

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING SERVICES  
RELATED TO  
ENGINEERING & PLANNING PROJECT NO. 2025-10008  
CITY OF TOMBALL  
CARRELL & LOVETT STORM SEWER IMPROVEMENTS**

**THE STATE OF TEXAS           §  
   §  
COUNTY OF HARRIS         §**

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Teague Nall and Perkins, Inc. ("Engineer").

**WITNESSETH:**

WHEREAS, the City desires to design storm sewer improvements along Carrell and Lovett Street as part of the Community Project Funding Grant Program (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning and design, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I.  
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in the Section VII.

**SECTION II.  
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent engineering practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and

agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

### **SECTION III. OWNERSHIP OF WORK PRODUCT**

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Engineer's completion of the services which will result in the production of such instruments and Engineer's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Engineer from continuing to use those processes, analyses and data.

### **SECTION IV. TIME FOR PERFORMANCE**

The time for performance is an estimated 540 calendar day duration beginning from the execution date of this Agreement. Upon written request of the Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

### **SECTION V. COMPLIANCE AND STANDARDS**

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

## **SECTION VI. INDEMNIFICATION**

**To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.**

## **SECTION VII. ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed **\$910,000**, including reimbursable expenses as identified in Exhibit "A".

## **SECTION VIII. INSURANCE**

Engineer shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

## **SECTION IX. TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to

the City when and if this Agreement is terminated.

**SECTION X.  
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Consultant at the following address:

Teague Nall and Perkins, Inc.  
Attention: John Dean  
2170 Buckthorne Place, Suite 100  
The Woodlands, Texas 77380

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball  
Attn: Project Manager  
501 James Street  
Tomball, Texas 77375

**SECTION XI.  
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**SECTION XII.  
SUCCESSORS AND ASSIGNS**

The City and Engineer bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**SECTION XIII.  
DISCLOSURE OF INFORMATION**

Engineer shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**SECTION XIV.  
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

**SECTION XV.  
ADDITIONAL SERVICES OF ENGINEER**

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Exhibit "A". These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.  
CONFLICTS OF INTEREST**

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Consultant shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

**SECTION XVII.  
PAYMENT TO ENGINEER FOR SERVICES AND  
REIMBURSABLE EXPENSES**

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

**XVIII.**  
**MISCELLANEOUS PROVISIONS**

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence or performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

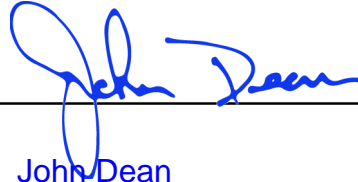
E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

F. In accordance with Chapter 2274 of the Texas Government Code, Engineer covenants that it: (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate during the term of this contract against a firearm entity or firearm trade associations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Engineer, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Company Name: Teague Nall and Perkins, Inc.**



Name: John Dean

Title: Director of Client Services, Associate Principal

**CITY OF TOMBALL, TEXAS**

\_\_\_\_\_  
David Esquivel, City Manager

ATTEST:

\_\_\_\_\_  
Thomas Harris III, City Secretary

## City of Tomball

### Professional Engineering Services for Community Project Funding Grant Program: Lovett Street and Carrell Street Roadway and Drainage Improvements

#### **PROJECT DESCRIPTION:**

Lovett Street and Carrell Street are located between Hufsmith and Main Street in Harris County Flood Control District (HCFCD)'s J131-00 basin within the City of Tomball (CLIENT). These streets are in a mostly residential area that includes two churches: Good Shepherd Episcopal Church and Carrell Street Baptist Church. The area has experienced continual flooding and was identified as a priority drainage improvement project in Tomball's Drainage Study, adopted in April of 2025. Currently, drainage within the area is divided at the intersection of Lovett and Carrell Streets. Carrell drains to the HCFCD channel and Lovett drains to Hufsmith Road. The roadside ditches, driveway culverts, and drainage along Hufsmith Road are inadequately sized, causing storm water to back up into several cul-de-sacs along the east side of Lovett Street.

The CLIENT has applied for, and received, grant funding through the Community Project Funding Grant Program with the U.S. Department of Housing and Urban Development (HUD) for the Lovett Street and Carrell Street project and they have enlisted the services of TNP, inc. (CONSULTANT) for the roadway and drainage design. The drainage study defines four alternatives for improving drainage conditions of the area which are to be evaluated further in a preliminary engineering report as part of this scope of work. Alternatives that do not rely on coordination and funding from other entities are prioritized.

#### **SCOPE OF SERVICES:**

##### **Task 1- Project Management:**

The CONSULTANT will perform the following as part of the task:

1. Develop Project Management plan for project
2. Develop project specific QA/QC plan for project
3. Prepare monthly progress reports in a form satisfactory for grant requirements
4. Prepare monthly invoices in compliance with grant requirements
5. Provide monthly updates to client on schedule, progress, critical path items and milestones
6. Meet with Client for Plan review sessions

##### **Task 2- Coordination:**

The CONSULTANT will perform the following as part of the task:

1. Submit monthly progress reports
2. Attend Comment/Response meetings with the CLIENT and other agencies
3. Coordination with HCFCD
  - A. Discuss permitting requirements to reroute a portion of storm flow from Lovett to the channel.
  - B. Discuss drainage modelling results
  - C. Discuss channel tie in with headwalls to improve hydraulics and improve vehicular safety



- D. Discuss channel protection at the box culvert outfall.
- 4. Coordination with GrantWorks
  - A. Discuss environmental impacts
  - B. Discuss City reimbursements
  - C. Discuss Specification requirements like Davis Bacon and Buy American, etc. and also meet Tomball requirements.
  - D. Discuss specification bidding options to meet federal requirements and Tomball requirements.
  - E. Provide Monthly Progress Reports to the grant manager to include funding elements.

Task 3- Survey:

CONSULTANT will provide all office and field work necessary to perform a Topographic Design Survey for a portion of Lovett and Carrell Streets. The survey will include the entire right-of-way width of each street and extend approximately 20 feet beyond the right-of-way where possible. The survey limits will begin at the intersection of Lovett Street and Hufsmith Road and run south and west along said streets for approximately 4,000 LF to the existing Harris County Flood Control ditch. Additionally, the survey will extend 100 LF up intersecting streets within the project area.

Field surveys will be conducted to identify existing topography (one-foot contours), visible features and above ground improvements including buildings, pavement, structures, curbs, fences, trees (6" dbh and larger), sidewalks, landscaped areas, and other pertinent features within the project area as necessary for engineering design. Existing property corners will be located as necessary for a Registered Professional Land Surveyor to determine existing rights-of-way, property lines and easements within the project area, and to develop the proposed easement documents anticipated for the project.

CONSULTANT will research available public records to determine ownership and contact information for properties requiring access to complete the engineering work. CONSULTANT will endeavor to make contact with landowners by mail, email, phone or in-person. All landowner responses will be tracked and can be provided to the CLIENT if requested.

All survey information provided by the CONSULTANT will be referenced to Grid North of the Texas Coordinate System of 1983 {South Central Zone No. 4204; NAD83(2011) Epoch 2010} as derived locally from Allterra Central's continuously operating reference stations via real time kinematic survey methods. Elevations will be referenced to NAVD88 datum as derived from said RTK observations. Orthometric heights will be calculated by applying the Geoid 18 model to ellipsoid heights.

CONSULTANT shall perform all surveying services in accordance with the General Rules and Procedures of Practice, and the Professional and Technical Standards established by the Texas Board of Professional Engineers and Land Surveyors.

**DELIVERABLES:**

- 1. Right of Entry Letters, Responses, and Log where applicable
- 2. Boundary survey along the Lovett and Carrell ROW.

3. Property ownership and contact information for properties along Lovett and Carrell Streets
4. Drawings showing 1 foot interval topography along Lovett and Sarrell Streets to include utility and trees that accessible above grade.

**Task 4- Subsurface Utility Engineering (SUE) Services-Via Subconsultant:**

The CONSULTANT will perform the following through a sub-consultant as part of the task:

1. Quality Levels D and C
  - Collect and compile available utility records from utility owners within the project limits using Texas 811 One-Call
  - Use professional judgement to correlate records with aboveground survey features (manholes, handholes, valve covers, utility markers) to draw utility linework in 2D
2. Quality Level B Where deemed necessary or conflicts are anticipated.
  - Perform geophysical utility investigation using electromagnetic locators on toneable utilities
  - Designate and map the horizontal position of detected subsurface utilities
  - Record utility type, alignment, and confidence level
3. Quality Level A – Where deemed necessary or conflicts are anticipated.
  - Conduct non-destructive hydroexcavation and backfill per City of Tomball specifications at selected locations to expose utilities
  - Measure and document precise horizontal and vertical positions
  - Record utility size, material, depth, and condition
  - Restore test hole locations to pre-existing conditions
4. Existing Utility Layouts
  - Prepare an Existing Utility Layout based on Quality Levels
  - Deliver utility file in CAD format
  - Deliver Existing Utility Layout in PDF format
5. Deliverables:
  - Utility Records for utilities within project limits
  - CAD file with existing utilities
  - Test Holes Data Sheets
  - Existing Utility Layouts

**Task 5- Geotechnical Engineering via Subconsultant:**

The CONSULTANT will perform the following through a sub-consultant as part of the task:

**FIELD EXPLORATION**

The proposed field exploration includes:

No. of Borings	Depth per Boring (feet)	Location
7	15	Along the alignment of the proposed utilities

Seven borings totaling 105 feet of drilling are included in this scope of work.

Field personnel will drill the borings using the equipment stated in our assumptions. Cohesive and non-cohesive soil samples will be obtained using three-inch diameter Shelby tube samplers (ASTM D-1587) and two-inch diameter standard split-spoon samplers (ASTM D-1586), respectively.

An engineering geologist or soils technician will extrude the samples in the field, check the samples for consistency with a hand penetrometer, carefully wrap them to preserve their condition, and return them to the laboratory for testing. A log of each boring will be prepared to document field activities and results. The subconsultant will stake the boring locations using normal taping procedures. Locations will be shown on the plan of borings. Precise surveying of boring locations and elevations is not included in the cost estimate. These services may be provided upon request, at additional cost. At the completion of drilling operations, bore holes will be backfilled and patched.

#### LABORATORY EXPLORATION

Laboratory tests will be required for classification purposes, to determine strength characteristics, and to evaluate both the short- and long-term deformation/swell properties of the materials encountered. Testing will be in accordance with our standard procedures which include moisture content and soil identification, liquid and plastic limit determinations, strength tests on soil, and unit weight determinations. The specific types and quantities of tests will be determined based on soil conditions encountered in the borings.

#### ENGINEERING SERVICES

The engineering report will be prepared by a registered engineer and will present the results of the field and laboratory data together with our analyses of the results and recommendations. We will provide a digitally signed and sealed report in electronic PDF format.

The report will address:

- soil and groundwater conditions encountered at the boring locations;
- utility related recommendations;
- earthwork recommendations, including material and compaction requirements; and
- construction considerations related to soil and groundwater conditions at the borings.

#### DELIVERABLES

1. Map showing location and depth of bores
2. Lab Tests showing soil and groundwater conditions encountered for each bore.
3. Earthwork recommendations including compaction recommendations.
4. Any unusual construction considerations based on soil condition.

#### Task 6- Hydraulics and Hydrology Analysis:

#### DRAINAGE IMPACT ANALYSIS (DIA)

CONSULTANT will perform a hydrologic and hydraulic analysis of Stream J131-03-00 from Hufsmith, down Lovett Street and Carrell Streets to the outfall in Stream J131-00-00 (Boggs Gully). The analysis

will be performed in accordance with City of Tomball and Harris County Flood Control District (HCFCD) standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). CONSULTANT will perform the following tasks associated with the DIA:

1. Obtain and review all available hydrologic and hydraulic data from the CLIENT, HCFCD, and FEMA.
2. Develop existing conditions hydrology for stream watershed. Create hydraulic model in HEC-RAS of Stream J131-03-00 using topographic ground survey data and compute the existing conditions flood elevations.
3. Revise hydrology calculations based on the proposed infrastructure design. Create proposed hydraulic conditions model in HEC-RAS of Stream J131-03-00 based on the proposed channel design. The proposed channel or box culvert will be sized to meet CLIENT, HCFCD, and FEMA criteria.
4. Size and model proposed culvert improvements at Hufsmith Road in HEC-RAS.
5. Compute the proposed conditions flood elevations and delineate floodplain for J131-03-00.
6. Prepare a report and exhibits summarizing the assumptions made, methodologies used, and conclusions reached in the DIA.
7. Submit the DIA, design plan sheets, and submittal documents to the appropriate review entities (City of Tomball, Harris County, and HCFCD). Coordinate with those entities and address their comments until approval is granted.

*\*Application fees are not included in the BASIC SERVICES fees and must be paid by the CLIENT prior to submittal.*

#### DELIVERABLES

1. Sizing of Hufsmith proposed cross culvert
2. Sizing of Box Culverts or road side ditches along Lovett and Carrell Streets
3. Floodplain elevation changes, if any, on HCFCD Channel J131-03-00
4. DIA Report and exhibits showing conditions and assumptions for modelling
5. DIA approval by HCFCD and City of Tomball and Harris County, and other stakeholders.

#### Task 7- Conceptual Design (30%) and Preliminary Engineering Report:

CONSULTANT will perform the following as part of the Conceptual Design task:

1. Prepare a preliminary engineering report (PER) to the standards of the Community Project Funding Grant Program which evaluates the drainage solutions outlined in the "City of Tomball Drainage Master Plan" prepared by Civil Systems Engineering, inc. dated March 18, 2025.
2. The PER will be in PDF format with a rollplot format.
3. Review the PER with the CLIENT to select alternative to be designed.
4. The Conceptual Design will be performed for the limits as noted in the Project Description.
5. Perform project management & administration activities as necessary to properly manage the project.
6. Review CLIENT design guidelines/standards, select appropriate design standards and develop a

- Design Criteria Matrix of all applicable design components for CLIENT review and confirmation.
7. CONSULTANT will attend a project kickoff meeting with CLIENT and prepare agenda and meeting minutes.
  8. Perform data collection through review and research of record documents, and other pertinent information related to the project.
  9. Setup project design files in CADD.
  10. Develop complete and accurate base map in AutoCAD Civil 3D 2025 showing all existing Right-of-Way (ROW), easements, and features identified in SUE and topographic and boundary surveys.
  11. Schedule and attend a project site visit after completion of field surveys with project team and CLIENT staff. The CONSULTANT shall summarize the CLIENT'S comments from the field visit and submit this information to the CLIENT in writing.
  12. Attend one (1) meeting with CLIENT and to discuss project scope and proposed improvements
  13. The following design tasks will be performed:

#### ROADWAY (LOVETT STREET AND CARRELL STREET)

- a) Establish center line alignments of Lovett Street and Carrell Street
- b) Establish roadway typical sections
- c) Establish location of face of curb
- d) Establish PGL (top face of curb) where applicable
- e) Establish locations of cross streets and driveway connections, along Lovett Street and Carrell Street
- f) Establish location of storm inlets along Lovett Street and Carrell Street.
- g) Analyze sight triangles and turning movements at Lovett Street and Carrell Street.
- h) Establish limits of construction

#### DRAINAGE

- a) Incorporate hydrologic and hydraulic data from drainage study performed in Task 6.
- b) Develop overall existing drainage area map for project limits
- c) Establish horizontal location of culvert crossings and offsite area inlets
- d) Develop overall proposed drainage area map for project limits
- e) Perform runoff calculations to determine design year flow rates for delineated drainage areas
- f) Establish horizontal location and flow line of trunk line and culvert crossings
- g) Size trunk line and culvert crossings
- h) Determine locations of manholes and junction boxes
- i) Establish schematic grading limits required for culvert crossings and offsite area inlets

#### UTILITY RELOCATION

- a) Establish horizontal and vertical location and top of proposed storm pipe and

- existing utilities
- b) Propose horizontal and vertical utility relocation for City and Franchise utilities.

14. Review proposed improvements against existing base map of existing utilities and on-site features found during field surveys. Identify design constraints.
15. Prepare a preliminary roll plot of the proposed drainage alignment and road improvements
16. Compile construction quantities and develop the conceptual opinion of probable construction cost (OPCC).
17. Conduct a 30% Internal QC review workshop with CONSULTANT staff to review key design concepts (proposed roadway grades, proposed cross-sections, constructability, utility issues, etc.), and revise design, as necessary.
18. Prepare notes to reviewer.
19. Prepare documents and make conceptual design submittal to CLIENT, CONSULTANT will submit the following:
  - a) Roll plot Format
  - b) OPCC
  - c) Design Criteria Matrix
  - d) Notes to reviewer
20. Prepare and transmit comment response form to CLIENT.
21. Attend conceptual design submittal review meeting with CLIENT to review provided comments.

#### DELIVERABLES

1. Prepare documents and make conceptual design submittal to CLIENT, CONSULTANT will submit the following:
  - a) PER in PDF format
  - b) Roll plot in PDF format
  - c) OPCC
  - d) Design Criteria Matrix

#### Task 8- Preliminary Design (60%):

CONSULTANT will perform the following as part of the Preliminary Design task:

1. The Preliminary Design will be performed for the entire limits of Lovett Street and Carrel Street, including the water line, as noted in the Project Description.
2. Incorporate comments made by CLIENT on the conceptual design submittal into the project design.
3. Perform project management & administration activities as necessary to properly manage the project.
4. The following design tasks will be performed:

#### ROADWAY

- a) Update typical sections with roadway pavement and subgrade section determined through geotechnical investigation
- b) Layout roadway signage plan
- c) Determine earthwork volumes
- d) Identify conflicts with existing on-site features and prepare demolition plans
- e) Finalize limits of construction and easement limits

#### DRAINAGE

- a) Incorporate hydrologic and hydraulic data from drainage study performed in Task 4.
- b) Update overall proposed drainage area map & update hydrologic calculations as necessary
- c) Establish locations, sizes and flow lines for curb inlets, and laterals
- d) Select appropriate TxDOT standard headwalls and/or end treatments for culverts.
- e) Subdivide drainage areas and calculate the flow rate to each inlet
- f) Develop proposed drainage area map for subdivided drainage areas
- g) Perform hydraulic calculations for storm drain system to determine HGL. Update pipe sizing as necessary
- h) Perform hydraulic calculations for open channel/ditch to determine freeboard (if necessary)
- i) Perform hydraulic calculations for storm inlets to ensure conformance with criteria for design year storm

#### UTILITIES RELOCATION

- a) Revise horizontal and vertical alignment as necessary to minimize impacts
- b) Forward results on to franchise utilities
- c) Establish location appurtenances

#### PHASING & DETAILS

- a) Layout construction phasing
- b) Develop traffic control plan
- c) Develop narrative of suggested traffic control plan
- d) Develop narrative of suggested sequence of construction
- e) Select appropriate erosion control measures and develop erosion control plan
- f) Select appropriate standard details

- 5. Identify locations of required right of way acquisition and easements.
- 6. Prepare overall exhibit identifying parcels and locations of proposed property acquisitions including right of way, water line easements, and drainage easements (if necessary).
- 7. Update PER roll plot and prepare 60% plan sheets (22"x34" sheets) consisting of the following:
  - a) Cover Sheet
  - b) Sheet index
  - c) General Notes Sheet(s) and Legend

- d) Quantity breakdown sheet(s)
  - e) Project control sheet
  - f) Typical pavement section sheet(s)
  - g) SUE Plan Drawings
  - h) SUE Test Hole Sheets
  - i) Demolition sheets (1"=20')
  - j) Paving plan and profile sheets (1"=20')
  - k) Intersection grading sheets (1"=20')
  - l) Paving marking and signing sheets (1"=20')
  - m) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
  - n) Existing drainage area map & Hydrologic Calculations (Overall)
  - o) Proposed drainage area map & Hydrologic Calculations (Overall)
  - p) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
  - q) Hydraulic calculation sheet (storm inlets)
  - r) Hydraulic calculation sheet (storm drain HGL)
  - s) Storm drain plan and profile sheets (1"=20')
  - t) Culvert crossing sheets (1"=20')
  - u) Storm drain lateral sheets
  - v) Ditch/Channel Plan and Profile Sheets (if necessary) (1"=20')
  - w) Overall Water Layout (1"=100')
  - x) Water line plan and profile sheet(s) (1"=20')
  - y) Illumination sheets (1"=20')
  - z) Construction Sequencing & Narrative sheets (1"=100')
  - aa) Traffic control & Narrative sheets (1"=100')
  - bb) Erosion control sheets (1"=50')
  - cc) City, HCFCD and project specific detail sheets
8. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost (OPCC).
9. Prepare Preliminary Project Manual, including Bid Form and Special Conditions and technical specifications. CLIENT to provide template and front end documents, CONSULTANT to update front end documents. CONSULTANT to provide technical specifications to clearly identify the scope of work for each bid item.
10. Preliminary Design Submittal, CONSULTANT will submit the following:
- a) 60% plan set
  - b) Preliminary Project Manual
  - c) OPCC
  - d) Design Criteria Matrix
  - e) Notes to reviewer
11. Prepare and transmit comment response form to CLIENT.
12. Attend preliminary design submittal review meeting with CLIENT to review provided comments.



**DELIVERABLES:**

The CONSULTANT will submit the following:

- a) 60% plan set
- b) Preliminary Project Manual
- c) OPCC
- d) Design Criteria Matrix

**Task 9- Construction Documents and Final Construction Documents (90% and 100%):**

The CONSULTANT will perform the following as part of the Pre-Final & Final Design task:

1. The Pre-Final and Final Design will be performed for the entire project limits, as noted in the Project Description.
2. Incorporate comments made by CLIENT on the preliminary design submittal into the project design.
3. Finalize plan set (22"x34" sheets) consisting of the following:
  - a) Cover sheet
  - b) Sheet index
  - c) General Notes Sheet(s) and Legend
  - d) Quantity breakdown sheet(s)
  - e) Project control sheet
  - f) Typical pavement section sheet(s)
  - g) SUE Plan Drawings
  - h) SUE Test Hole Sheets
  - i) Demolition sheets (1"=20')
  - j) Paving plan and profile sheets (1"=20')
  - k) Intersection grading sheets (1"=20')
  - l) Paving marking and signing sheets (1"=20')
  - m) Paving cross-sections sheets, every fifty (50) feet and cross-sections at every driveway.
  - n) Existing drainage area map & Hydrologic Calculations (Overall)
  - o) Proposed drainage area map & Hydrologic Calculations (Overall)
  - p) Proposed drainage area map & Hydrologic Calculations (Minor Areas)
  - q) Hydraulic calculation sheet (storm inlets)
  - r) Hydraulic calculation sheet (storm drain HGL)
  - s) Storm drain plan and profile sheets (1"=20')
  - t) Culvert crossing sheets (1"=20')
  - u) Storm drain lateral sheets
  - v) Ditch/Channel Plan and Profile Sheets (if necessary) (1"=20')
  - w) Overall Water Layout (1"=100')
  - x) Water line plan and profile sheet(s) (1"=20')
  - y) Illumination sheets (1"=20')
  - z) Construction Sequencing & Narrative sheets (1"=100')
  - aa) Traffic control & Narrative sheets (1"=100')

- bb) Erosion control sheets (1"=50')
  - cc) City, TxDOT, and project specific detail sheets
4. Finalize locations of right of way takings and easements. Prepare separate instrument documents. It is assumed that property acquisition will commence after completion of the preliminary design phase.
  5. Prepare detailed opinion of probable construct cost based on current unit prices from the proposal of authorized construction, which shall include summaries of bid items and quantities on the unit price system of bidding, wherever practical.
  6. When required by the nature of the project, the Consultant shall provide necessary exhibits and attend a public meeting with the CLIENT.

#### DELIVERABLES:

The CONSULTANT will submit the following:

1. Pre-Final Design Submittal (90%)
  - a) 90% plan set
  - b) Final Separate Instruments for Property Acquisition
  - c) Project Manual
  - d) OPCC
2. Final Design Submittal 100%
  - a) 100% Plan Set (Signed and Sealed)
  - b) Project Manual (Signed and Sealed)
  - c) Final OPCC

*Upon completion of the final design review by CLIENT, the CONSULTANT shall furnish to the CLIENT, the engineering data, signed and sealed construction plans, completed forms, and reports necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in-aid or for planning advances not included in Basic Engineering Services). The CONSULTANT will consider the design complete at this point.*

#### SCHEDULE:

The CONSULTANT will complete this scope of working within 15 months of NTP.

*Coordination and review times from outside agencies may impact the schedule.*

**FEE BREAKDOWN:**

<b>Task:</b>	<b>Fee:</b>
1: Project Management	\$35,000
2: Coordination	\$50,000
3: Survey	\$70,000
4: SUE	\$115,000
5: Geotechnical Engineering	\$25,000
6: Hydraulics and Hydrology Analysis	\$45,000
7: Conceptual Design and PER (30%)	\$225,000
8: Preliminary Design (60%)	\$225,000
9: Construction Documents and Final Construction Documents (90% and 100%)	\$120,000
<hr/>	
<b>Total:</b>	<b>\$910,000</b>

**ADDITIONAL SERVICES:**

CLIENT and CONSULTANT agree the following services are beyond the Scope of Services described in the tasks above. However, CONSULTANT can provide these services, if needed, upon the CLIENT's written request. Any additional amounts paid to the CONSULTANT as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include, but are not limited to, the following:

1. Survey not specifically described herein, including but not limited to topographic survey, ROW survey, finished floor elevations, or additional survey on private properties.
2. Comprehensive review of hydrologic and hydraulic modeling prepared by others or under separate contract to extents or in capacities other than those stated herein.
3. Preparation of applications and supporting documents for government grants or planning advances for public works projects.
4. Tree survey's or preparation of tree mitigation plans
5. Construction staking
6. Property acquisition coordination
7. Street cut permits for Geotechnical or SUE investigations
8. Matting for pipeline corridor for Geotechnical or SUE investigations
9. Attendance to meetings in addition to tasks outlined in Exhibit 'A'
10. Bid phase services
11. Construction phase services
12. Landscape architecture design
13. Irrigation design

14. Traffic signal phasing, signal timing, signal warrant analysis
15. Traffic Signal Design
16. Public art design
17. Engineering design of retaining walls, foundations for structures, soil conditioning plans, landscape features, entry gates or screening walls.
18. Analysis or design of detention mitigation ponds.
19. FEMA Letter of Map Revisions (CLOMR, LOMR-F, etc) not specifically described herein.
20. Water and/or sanitary sewer studies or modeling.
21. Preparation of emergency action plans or similar.
22. TWDB water rights permitting.
23. Environmental assessments or permitting.
24. Preparation of easement documents, right-of-way documents or abandonment documents.
25. Preparation of cost estimates beyond those quantified herein.
26. Presentations and public meetings not specifically described herein.
27. Gas and franchise utility relocations.
28. Additional drawings, exhibits, metes and bounds descriptions and/or signed and sealed survey documents are not included in the scope of services proposed herein.
29. If required, Right-of-Way Documents can be provided for the unit cost price of \$5,000.00 per each. The proposed right-of-way will be monumented on the ground by 5/8-inch rebar with plastic caps stamped "TNP".

Approved by CLIENT:

**City of Tomball**

By: Drew Huffman  
 Title: Public Works Director  
 Date: \_\_\_\_\_

Accepted by CONSULTANT:

**Teague Nall and Perkins, Inc.**



By: John Dean, AICP  
 Title: Director, Associate Principal  
 Date: August 1, 2025

**Firm Contact Information:**

2170 Buckthorne Place, Ste. 100  
 The Woodlands, Texas 77380  
 346-353-9366

# HUD 2 CFR 200 Engineer Contract Requirements

## Required Contract Provisions

### 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.

### 2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Firm's services and work at City/County's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm 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 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 HUD 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.

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 HUD award between HUD 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 HUD award between HUD 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.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the HUD award between HUD 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 HUD award

between HUD 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. 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 Compliance.**

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

- a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b. Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. 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).

23. 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 (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

#### 24. Access to Records.

The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the HUD award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's HUD contract.

#### 25. Retention of Records.

The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

#### 26. Verification No Boycott Israel.

As required by Chapter 2271, 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.

#### 27. 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.

A copy of the service provider contract or agreement must be submitted to HUD, and must include the following at a minimum:

- Names of Both Parties - Grant Recipient and firm.
- Effective Dates - Starting and ending dates.
- Scope of Services - Either directly written into the contract or provided as an attachment that is incorporated into the contract.
- Compensation - Including the maximum amount of the contract as either a firm, fixed-price contract, or a not to exceed cost-reimbursable type contract.
- Local Program Liaison - Identification of a **local public official** as the consultant's primary contact.
- Amendments - Procedures for amending the scope of work and/or compensation section.
- Termination - Explaining circumstances under which the Grant Recipient or other party can cancel the contract (e.g., unsatisfactory performance).
- Required contract provisions - must contain the applicable provisions described in 2 CFR Appendix II to Part 200
- Section 3 Compliance

## Instructions for Completing the Certificate of Interested Parties Form 1295

Please note that effective January 1, 2016, pursuant to Texas Government Code, Section 2252.908 (the "Interested Party Disclosure Act"), the County may not award a contract unless the vendor submits a Certificate of Interested Parties Form 1295 (the "Disclosure Form") to the City/County as prescribed by the Texas Ethics Commission.

This notification will serve as conditional acceptance of your proposal until the Disclosure Form is received.<sup>1</sup> The City/County must receive this prior to executing your contract but no later than 21 days after this notice. Please promptly submit the materials described below.

The Disclosure Form can be found at <https://www.ethics.state.tx.us/forms/1295.pdf>, and reference should be made to the following information in order to complete it:

- (a) item 2 – Name of City/County
- (b) item 3 – the identification number, and
- (c) item 3 – description of the goods or services assigned to this contract by the City/County

You must:

- (i) complete the Disclosure Form electronically at the TEC's "electronic portal", and
- (ii) print, sign and deliver a copy (scanned and emailed is fine) of the Disclosure Form and Certification of Filing that is generated by the TEC's "electronic portal."

The following link will take you to the electronic portal for filing:

<https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>

Also, a detailed instruction video may be found here:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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<sup>1</sup> A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education;
- an interagency contract of a state agency or an institution of higher education;
- a contract related to health and human services if:
  - the value of the contract cannot be determined at the time the contract is executed; and
  - any qualified vendor is eligible for the contract;
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.

Neither the City/County nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any business entity with respect to the proper completion of the Disclosure Form.

## Sample Engineering Contract

THIS AGREEMENT, effective on the date of selection by the **Council/Court**, made on the \_\_\_\_ DAY OF \_\_\_\_\_, 2025 by and between the CITY/COUNTY OF \_\_\_\_\_, hereinafter called the "Client" and \_\_\_\_\_ hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Project Funding Grant, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either \_\_\_\_ calendar days or the project's administrative closure date, as defined by HUD, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the [*e.g. City Manager/County*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$ \_\_\_\_\_. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm 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 attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, 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.
6. Miscellaneous Provisions
  - a. This Agreement shall be construed under and 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 an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which **includes Parts I-V and Attachments A-E**, represents the entire and integrated agreement between the City/County and the Firm 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 the Firm.

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: \_\_\_\_\_

(Elected Official, Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

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

(Firm/Contractor's Authorized Representative)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)