

STATE OF TEXAS	§	<b>FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT WITH</b>
	§	<b>BBG CONSULTING, INC FOR ON-</b>
	§	<b>CALL RESIDENTIAL</b>
COUNTY OF BEXAR	§	<b>HOUSING INSPECTION SERVICES</b>

This First Amended Agreement ("Amended Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation (hereinafter referred to as "City") acting by and through its Director of the Department of Neighborhood and Housing Services (hereinafter referred to as "NSHD") and BBG Consulting, Inc. ("Contractor"), a California corporation, both of which may be referred to herein collectively as the "Parties".

**WHEREAS**, the Parties entered into a Professional Services Agreement for Residential Housing Inspection Services which was effective on February 11, 2021 and will terminate on February 11, 2025 ("Original Agreement"); and

**WHEREAS**, the Parties have elected to extend the Original Agreement's term until June 30, 2025, increase the Contract amount to \$1,116,600.00 to account for Services rendered prior to and throughout the extended Contract period, and update certain additional provisions. **NOW THEREFORE:**

The Parties agree that the Original Contract shall be amended as follows:

**Section 1.** The Parties agree that the Term of the Original Contract shall be extended to June 30, 2025.

**Section 2.** The Parties agree that the Scope of Services listed in Exhibit "B" to the Original Contract shall be revised as reflected in Exhibit "A" attached hereto, which shall constitute the Services.

**Section 3.** Section 2.2 of the Original Agreement is amended as follows:

All of the Services shall be performed by CONTRACTOR to the satisfaction of the Director and Grants Administrator of the Neighborhood and Housing Services Department. The determination made by the Director shall be final, binding, and conclusive on the Parties. CITY shall be under no obligation to pay for any work performed by CONTRACTOR, which is not satisfactory to the Director. CITY shall have the right to terminate this AGREEMENT, in accordance with Article VII, in whole or in part, should CONTRACTOR's work not be satisfactory to the Director; *provided, however*, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.

**Section 3.** Article III COMPENSATION, Section 3.1 is amended to state:

3.1 In consideration of, and upon CONTRACTOR's performance in a satisfactory, timely, and efficient manner, as determined solely by CITY, of the Services, CITY agrees to pay CONTRACTOR an aggregate amount not to exceed **ONE MILLION, ONE HUNDRED SIXTEEN THOUSAND AND SIX HUNDREED DOLLARS AND 00/100 (\$1,116,600.00)** as total compensation for performance of the Services during the Term. CONTRACTOR's compensation is exclusive of all out-of-pocket expenses

incurred by CONTRACTOR in the course of performing the Services. CONTRACTOR acknowledges and agrees that this is an on-call service agreement and there is no guarantee of a minimum amount of compensation hereunder.

**Section 4.** The Parties agree that all references to “Grant Funds” in the Original Agreement shall include all funding sources from which the compensation to CONTRACTOR under the Original Agreement is paid, and all references to federal laws and regulations in the Original Agreement and this Amended Agreement that pertain to federal funds shall continue to only pertain to federal funds unless application of federal laws and regulations apply to the use of all funding sources for the Contract by law or City of San Antonio policies.

**Section 5. Article X INSURANCE REQUIREMENTS is hereby amended as follows:**

No later than 30 days before the scheduled event, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY’s NHSD Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent’s signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’S NHSD Department. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR’S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the LICENSEE claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000

<p>3. Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> <li>a. Premises/Operations</li> <li>b. Products/Completed Operations</li> <li>c. Personal/Advertising Injury</li> <li>d. Contractual Liability</li> <li>e. Independent Contractors</li> <li>f. Damage to property rented</li> </ul>	<p>For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> <li>a. Owned/leased vehicles</li> <li>b. Non-owned vehicles</li> <li>c. Hired Vehicles</li> </ul>	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.</p>
<p>5. Professional Liability (Claims-made basis) to be maintained and in effect for no less than two years subsequent to the completion of the professional service.</p>	<p>\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in the professional services.</p>

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
NEIGHBORHOOD AND HOUSING  
SERVICES DEPARTMENT  
P.O. Box 839966

CONTRACTOR’s insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers’ compensation and professional liability policies.
- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
- CONTRACTOR shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and

- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to LICENSEE under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

**Section 6.** Article XVIII is amended as follows:

## **ARTICLE XVIII CONTRACTOR CERTIFICATIONS**

### **18.1 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:**

1. Texas Government Code §2271.002 provides that a governmental entity may not enter a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (A) does not boycott Israel; and
- (B) will not boycott Israel during the term of the contract.

2. This section only applies to a contract that:

- (A) is between a governmental entity and a company with 10 or more full-time employees; and

(B) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

3. "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.

4. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

5. By executing this AGREEMENT, CONTRACTOR hereby verifies and certifies that it does not boycott Israel, and will not boycott Israel during the Term of the AGREEMENT including all renewal periods. CITY hereby relies on CONTRACTOR's verification and certification. If found to be false, CITY may terminate the contract for material breach.

## **18.2 CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

1. Texas Government Code §2252.152 provides that a governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. CONTRACTOR hereby certifies that it is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY.

2. CITY hereby relies on CONTRACTOR's certification. If found to be false, or if CONTRACTOR is identified on said list during its contract with CITY, CITY may terminate the AGREEMENT for material breach.

## **18.3. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

1. This section only applies to a contract that:

(A) is between a governmental entity and a company with 10 or more full-time employees; and

(B) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

3. "Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

4. Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5. By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

**Section 7.** Article XIX is amended to be "Reserved".

**Section 8.** All other provisions of the Original Agreement not amended herein shall remain in full force an effect.

*[Signature Page Follows]*

EXECUTED and AGREED to by:

CITY OF SAN ANTONIO

\_\_\_\_\_  
Lori Houston  
Assistant City Manager

SERVICE PROVIDER:

BBG Consulting, INC  
By: Matthew Villarreal   
Title: President  
Date: 1/30/2025

Approved as to Form:

\_\_\_\_\_  
Jameene Yvonne Williams  
Assistant City Attorney

**ATTACHMENTS:**

Exhibit "A" - Scope of Services  
Exhibit "B" - Fee Schedule

## Exhibit A

### SCOPE OF SERVICE

BBG Consulting, Inc. (Consultant) shall provide onsite residential construction inspection personnel available for the City's Owner-Occupied Rehabilitation and Reconstruction Program for the duration of a project's construction on an as-needed basis.

The following scope of services is not intended to be a complete list of all services needed.

The Consultant shall work as part of the City's construction administration team and may be asked to be a representative of the City, when applicable. The construction inspectors shall provide skilled construction quality assurance, to ensure compliance with contract documents, as well as assisting and reporting to City's Project Manager during a project's construction phase, by inspecting the contractor's work for compliance with a project's construction documents.

Consultant services shall include, but are not limited to, the following:

#### **Tier 1 Services:**

- Monitor and document job site safety.
- Familiarity with and implementation of the Owner-Occupied Rehabilitation and Reconstruction Program.
- Attend pre-construction meetings and regular on-site construction meetings.
- Coordinate with the City's Development Services Department to oversee proper permitting.
- Develop scopes of work for Owner-Occupied Rehab and Minor Repair projects, as needed.
- Provide drawings for Plan Review on projects that reconfigure the layout of the home to meet the Development Services Department's requirements.
- Conduct observations of construction work for compliance with approved contract drawings, specifications, requests for information, change order proposals, approved submittals and shop drawings.
- Review contractor submittals and coordinate City comments (including resolving conflicts).
- Issue observation reports, noting conditions of non-compliance, with proper references to detailed drawings and specifications sections.
- Attend early morning, evening and/or after-hours installations requiring City representation.
- Review and approve contractor payment draws, including survey construction progress to confirm percent complete by trades.
- Monitor material testing, Heating, Ventilation and Air Conditioning (HVAC) air test and balance and other systems testing.
- Attend pre-installation meetings between a Contractor and City, prior to start of project construction, as required by scope of work.

- Monitor inspections for above ceiling, open wall and confirm completion of deficiencies during rough-in phase.
- Stay current in codes and regulations applicable to design and construction.
- Proper application of City of San Antonio Neighborhood and Housing Services Rehab Standards and Specifications.
- Interface with and provide support to City representatives, design professionals, contractors, utilities and regulatory agencies, to assist with resolution of construction phase conflicts.
- Monitor project close-out procedures, including Operation and Maintenance (O&M) manuals, as-builts, punch lists and warranty walk-through.
- Assist the Project Managers in the one (1) year warranty process.
- Consult with City staff and Contractor superintendents on work progress and construction problems; reviews equipment utilization data and time/cost estimates.
- Meet regularly with City staff to discuss project status and any project related problems.
- Coordinate construction or repair activities between Contractors and utility companies to avoid conflict and to ensure a minimum disruption of services.
- Interpret plans and specifications to resolve conflicts.
- Perform other job-related duties as assigned. It is requested specific construction inspectors are available on Consultant's team who have expertise, as evidenced by appropriate credentials, in the following specialties:
  - Underground utilities and site preparation
  - Concrete (structural and flatwork) Structural Steel
  - Residential HVAC System
  - Residential Electrical
  - Residential Plumbing and Gas
  - Residential structural framing

**Tier 2 Services:**

- Maintain and organize on-site project documentation.
- Maintain a daily activity diary of a project's work in progress and status of completion, to include notes and pictures

**Exhibit B**

<b>RESIDENTIAL HOUSING INSPECTION SERVICES FEE SCHEDULE</b>		
<b>Item</b>	<b>Services</b>	<b>Hourly Rate</b>
<b>1</b>	Tier 1 Services	\$ 85.00
<b>2</b>	Tier 2 Services	\$ 50.00

All prices provided includes all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, delivery, and related costs. No other charges shall be applied.

Hourly rates should be billed in 15-minute (or 1/4<sup>th</sup> hour) increments. Submitted invoices with hourly breakdown for costs will be evaluated for appropriateness and cost reasonableness.

Written work authorization for each project will determine the level of services to be rendered and an accompanying not-to-exceed budget amount will be set per project. In the event that supplementary labor hours on a project are necessary and total costs will exceed the initial approved budget amount, Consultant will make the request to the City for an updated written work authorization. Costs can only be reimbursed up to an approved work authorization amount. Only actual hours (or partial hours) documented per the labor rates table above will be reimbursed.