

# ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

## PART I AGREEMENT

THIS AGREEMENT, entered into this 34 day of March, 2024, by and between the COUNTY OF Sabine, hereinafter called the "County", acting herein by County Judge, Daryl Melton, hereunto duly authorized, and Freese and Nichols, Inc. hereinafter called "Firm," acting herein by Cody Cockroft, P.E.

### WITNESSETH THAT:

WHEREAS, the County of Sabine desires to construct the following: a performance amphitheater, walks, and other park amenities within the Sabinetown Recreation Area under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the County desires to engage Freese and Nichols, Inc. to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number CRC23-0521.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

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

2. Time of Performance - The services of the Firm shall commence upon execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than September 30, 2026.

3. Local Program Liaison - For purposes of this Agreement, County Judge, Daryl Melton, 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. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.

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

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$99,554.00. Payment to the Firm shall be

based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

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

9. Miscellaneous Provisions

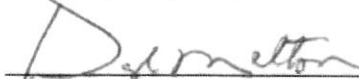
- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Sabine County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, 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.

10. Extent of Agreement


This Agreement, which includes Parts I-V, represents the entire and integrated agreement between the County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and the Firm.

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

BY:

  
Daryle Melton, County Judge

BY:

  
Cody Cockroft, P.E  
Vice-President/Principal

## **PART II**

### **SCOPE OF SERVICES**

Freese and Nichols, Inc. ("FNI") will perform professional design services for Sabine County, TX ("Client") to design for a small park site (approximately 7 acres) located within the limits of the Sabinetown Recreation Area near Hemphill, TX.

- Design of interior circulation roads for the facility and connection to the Sabinetown Recreation Area site, currently under construction.
- Design of a small asphalt parking lot for handicap accessibility.
- Electrical power distribution to the site considering future phases of work along with selective site lighting and power distribution to an amphitheater.
- A pavilion/amphitheater structure and minor surrounding improvements such as access walks to other site components. Architectural design and structural engineering is not included, but will be provided by a 3<sup>rd</sup> party vendor or building designer.
- Facilitate state-required Accessibility review and project registration through TDLR for design plan review and site inspection after construction.

### **SPECIAL DESIGN SERVICES**

#### **TASK 1 – TOPOGRAPHIC SURVEY**

Topographic survey extents of an approximate 7.5 acre site. Some items in scope listed below will only be prepared or included as determined necessary through field verification.

1. Survey will locate horizontally and vertically visible surface features within the project area.
2. Perform an on-the-ground survey under the direct supervision of a Registered Professional Land Surveyor. Topographic survey data will be mapped in AutoCAD / Civil3D format. Topographic survey will include the general extents of the clearing performed by others
  - a. Establish primary horizontal and vertical control utilizing GPS/GNSS observations at either end of the project. Horizontal control will be based on TCS (NAD 83) and Vertical Control NAVD88.
  - b. All visible planimetric features and structures include dimensions and elevations.
  - c. Utilities marked on the ground by Texas 811, if any.
  - d. Location of public utilities, if any
  - e. All visible utility structures, if any.
  - f. Grades with break lines sufficient to produce (1) foot contour intervals.
  - g. Locate trees within survey boundary (6" diameter and above)
  - h. UAV orthorectified aerial imagery.

## **TASK 2 – MISCELLANEOUS SERVICES**

### **1. GEOTECHNICAL BORINGS AND REPORT**

- a. FNI will provide 3 geotechnical borings and associated soils reports for borings for general paving design, pier founding, and other associated pavements. Geotechnical Services will be performed by a sub-consultant and QC reviewed by FNI geotechnical staff.

### **2. TDLR REVIEW**

- a. FNI will retain the services of a registered accessibility specialist (RAS) to perform the state-required accessibility review. The RAS will register the project with TDLR within 20 days of the project's bid date or sooner. FNI will coordinate with the RAS to complete an accessibility review of the plans (including necessary corrective action) as well as coordinate the required inspections on site once construction is complete. All fees associated with this review and registration are included.

## **BASIC DESIGN SERVICES**

### **TASK 3 – PROJECT MANAGEMENT**

- a. Conduct and attend both internal and external kickoff meetings and monthly/as-needed virtual progress meetings with the Client.
- b. Monthly progress reporting and invoicing.
- c. Weekly internal tracking to keep the project on schedule and within budget.
- d. Establish and implement a quality program and perform QA/QC on all client deliverables.
- e. Coordinate project activities with sub-consultants and other members of the design team.

### **TASK 4 – CONSTRUCTION DOCUMENTS**

#### **1. PRELIMINARY DESIGN**

- a. FNI will conduct one (1) video conference with the Client to discuss current budget targets, future phase considerations, and current programming needs for the project.
- b. FNI will prepare a Preliminary Design Plan for the proposed improvements. The plan will be based upon the current Client approved program items, and the estimated construction budget. The Preliminary Design Plan will be developed to a 30% level of completion and only feature site layout drawings.
- c. Based upon the approved Preliminary Design Plan, FNI will prepare a Preliminary Cost Estimate for the proposed improvements.
- d. FNI will attend one (1) virtual meeting with the Client to review the approved Preliminary Design Plan and Cost Estimate to confirm the overall design and obtain Client approval before proceeding into the Final Design phase of work. If the Client substantially, as solely determined by the FNI, increases the program

and construction budget, FNI will review with the Client the required additional fees necessary to cover the increase in scope of work. FNI will not proceed into the Final Design phase until the final program and cost estimates have been approved in writing by Client.

- e. FNI will coordinate with pre-manufactured building vendor(s) to establish scope of work and preliminary design layout of the amphitheater and its components.

## **2. FINAL CONSTRUCTION DOCUMENTS**

- a. Based upon approval from the Client for the Preliminary Design drawings submittal, FNI will prepare Construction Documents for the project. The Construction Documents will be comprised of both the drawings and the specifications and contract documents. A cost opinion will also be included with each deliverable.
- b. FNI will prepare submittals at 75% and Issue for Bid (100%) milestones.
- c. Before submitting the 100% drawings to the Client, FNI will initiate a 3<sup>rd</sup> party constructability review and incorporate the findings of that review into the Issue for Bid submittal.
- d. The Client will provide FNI all front-end documents, contracts, insurance requirements, general conditions, etc. for use by FNI in preparing the specifications and contract documents.
- e. Based upon the Client review of the 75% Construction Documents, FNI will prepare a 100% complete, Issue for Bid-ready set of construction drawings, project manual, and technical specifications.

### **Deliverables included:**

- Additional clearing plans as needed.
- Vehicular circulation design plans and typical sections and details.
- Overall site layout plans.
- Sitewide grading and drainage plans and details.
- Erosion control and turf establishment plans and details.
- Specifications and design narratives relating to a pre-fabricated amphitheater building.
- Electrical power distribution and conduit routing design plans and details
- Electrical power and lighting plans and details
- Water utility routing plans and details
- Miscellaneous site furnishings and sidewalk plans and details
- Miscellaneous structural low-wall details
- Technical Specifications
- OPCCs

## **TASK 5 – BID PHASE SERVICES**

FNI will perform bid phase services for the project including:

- a. FNI will attend and facilitate an in-person Pre-Bid meeting
- b. FNI will upload the appropriate bid documents to the Client's preferred bid management tool (CivCAST) and manage throughout the bid phase. Fees associated with this project registration are included.
- c. FNI will prepare addendum(s), if required, during the bid phase.
- d. After the Bid Opening, FNI will assist the Client in documenting and notifying bidders as needed through the bid management system. FNI will not attend the bid opening.
- e. FNI will assist the Client in reviewing the Contractor's bids and providing a Bid Tabulation and a recommendation to the Client for award of contract.
- f. FNI will assist the Client in distributing contractor contracts for signature and routing to the Client.

## **ASSUMPTIONS AND EXCLUSIONS**

- FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.
- United States Army Corps of Engineers (USACE) notification is not anticipated to be required for this project and therefore not included in this scope of work. Waters of the United States Delineation and Section 404 Permit Assistance to ensure compliance with the Clean Water Act (CWA) is not included.
- Other than those identified in this contract, no additional public meetings and/or presentations are provided within this Scope of Services.
- The Client will pay for all required governmental processing fees (not previously mentioned in this scope) and public notice advertising costs.
- This Scope of Services does not include additional site wide mass grading studies other than the required site grading for the proposed improvements.
- FNI will attend the meetings and/or presentations as described within this scope of services. Any additional meetings, workshops, public hearings, stakeholder meetings, focus groups, or presentations requested by the Client will be considered as additional services as authorized by the Client.
- This scope of services does not include any special marketing graphics, renderings or promotional booklets.

- Additional in-person meetings, beyond those listed, will be considered an additional service.
- No hard copies of the plans and supporting documents will be provided. All deliverables will be submitted in PDF format.



**PART III**  
**PAYMENT SCHEDULE**

Compensation for the Special Services and Basic Professional Services, as described in Part II - Scope of Services, shall not exceed the sum of **\$99,554.00**. The Firm shall invoice the County monthly based on a percentage of the work completed during the invoice period. The County's payment shall be as follows:

**Special Services**

Task 1 – Topographic Survey (Lump Sum).....	\$9,073.00
Task 2 – Miscellaneous Services (Lump Sum) .....	\$10,562.00

**Sub-Total – Special Services ..... \$19,635.00**

**Basic Design Services**

Task 3 – Project Management (Lump Sum).....	\$11,204.00
Task 4 – Construction Documents (Lump Sum).....	\$58,317.00
Task 5 – Bid Phase (Lump Sum) .....	\$10,398.00

**Sub-Total - Basic Design Services..... \$79,919.00**

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**TOTAL - Special Services and Basic Design Services ..... \$99,554.00**

## PART IV

### TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the County.

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

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

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

the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

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

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

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

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

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

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

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA 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 TxCDBG award between TDA and the 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.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

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

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

**Federal Civil Rights 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 (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
- (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

**PART V**  
**PROJECT TIME SCHEDULE**

FNI proposes to complete the scope of services in accordance with the schedule shown below. If meetings, responses, or regulatory delays beyond the control of FNI are experienced this schedule may be extended.

<b>Task</b>	<b>Schedule</b>
Task 1 – Topographic Survey	5 weeks from NTP
Task 2 – Miscellaneous Services	9 weeks
Task 3 – Project Management	
Task 4 – Construction Documents	
Task 5 – Bid Phase	6 weeks