



GLEN SMITH – Mayor  
 JOHNNY TRAN – Councilmember Place 1  
 DONNA HARVEY SCHULMAN – Councilmember Place 2  
 MARY CROCKER – Councilmember Place 3  
 TROY LEWIS – Councilmember Place 4  
 WAYNE DODD – Councilmember Place 5  
 STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS  
 CITY COUNCIL REGULAR MEETING AGENDA  
 March 10, 2020**

Notice is hereby given of a Regular Council Meeting of the Palacios City Council to be held at 7pm on March 10, 2020, in the Council Chambers of City Hall, 311 Henderson Avenue, Palacios, TX, for the purpose of considering the following items:

**REGULAR COUNCIL MEETING 7PM**

**CALL TO ORDER**

**INVOCATION** – Councilmember Lewis

**PLEDGE OF ALLEGIANCE** – Councilmember Schulman

**PLEDGE TO TEXAS FLAG** – Councilmember Schulman

**PLEDGE TO PALACIOS FLAG** – Councilmember Schulman

**VISITOR / CITIZEN FORUM**

**ADMINISTRATIVE REPORTS**

1. Election Update – Early Voting begins April 20, 2020
2. City Manager’s Report – January 2020
3. City By the Sea Museum Soup & Salad is Tuesday, March 17, 2020 at 5:30 pm
4. Matagorda Bay Birdfest is March 28, 2020 at the Pavilion
5. Spring Clean Up Day is April 25, 2020, 8 am to 1pm
6. Day on the Bay Festival is May 1-2, 2020 at the Pavilion

**ITEMS TO BE CONSIDERED**

1. Discuss and consider approving a lease with Palacios Community Coalition at 205 4th St, Palacios.
2. Discuss and consider approving a letter of approval for an Application for Tax Exemption for the Sanford Community Center located at 907 8<sup>th</sup> Street, Palacios submitted to the Matagorda County Appraisal District
3. Discuss and consider approving an agreement with Sample Engineering, Inc. DBA John D. Mercer & Associates, for the CDBG-DR (Hurricane Harvey) Grant to make street and drainage repairs.
4. Discuss and consider action to approve the following consent agenda items:  
 Minutes of the February 25, 2020 Regular Council Meeting

Excuse the absence of Mayor Smith and Councilmember Dodd from the February 25, 2020 Council Meeting

**EXECUTIVE SESSION**

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council

May go into Executive (closed) session in order to:

Consult with its attorney (551.071)

Discuss Real Estate transaction (551.072)

Deliberation regarding prospective gifts or donation (551.073)

Discuss personnel matters (551.074) -

Deliberation regarding security devices (551.076)

Discuss economic development negotiations (551.087) – Discuss potential development on Airport property with Mike Ferdinand from MCEDC

**ADJOURN**

In compliance with the Americans with Disabilities Act, the City of Palacios will provide for reasonable accommodations for persons attending public meetings. To better serve attendees, requests should be received 24 hours prior to the meeting. Please contact City Hall, at 361.972.3605.

CERTIFICATION

I certify that a copy of the March 10, 2020 agenda of items to be considered by the City Council was posted on the City Hall bulletin board by 5:00 p.m. on March 6, 2020.

Clissa Mills

Clissa Mills, City Secretary



posted 3:35pm  
3/6/2020  
CM

**City Manager's**  
**MONTHLY REPORT**  
**January 2020**

**HURICANE HARVEY**

- Grant Works submitted application for drainage and street improvements to GLO for Harvey CDBG-DR funds; GLO is reviewing application. City and Grant Works have responded to RFI's from GLO.

**ADMINISTRATION**

- Closing out IKE CDBG-DR grant project for improvements to the WWTP.
- TxDOT Aviation Department for Palacios Airport Improvements Grant to repair Runway 13-31, taxiways, and terminal apron; TXDOT Aviation division opened bids and is working on the contract documents.
- Construction is 98% complete on the sidewalk project utilizing the Downtown Revitalization Grant from Texas Department of Agriculture. Lamp posts are installed and handrails to be installed in February then close out the grant documents.
- Signed contract documents for the CDBG Waterline project and Engineer issued the notice to proceed to the contractor.

**PUBLIC WORKS**

- Work Orders Completed: 5 water leaks, 1 sewer stoppage calls, 26 animal calls, and 62 miscellaneous work orders, 94 completed work orders; cleaned ditches, resetting culverts and cleaning out existing culverts; repaired potholes.
- Mowed RR Park and other city properties, water plants, and 14 lift stations.

**AIRPORT**

- Working on lights around the Airport apron and Hangers

**POLICE**

- Calls for Service 478
- Citations 60 Warnings 68 issued, and 4 arrests
- Cases Assigned 11, Cases Closed 14
- Traffic accidents 4
- Reports written 50

**FIRE**

- The new Fire Station is 99% complete. Final Inspections complete and working on Certificate of Occupancy.

## **BUILDING PERMITS AND CODE ENFORCEMENT**

- Permits - New construction 1, Remodel 6, Electrical 0, Plumbing 0, Mechanical 1, Gas 0, Roof 3, Leveling 0, Demo 1, Driveway 0, Misc. permits 2, Plan Reviews, & Consultations, and Inspections 34.
- Code Enforcement – Contacts 5, Letters 2, door hangers 3 and working on Demolitions and code violations

# Lease

## Basic Terms

Date: April 1, 2020

Landlord: City of Palacios

Landlord's Address: 311 Henderson St.  
Palacios, Texas 77465

Tenant: Palacios Community Coalition

Tenant's Address: 205 4<sup>th</sup> St.  
Palacios, Texas 77465

### Premises

Approximate square feet: 2,000

Street address/suite: 205 4<sup>th</sup> St.

City, state, zip: Palacios, Texas 77465

Legal description: N 60 feet of lots 1 & 2 (60' x 60') Block 51 of the Original Townsite of the City of Palacios in Matagorda County, Texas.

Term (months): 12 months

Commencement Date: April 1, 2020

Termination Date: March 31, 2021

Renewal: The term of this lease is one year, beginning April 1, 2020, and ending March 31, 2021, and will automatically renew annually unless either party gives written notice of termination to the other at least 30 days before any annual renewal date. Any renewal of this lease shall be under the terms described below, unless the parties agree to an amendment in writing. The agreement may be terminated at any time by either party upon delivery of written notice of termination to the other party at least thirty (30) days prior to any proposed termination date.

Rent (monthly): As its monthly rent, tenant shall pay for all utilities (electricity, water, sewer, garbage, natural gas, telephone, and security alarm system. In addition to paying monthly utilities, the tenant will pay for on-going operating maintenance to the interior of the building, and reimburse City for costs associated with insuring the building

and contents, windstorm and flood insurance.

Security Deposit: None

Permitted Use: Tenant will lease premises only for the purpose of operating the Palacios Community Coalition. Its mission is to work with and strengthen organizations by promoting literacy to build healthy, effective, and a prosperous community in Palacios, TX.

Tenant's Insurance: Tenant shall obtain personal liability insurance with the City of Palacios as additional insurer. Tenant may obtain personal property insurance for their contents stored on premises.

Landlord's Insurance: Landlord will secure insurance coverage for the leased premises and improvements, flood, windstorm, general liability through its insurance carrier in an amount not less than the fair market value of the premises.

### **Definitions**

"Building Operating Hours" means 24 hours a day, seven days a week.

"Essential Services" means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree.

"Injury" means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) "personal and advertising injury" as defined in the form of liability insurance Tenant is required to maintain.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Lien holder" means the holder of a deed of trust covering the Premises.

"Parking Facility" means the facility or area described in the attached parking facility rider.

"Rent" means Base Rent plus any other amounts of money payable by Tenant to Landlord.

"Tenant" means Tenant and its agents, contractors, employees, invitees, licensees, or visitors.

## **Clauses and Covenants**

### **A. Tenant agrees to—**

1. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in their present condition "AS IS."
3. Obey (a) all applicable laws relating to the use, condition, and occupancy of the Premises and Building; (b) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (c) any rules and regulations for the Building and Common Areas adopted by Landlord.
4. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants, but only between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, except holidays.
5. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear accepted. Tenant shall be responsible for servicing the air conditioning and heating system. If there are large expenses related to the AC & Heating system, the Landlord shall pay for the repairs and/or replacement and the Tenant shall reimburse Landlord 50% of such costs. If the system was not properly serviced twice annually, then the Tenant shall be responsible for the total cost of the repairs and/or replacement.
6. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord, other than emergency repairs that must be made immediately in order to maintain the operation of the city or to provide essential municipal services. In the event of emergency repairs, Tenant shall first attempt to contact Landlord at the phone number Landlord provides for emergency contact in order to allow the Landlord to provide the emergency repairs.
7. Pay for all utilities
8. Pay for Tenant's Insurances

9. Vacate the Premises and return all keys to the Premises on the last day of the Term.

**B. Tenant agrees not to—**

1. Use the Premises for any purpose other than the Permitted Use.
2. Create a nuisance.
3. Permit any waste.
4. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.
5. Alter the Premises without prior approval of landlord.
6. Allow a lien to be placed on the Premises.
7. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

**C. Landlord agrees to—**

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.
2. Obey all applicable laws with respect to Landlord's operation of the Building and Common Areas.
3. Provide the Essential Services.
4. Repair, replace, and maintain the (a) roof, (b) foundation, and (d) exterior walls, subject to the provisions of Paragraph A.5.
5. Reimburse Tenant for expenses Tenant incurs in making emergency repairs to the items for which Landlord is responsible, such reimbursement to be based upon receipts provided by Tenant.

6. Permit Tenant, upon termination or end of this lease for any reason, to remove the telephone system and security system. Tenant will repair all damage caused by the removal of these items and will return the lease premises at the end of the lease term in substantially the same condition as it was at the beginning of the lease, ordinary wear and tear excepted.

**D. Landlord agrees not to—**

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease; however, landlord reserves the right to review the creditworthiness of sublessee and the right to object to the type of business of sublessee.

**E. Landlord and Tenant agree to the following:**

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. If Tenant shall terminate or not renew the lease so that it vacates the premises prior to the agreed termination date, Tenant shall remodel the interior of the premises to a floor plan substantially similar to that of the premises prior to the remodeling performed for this lease. Tenant will not make any other alterations without Landlord's written consent.
2. *Insurance.* Tenant and Landlord will maintain the respective insurance coverage described above.
3. *Release of Claims/Subrogation.* LANDLORD, TO THE EXTENT ALLOWED BY LAW, AND TENANT RELEASE EACH OTHER FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE COVERED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN COVERED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL

NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY.**

4. *Casualty/Total or Partial Destruction*

- a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, and structural soundness of the exterior walls of the Premises to substantially the same condition that existed before the casualty and Tenant will, at its expense, replace any of its damaged furniture, fixtures, and personal property. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.
- b. If the Premises cannot be restored within ninety days, Landlord has an option to restore the Premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and if longer than ninety (90) days, give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in a. above.
- c. To the extent the Premises are not tenantable after the casualty; the Rent will be adjusted as may be fair and reasonable.

5. *Condemnation/Substantial or Partial Taking*

- a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.
- b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.
- c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

6. *Default by Landlord/Events.* Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

7. *Default by Landlord/Tenant's Remedies.* Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease.

8. *Default by Tenant/Events.* Defaults by Tenant are (a) failing to pay timely Rent, (b) abandoning or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. *Default by Tenant/Landlord's Remedies.* Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises either with permission of Tenant or with a court order obtained after a forcible entry and detainer action, after which Landlord may relet the Premises on behalf of Tenant and receive the rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; or (b) terminate this lease by written notice and sue for damages. Landlord agrees that it waives its right to enter and take possession of the Premises by self-help, or to lock out Tenant or any other person who may be occupying the Premises, until the default is cured, as the premise will be used by a

governmental entity providing essential public services.

10. *Default/Waiver/Mitigation.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by applicable law. Landlord and Tenant have a duty to mitigate damages.

11. *Holdover.* If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term unless notice of Tenant's intent to renew has been timely sent.

13. *Alternative Dispute Resolution.* Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

14. *Attorney's Fees.* If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

15. *Venue.* Exclusive venue is in the county in which the Premises are located.

16. *Entire Agreement.* This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

17. *Amendment of Lease.* This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

18. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually

received. Any address for notice may be changed by written notice delivered as provided herein.

Palacios Community Coalition Representative

City of Palacios, Texas

By: \_\_\_\_\_

By: Glen Smith, Mayor \_\_\_\_\_

Attest:

\_\_\_\_\_  
Clissa Mills, City Secretary

March 4, 2020

Mr. Vince Maloney  
Matagorda County Appraisal District  
2225 Avenue G  
Bay City, Texas 77414

RE: Sanford Community Center, Palacios, Texas

Dear Mr. Maloney,

Please consider this as a letter of approval from the City of Palacios for the Application for a Tax Exemption by Sanford Community Center located at 907 8<sup>th</sup> Street, Palacios, Texas. The building is owned by Palacios Community Coalition, a 501C3 non-profit organization.

We continue to support the Sanford Community Center with their long term goals and wish them the best on their path to becoming a center for everyone in our community.

If you need anything further, feel free to contact me.

Sincerely,

Glen Smith  
Mayor, City of Palacios

GS/cm



# Palacios Community Coalition

Supporting the Sanford Community Center

*A Place for All People*

February 25, 2020

To Whom It May Concern:

Hello! My name is Sara Hickman. I am the Volunteer Executive Director of the Sanford Community Center, 907 8<sup>th</sup> Street in Palacios. Our center is named after Dr. and Mrs. Sanford, who formerly ran what used to be known as the Palacios Colored School (1928-1964). You may also remember the building as the old Rainbow Land Day Care (1968-2011).

Our 501c3 non-profit is the Palacios Community Coalition. We own and preside over this 90+ year old building. For the last three years, I have been raising funds to renovate the school so I can begin long term programming for those in our neighborhood, our city and all surrounding cities.

**I have recently been informed by Vince Maloney (Matagorda County Appraisal District) that our center and park can become tax exempt, however, I need a letter of approval from you before April 30, 2020.**

Here is some information about what is happening at the center: last spring, we received a Texas Historical Marker highlighting the importance of the Palacios Colored School during the days of segregation. We have had free events for youth, including Halloween, and Christmas, and a speakers series about Buffalo Soldiers. Local youth have used the building to create art and jewelry, and MEHOP is bringing in a counselor to support those in crisis, also gratis.

My long term goal for the Sanford Community Center is to provide free classes, free movie night, and free counseling. We will have live music, dance, art and authors PLUS the building or outside adjoined park/stage can be used for weddings, birthday parties, family reunions, and more.

I am enclosing a copy of Mr. Maloney's recent letter.

If you have any questions, please don't hesitate to call me!

Thank you for helping us on our path to becoming a community center for all!

Gratefully,

Sara Hickman  
512-203-2580

907 8th Street  
Palacios, TX 77465  
512-203-2580

[www.sanfordcommunitycenter.org](http://www.sanfordcommunitycenter.org)

Mailing address:  
700 Henderson #285  
Palacios, TX 77465

**Matagorda County Appraisal District**  
2225 Avenue G  
Bay City, TX 77414  
979-244-2031

01/30/20

PALACIOS COMMUNITY COALITION  
C/O SARA HICKMAN  
501 E BAYSHORE DR  
PALACIOS TX 77465

Ms Hickman,

I am in receipt of your Historic Site application for The Palacios Community Coalition. Sec11.24 of the Texas Property Tax Code governs this exemption. It details the requirements that must be undertaken in order for the Chief Appraiser to approve the application. I have outlined some of the requirements that you will have to complete prior to the April 30, 2020 deadline. Sec11.24 (a) - Each taxing jurisdictions must take official action to exempt all or part of your property.

The applicable jurisdictions are:

Matagorda County  
Palacios Isd  
City of Palacios  
Navigation Dist #1  
Palacios Seawall Comm.  
Matagorda County Hospital  
Coastal Plains Ground

The official actions will have to be in our office by April 30, 2020. Although this is an annual application that must be applied for each year, the code does not require that the jurisdictions must vote each year, so only the annual application will have to be sent in by the deadline each year. I have enclosed a copy of Sec 11.24 of the tax code and a copy of your application.

Sincerely,



Chief Appraiser  
Matagorda County Appraisal District

**ENGINEERING SERVICES  
PART I - AGREEMENT**

THIS AGREEMENT, effective on the date of selection by the Palacios City Council, made on the \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020 by and between the **CITY OF PALACIOS** hereinafter called the "Client" and **SAMPLE ENGINEERING, INC. DBA JOHN D. MERCER & ASSOCIATES** hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds, administered by the Texas General Land Office ("GLO") for damage sustained from Hurricane Harvey flooding, 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 reasonable efforts to perform all services required and performed hereunder by the project's administrative closure date, as defined by GLO.
3. Local Program Liaison - For purposes of this Agreement, the City Manager 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 - Payment to the Firm shall be based on satisfactory completion of identified milestones or as otherwise presented 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 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 Matagorda 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-VI, represents the entire and integrated agreement between the City 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 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: \_\_\_\_\_  
(Local City Official)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

BY:   
(Firm Authorized Representative)

John D. Mercer, PE  
Authorized Representative

**ENGINEERING SERVICES**  
**PART II- PAYMENT SCHEDULE**

A. Owner shall pay Engineer for Basic Services set forth in Part III, except for services of Engineer's Resident Project Representative, as follows:

1. For **Basic Engineering Services**, a **Lump Sum amount of \$112,000** based on the following estimated distribution of compensation:

a.	Preliminary Design Phase	\$39,200
b.	Final Design Phase	\$50,400
c.	Bidding and Negotiating Phase	\$5,600
d.	Construction Phase	<u>\$16,800</u>
	Total	\$112,000

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Paragraph D for rates or charges): Geotechnical and materials testing.

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

6. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

B. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative, the **Lump Sum amount of \$41,000.00**. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

2. Resident Project Representative Schedule: The Lump Sum amount set forth in Paragraph B.1 above is based on an average time on site for the RPR of fifteen (15) hours per week over a 29 week construction period. Significant modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

- C. **Topographic Surveying:** Owner shall pay Engineer for Additional Services as necessary to determine existing site conditions required for design, the **Lump Sum of \$21,480.00**.
- D. Owner shall pay Engineer for Reimbursable Expenses as follows:
  - 1. Geotechnical and Materials Testing – at cost.

**ENGINEERING SERVICES**  
**PART III – TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City 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, 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 for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City 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. City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor 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 Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.]

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures

before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. 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.
- 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. 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 thereto; Provided, however, that claims for money by the Firm from the City 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.

7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City 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 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 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.

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 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 and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO 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 CDBG-DR award between GLO and the City, 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 CDBG-DR award between GLO and the City 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 CDBG-DR award between GLO and the City 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. Reporting Requirements - The Contractor shall comply with the requirements and regulations pertaining to reporting (24 CFR 85.36 (i) (7)).
23. Patent Rights - 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. (24 CFR 85.36 (i) (8) and 2 CFR 200 Appendix II (f), Rights to Inventions).
24. Copyrights and Rights in Data - The Contractor shall comply with the requirements and regulations pertaining to copyrights and rights in data. (24 CFR 85.36 (i) (9)).
25. Energy Efficiency - The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (24 CFR 85.36 (i) (13)).
26. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the

City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to close out the City's CDBG-DR contract with GLO.

27. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
28. Verification No Boycott Israel. As required by Chapter 2270, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
29. 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.

**ENGINEERING SERVICES  
PART IV - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE  
ENGINEERING  
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED  
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS  
ENGINEERING SERVICES

## **SCOPE OF SERVICES**

The Firm will help the Client and GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified non-housing projects. Firm is qualified to provide Engineering services for non-housing projects. Engineering services shall be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Firm will be bound to specific terms and conditions found in the sample general terms and conditions.

## **DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS**

Firm has the ability to provide all the Engineering services described below.

### **PRE-AWARD SERVICES**

- a. Assist with the development of a grant application.
- b. Prepare Project Budget.
- c. Prepare Project Map.
- d. Provide all project information necessary to ensure timely execution of the environmental review.

### **POST-AWARD SERVICES**

#### **General Requirements**

- a. Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- b. Provide monthly project status updates.
- c. Funding release will be based on deliverables identified in the contract.

#### **Initial Engineering and Design Support**

Firm will provide all the Engineering services described below:

- a. Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits

- x. Quantities
  - xi. Estimate of construction costs to within +/- 25%
  - xii. Schedules for design, permitting, acquisition and construction
- b. Design surveying, topographic and utility mapping as necessary.
  - c. Perform subsurface explorations for project sites, as necessary.
  - d. Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
  - e. Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
  - f. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
  - g. Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
  - h. Prepare plans and profiles, including vertical design information for the selected alternative.
  - i. Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
  - j. Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
  - k. Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Firm will provide all the Engineering services described below as they relate to final design support:

- a. Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details
  - vi. Specifications
  - vii. Utility relocation designs
  - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
  - ix. Required permits
  - x. Quantities
  - xi. Estimate of construction costs to within +/- 20%
  - xii. Schedules for design, permitting, acquisition and construction

- b. Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- c. Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- d. Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- e. Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Firm will provide all the Engineering services described below as they relate to bid and award support.

- a. Submit appropriate items and support subrecipient in the development of complete bid package.
- b. Prepare and assist subrecipient in the advertisements for bid solicitation.
- c. Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- d. Attend and support subrecipient at pre-bid conference and bid opening.
- e. Support subrecipient with ongoing communication during bid process.
- f. Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- g. Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- h. Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Firm will provide all the Engineering services described below as they relate to contract management and construction oversight.

- a. Ensure delivery of subrecipient project in accordance with contract.
- b. Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- c. Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- d. Provide periodic and final inspections and tests reports, as required for the project.
- e. Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- f. Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- g. Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- h. Obtain independent cost estimates for validation purposes, as required.

- i. Review and respond to requests for information/clarification.
- j. Support subrecipient with issue identification and claims resolutions.

Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

- a. Develop a final "as built" report of quantities, drawings, and specifications.
- b. Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- c. Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- d. Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- e. Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- f. Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- g. Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Firm will provide all the Engineering services described below as they relate to specialized services.

- a. Provide Geotechnical Investigations as may be required for a project.
- b. Provide Detailed Surveying as may be required for a project.
- c. Provide Site Specific Testing as may be required for a project.
- d. Provide Archeological Studies as may be required for a project.
- e. Provide Planning Studies as may be required for a project.
- f. Provide Feasibility Studies as may be required for a project.
- g. Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- h. Provide Phase I and Phase II environmental site assessments as requested.

**POST-AWARD ENGINEERING SERVICES  
PART V - PROJECT TIME SCHEDULE**

Receipt of Notice to Proceed with Post-award services following Grant Award	
Complete Preliminary Design	90 Calendar Days
Complete Final Design	90 Calendar Days
Advertise, Bid and Award	45 Calendar Days
Construction	240 Calendar Days
Project Close-out	30 Calendar Days
Total	495 Calendar Days

**ENGINEERING SERVICES  
PART VI - SCHEDULE OF HOURLY CHARGES**

The per diem and miscellaneous expense charges for Engineering, Drafting, Surveying, and Planning Services are based on the following hourly or daily rates:

Engineering, Planning:

Associate Engineer, Planner V (PE5).....	\$190.00/hr.
Associate Engineer, Planner IV (PE4).....	\$165.00/hr.
Associate Engineer, Planner III (PE3).....	\$140.00/hr.
Associate Engineer, Planner II (PE2).....	\$125.00/hr.
Associate Engineer, Planner I (PE1).....	\$120.00/hr.
Engineer, Planner III (EIT3).....	\$115.00/hr.
Engineer, Planner II (EIT2).....	\$105.00/hr.
Engineer, Planner I (EIT1).....	\$90.00/hr.
Engineer Tech IV (ET4).....	\$110.00/hr.
Engineer Tech III (ET3).....	\$100.00/hr.
Engineer Tech II (ET2).....	\$85.00/hr.
Engineer Tech I (ET1).....	\$80.00/hr.
Construction Observer II.....	\$95.00/hr.
Construction Observer I.....	\$80.00/hr.
Administrative Assistant.....	\$60.00/hr.

Drafting, CADD:

CADD Operator III.....	\$75.00/hr.
CADD Operator II.....	\$70.00/hr.
CADD Operator I.....	\$60.00/hr.

Survey:

Professional Surveyor.....	\$190.00/hr.
Director of Survey Parties.....	\$165.00/hr.
GPS & Field Crew (1 man).....	\$139.00/hr.
GPS & Field Crew (2 man).....	\$216.00/hr.
GPS & Field Crew (3 man).....	\$233.00/hr.

Expenses:

- Transportation - current IRS mileage rate
- Reproduction work - prevailing commercial rates
- Subcontractors, Consultants, etc. - cost plus 20% handling
- All other expenses - cost plus 20% handling

Charges are due and payable within twenty (20) days after receipt of the invoice. Late payments may be charged an interest rate of 1.0% per month of the unpaid balance.



GLEN SMITH – Mayor  
JOHNNY TRAN – Councilmember Place 1  
DONNA HARVEY SCHULMAN – Councilmember Place 2  
MARY CROCKER – Councilmember Place 3  
TROY LEWIS – Councilmember Place 4  
WAYNE DODD – Councilmember Place 5  
STEPHEN MCGOVERN – Councilmember Place 6

**CITY OF PALACIOS  
CITY COUNCIL REGULAR MEETING MINUTES  
February 25, 2020**

**REGULAR COUNCIL MEETING 7PM**

**CALL TO ORDER** – Mayor Pro Tem Johnny Tran at 7 pm  
**INVOCATION** – Councilmember McGovern  
**PLEDGE OF ALLEGIANCE** – Councilmember McGovern  
**PLEDGE TO TEXAS FLAG** – Councilmember McGovern  
**PLEDGE TO PALACIOS FLAG** – Councilmember McGovern

**VISITOR / CITIZEN FORUM**

There were no visitor comments.

**ADMINISTRATIVE REPORTS**

- 1. Election Update – City Secretary, Clissa Mills updated council on the candidates and positions in the election and the next step will be to order ballots.

**ITEMS TO BE CONSIDERED**

- 1. Discuss and approve the second reading of Ordinance 2020-O-1 establishing the salary of the Judge of the Municipal Court and the compensation for the Interim or Associate Judge; containing a savings clause; repealing inconsistent ordinances; and providing for the effective date thereof.  
Councilmember McGovern approved the second reading of Ordinance 2020-O-1  
Councilmember Lewis seconded  
There was no opposition  
With no opposition, the motion carried
- 2. Discuss and consider action to approve the following consent agenda items:  
Minutes of the February 11, 2020 Regular Council Meeting  
Excuse the absence of Councilmember Dodd from the February 11, 2020 Council Meeting  
Councilmember Donna Harvey Schulman motioned to approve the consent agenda items  
Councilmember McGovern seconded  
There was no opposition  
With no opposition, the motion carried

**EXECUTIVE SESSION** - There was no executive session

In accordance with Chapter 551, Government Code, (Open Meetings Law) the Council

May go into Executive (closed) session in order to:

Consult with its attorney (551.071)

Discuss Real Estate transaction (551.072)

Deliberation regarding prospective gifts or donation (551.073)

Discuss personnel matters (551.074)

Deliberation regarding security devices (551.076)

Discuss economic development negotiations (551.087)

**ADJOURN**

Councilmember Lewis motioned to adjourn the meeting at 7:09 pm

Councilmember Crocker seconded

There was no opposition

With no opposition, the motion carried

---

Glen Smith, Mayor

---

Clissa Mills, City Secretary