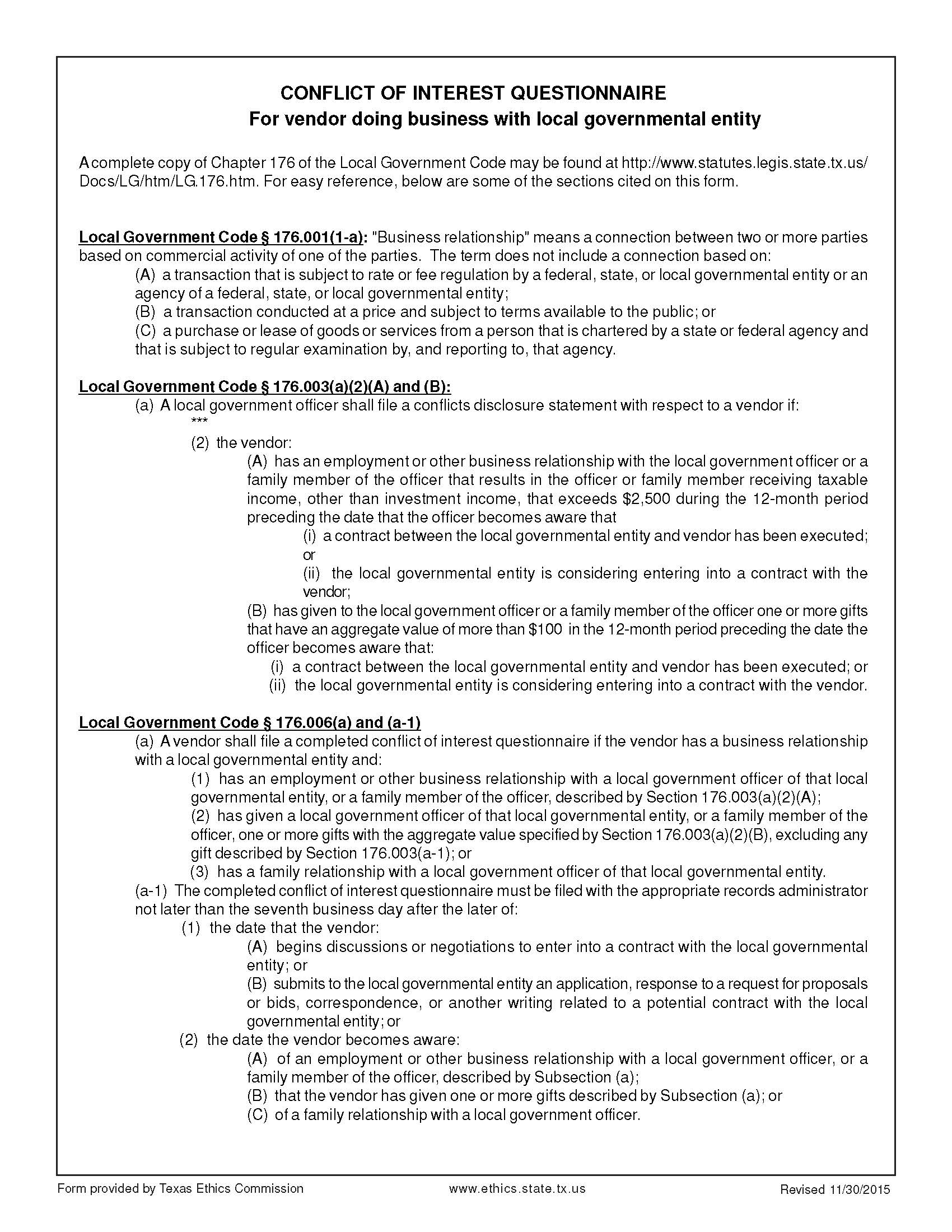
1. Energy Efficiency - The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
2. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
3. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**Insert Proof of Registration with the System for Award Management (SAM). Include record search for company name and company principal.**

**INSERT CERTIFICATE OF**

**INSURANCE HERE**





Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor’s Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title of Contractor’s Authorized Official

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Federal Action:**  a. contract  \_\_\_\_ b. grant  c. cooperative agreement  d. loan  e. loan guarantee  f. loan insurance | **Status of Federal Action:**  a. bid/offer/application  \_\_\_\_\_ b. initial award  c. post-award | | **Report Type:**  a. initial filing  \_\_\_\_\_ b. material change |
| **Name and Address of Reporting Entity:**  \_\_\_\_ Prime \_\_\_\_\_ Subawardee  Tier\_\_\_\_\_\_, if Known:  **Congressional District, if known:** | | **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime:  **Congressional District, if known:** | |
| **Federal Department/Agency:** | | **7. Federal Program Name/Description:**  CFDA Number, *if applicable*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| **Federal Action Number,** *if known:* | | **9. Award Amount**, *if known:*  **$** | |
| **10. a. Name and Address of Lobbying Registrant**  *(if individual, last name, first name, MI):* | | **b. Individuals Performing Services** *(including address if different from No. 10a)*  *(last name, first name, MI):* | |
| **11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.** | | **Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Print Name: \_\_\_\_\_**  **Title: \_\_\_\_\_**  **Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_** | |
| **Federal Use Only** | | **Authorized for Local Reproduction**  **Standard Form - LLL (Rev. 7-97)** | |



(To be completed by awarded vendor)

**REQUIRED CONTRACT PROVISIONS**

*Italics – Explanatory; not contract language*

**All Contracts**

|  |  |  |
| --- | --- | --- |
| **THRESHOLD** | **PROVISION** | **CITATION** |
| None | (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award  Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989  Comp., p. 235), ‘‘Debarment and Suspension.’’ SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200  APPENDIX II (H) |
| None | The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City’s/County’s TxCDBG contract with TDA. | 2 CFR 200.336(former 24 CFR 85.36(i)(10)) |
| None | Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. | 2 CFR 200.333(former 24 CFR (85.36(i)(11)) |
| None | Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.  (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:  (1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and  (2) the vendor:  (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that:  (i) a contract between the local governmental entity and vendor has been executed; or  (ii) the local governmental entity is considering entering into a contract with the vendor;  (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:  (i) a contract between the local governmental entity and vendor has been executed; or  (ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.  (a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:  (1) a political contribution as defined by Title 15, Election Code; or  (2) food accepted as a guest.  (a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.  (b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a). | [Chapter 176](https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm) of the Local Government Code |
| >$10,000 | (*B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.*  ***Use the following language for contracts > $ 10,000:***  Termination for Cause  If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.  Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor’s breach of contract from any amounts it might otherwise owe the Contractor.  Termination for Convenience of the City/County  City/County may at any time and for any reason terminate Contractor’s services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.  [Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.] | 2 CFR 200  APPENDIX II(B) |
| >$50,000 | *(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*  ***Use the following language for contracts > $50,000:***  Resolution of Program Non-compliance and Disallowed Costs  In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit. | 2 CFR 200  APPENDIX II (A) |
| Option Contract Language for Procurement before Grant Funds Awarded | Payment of the fees [described in \_\_\_\_ section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County. | 2 CFR 200.319(a) |

**Additional provisions for administration & engineering contracts associated with construction contracts**

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| **THRESHOLD** | **PROVISION** | **CITATION** |
| >$10,000 | *(Italics – Explanatory; not contract language)*  *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’*  *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:*  **§60-1.4(b) Equal opportunity clause.**  (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:*  *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*  During the performance of this contract, the contractor agrees as follows:  (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.  (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.  (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.  (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.  (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.  (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.  (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.  (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.  The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.  The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.  The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.  (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.  (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.  (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.  (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.  [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015] | 41 CFR §60-1.4(b)  And  2 CFR 200  APPENDIX II (C) |
| >$100,000 | *§135.38 Section 3 clause*  *All section 3 covered contracts shall include the following clause (referred to as the 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 135, 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 135 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 135, 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  135. 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 135.  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 135 require employment opportunities to be directed, were not filled to circumvent  the contractor’s obligations under 24 CFR part 135.  F. Noncompliance with HUD’s regulations in 24 CFR part 135 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). | 24 CFR §135.38 |

**Construction Contracts**

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| --- | --- | --- |
| **THRESHOLD** | **PROVISION** | **CITATION** |
| >$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act;  >$100,000 for Contract Work Hours and Safety Standards Act | *HUD 4010 Federal labor standards provisions include:*   1. *Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)*   *See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.* |  |
| >$2,000  (Satisfied with inclusion of HUD 4010) | *Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti-Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):*  (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. | 2 CFR 200  APPENDIX II (D) |
| >$10,000 | *(Italics – Explanatory; not contract language)*  *2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’*  *Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > $10,000:*  **§60-1.4(b) Equal opportunity clause.**  (b) *Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:*  *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:*  During the performance of this contract, the contractor agrees as follows:  (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.  (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.  (3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.  (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.  (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.  (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.  (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.  (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.  The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.  The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.  The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.  (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.  (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.  (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.  (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.  [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015] | 41 CFR §60-1.4(b)  And  2 CFR 200  APPENDIX II (C) |
| ≥$100,000 | (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to  the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee  of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.  Such disclosures are forwarded from tier to tier up to the non-Federal award. | 2 CFR 200  APPENDIX II (I)  and  24 CFR §570.303 |
| >$100,000  (Satisfied with inclusion of HUD 4010) | (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers  must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the  wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements  do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. | 2 CFR 200  APPENDIX II (E) |
| >$100,000 | *§135.38 Section 3 clause*  *All section 3 covered contracts shall include the following clause (referred to as the 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 135, 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 135 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 135, 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  135. 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 135.  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 135 require employment opportunities to be directed, were not filled to circumvent  the contractor’s obligations under 24 CFR part 135.  F. Noncompliance with HUD’s regulations in 24 CFR part 135 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). | 24 CFR §135.38 |
| >$150,000 | (G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the  non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). | 2 CFR 200  APPENDIX II (G) |

**Sample Proposal Rating Sheet for Planning Services**

**TxCDBG PROJECT NO. GRANT RECIPIENT**

**NAME OF OFFEROR**

**DATE OF RATING**

**NAME OF PERSON PERFORMING RATING**

SAMPLE

**CRITERIA POSSIBLE AWARDED**

**POINTS**

A. Experience of firm (55 points)

Community Planning: base mapping, land

use and housing studies, water and waste-

water systems studies, streets and drain-

age studies, capital improvements studies

with good financial analyses, etc. 20 \_\_\_\_\_\_\_

Mapping: number and quality of maps to be

produced and provided. 15 \_\_\_\_\_\_\_

Familiarity with this region

of the state 10 \_\_\_\_\_\_\_

Ability to communicate and encourage

citizen involvement (as can be determined

from presentation) 5 \_\_\_\_\_\_\_

Project management 5 \_\_\_\_\_\_\_

**SUBTOTAL** \_\_\_\_\_\_\_

COMMENTS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CRITERIA POSSIBLE AWARDED**

**POINTS**

B.Work performance (30 points)

Facilitates completion of

activities on schedule 10 \_\_\_\_\_\_\_

(*B.**Work performance (30 points) cont.*)

Reports and mapping are of a high

quality (See attached samples) 10 \_\_\_\_\_\_\_

Number of workshop meetings to be held 10 \_\_\_\_\_\_\_

**SUBTOTAL** \_\_\_\_\_\_\_

**NOTE: Information necessary to assess the offeror on this criterion should be gathered by contacting past and current clients.**

COMMENTS

C. Capacity to perform (10 points)

Staffing level/experience of staff 5 \_\_\_\_\_\_\_

Adequacy of resources 5 \_\_\_\_\_\_\_

**SUBTOTAL** \_\_\_\_\_\_\_

COMMENTS

D. Proposed Cost (5 points)

|  |  |
| --- | --- |
| Factors |  |
| A = Lowest Proposal | $ |
| B = Bidder's Proposal | $ |

**A** ÷ **B x 5 equals Respondent's Score** **SUBTOTAL** \_\_\_\_\_\_\_

**TOTAL SCORES**

**A. Experience** 55 \_\_\_\_\_\_\_

**B. Work performance** 30 \_\_\_\_\_\_\_

**C. Capacity to perform** 10 \_\_\_\_\_\_\_

**D. Proposed Cost**  5 \_\_\_\_\_\_\_

**GRAND TOTAL** \_\_\_\_\_\_\_