

**City of Reading
Community Development Block Grant
Professional Services Contract Appendix**

1. Environmental Mitigation Measures
The Design Professional will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.
2. Section 3 of the Housing and Urban Development Act of 1968
The Design Professional will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this CDBG assisted project will be extended to lower income project area residents. Further, the Design Professional will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.
3. Clean Air and Water (contracts in excess of \$100,000)
The Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368) , Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
4. Energy Efficiency
The Design Professional 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. 94-163 codified at 42 USCA 6321 et. seq.).
5. Minority Business Enterprise
Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the Design Professional will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the Design Professional must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority sub-contractors and suppliers to the City of Reading, Pennsylvania upon request.
6. Ownership of Document
All drawings, specifications, studies, and other material prepared under this contract shall be the property of the City of Reading, Pennsylvania and at the termination or completion of the Design Professional's services shall be promptly delivered to the City of Reading, Pennsylvania. The Design Professional shall have no claim for further employment or additional compensation as a result of exercise by the City of Reading, Pennsylvania of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the City of Reading, Pennsylvania re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the City of Reading, Pennsylvania without liability to the Design Professional.
7. Debarment
The Design Professional by executing this contact certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).

8. **Reports and Information**
The Design Professional will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the City of Reading, Pennsylvania to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City of Reading, Pennsylvania or its authorized representative, and will be retained for five (5) years after the expiration of this contract.
9. **Access to Records**
It is expressly understood that the Design Professional's records relating to this contract will be available during normal business hours for inspection by representatives of the City of Reading, Pennsylvania and U.S. Department of Housing and Urban Development.
10. **Employee-Employer Relationship**
The contracting parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City of Reading, Pennsylvania by the terms of this contract. It is understood by the parties hereto that the Design Professional is an independent contractor and as such neither it nor its employees, if any, are employees of the City of Reading, Pennsylvania for purposes of tax, retirement system or social security (FICA) withholding.
11. **Conflict of Interest**
The Design Professional warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the CDBG project that would conflict in any manner or degree with the performance of its services hereunder. The Design Professional further covenants that, in performing this contract, it will employ no person who has any such interest.
12. **Modification and Assignability of Contract**
This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement. The Design Professional may not sub-contract or assign its rights (including right to compensation) or duties arising hereunder without the prior written consent of the City of Reading, Pennsylvania. Any sub-contractor or assignee will be bound by all of the terms and conditions of the Agreement.
13. **Section 109 of the Housing and Community Development Act of 1974**
The Design Professional will comply with the following provision: No person in the United States may, on the grounds of race, color, national origin 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 the funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program or activity.
14. **Nondiscrimination**
The Design Professional will not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideas, gender, age, marital status, physical or mental handicap or national origin.
15. **Procurement of recovered materials**
Pursuant to 2 CFR Part 200.322 the Design Professional shall comply with applicable standards, orders, or requirements issued under section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.