

AN ORDINANCE

2012-12-06-0941

ACCEPTING PROPOSALS AND AUTHORIZING THE NEGOTIATION AND EXECUTION OF THREE (3) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROFESSIONAL SERVICES ON-CALL CONTRACTS IN AN AMOUNT NOT TO EXCEED \$130,000.00 EACH OF AEHS, INC., CLEAN ENVIRONMENTS, INC., AND PROFESSIONAL SERVICE INDUSTRIES, INC. TO PROVIDE ON-CALL HEALTHY HOMES CONSULTING SERVICES IN CONNECTION WITH THE CITY OF SAN ANTONIO'S GREEN AND HEALTHY HOMES PROGRAM; APPROPRIATING FUNDS; AND PROVIDING FOR PAYMENT.

* * * * *

WHEREAS, the City Council has approved the City of San Antonio's Green and Healthy Homes (SAGHH) Program as part of the Community Development Block Grant (CDBG) Program; and

WHEREAS, the SAGHH Program currently conducts lead hazard control work and has expanded its services to include assistance for mold, asbestos, safety, integrated pest mitigation, weatherization, and water conservation; and

WHEREAS, in connection with said Program, there exists a need for healthy homes consulting services for lead, asbestos, mold, and monitor work as required by the Texas Department of State Health Services; and

WHEREAS, the City staff rated all individuals and firms which submitted proposals in response to the City of San Antonio's Request for Qualifications (RFQ), dated November 29, 2011, and recommends to the City Council that the proposals of AEHS, Inc., Clean Environments, Inc., and Professional Service Industries, Inc. be accepted for said work, based upon demonstrated ability and qualifications; and

WHEREAS, it is the desire of the City Council to accept said proposals and authorize the negotiation and execution of three (3) on-call professional services contracts with AEHS, Inc., Clean Environments, Inc., and Professional Service Industries, Inc. for professional services;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Proposals from AEHS, Inc., Clean Environments, Inc., and Professional Service Industries, Inc. in response to the City of San Antonio's Request for Qualifications (RFQ) dated November 29, 2011, are hereby accepted to provide healthy homes consulting services on an on-call basis in connection with the San Antonio's Green and Healthy Homes (SAGHH) Program.

SECTION 2. The City Manager or her designee, or either the Deputy City Manager, an Assistant City Manager, an Assistant to the City Manager, or the Director of the Department of Planning and Community Development is hereby authorized to negotiate and execute three (3) on-call professional services contracts with AEHS, Inc., Clean Environments, Inc., and

Professional Service Industries, Inc. to provide services to include oversight for lead, asbestos, and mold, in a fair and reasonable amount not to exceed \$130,000.00 each, for a one-year period from the date of contract and is subject to renewal for two (2) optional one-year terms. The executed professional services contracts will be in substantially the same form as the contract template attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 3. Funds, available in the Lead Hazard Reduction 2012 grant and the Healthy Hazard Production 2012 grant, are hereby authorized for payment and encumbrance to the following consultants: AEHS, Inc., Clean Environments, Inc., and Professional Service Industries, Inc., each in an amount not to exceed \$130,000.00 for on-call professional services contracts with each such consultant. Formal budgets will be provided upon execution of the contracts.

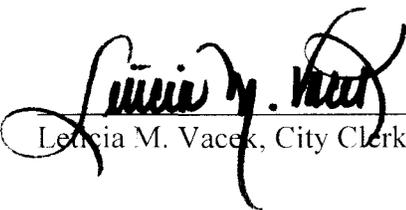
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

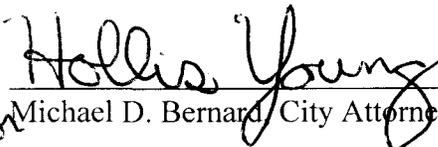
PASSED AND APPROVED this 6th day of December, 2012.


M A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

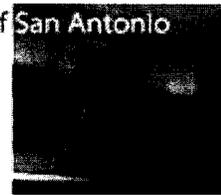
APPROVED AS TO FORM:


for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 24

| Name: | 5, 6, 7, 8A, 8B, 9, 10A, 10B, 11, 12, 13, 14, 15, 16A, 16B, 17A, 17B, 17C, 18, 19, 20, 21, 23, 24, 25, 26A, 26B | | | | | | |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Date: | 12/06/2012 | | | | | | |
| Time: | 02:23:22 PM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing a professional services agreement with AEHS, Inc., Clean Environments, Inc. and Professional Service Industries, Inc. in an amount up to \$130,000.00 each, for Healthy Homes Consultant services to include oversight for lead, mold and asbestos projects. [David Ellison, Assistant City Manager; John Dugan, Director, Planning & Community Development] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Julián Castro | Mayor | | x | | | | |
| Diego Bernal | District 1 | | x | | | | |
| Ivy R. Taylor | District 2 | | x | | | | |
| Leticia Ozuna | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| David Medina Jr. | District 5 | | x | | | | |
| Ray Lopez | District 6 | | x | | | x | |
| Cris Medina | District 7 | x | | | | | |
| W. Reed Williams | District 8 | | x | | | | |
| Elisa Chan | District 9 | | x | | | | x |
| Carlton Soules | District 10 | | x | | | | |

ATTACHMENT I

ON-CALL CONSULTANT CONTRACT

PROJECT NAME: LEAD BASED PAINT HAZARD CONSULTANT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This CONTRACT is hereby made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Interim Director of the Department of Planning and Community Development pursuant to Ordinance No _____, dated December 6, 2012, and (hereinafter referred to as "CONSULTANT"), a Texas limited liability company, acting by and through its _____, hereto duly authorized.

WHEREAS, the CITY receives annual entitlement funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974, as amended (hereinafter referred to as "the Community Development Act") for utilization in connection with its Community Development Block Grant (CDBG) Program,

WHEREAS, the CITY receives annual entitlement funds from the U.S. Department of Housing and Urban Development (HUD) under Title II of the National Affordable Housing Act of 1990 (P. L. 101-625), (hereinafter referred to as "the Act") for utilization in connection with its HOME Investment Partnerships Grant (hereinafter referred to as "HOME") Program; and

WHEREAS, the CITY received certain funds from the U.S. Department of Housing and Urban Development (HUD) under Sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992, as amended (hereinafter referred to as "the Community Development Act of 1992") for utilization in connection with its San Antonio's Green and Healthy Homes Program (SAGHH); and

WHEREAS, the CITY submit for additional funding from the U.S. Department of Housing and Urban Development (HUD), U. S. Environmental Protection Agency (EPA), and any other source of funding to continue activity under this CONTRACT; and

WHEREAS, the City Council has designated the Department of Planning and Community Development as the CITY department responsible for the administration and monitoring of the Project and all matters pertaining thereto; and

WHEREAS, CITY wishes to engage CONSULTANT on an on-call, as-needed basis, to implement and manage various environmental consulting activities including inspection for lead, asbestos, mold, and monitoring work as required by the Texas Department of State Health Services with said Project; **NOW THEREFORE:**

The parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

1.1 For purposes of this CONTRACT, in addition to the definitions and references set forth throughout this CONTRACT, the following terms shall have the meanings indicated:

- (A) "Abatement" - Abatement involves permanently eliminating lead-based paint hazards, through paint removal, component replacement, encapsulation, and enclosure.
- (B) "Business Day" - Every day of the week, except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for its employees.
- (C) "Clearance" - An activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete.
- (D) "Governmental Authority" - Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipal or otherwise), whether now or hereafter in existence.
- (E) "Homeowner" - The owner(s) of the land and improvements in, on or at which the CONSULTANT will perform Work (hereinafter defined) pursuant to this CONTRACT and the Project.
- (F) "Interim Control and Standard Treatment" - Includes addressing friction and impact surfaces, creating smooth and cleanable surfaces, paint stabilization, and sodding of bare soil.
- (G) "Lead Hazard Evaluation" - A risk assessment, a comprehensive lead inspection or a combination of these activities to determine the presence of lead-based paint hazards or lead-based paint in compliance with 24 C.F.R. 35.930.
- (H) "Lead Hazard Reduction" - Activities designed to reduce or eliminate exposure to lead-based paint hazards through methods including interim controls or abatement.
- (I) "Legal Requirements" - (i) Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to CONSULTANT, the grant, or the Property, including, without limitation, the ownership, use, construction,

rehabilitation, development, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable to the Property or the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) CONSULTANT's presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all leases related to the Property, (v) other contracts, whether written or oral, of any nature that relate in any way to the Property or the Project and to which CONSULTANT may be bound.

- (J) "Material" - (i) as to monetary matters, any amount in excess of \$1,000.00, or (ii) as to all other matters, any fact or circumstance without which CITY, in its sole opinion, would not have selected CONSULTANT to receive, or paid to CONSULTANT, the grant.
- (K) "Occupant Protection Plan" - The measures and management procedures that will be taken during the lead hazard control activities to protect the Property (hereinafter defined) occupants from exposure to any lead-based paint hazards.
- (L) "Property"- The land and improvements owned by the Homeowner, and in, on or at which the CONSULTANT will perform Work (hereinafter defined) pursuant to this CONTRACT and the Project.
- (M) "Subcontractor" - Any person, firm or corporation who has a direct contract with the CONSULTANT to perform any portion of the Work (hereinafter) to be performed by CONSULTANT pursuant to the Project or this CONTRACT or to provide materials or equipment to be incorporated into the Work.
- (N) "Work" - All labor necessary to complete the lead-based paint hazard control work on the property required by the Work Statement (hereinafter defined), and all materials and equipment incorporated or to be incorporated in the property during the course of such lead-based paint hazard control work.
- (O) "Work Statement" - Any specifications, plans and drawings, required by the CITY and the itemized list of all work approved by the CITY, together with any change orders approved by the CONSULTANT, the homeowner and the CITY.

II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this CONTRACT shall commence immediately upon its execution and shall terminate on the earlier of (a) one (1) year from the date of execution of this CONTRACT, or (b) Project completion, subject to renewal for two (2) optional one-year terms to be effective and executed at the discretion of the

Director of the Department of Planning and Community Development and contingent upon funding availability.

III. RESPONSIBILITIES

3.1 CONSULTANT hereby accepts responsibility for the performance, in a satisfactory and efficient manner as solely determined by CITY, of all services and activities set forth in this CONTRACT.

3.2 Unless written notification by CONSULTANT to the contrary is received and approved by CITY, CONSULTANT's _____ shall be CONSULTANT's designated representative responsible for the management of all contractual matters pertaining to this CONTRACT.

3.3 City's Department of Planning and Community Development Director or his designate shall be CITY's representative responsible for the administration of this CONTRACT.

3.4 Communications between CITY and CONSULTANT shall be directed to the designated representatives of each as set forth in paragraphs numbered 3.2 and 3.3 hereinabove.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

4.1 CONSULTANT understands that funds provided to it pursuant to this CONTRACT are funds which have been made available to CITY by the federal government under the Community Development Acts of 1974 and 1992, and with other specific assurances made and executed by CITY. CONSULTANT, therefore, assures and certifies that it will comply with the requirements of the Community Development Acts of 1974 and of 1992, and with all regulations promulgated thereunder as codified as Title 24 of the Code of Federal Regulations. CONSULTANT understands, however, that the Community Development Acts of 1974 and 1992 in no way are meant to constitute a complete compilation of all duties imposed upon CONSULTANT by law or administrative ruling, or to narrow the standards which CONSULTANT must follow. Accordingly, CONSULTANT understands that if the regulations and issuances promulgated pursuant to the Community Development Acts of 1974 and 1992 are amended or revised, it shall comply with them or otherwise immediately notify CITY pursuant to the provisions of Article XLI of this CONTRACT.

4.2 CONSULTANT understands that certain compliance requirements mandated by applicable laws or regulations are summarized as follows:

- (A) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.602 – Section 109 of the Housing and Community Development Act of 1974.
- (B) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.603, Labor standards – Federal Labor Standards which includes:

- (i) Davis–Bacon and Related Act (40 USC 276 (A)-7) – Ensures that mechanics and laborers employed in construction work under federally assisted contracts are paid wages and fringe benefits equal to those which prevail in the locality where the work is performed. This act also provides for the withholding of funds to ensure compliance and excludes from the wage requirements apprentices enrolled in bona fide apprenticeship programs.
 - (ii) Copeland Act (Anti-kickback) – Governs the deductions from paychecks which are allowable and makes it a criminal offense to induce anyone employed on a federally assisted project to relinquish any compensation to which he/she is entitled, and requires all contractors to submit weekly payrolls and statements of compliance.
 - (iii) Contract Work Hours and Safety Standards – Provides that mechanics and laborers employed on federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week, and provides for the payment of liquidated damages where violations occur. This act also addresses safe and healthy working conditions.
- (C) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.604, Environmental standards.
 - (D) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.607, Equal Opportunity for Employees and Section 3.
 - (E) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.609, Use of debarred, suspended or ineligible contractors or subrecipients.
 - (F) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.610, Uniform administrative requirements and cost principles:
 - (i) 24 CFR Part 84, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations”;
 - (ii) OMB Circular A-122, “Cost Principles for Non-profit Organizations”; and
 - (iii) OMB Circular A-133, “Audits of States, Local Governments, and Non-profit Organizations”.
 - (G) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.611, Conflict of interest.

- (H) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.613, Eligibility restrictions for certain resident aliens.
- (I) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 570 Section 570.614, Architectural Barriers Act and the Americans with Disabilities Act.
- (J) CONSULTANT acknowledges, understands, and agrees to comply with 24 CFR 85.36(d)(1), Small purchase procurement.
- (K) CONSULTANT acknowledges, understands, and agrees to comply with Title V of the Civil Rights Act of 1964.
- (L) CONSULTANT acknowledges, understands, and agrees to comply with Title VIII of the Civil Rights Act of 1968, the Fair Housing Act.
- (M) CONSULTANT acknowledges, understands, and agrees to comply with 36 CFR 800, Historic Preservation.

4.3 CONSULTANT must at all times remain in compliance with the requirements set out in Section 4.2 hereinabove. CONSULTANT further understands that said requirements in Section 4.2 are summaries and are intended only as such and in no way are meant to constitute a complete compilation of all duties imposed upon CONSULTANT by law or administrative ruling, or to narrow the standards which CONSULTANT must follow.

4.4 CONSULTANT assures that all contractors and subcontractors receiving funds in connection with this Project are familiar with, and shall comply with, any and all applicable rules and regulations as contained in Section 4.2 and that CONSULTANT shall include Section 4.2 as part of every contract awarded in connection with this Project.

4.5 CONSULTANT shall observe and comply with all city, state and federal laws, regulations, ordinances and codes affecting CONSULTANT's operations pursuant to this CONTRACT.

4.6 CONSULTANT understands and acknowledges that the Provisions of Chapter 2258, Texas Government Code, and City Ordinance 2008-11-20-1045, are expressly made a part of this AGREEMENT.

4.7 CONSULTANT shall provide the CITY with sufficient documentation to verify that the provisions of Chapter 2258, Texas Government Code, and City Ordinance 2008-11-20-1045, attached hereto as Exhibit "E", are met.

4.8 CONSULTANT shall request the applicable wage decision of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this AGREEMENT prior to the bidding of the PROJECT. Such wage decision shall be obtained from

the CITY's Labor Compliance Office for inclusion by CONSULTANT or its contractor in the construction solicitation.

4.9 CONSULTANT understands and acknowledges that CITY may request periodic reports or support to ensure adherence to prevailing wage rates provisions.

4.10 If, as a result of CITY's review, the CITY finds any violations, CONSULTANT shall forfeit as a penalty to the CITY sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said Agreement, by the contractor or any sub-contractor.

4.11 CONSULTANT understands and agrees that the establishment of prevailing wage rates pursuant to Chapter 2258, Texas Government Code and City Ordinance 2008-11-20-1045 shall not be construed to relieve CONSULTANT, CONSULTANT's contractor or any subcontractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder.

4.12 CONSULTANT, its contractor and any subcontractor, in the execution of this PROJECT, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed, sex or origin. CONSULTANT and its Contractor and any subcontractor agrees that he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation.

4.13 CONSULTANT ensures that this Article III, paragraphs 4.6 through 4.12 and the related wage decision shall be included in its entirety in any sub-contract agreement entered into by CONSULTANT, CONSULTANT's contractor, and/or subcontractor employed on the project.

4.14 CONSULTANT shall forward any questions regarding these prevailing wage provisions to LaborComplianceOffice-LCO@sanantonio.gov.

V. LEGAL AUTHORITY

5.1 CONSULTANT represents, warrants, assures, and guarantees that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or action passed or taken, to enter into this CONTRACT and to perform the responsibilities herein required.

5.2 The signer of this CONTRACT for CONSULTANT represents, warrants, assures, and guarantees that he or she has full legal authority to execute this CONTRACT on behalf of CONSULTANT and to bind CONSULTANT to all terms, performances, and provisions herein contained.

5.3 In the event that a dispute arises as to the legal authority to enter into this CONTRACT of either the CONSULTANT or the person signing on behalf of CONSULTANT, CITY shall have the right, at its option, to either temporarily suspend or permanently terminate this CONTRACT. Should CITY suspend or permanently terminate this CONTRACT pursuant to this paragraph, however, CONSULTANT shall be liable to CITY for any money it has received from CITY for performance of any of the provisions hereof.

VI. MAINTENANCE OF EFFORT

6.1 CONSULTANT agrees that the funds and resources provided to it under the terms of this CONTRACT shall in no way be substituted for funds and resources provided from other sources, nor shall such funds and resources in any way serve to reduce the funds, resources, services, or other benefits which would have been available to, or provided through CONSULTANT had this CONTRACT not been executed.

VII. PERFORMANCE BY CONSULTANT

7.1 Only State certified/licensed personnel and firms, certified/licensed to perform hazard control activities shall perform all services required hereunder.

7.2 CONSULTANT shall ensure that the Work performed, shall be performed in accordance with Texas Department of State Health Services and in strict accordance with any other applicable local, state and federal regulations relating to lead, mold or asbestos.

7.3 CONSULTANT, in accordance and compliance with the terms, provisions and requirements of this CONTRACT, and for each Property specified by CITY shall manage, perform and provide all of the activities and services hereunder in accordance with the Request for Qualifications for Healthy Homes Consultant Project, issued on _____, which is attached hereto and incorporated herein for all purposes as Exhibit "C," including but not limited to, conduct risk assessments, lead hazard screens, EIBLL investigations or comprehensive lead/mold/asbestos inspections, develop written Occupant Protection Plans and Specifications and supervise all lead-based paint, asbestos and mold work, to CITY's satisfaction, utilizing only those funds remitted to CONSULTANT by CITY under the terms of this CONTRACT. In the event of a conflict between the terms of said Request for Qualifications and this CONTRACT, the terms of this CONTRACT shall be final and binding.

7.4 Modifications or alterations to the Specifications completed by the lead consultants for the Property may be made only pursuant to the prior written approval of CITY's Department of Planning and Community Development's Director or his designate.

7.5 If CONSULTANT observes that the Work Statement is at variance with applicable laws, rules, ordinances, and/or regulations bearing on the conduct of the Work, it shall promptly notify CITY's Department of Planning and Community Development in writing.

7.6 Notwithstanding paragraph 7.5 hereinabove, if CONSULTANT performs Work that it knows or reasonably should know is contrary to or varies from any applicable law, rule, ordinance, and/or regulation, and does not have written approval from the Texas Department of State Health Services and the CITY to conduct such variance, the CONSULTANT shall bear all costs and damages arising therefrom.

7.7 Prior to commencing consultant work pursuant to this CONTRACT, CONSULTANT shall submit evidence of CONSULTANT's state certification(s) and proof of insurance coverage in accordance with Article XVIII of this CONTRACT.

7.8 CONSULTANT shall be a state certified supervisor and have the qualifications necessary to prepare the Occupant Protection Plan.

7.9 If performance by CONSULTANT is delayed as a direct result of riot, insurrection, fire, act of God, or operation of law, the CONSULTANT shall notify CITY in writing of the delay and the reasons therefore within three (3) calendar days following the start of the delay and upon written approval by CITY, CONSULTANT shall extend the allotted time for completion of Work by one (1) calendar day for each day lost.

7.10 For all services and activities to be performed by the CONSULTANT pursuant to this CONTRACT, CONSULTANT shall utilize the Consultant's Fixed Unit Cost List, which is attached hereto and incorporated herein for all purposes as Exhibit "D," in order to determine the rate of reimbursement for performance of the hazard control work at, in or on any given Property. The Consultant's Fixed Unit Cost List shall be updated annually, or as may be deemed necessary by the mutual consent of the parties to this CONTRACT.

7.11 Upon completion of the Work, CONSULTANT shall perform a visual inspection and clearance of the Property to ensure that the Property is cleared of all surplus material, hazard, waste, refuse, dirt and rubbish resulting from the Work performed hereunder and to ensure that dust lead levels are within HUD standards.

7.12 CITY reserves the right to suspend or terminate this CONTRACT or any Work being performed in, at or on Property pursuant to this CONTRACT, if, in the CITY's sole discretion, the occurrence or existence of a violation suggests that the CONSULTANT is unable to satisfactorily or safely perform the Work under the CONTRACT.

7.13 CITY reserves the right to have personnel removed from the Project who are not performing their services in a workmanlike and professional manner, and in accordance with Texas Department of State Health Services regulations referenced hereinabove, as may be amended from time to time.

VIII. REIMBURSEMENT BY CITY

8.1 In consideration of CONSULTANT's performance, in a satisfactory and efficient manner as determined by CITY, of all services and activities set forth in this CONTRACT, CITY agrees

to reimburse CONSULTANT for all eligible expenses incurred hereunder. Such reimbursement, however, shall be in accordance with the Project budget set forth in Exhibit "E" and shall be subject to any and all limitations and provisions set forth in this Article and in Article X hereunder.

8.2 Notwithstanding any other provision of this CONTRACT, the total of all payments and other obligations made or incurred by CITY hereunder shall not exceed the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) per term or Three Hundred Thousand and No/100 Dollars (\$300,000.00) aggregate inclusive of all options terms, if exercised. In regard to compensation, CONSULTANT understands and agrees that the CITY does not guarantee any minimum volume of work.

8.3 It is expressly understood and agreed by CITY and CONSULTANT that CITY's obligations under this Article are contingent upon the actual receipt of adequate SAGHH Program funds to meet CITY's liabilities hereunder. Should CITY not receive funds to make payments pursuant to this CONTRACT or should fund awards be reduced, CITY shall notify CONSULTANT in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this CONTRACT or reduce the amount of its liability accordingly.

8.4 It is expressly understood by CITY and CONSULTANT that this CONTRACT in no way obligates CITY's general fund monies or any other monies or credits of CITY.

8.5 CITY shall not be liable for any CONSULTANT cost, or portion thereof, which:

- (A) Has been paid, reimbursed or is subject to payment or reimbursement from another source;
- (B) Was incurred prior to the commencement date or subsequent to the termination date of this CONTRACT as specified in Article II hereinabove;
- (C) Is not in strict accordance with the terms of this CONTRACT, including all exhibits attached hereto;
- (D) Has not been billed to CITY within thirty (30) calendar days following billing to CONSULTANT, or termination of this CONTRACT, whichever is earlier; or
- (E) Is not an allowable cost as defined by Article X of this CONTRACT or by the Project Budget (Exhibit "E").

8.6 CITY shall not be liable for any CONSULTANT cost, or portion thereof, which is or was incurred in connection with an activity of CONSULTANT where:

- (A) Prior written authorization from CITY is required for the activity and such authorization was not first procured; or

- (B) CITY has requested that CONSULTANT furnish data concerning an activity prior to proceeding further therewith and CONSULTANT nonetheless proceeds without first submitting the data and receiving CITY approval thereof.

8.7 CITY shall not be obligated or liable under this CONTRACT to any party, other than CONSULTANT, for payment of any monies or provision of any goods or services.

**IX. RECEIPT, DISBURSEMENT AND ACCOUNT
OF FUNDS BY CONSULTANT**

9.1 CONSULTANT understands and agrees that it shall maintain a separate numbered account for the receipt and disbursement of all funds received pursuant to this CONTRACT. CONSULTANT further agrees that:

- (A) Such account shall contain only those funds received pursuant to this CONTRACT and that no other funds shall be mingled therewith;
- (B) All checks and withdrawals from such account shall have itemized documentation in support thereof;
- (C) Such account shall be maintained, under conditions approved by CITY, in a financial institution having federal deposit insurance coverage, with any account balance exceeding the federal deposit insurance coverage likewise collaterally secured; and
- (D) Upon CONSULTANT's written request and solely within the discretion of CITY, an alternative accounting mechanism may be permitted, provided such alternative adheres at all times to generally accepted accounting principles.

9.2 Regarding method of payment, CITY and CONSULTANT agree as follows:

- (A) CONSULTANT shall deliver invoices to CITY's Department of Planning and Community Development, which shall include the address of the Property, at, on or in which the work under the Project is performed, line item of services, number of site visits and any applicable reports for such services.
- (B) CONSULTANT shall submit to CITY such other reports as may be required by CITY to document CITY liabilities under this CONTRACT.
- (C) Upon receipt of and approval by CITY of each of CONSULTANT's invoices, CITY shall pay to CONSULTANT an amount equal to CITY's liabilities not previously billed to and subsequently paid by CITY, subject to deduction for any costs questioned or not allowable. Delinquent or unacceptable billing of CITY by CONSULTANT, however, shall justify delay of payment by CITY.

- (D) CONSULTANT's financial management system shall provide for an adequate procedure to minimize the time elapsed between CITY's payment to CONSULTANT and CONSULTANT's disbursement of funds.

9.3 Within ten (10) working days of CITY's written request therefor, CONSULTANT shall refund to CITY any sum of money paid by CITY to CONSULTANT later determined to:

- (A) Have resulted in overpayment to CONSULTANT;
- (B) Have not been spent by CONSULTANT strictly in accordance with the terms of this CONTRACT; or
- (C) Not be supported by adequate documentation to fully justify the expenditure.

9.4 Upon termination of this CONTRACT, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by CITY, HUD, or any other federal agency, CONSULTANT shall refund such amount to CITY within ten (10) working days of CITY's written request therefor wherein the amount disallowed or disapproved shall be specified. Refunds of disallowed or disapproved costs, however, shall not be made from funds received pursuant to this CONTRACT or from funds received from or through the federal government or CITY.

9.5 In the event that the actual amount expended by CONSULTANT to meet the level of performance specified in Exhibit "F," or any amendment thereto, is less than that amount provided to CONSULTANT pursuant to this CONTRACT, then CITY reserves the right to reappropriate or recapture any such underexpended funds.

9.6 Utilizing a format approved by CITY, a "Close-Out Package", together with a final invoice requesting reimbursement of funds pursuant to this CONTRACT, shall be submitted by CONSULTANT to CITY within fifteen (15) working days following the completion of the Work for each Property, as required by state and federal regulations.

9.7 Utilizing a format approved by CITY, a "Contract Close-Out Package", together with a final expenditure report, for the period commencing on the date of CONSULTANT's last invoice requesting reimbursement of funds pursuant to this CONTRACT, shall be submitted by CONSULTANT to CITY within fifteen (15) working days following the expiration of the term of this CONTRACT.

X. ALLOWABLE COSTS

10.1 Costs shall be considered allowable only if approved in writing and incurred directly and specifically in the performance of and in compliance with this CONTRACT and with all city, state and federal laws, regulations and ordinances affecting CONSULTANT's operations hereunder.

10.2 Approval of CONSULTANT's budget as set forth in Exhibit "E," however, shall not constitute prior written approval of the items included therein. For example, CITY's prior written authorization shall be required in order for the following to be considered allowable costs:

- (A) Sub-contracts, to-wit, CITY shall not be obligated to any third parties (including any sub-contractors of CONSULTANT) nor shall CITY funds be used to pay for contract services extending beyond the expiration of this CONTRACT;
- (B) Costs or fees associated with the alteration or relocation of the facilities on and in which the activities specified in Exhibit "F" are conducted;
- (C) Costs or fees for temporary employees or services;
- (D) Costs or fees for consultant and/or professional services; and
- (E) Costs or fees associated with attendance at meetings, seminars or conferences.

10.3 Written requests for prior approval shall be CONSULTANT's responsibility and shall be made within sufficient time to permit a thorough review by CITY. Written approval by CITY must be obtained prior to the commencement of procedures to solicit or purchase services, equipment, or real or personal property. Procurements and/or purchases which must be approved pursuant to the terms of this CONTRACT shall be conducted entirely in accordance with all applicable terms, provisions and requirements hereof.

XI. PROGRAM INCOME

11.1 For purposes of this CONTRACT, "program income" shall mean earnings of CONSULTANT realized from activities resulting from this CONTRACT or from CONSULTANT's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income, usage or rental/lease fees, income produced from contract-supported services of individuals or employees or from the use of equipment, or facilities of CONSULTANT provided as a result of this CONTRACT, and payments from clients or third parties for services rendered by CONSULTANT pursuant to this CONTRACT.

11.2 On a monthly basis, CONSULTANT shall report to CITY all program income received or accrued during the preceding month. CONSULTANT shall be allowed to retain such program income provided that said funds are used by CONSULTANT solely and specifically for affordable housing purposes and the administration of these affordable housing programs. For purposes of this CONTRACT, the term "affordable housing purposes" shall be defined as the expansion of the supply of decent, safe, sanitary, and affordable housing for low-income residents of San Antonio, Texas. For purposes of this CONTRACT, "low-income" shall mean a household whose income cannot exceed eighty percent (80%) of the median income, adjusted for household size, in accordance with the most recently issued HUD Section 8 Income Guidelines, and "affordable" shall mean having the monthly payments for principal, interest, property taxes

and insurance for the home purchased not exceed thirty-three percent (33%) of household gross income. Prior to the retaining of such program income by CONSULTANT, CONSULTANT shall first make a written request and obtain written approval from CITY as to the activity for which CONSULTANT desires to expend program income. Should CITY not approve such an activity, such program income shall be immediately returned to CITY.

11.3 Records of the receipt and disposition of program income shall be maintained by CONSULTANT in the same manner as required for other contract funds and shall be submitted to CITY in the format prescribed by CITY.

11.4 CONSULTANT shall include this Article, in its entirety, in all of its subcontracts involving income-producing services or activities.

11.5 It shall be CONSULTANT's responsibility to obtain from CITY a prior determination as to whether or not income arising directly or indirectly from this CONTRACT, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by CITY, CONSULTANT shall be responsible to CITY for the repayment of any and all amounts determined by CITY to be program income.

XII. SPECIAL CONDITIONS

12.1 CONSULTANT understands, and agrees that notwithstanding Article II hereof, the term of this CONTRACT does not obligate CITY to provide funds beyond CITY's fiscal year _____.

12.2 CONSULTANT understands that CONSULTANT's engagement pursuant to this CONTRACT involves the performance of Work on a standby, as-needed basis, and CONSULTANT expressly acknowledges and agrees that specific requirements as to types, number, locations, conditions and procedures pertaining to the Work may be established or directed by the Department of Planning and Community Development on a case-by-case basis for each Property under this Project.

12.3 At any time during the Project, CITY shall have the right to direct unrestrained access and contact with laboratories and testing facilities used by CONSULTANT for Work performed under this CONTRACT, and CITY, at its discretion, shall have the right to obtain original or duplicate copies of reports and testing results directly from the laboratory or testing facility used by CONSULTANT.

12.4 CONSULTANT acknowledges, understands, and agrees to comply with the following federal regulations as promulgated in Section 3 clause of the Housing and Urban Development Act of 1968, as amended:

- (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. 170(l)(u) (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 C.F.R. 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 CONSULTANT agrees to send to each labor organization or representative of workers with which the CONSULTANT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONSULTANT'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 CONSULTANT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. 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 C.F.R. 135. The CONSULTANT will not subcontract with any subcontractor where the CONSULTANT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. 135.
- (E) The CONSULTANT will certify that any vacant employment positions, including training positions, that are filled (1) after the CONSULTANT is selected but before the CONTRACT is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. 135 require employment opportunities to be directed, were not filled to circumvent the CONSULTANT's obligations under 24 C.F.R. 135.
- (F) Noncompliance with HUD's regulations in 24 C.F.R. 135 may result in sanctions, termination of this CONTRACT for default, and debarment or suspension from further 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.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 provision 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).

XIII. FURTHER REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 CONSULTANT further represents and warrants that:

- (A) All information, data or reports heretofore or hereafter provided to CITY is, shall be and shall remain complete and accurate as of the date shown on the information, data or report, and that since said date shown, shall not have undergone any significant change without written notice to CITY;
- (B) Any supporting financial statements heretofore or hereafter provided to CITY are, shall be and shall remain complete, accurate and fairly reflective of the financial condition of CONSULTANT on the date shown on said statements and during the period covered thereby, and that since said date shown, except as provided by written notice to CITY, there has been no material change, adverse or otherwise, in the financial condition of CONSULTANT;
- (C) No litigation or proceedings are presently pending or threatened against CONSULTANT and CONSULTANT has no information or cause to believe that litigation or proceedings, whether judicial or administrative against CONSULTANT is imminent;
- (D) None of the provisions contained herein contravene or in any way conflict with the authority under which CONSULTANT is doing business or with the provisions of any existing indenture or agreement of CONSULTANT;
- (E) CONSULTANT has the legal authority to enter into this CONTRACT and accept payments hereunder, and has taken all necessary measures to authorize such execution of the CONTRACT and acceptance of payments pursuant to the terms and conditions hereof; and
- (F) None of the assets of CONSULTANT are both currently and for the duration of this CONTRACT subject to any lien or encumbrance of any character, except for current taxes not delinquent, and except as shown in the financial statements provided by CONSULTANT to CITY.

13.2 During the period of time that payment may be made hereunder and so long as any payments remain unliquidated, CONSULTANT covenants that it shall not, without the prior

written consent of CITY's Department of Planning and Community Development Director or his designate:

- (A) Mortgage, pledge, or otherwise encumber or cause to be encumbered any of the assets of CONSULTANT now owned or hereafter acquired by it;
- (B) Permit any pre-existing mortgages, liens, or other encumbrances to remain on or attached to any of the assets of CONSULTANT which are allocated to the performance of this CONTRACT and with respect to which CITY has ownership hereunder;
- (C) Sell, assign, pledge, transfer or otherwise dispose of accounts receivable, notes or claims for money due or to become due;
- (D) Sell, convey, or lease all or any substantial part of its assets; or
- (E) Make any advance or loan to, or incur any liability as guarantor, surety or accommodation endorser for any other firm, person, entity, or corporation.

13.3 Each of the foregoing representations, warranties, and covenants shall be continuing and deemed repeated each time CONSULTANT submits a new request for payment in accordance with the terms, provisions and requirements of this CONTRACT.

XIV. MAINTENANCE OF RECORDS

14.1 CONSULTANT agrees to maintain records that will provide accurate, current, separate, and complete disclosure of the status of any funds received pursuant to this CONTRACT. CONSULTANT further agrees:

- (A) That maintenance of said records shall be in compliance with all terms, provisions and requirements of this CONTRACT and with all applicable federal and state regulations establishing standards for financial management; and
- (B) That CONSULTANT's record system shall contain sufficient documentation to provide in detail full support and justification for each expenditure.

14.2 CONSULTANT agrees to retain, for the period of time and under the conditions specified by CITY, all books, records, documents, reports, and written accounting policies and procedures pertaining to the operation of programs and expenditures of funds under this CONTRACT.

14.3 CONSULTANT agrees to include the substance of this Article in all of its sub-contracts.

14.4 Nothing in this Article shall be construed to relieve CONSULTANT of:

- (A) Responsibility for retaining accurate and current records which clearly reflect the level and benefit of services provided under this CONTRACT; and
- (B) Fiscal accountability and liability pursuant to this CONTRACT and any applicable rules, regulations and laws.

XV. ACCESSIBILITY OF RECORDS

15.1 At any reasonable time and as often as CITY may deem necessary, CONSULTANT shall make all of its records available to CITY, HUD, or any of their authorized representatives, and shall permit CITY, HUD, or any of their authorized representatives to audit, examine, and make excerpts and/or copies of same. CONSULTANT's records shall include, but shall not be limited to, the following: payroll, personnel and employment records, contracts, reports, test results, laboratory results, field notes, invoices and other data.

XVI. PERFORMANCE RECORDS AND REPORTS

16.1 As often and in such form as CITY may require, CONSULTANT shall furnish CITY such performance records and reports as deemed by CITY as pertinent to matters covered by this CONTRACT.

16.2 As of the commencement date of this CONTRACT, CONSULTANT agrees to gather information and data relative to all programmatic and financial reporting.

XVII. MONITORING AND EVALUATION

17.1 CITY shall perform on-site monitoring of CONSULTANT's performance pursuant to the terms of this CONTRACT.

17.2 CONSULTANT agrees that CITY may carry out monitoring and evaluation activities so as to ensure compliance by CONSULTANT with this CONTRACT, with the Community Development Acts of 1974 and 1992, with the program assurances and certifications executed by CITY (if applicable), and with all other laws, regulations and ordinances related to the performance hereof.

17.3 CONSULTANT agrees to cooperate fully with CITY in the development, implementation, and maintenance of record-keeping systems and to provide CITY with any data determined by CITY to be necessary for its effective fulfillment of its monitoring and evaluation responsibilities.

17.4 CONSULTANT agrees that it will cooperate with CITY in such a way so as not to obstruct or delay CITY in its monitoring of CONSULTANT's performance and that it will designate one of its staff to coordinate the monitoring process as requested by CITY staff.

17.5 After each official monitoring visit, CITY shall provide CONSULTANT with a written report of monitoring findings.

17.6 Copies of any fiscal, management, or audit reports by any of CONSULTANT's funding or regulatory bodies shall be submitted to CITY within five (5) working days of receipt thereof by CONSULTANT.

XVIII. INSURANCE

18.1 CONSULTANT agrees to comply with the following insurance provisions:

- (A) Prior to the commencement of any work under this CONTRACT, CONSULTANT shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the CITY's Department of Planning and Community Development, which shall be clearly labeled "_____ " in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this CONTRACT until such certificate and endorsements have been received and approved by the CITY's Department of Planning and Community Development. No officer or employee, other than the CITY's Risk Manager, shall have authority to waive this requirement.
- (B) The CITY reserves the right to review the insurance requirements of this Article during the effective period of this CONTRACT and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will CITY allow modification whereby CITY may incur increased risk.
- (C) A CONSULTANT's financial integrity is of interest to the CITY; therefore, subject to CONSULTANT's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONSULTANT shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONSULTANT's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:

| TYPE | AMOUNTS |
|---|--|
| 1. Workers' Compensation 2. Employers' Liability | Statutory \$500,000/\$500,000/\$500,000 |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Environmental Impairment/ Impact – sufficiently broad to cover disposal liability. g. Damage to property rented by you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage g. \$100,000 |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence |
| 5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service. | \$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services. |
| | |

- (D) CONSULTANT agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of CONSULTANT herein, and provide a certificate of insurance and endorsement that names the CONSULTANT and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by CITY's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this CONTRACT. Such modification may be enacted by letter signed by CITY's Risk Manager, which shall become a part of the contract for all purposes.
- (E) As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or

modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). CONSULTANT shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within (ten) 10 days of the requested change. CONSULTANT shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Department of Planning and Community Development
P.O. Box 839966
San Antonio, Texas 78283-3966

- (F) CONSULTANT agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- Name the CITY, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the CITY, with the exception of the workers' compensation and professional liability policies;
 - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;
 - Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the CITY; and
 - Provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- (G) Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONSULTANT's performance should there be a lapse in coverage at any time during this CONTRACT. Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT.
- (H) In addition to any other remedies the CITY may have upon CONSULTANT's failure to provide and maintain any insurance or policy endorsements to the extent

and within the time herein required, the CITY shall have the right to order CONSULTANT to stop work hereunder, and/or withhold any payment(s) which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

- (I) Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or its subcontractors' performance of the work covered under this CONTRACT.
- (J) It is agreed that CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this CONTRACT.
- (K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.
- (L) CONSULTANT and any Subcontractors are responsible for all damage to their own equipment and/or property

XIX. INDEMNIFICATION

19.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon the CITY, directly or indirectly arising out of, resulting from or related to CONSULTANT's activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, contractor or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this CONTRACT, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONSULTANT shall promptly advise the CITY in writing of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.

19.2 It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this article (Article XIX), is an INDEMNITY extended by CONSULTANT to INDEMNIFY, PROTECT, and HOLD HARMLESS the CITY from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this article SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death or damage. CONSULTANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

19.3 It is expressly understood and agreed that CONSULTANT is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefor.

XX. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

20.1 CONSULTANT shall comply with all applicable local, state, and federal equal employment opportunity and affirmative action rules, regulations and laws.

20.2 So that CITY can investigate compliance with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, CONSULTANT shall furnish to CITY any and all information and reports requested by CITY, and shall permit access by CITY of any and all of its books, records and accounts.

20.3 In the event of non-compliance by CONSULTANT (or CONSULTANT's sub-contractors) with local, state and federal equal employment opportunity and affirmative action rules, regulations and laws, this CONTRACT may be canceled, terminated, or suspended by CITY, in whole or in part, and CONSULTANT may be barred from further contracts with CITY.

XXI. NONDISCRIMINATION

21.1 CONSULTANT covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, handicap, or familial status, in employment practices or in the use of or

admission to the premises at, in or on which the Project and the Work is to be performed, which said discrimination CONSULTANT acknowledges is prohibited.

XXII. CONFLICT OF INTEREST

22.1 CONSULTANT covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this CONTRACT. CONSULTANT further covenants that in the performance of this CONTRACT, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

22.2 CONSULTANT further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

22.3 No member of CITY's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this CONTRACT shall:

- (A) Participate in any decision relating to this CONTRACT which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest;
- (B) Have any direct or indirect interest in this CONTRACT or the proceeds thereof.

22.4 CONSULTANT acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the CITY or in the sale to the CITY of land, materials, supplies or service, if any of the following individuals(s) or entities is party to the contract or sale, a CITY officer or employee, his parent, child or spouse, a business entity in which the officer or employee or his parent, child or spouse owns ten percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the business entity, a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.

22.5 CONSULTANT warrants and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the CITY. CONSULTANT further warrants and certifies that it has tendered to the CITY a Discretionary Contracts Disclosure Statement in compliance with the CITY's Ethics Code.

XXIII. POLITICAL ACTIVITY

23.1 None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, either directly or indirectly, for any political activity including, but not limited to, an activity to further the election or defeat of any candidate for public office or for any activity undertaken to influence the passage, defeat or final content of local, state or federal legislation.

XXIV. PUBLICITY

24.1 When appropriate, as determined by and upon written approval of CITY, CONSULTANT shall publicize the activities conducted by CONSULTANT pursuant to the terms of this CONTRACT. In any news release, sign, brochure, or other advertising medium disseminating information prepared or distributed by or for CONSULTANT, however, mention shall be made that the Project was made possible with HUD funding and CITY participation.

XXV. PUBLICATIONS

25.1 All published materials and written reports submitted pursuant to this CONTRACT shall be originally developed unless otherwise specifically provided for herein. If material not originally developed is included in a report, however, said material shall have its source identified, either in the body of the report or by footnote, regardless of whether the material is in a verbatim or extensive paraphrase format.

25.2 All published materials submitted pursuant to this Project shall include the following reference on the front cover or title page:

“This document was prepared in accordance with the City of San Antonio’s Lead-Based Paint Hazard Control Program, with funding received from the United States Department of Housing and Urban Development.”

XXVI. RIGHTS TO PROPOSAL AND CONTRACTUAL MATERIAL

26.1 All finished or unfinished reports, documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, and any responses, inquiries, correspondence, and related material submitted by CONSULTANT, shall, upon receipt, become the property of CITY.

XXVII. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

27.1 CONSULTANT certifies, and the CITY relies thereon in execution of this CONTRACT, that neither CONSULTANT nor its Principals are presently debarred, suspended, proposed for

debarment, or declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

27.2 "Principals", for the purposes of this certification, means officers, directors, owners, partners, and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

27.3 CONSULTANT shall provide immediate written notice to CITY, in accordance with Article XXXIX, if, at any time during the term of this CONTRACT, including any renewals hereof, CONSULTANT learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

27.4 CONSULTANT's certification is a material representation of fact upon which the CITY has relied in entering into this CONTRACT. Should CITY determine, at any time during this CONTRACT, including any renewals hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this CONTRACT in accordance with Article XXX relating to termination.

XXVIII. SUB-CONTRACTING

28.1 Any other clause of this CONTRACT to the contrary notwithstanding, none of the work or services covered by this CONTRACT shall be sub-contracted without the prior written approval of CITY. Any work or services approved for sub-contracting hereunder, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this CONTRACT. Compliance by sub-contractors with this CONTRACT shall be the responsibility of CONSULTANT.

28.2 CONSULTANT shall ensure that all sub-contractors are certified, reputable and competent.

28.3 CONSULTANT shall provide to CITY copies of all certificates of its employees, sub-contractors, and their employees who will be performing work which requires a certificate under the Texas Department of State Health Services Rules, as may be amended from time to time. Such certificates shall provide the name of the certified worker and the certificate number.

28.4 CONSULTANT agrees that no sub-contract approved pursuant to this CONTRACT shall provide for payment on a "cost plus a percentage of cost" basis.

28.5 Despite CITY approval of a sub-contract, CITY shall in no event be obligated to any third party, including any sub-contractor of CONSULTANT, for performance of work or services, nor shall CITY funds ever be used for payment of Work or services performed prior to the date of CONTRACT execution or extending beyond the date of CONTRACT expiration.

XXIX. CHANGES AND AMENDMENTS

29.1 Except when the terms of this CONTRACT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONSULTANT.

29.2 Whenever and as often as deemed necessary by CITY, CITY may request and require changes to CONSULTANT's Work under this CONTRACT. Such changes as requested or required by CITY, however, must be by written amendment hereto and may incorporate therein increases or decreases in the total monetary obligation of CITY to CONSULTANT as provided for pursuant to the terms, provisions and conditions of this CONTRACT.

29.3 In the event that the level of funding for CONSULTANT or for the Project described herein is altered, CONSULTANT shall submit, immediately upon request by CITY, revised budget and Project information so as to enable re-evaluation by CITY of the original funding levels set forth in Exhibit "E".

29.4 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations or laws applicable hereto may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

29.5 CONSULTANT agrees to notify CITY in writing of any proposed change in physical location for work to be performed pursuant to the terms of this CONTRACT. Such notice shall be provided by CONSULTANT to CITY at least thirty (30) calendar days in advance of the proposed change.

XXX. SUSPENSION OF FUNDING

30.1 Upon determination by CITY of CONSULTANT's failure to timely and properly perform pursuant to the provisions of this CONTRACT, CITY, without limiting or waiving any rights it may otherwise have, may, at its discretion and upon five (5) working days written notice to CONSULTANT, withhold further payments to said CONSULTANT. CITY's notice shall specifically set forth CONSULTANT's alleged default or failure as well as the action required for cure thereof.

30.2 The period of funding suspension shall be of such duration as is appropriate to accomplish corrective action, but in no event shall it exceed thirty (30) calendar days. Upon expiration of the suspension period:

- (A) Should CITY determine that the default or deficiency has been cured, CONSULTANT may be restored to full compliance status and paid all eligible funds withheld during the suspension period; or

- (B) Should CITY determine continued non-compliance, the provisions of Article XXXI hereunder may be effectuated.

XXXI. TERMINATION

31.1 "Termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.

31.2 CITY may terminate this CONTRACT for any of the following reasons:

- (A) Neglect or failure by CONSULTANT to perform or observe any of the terms, conditions, covenants or guarantees of this CONTRACT or of any written contract or amendment between CITY and CONSULTANT;
- (B) Termination or reduction of funding of the Project by HUD;
- (C) Failure by CONSULTANT to cure, within the period prescribed pursuant to the above Article XXX of this CONTRACT, any default or deficiency which was the basis for suspension of funding hereunder;
- (D) Finding by CITY that CONSULTANT:
 - (1) is in such unsatisfactory financial condition as to endanger performance under this CONTRACT, including, but not limited to:
 - (a) The apparent inability of CONSULTANT to meet its financial obligations;
 - (b) The appearance of items that reflect detrimentally on the credit worthiness of CONSULTANT, including, but not limited to, such as liens, encumbrances, etc. on the assets of CONSULTANT.
 - (2) has allocated inventory to this CONTRACT substantially exceeding reasonable requirements; or
 - (3) is delinquent, in the ordinary course of business, in the payment of taxes or in the payment of costs of performance of this CONTRACT;
- (E) Appointment of a trustee, receiver or liquidator for all or a substantial part of CONSULTANT's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against CONSULTANT;
- (F) The entry by a court of competent jurisdiction of a final order providing for the modification or alteration of the rights of CONSULTANT's creditors;

- (G) Inability by CONSULTANT to conform to changes in local, state and federal rules, regulations and laws as provided for in Article IV and in paragraph number 29.4 of this CONTRACT;
- (H) Violation by CONSULTANT of any rule, regulation or law to which CONSULTANT is bound or shall be bound under the terms of this CONTRACT; and
- (I) Failure to complete the Project in accordance with the completion date set forth in the Notice to Proceed issued by CITY to CONSULTANT.

31.3 CITY may terminate this CONTRACT for convenience at any time after which CONSULTANT shall be paid an amount not to exceed the total accrued expenditures as of the effective date of termination. In no event, however, will compensation to CONSULTANT exceed an amount which bears the same ratio to the total compensation as the services actually performed by CONSULTANT bears to the total services required of CONSULTANT, less payments previously made.

31.4 CONSULTANT may terminate this CONTRACT for any of the following reasons:

- (A) Cessation of outside funding upon which CONSULTANT depends for performance hereunder; or
- (B) Upon the dissolution of the CONSULTANT organization, provided such dissolution was not occasioned by a breach of this CONTRACT.

31.5 Upon a decision to terminate by either CITY or CONSULTANT, written notice of such, and the effective date thereof, shall be immediately provided to the other party.

31.6 Upon receipt of notice to terminate, CONSULTANT shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this CONTRACT. To this effect, CITY shall not be liable to CONSULTANT or CONSULTANT's creditors for any expense, encumbrances, or obligations whatsoever incurred after the date of termination.

31.7 Upon receipt of notice to terminate, all finished or unfinished documents, data, studies, surveys, charts, drawings, maps, models, photographs, designs, plans, schedules, or other appended documentation to any proposal or contract, prepared by or on behalf of CONSULTANT under this CONTRACT shall, at the option of CITY, and in accordance with Article XXVI hereof, become the property of CITY and shall, if requested or agreed to by CITY, be delivered by CONSULTANT to CITY in a timely and expeditious manner.

31.8 Within thirty (30) days after receipt of notice to terminate, CONSULTANT shall submit a statement to CITY, indicating in detail the services performed under this CONTRACT prior to the effective date of termination.

31.9 Any termination of this CONTRACT as herein provided shall not relieve CONSULTANT from the payment of any sum(s) that shall then be due and payable or become due and payable to CITY hereunder or as provided for at law or in equity, or any claim for damages then or theretofore accruing against CONSULTANT hereunder or by law or in equity, and any such termination shall not prevent CITY from enforcing the payment of any such sum(s) or claim for damages from CONSULTANT. Instead, all rights, options, and remedies of CITY contained in this CONTRACT shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and CITY shall have the right to pursue any one or all of such remedies or any such other remedy or relief which may be provided by law or in equity whether or not stated in this CONTRACT.

31.10 Should this CONTRACT be terminated by either party hereto for any reason, including termination under Section 31.3 of this CONTRACT, if the work required hereunder of CONSULTANT is not fully completed to the satisfaction of CITY in accordance with the terms of this CONTRACT, CONSULTANT shall refund any and all sums of money paid by CITY to CONSULTANT within ten (10) working days of CITY's written request therefor.

31.11 Upon termination of this CONTRACT by CITY under paragraph number 31.2(A), CONSULTANT shall be barred from future CONTRACTS with CITY absent the express written consent of the City Manager of CITY, or the City Manager's designate.

XXXII. NOTIFICATION OF ACTION BROUGHT

32.1 In the event that any claim, demand, suit, proceeding, cause of action, or other action (hereinafter collectively referred to as "claim") is made or brought against CONSULTANT, CONSULTANT shall give written notice thereof to CITY within two (2) working days after itself being notified. CONSULTANT's notice to CITY shall state the date and hour of notification to CONSULTANT of the claim; the names and addresses of those instituting or threatening to institute the claim, the basis of the claim, and the name(s) of any others against whom the claim is being made or threatened. Written notice pursuant to this Article shall be delivered either personally or by mail in accordance with Article XVIII of this CONTRACT.

XXXIII. ASSIGNMENTS

33.1 CONSULTANT shall not transfer, pledge, or otherwise assign this CONTRACT, any interest in and to same, or any claim arising thereunder, without first procuring the written approval of CITY. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

XXXIV. LEGAL EXPENSES

34.1 Under no circumstances will the funds received under this CONTRACT be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the CITY or any other public entity.

34.2 During the term of this CONTRACT, if CONSULTANT files and/or pursues an adversarial proceeding against the CITY then, at the CITY's option, this CONTRACT and all access to the funding provided for hereunder may terminate if CONSULTANT is in violation of paragraph 31.1.

34.3 CONSULTANT, at the CITY's option, could be ineligible for consideration to receive any future funding while any adversarial proceeding against the CITY remains unresolved.

34.4 For purposes of this Article, "adversarial proceeding" includes any cause of action filed by the CONSULTANT in a state or federal court, as well as any state or federal administrative hearing, but does not include Alternative Dispute Resolution proceedings.

XXXV. SEVERABILITY OF PROVISIONS

35.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this CONTRACT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this CONTRACT that is invalid, illegal, or unenforceable, there be added as a part of the CONTRACT a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XXXVI. RENEWAL NOT AUTOMATIC

36.1 Funding under this CONTRACT and any amendments or waivers that may be made or granted hereunder shall not be automatically renewed on the anniversary date of this CONTRACT. To the contrary, funding of any project requiring contract execution shall be achieved only pursuant to approval of the City Council of the City of San Antonio.

XXXVII. NON-WAIVER OF PERFORMANCE

37.1 No waiver by CITY of a breach of any of the terms, conditions, covenants, or guarantees of this CONTRACT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this CONTRACT, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

37.2 No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

37.3 No representative or agent of CITY may waive the effect of the provisions of this Article.

XXVIII. ENTIRE AGREEMENT

38.1 This CONTRACT constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XIX. INTERPRETATION

39.1 In the event any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible to HUD for matters of compliance, shall have the final authority to render or secure an interpretation.

XL. NOTICES

40.1 For purposes of this CONTRACT, all official communications and notices among the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:
Director
Department of Planning and Community Development
1400 S. Flores
San Antonio, Texas 78204

CONSULTANT:

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of such change.

XLI. PARTIES BOUND

41.1 This CONTRACT shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

XLII. GENDER

42.1 Words of gender used in this CONTRACT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XLIII. RELATIONSHIP OF PARTIES

43.1 Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the parties hereto.

XLIV. TEXAS LAW TO APPLY

44.1 THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. VENUE AND JURISDICTION ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

XLV. CAPTIONS

45.1 The captions contained in this CONTRACT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this CONTRACT.

EXECUTED this the _____ day of _____, 2012.

CITY OF SAN ANTONIO,
a Texas municipal corporation

By: _____
JOHN M. DUGAN
Director
Department of Planning and
Community Development

By: _____

APPROVED AS TO FORM:

By: _____
DENISE MONDAY
Assistant City Attorney

Attachments:

Exhibit "A" – City's Federal Compliance Manual

Exhibit "B" – City's CDBG and HOME Housing Program Policies

Exhibit "C" – Request for Qualifications for Healthy Homes Consultant Project

Exhibit "D" – Consultant Fixed Unit Cost List

Exhibit "E" – Project Budget