

ADDENDUM NO. 1

Right-of-Way Landscape Restoration
(RFP 25-47, Contract No. C)

This Addendum No. 1 (“Addendum”) to the Right-of-Way Landscape Restoration (“Agreement”) is executed this day of , 20 , (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and URW, LLC, an Arizona Limited Liability Company, authorized to do business in Arizona (“Contractor”), collectively (“Parties”).

The Parties agree that the following federal laws and regulations apply to the above-referenced Agreement and agree it be bound by these same terms and conditions:

FEDERAL LAWS AND REGULATIONS

1. **Applicability of Uniform Administrative Requirements.** The parties will comply with all administrative requirements, cost principles, and audit requirements as provided in 2 C.F.R. Part 200 in compliance with the Final Guidance issued by U.S. Department of Housing and Urban Development on Feb. 26, 2015 (Notice: SD-2015-01).
2. **Equal Opportunity.**
 - 2.1 The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 C.F.R. Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity receiving Federal financial assistance by way of grant, loan, or Agreement and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Contractor, this assurance will obligate the Contractor, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
 - 2.2 The Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430) and will administer all activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
 - 2.3 The Contractor agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 C.F.R. Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 C.F.R. Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 C.F.R. Part 8), will also apply to any activity funded in whole or in part with funds made available pursuant to the Act.
 - 2.4 The Contractor agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.

- 2.5 The Contractor agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.
- 2.6 The Contractor agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 C.F.R. Part 135) as follows:
 - a. The work to be performed under this Agreement is on a project assisted under a activity providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The Contractor will send to each labor organization or representative or workers, with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or workers' representative of the commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The Contractor will include this Section 3 clause to every subcontract for work in connection with the project and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement, will be a condition of the Federal financial assistance provided to the project.

3. Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development-Effectuation of Title VI of the Civil Rights Act of 1964.

- 3.1 The Contractor shall, as a recipient of HUD financial assistance, take reasonable steps to provide meaningful access to Limited English Proficiency (LEP) persons. This requirement shall extend to the Contractor's entire activity regardless of how much HUD assistance is received.
- 3.2 In order to determine what reasonable steps must be taken to provide meaningful access to LEP persons, the Contractor should apply HUD's four-factor analysis:

- a. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered by the activity or Contractor.
 - b. Identify the frequency with which LEP persons come in contact with the activity.
 - c. Consider the nature and importance of the activity or service provided by the activity to people's lives.
 - d. Identify the resources available to the Contractor and the costs associated with providing meaningful access to LEP persons.
- 3.3 The Contractor must determine what language assistance measures are sufficient for the activity funded with HUD funds. The Contractor shall have flexibility in addressing the needs of the LEP persons served; however, this flexibility cannot be used to minimize the obligation that the needs be addressed. The Contractor is not required to take measures that would be a cost burden or cost prohibitive to the Contractor.
- 3.4 Efforts to take reasonable steps to provide meaningful access to LEP persons must be documented in the Contractor's records and be made available upon request.
4. **Section 504.** The Contractor agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.
5. **Subcontracting.** All work or services covered by this Agreement, which is subcontracted by the Contractor will be specified by written Agreement and subject to all provisions of this Agreement. All subcontracts must be approved by the City prior to execution.
6. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
7. **Interest of Members, Officers, or Employees of the Contractor, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Contractor or its designees or agents, no member of the governing body of the locality in which the activity is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the activity during his or her tenure or for one year thereafter, will have any interest, direct or indirect, in any Agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the activity assisted under this Agreement.
8. **Lobbying.** Funds provided under this Agreement shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
9. **Hatch Act.** The Contractor agrees to comply with all provisions of the Hatch Act and that no part of the activity will involve political activities, nor will personnel employed in the administration of the activity be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
10. **Labor Standards Provisions.**
- 10.1 The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Contractor agrees to comply with the Copeland Anti-Kick-Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U. S. Department of Labor at 29 C.F.R. Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

10.2 The Contractor agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the City pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 C.F.R. Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local laws nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirement of this paragraph.

11. Compliance with Environmental Requirements. The Contractor agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR §58.5 insofar as the provisions of such Act apply to activities set forth in the Scope of Activity.

12. Compliance with Flood Disaster Protection Act.

12.1 This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

12.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Agreement.

13. Compliance with Environmental Laws.

13.1 This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 15, as amended from time to time.

13.2 In compliance with said regulations, the City will cause or require to be inserted in full in all Agreements and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

a. A stipulation by the Contractor and subcontractor(s) that any facility to be utilized in the performance of any nonexempt Agreement or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 C.F.R. §15.20.

- b. Agreement by the Contractor and subcontractor(s) to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
 - d. Agreement by the Contractor that it will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the Contractor to take such action as the Government may direct as means of enforcing such provisions.
 - e. In no event will any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.
- 13.3 The Resource Conservation and Recovery Act. Contractor will comply with the Resource Conservation and Recovery Act (“**RCRA**”), including, but not limited to, 42 U.S.C. § 6962, which requires preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (“**EPA**”) (40 C.F.R. Parts 247 through 254).
- 13.4 The Toxic Substances Control Act. The Contractor will comply with the Toxic Substances Control Act (“**TSCA**”), 15 U.S.C. §2601 et seq.
- 13.5 The Federal Insecticide, Fungicide and Rodenticide Act. The Contractor will comply with the Federal Insecticide, Fungicide and Rodenticide Act (“**FIFRA**”), 7 U.S.C. §136 et seq.
- 13.6 Contractor will comply with all other applicable federal and state environmental laws and regulations, including, but not limited to, §6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (“**RCRA**”) (Pub. L. 94-580, 42 U.S.C. §6962). Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (“**EPA**”) (40 C.F.R. Parts 247 through 254). Accordingly, state and local institutions of higher education, hospitals, commercial organizations and international organizations when operating domestically, and non-profit organizations that receive direct Federal awards or other Federal funds will give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
14. **Historic Preservation.** This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 C.F.R. Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 C.F.R. Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property

15. **Historic Barriers.** This Agreement is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately-owned residential structure) designed, constructed, or altered with CDBG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
16. **Lead-Based Paint.** This Agreement is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24 C.F.R. Part 35 and 24 C.F.R. §570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978 will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor, the City of Glendale shall be consulted regarding the Contractor/Grantee's compliance status.
17. **Acquisition/Relocation.** This Agreement is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 C.F.R. Part 24, and 24 C.F.R. Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.
18. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City and/or HUD as applicable. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR §570.504(c).
19. **Debarment, Suspension, Ineligibility and Voluntary Exclusion.**
 - 19.1 In order to participate in this Agreement, the Contractor must certify that it and/or its owners/officers have not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - 19.2 The Contractor, shall include without modification the Certification language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions" with all subgrantees or other contractors; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. part 76.
 - 19.3 If the Contractor is unable to comply with this requirement, an explanation shall be immediately provided to the City in accordance with paragraph 30 of this Agreement.
20. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the CDBG Program. To comply with this requirement and locally adopted codes Contractor shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.
21. **Build America, Buy America (BABA).** BABA requires all the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States. If applicable, the Contractor or contract represents and warrants that; (a) they have reviewed and understand the BABA (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved, and (c) the Contractor or contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the BABA requirements, as may be

requested. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor or contractor shall permit the City to recover any damages against the Contractor or contractor for any loss, expense, or cost (including without limitation attorney's fees) incurred resulting from any such failure.

IN WITNESS WHEREOF, a duly authorized representative of each Party has executed this Addendum as of the Addendum Effective Date.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

URW, LLC
an Arizona Limited Liability Company



By: Chris Testa

Its: President