

STATE OF TEXAS

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COUNTY OF GALVESTON

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**CONTRACT**  
**BY AND BETWEEN**  
**THE GOODMAN CORPORATION**  
**AND**  
**CITY OF LA MARQUE**

**THIS CONTRACT** is hereby entered into by and between **The Goodman Corporation** (Consultant) and City of La Marque (Client).

**WITNESSETH**

**WHEREAS**, Client has identified the need for professional consulting services to assist with a Reconnecting Communities Program Grant Application;

**WHEREAS**, Client desires to retain Consultant to perform various professional services in accordance with the Scope and Budget as described in *EXHIBIT A*;

**NOW, THEREFORE, IT IS HEREBY AGREED** that Client and Consultant should enter into a Contract for performance of professional services pursuant to the following terms and conditions.

## **ARTICLE I: SCOPE OF SERVICES**

Consultant agrees to undertake, perform, and complete in an expedient, satisfactory, and proper manner all of the professional services required by Client as described in the Scope of Services defined in *EXHIBIT A*.

## **ARTICLE II: CONTRACT PERIOD**

This Contract becomes effective when fully executed by all parties, and it will terminate on completion of all obligations by all parties per the Scope of Services defined in *EXHIBIT A*. Any work performed or cost incurred before or after the contract period will be ineligible for reimbursement.

## **ARTICLE III: COORDINATION AND REPORTS**

*A. Coordination.* Data, analyses, findings, and recommendations prepared in the performance of this work shall be reviewed and coordinated with Client during performance of the work program by Consultant.

*B. Inspection of Work.* Consultant shall permit Client to inspect and review activities relating to its performance under this Contract. Consultant shall maintain complete and accurate records with respect to its performance under this Contract. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible at all reasonable times.

*C. Brief Progress Reports.* Consultant shall submit monthly progress reports to Client. These reports shall outline work accomplished by task during the previous month or since the last progress report. These reports shall include, but shall not be limited to, the percentage of completion of the overall work product, special problems or delays encountered or anticipated, changes in the estimated cost or the anticipated work activities for the next work period, and a brief description of work accomplished, methodologies used, and conclusions reached, if any. Progress reports shall be prepared according to a format approved by Client.

## **ARTICLE IV: COMPENSATION**

Consultant shall be paid on a lump sum, percent of completion fee basis for the performance of the Scope of Services defined in *EXHIBIT A* in an amount set forth therein. Any increase in compensation to Consultant shall be conditioned on amending this agreement.

## **ARTICLE V: METHOD AND SCHEDULE OF PAYMENT**

*A. Payment Requests.* Consultant shall submit monthly invoices for services rendered on the basis of a percentage of completion per task unless otherwise specified. Invoices shall be submitted to Client accompanied by a progress report as described in ARTICLE III: Coordination and Reports. Client shall pay invoices within thirty (30) days of receipt thereof.

*B. Late Payments.* Any payment under the terms and conditions of this agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate equal one percent (1%) above the prime rate as reported by the Wall Street Journal as of the date such payment was due and payable.

*C. Adjustments.* In the event of a change in scope, complexity, or character of the work to be performed, and with the concurrence of both Client and Consultant, the fees specified in ARTICLE IV: Compensation may be adjusted in accordance with the provision of ARTICLE VI: Changes of this Contract by amending this original agreement.

*D. Final Payment.* Consultant shall submit a final invoice, so designated, for the contracted work within thirty (30) days of the close of this Contract.

## **ARTICLE VI: CHANGES**

Client, from time to time, may require changes in the Scope of Services of Consultant to be performed hereunder, provided Consultant agrees in writing. Changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Client and Consultant, shall be incorporated in written amendment to this Contract.

## **ARTICLE VII: OWNERSHIP OF MATERIALS**

All maps, drawings, documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Contract, shall become the property of Client upon completion of this Contract, or in the event of termination or cancellation thereof, at the time of payment under ARTICLE IV: Compensation for work performed. All such data and material shall be furnished to Client on request. All documents, including, but not limited to, drawings, specifications, and data or programs stored electronically, prepared by Consultant pursuant to this Contract are related exclusively to the services described herein. Any reuse without written verification of adaptation by Consultant to specific purposes intended will be at Client's sole risk and without liability or legal exposure to Consultant.

## **ARTICLE VIII: TERMINATION**

Client, may terminate this contract, in whole or in part, when it is in the Client's interest through written notice provided a minimum of thirty (30) days prior to the contract termination date. If this contract is terminated, the Client shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

*A. Procedure.* In the event of such termination prior to completion of the Scope of Services provided for in *EXHIBIT A*, Client agrees to pay Consultant for work actually performed. Consultant shall submit a final invoice, so designated, for the contracted work actually completed less payment of any compensation previously paid.

*B. Default.* Client may, by written notice of default to Consultant, terminate the whole or any part of this Contract in any one of the following circumstances:

- 1) If Consultant fails to perform the work called for by this Contract within the time specified herein or any extension thereof; or
- 2) If Consultant fails to perform any of the other provisions of this Contract, or so fails to prosecute the work as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such extension as authorized by Client in writing) after receiving notice of default.

In such event, Consultant shall be paid for professional services for work actually performed, based upon the judgment of Client to the date of notification of default, less payment of any compensation previously paid.

## **ARTICLE IX: PROHIBITED INTEREST**

No employee, officer, or agent of Client shall participate in selection or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer, or agent;
- any member of his or her immediate family;
- his or her partner; or
- an organization which employs, or is about to employ, such individuals;

has a financial or other interest in the firm selected for award. Client's officers, employees, or

agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultant, potential consultants, or parties of subcontracts with this contract.

#### **ARTICLE X - ASSIGNABILITY**

Consultant may subcontract a portion of the services to be performed hereunder to firms with complementary disciplines to perform the Scope of Services defined in *EXHIBIT A*. All subconsultants retained by Consultant shall adhere to the terms of this Contract. Consultant shall not assign this Contract without prior written consent with the Client. If any portion of this Contract is assigned, Consultant shall not be relieved from any of the terms of this Contract.

#### **ARTICLE XI - SEVERABILITY**

In the event that any one or more of the provisions contained in this Contract shall be held to be invalid, illegal, or unenforceable in any respect, then such invalidity, illegality, or unenforceability shall not affect any other provisions of this Contract, and all other provisions shall remain in full force and effect. If any provision of this Contract is held to be excessively broad, then that provision shall be reformed and construed by limiting and reducing it to be enforceable to the maximum extent permitted by law.

#### **ARTICLE XII – VENUE**

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with the Contract shall lie exclusively within Galveston County, Texas.

#### **ARTICLE XIII: COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach of violation of this warranty, Client shall have the right to annul this Contract without liability, or at its discretion to deduct from this Contract, the price of consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### **ARTICLE XIV: INDEMNIFICATION**

Consultant shall indemnify and hold harmless Client, its officers, agents, and employees against any and all claims, demands, suits, and judgments of sums of money to any party for loss of life or injury or damage to person or property growing out of, resulting from, or by reason of any negligent act of omission, operation, or work of Consultant, its agents, servants, or employees while engaged upon or in connection with the services required or performed by Consultant hereunder.

#### **ARTICLE XV: ACCESS TO RECORDS**

Consultant agrees that Client shall have, until the expiration of three (3) years after termination or expiration of this Contract, access to and right to examine any directly pertinent documents, papers, and records developed by Consultant as a part of its work under this Contract.

#### **ARTICLE XVI: FORCE MAJEURE EVENT**

Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning,

drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").

This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.


**IN WITNESS WHEREOF**, the parties hereto have executed this Contract in duplicate originals and it shall be effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**CITY OF LA MARQUE**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**THE GOODMAN CORPORATION**

BY:   
Barry M. Goodman  
President

ATTEST:   
Jim Webb  
CEO

**EXHIBIT A – SCOPE OF SERVICES (as attached)**





**THE GOODMAN  
CORPORATION**

**HOUSTON:** 3200 Travis Street  
Suite 200  
Houston, TX 77006

**AUSTIN:** 911 W. Anderson Lane  
Suite 200  
Austin, TX 78757

**PROJECT  
SCOPE**

**PHONE:** (713) 951-7951

**THEGOODMANCORP.COM**

## **City of La Marque, TX Reconnecting Communities Program**

### **August 2022**

The Goodman Corporation (TGC) and the City of La Marque (City) have previously worked together on the development of an Economic Development and Infrastructure Improvement Strategy which has identified several projects for development and funding pursuit. The City has been successful in leveraging this work to facilitate TxDOT funding for sidewalk improvements on FM 517. There is an opportunity to further implement the planning effort through the FY22 Reconnecting Communities Program. The program will allow for planning and capital grant applications towards projects that bridge man-made transportation barriers – such as IH 45, which bisects the City. Through this proposal, TGC will assemble a capital grant requesting approximately \$5M for the design and construction of shared use paths or sidewalks along FM 1765 from FM 2004 to SH 146. TGC will work collaboratively with the City to develop a competitive funding application for the program inclusive of project narrative, merit criteria, benefit cost analysis, design production, and support documentation.

The program application is due October 13, 2022. TGC will endeavor to provide a full grant package for review approximately 7 days prior to the deadline.

### **Task 1 – Complete Reconnecting Communities Application**

#### **1a: Project Narratives**

TGC staff will prepare project narratives for the applications to include a detailed project description, location, schedule, and costs. Additionally, TGC will focus on the merit criteria outlined in the Notice of Funding Announcement. These include:

- Equity, EJ, and Community Engagement
- Mobility and Community Connectivity
- Community Based Stewardship, Management, and Partnerships
- Equitable Development and Shared Prosperity

In addition to the merit criteria, TGC will endeavor to address the DOT Strategic goals: safety, equitable economic strength and improving core assets, equity and barriers to opportunity, climate change and sustainability, and the transformation of our nation’s transportation infrastructure.

TGC will coordinate with City staff to identify the local match commitment available that can be applied towards the projects. TGC staff will develop associated tables, graphics, and maps to ensure information

is clearly conveyed. TGC will complete all necessary forms and adhere to formatting restrictions to ensure completeness. TGC will assist City staff in submitting the application in Grants.gov, if beneficial.

**1b: Benefit Cost Analysis**

TGC will complete a benefit-cost analysis (BCA), consistent with USDOT methodology and criteria, which documents the quantified and monetized benefits associated with the project. Areas analyzed will include safety, mode conversion (auto to walk/bike/transit), emissions benefits, public health benefits, and other related categories. TGC will produce a BCA appendix and accompany Excel workbook for inclusion with the submission package.

**1c: Support Documentation**

TGC will develop a project white paper to garner support from project partners and work with the City to develop a list of potential project partners. TGC will work with the City to identify who will reach out to which partner agency to solicit a draft letter of support. It is anticipated that this list will include local, state, regional, and federal partners. TGC will manage tracking and collating letters to ensure a complete submission package.

**Budget Summary**

Progress payments will be made based on the percentage of completion of each task. Monthly invoices to include progress reports will be provided commensurate with the percentage of the project completed each month.

<b>BUDGET SUMMARY</b>		
<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	Complete Reconnecting Communities Application	\$24,000
	<b>Total</b>	<b>\$24,000</b>