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2019-0673

AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY RESIDENTIAL INSPECTION SERVICES

THIS AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY RESIDENTIAL INSPECTION SERVICES (“Agreement”) is entered into, on the date countersigned by the City Controller (“Effective Date”), between the **CITY OF HOUSTON, TEXAS** (“City”), a home-rule city of the State of Texas, and **WOOD ENVIRONMENT AND INFRASTRUCTURE SOLUTIONS, INC.**, (“Contractor”), located at 17325 Park Row, Houston, TX 77084.

1. This Agreement is issued in connection with City’s purchase of products and services from Contractor under Contractor’s General Services Administration (“GSA”) Contract #GS-00F-314CA for Professional Services and all amendments of exhibits thereto as offered by GSA, with a September 18, 2015 effective date (“GSA Contract”). The current version of the GSA Contract is attached hereto as **Exhibit A**.
2. Order of Precedence: The documents listed below are incorporated by reference and made a part of this Agreement. Unless otherwise agreed or provided herein, in the event of conflict or inconsistency among or between the documents, the documents shall control in the order in which they are listed below.
 - A. The GSA Contract #GS-00F-314CA as may be amended, (in accordance with its order of precedence), including all its appendices and exhibits with an effective date of September 18, 2015.
 - B. The sections of this Agreement;
 - C. The Exhibits to this Agreement (aside from **Exhibit A**, the GSA Contract which is listed in item A above);
 - D. The City’s Notices to Proceed issued pursuant to this Agreement;
 - E. Any mutually executed subsequent amendments or change orders to this Agreement (the later dated document will govern).
3. In the event the GSA Contract is not extended beyond the extended term period ending on September 17, 2020, or otherwise expires or terminates before Contractor completes performance of all of its obligations under this Agreement and any Notice to Proceed (as defined in Section 6.D. of this agreement), order, statement of work, or like document issued under this Agreement (individually or collectively, an “Order”), then Contractor shall nonetheless complete performance of all its obligations under this Agreement and the applicable Order pursuant to the terms and conditions of the GSA Contract to the extent it is applicable.
4. This Agreement includes and incorporates the attached **Exhibit B**. Exhibit B sets forth the scope of work and fee schedule for the Term of the Agreement.
5. Contractor shall furnish and deliver services described in **Exhibits A and B** and the City shall pay Contractor in accordance with **Exhibit B**. Contractor shall not increase the pricing during the Term of this Agreement. The City’s payment(s) for services under this Agreement must only be paid from Allocated Funds, as provided in Paragraph 6 below.

Contractor shall complete the services in accordance with **Exhibits A and B** and any Order approved and signed by the Director of the Housing and Community Development Department

("HCDD") or his/her designee (the "Director") and Contractor. No additional term or condition added in any Order relating to the products or services, or any amendment thereto can conflict with or diminish any term or condition of this Agreement and any such term or condition will be void and unenforceable.

6. Payment.

- A. The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section 6 (Payment).

The City shall pay the Contractor for the services and deliverables Contractor renders to City and that City has accepted under this Agreement in accordance with the terms set forth in **Exhibit B** and the City shall pay Contractor in accordance with Chapter 2251 of the Texas Government Code. The City will not be responsible and has no obligation to reimburse Contractor for any travel and expenses incurred by the Contractor or any subcontractors under or related to this Agreement, including travel time to and from an individual inspection.

- B. In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of **Four Million Six Hundred Forty-Seven Thousand One Hundred and 00/100 Dollars (\$4,647,100.00)** to pay money due under this Agreement during the City's current fiscal year (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for the Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to the Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This Supplemental Allocation has been charged to such appropriation.

\$ _____

The Original Allocation plus all Supplemental Allocations are the "Allocated Funds." The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for products and services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

- C. Taxes. The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax

identification number to Contractor if requested.

- D. If adequate funds are available under Section 6.B. of this Agreement, and if the Director provides Contractor with specific, written, authorization, including but not limited to an NTP (as defined in this paragraph), Contractor shall provide the products and services set forth and in accordance with Exhibit B of this Agreement.
- E. Contractor shall complete the services or provide products in accordance with **Exhibit B** and any other Order, and/or any authorized amendment thereto, approved and signed by the Director or his/her designee, and Contractor. No additional term or condition added in any Order or other document relating to the services, or any amendment thereto can conflict with or diminish any term or condition of this Agreement and any such term or condition will be void and unenforceable.
- F. Upon written request by Contractor, the Director, in his/her sole discretion, may grant extensions of time for completion of services, a project, or items required under a project or NTP, such as an extension for delays caused by the City or persons with whom the work must be coordinated and for other reasonable causes over which Contractor has no control. The Director's approval of the extension of time must be in writing. Each NTP continues in effect until all requirements have been met and a written acceptance of the services performed has been made by the Director or until Contractor receives written notification from the Director to discontinue services.
- G. At any time during the performance of services under an NTP, the Director may add services or delete specific services not yet performed, as the Director deems necessary to accomplish the general purposes of this Agreement. Any addition to an NTP shall be in accordance with the scope and rates stated in **Attachment B**.
- H. In the event of a conflict between this Agreement and an NTP, this Agreement shall control. The NTP must not vary the terms of this Agreement. If the parties intend to modify the terms of this Agreement, such modifications must be in writing and signed by the authorized signatories of each party in accordance with Section 24 of this Agreement, in addition to any other approval process required by the parties.

7. Changes.

- A. At any time during the Agreement Term, the Director may issue a Change Order to the Agreement to increase or decrease the scope of services, add or delete specific services, or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services, or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work. All Change Orders must be mutually agreed upon and signed by both parties. In the event the parties are unable to reach a mutual agreement on the Change Order, Contractor shall have no obligation to perform any increase in the scope of services.
- B. The Director will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:
[Signature of Director]

- C. The Director may issue more than one Change Order, subject to the following limitations:
 - (1) Council expressly authorizes the Director to approve a Change Order up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount must be approved by the City Council.
 - (2) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (3) The Total of all Change Orders issued under this section may not increase the original Agreement amount by more than 25%.

 - D. Whenever Contractor receives the mutually agreed upon Change Order, Contractor shall review the Change Order. If Contractor determines it is unable to provide the products or services in the Change Order, Contractor shall notify the Director within two (2) business days of receipt of the Change Order. Otherwise, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall use best efforts to complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work and the parties shall reach a mutual agreement on such extension.

 - E. A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the original Agreement, and is subject to the terms and conditions of the original Agreement as if it had originally been a part of the Agreement.

 - F. Subject to the provision of this section, in the event that Contractor identifies a service or product that needs to be changed, Contractor shall notify the Director and the parties shall negotiate in good faith to reach a mutually-acceptable Change Order in accordance with this Section 7.
8. Confidentiality and Data Security.

The City is, will be, and shall remain at all times the owner of all of the City's Information (as defined below). Contractor expressly acknowledges that the City has all right, title, or other ownership interest in the City's Information and Contractor shall not possess or assert any lien or other right against the City's Information. The City is, will be, and shall remain the owner of all City data, including City-specific data created or generated by either party pursuant to this Agreement including but not limited to personal identifying information ("PII") or sensitive personal information ("SPI"). The City may use this City data, including data provided by Contractor, for any purpose. At all times, including during or after the termination or expiration of this Agreement or any license Contractor grants to the City (as applicable), the City retains the right to reveal or extract the City's Information and all City data from any Contractor (or Contractor-controlled) software, storage, and documents, and the right to use the City data and the City's Information for the City's own use, for use with other non-Contractor software, storage, or to load elsewhere. Contractor shall provide a data export tool that returns City Information and City data on demand. Contractor shall not use City Information or City data for any other purposes other than what is expressly specified and permitted in and under this Agreement.

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, materials, processes, and documents including but not limited to PII and SPI (collectively, "Information" or "City's Information") that they receive, or to which they have access, in the strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the City's Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section. The placement of a copyright notice on any City Information will not be construed to mean that such information has been published and will not release Contractor from its obligation of confidentiality hereunder. The terms and conditions of this Confidentiality section shall survive the expiration or termination of this Agreement for any reason.

Upon request by the Director at any time during the Term and upon expiration or termination of this Agreement, Contractor shall retain, migrate, or dispose of the City's Information as directed by the Director. Within five (5) days of Contractor's receipt of the Director's written request to retain, migrate, or dispose of the City's Information, Contractor shall notify the Director in writing of the estimated storage size and types of data to be retained, migrated, or disposed of. Within thirty (30) days of Contractor's receipt of the Director's written request to retain, migrate, or dispose of the City's Information, Contractor shall perform the following to the extent applicable and in accordance with the Director's requirements:

- A. deliver the City's Information (in whole or in part, as directed by the Director) and physical media owned or provided by the City to the Director, in the format and on the media requested by the Director;
- B. destroy the City's Information (in whole or in part, as directed by the Director) and provide a notarized statement of destruction to the Director;
- C. destroy physical media using secure methods (such methods approved by the Director);
- D. remove the City's Information (in whole or in part, as directed by the Director) from the hosted database, storage device, or other repository or storage means; or

- E. retain the City's Information (in whole or in part, as directed by the Director) and migrate the designated information to a mutually agreed upon, secure location, database, or storage device for storage and retention of City Information.

Contractor shall maintain the security of all City Information and City data, including but not limited to all City-specific data, PII and SPI. Contractor shall continuously audit its controls designed to (i) protect the security of City Information or (ii) record and monitor the software, services, and documents. Contractor shall regularly test and audit the systems, controls, and procedures outlined in this section, which tests and audits shall occur at least once per calendar month. Contractor shall implement and maintain reasonable administrative, technical, and physical controls, safeguards, measures, and procedures to (i) protect and safeguard the privacy, security, integrity, and confidentiality of the City's Information and City data, (ii) prevent, detect, contain, and correct security breaches in, involving, or against the City's Information and City data, and (iii) ensure that the City's Information is not accessed, processed, stored, transmitted, transferred, copied, disposed of, archived, or disclosed contrary to the provisions of this Agreement or applicable laws concerning information technology security, network or data security, and privacy laws. At a minimum, Contractor shall develop, implement, and maintain a reasonable written security program that includes appropriate administrative, technical, organizational, and physical safeguards and security measures that (i) maintain user identification and access controls designed to limit access to authorized users; (ii) protect the City's Information from unauthorized activity; (iii) use encryption technology, and (iv) comply with any specifications as requested by the City. Contractor shall be responsible and liable for the acts and omissions of Contractor's personnel, temporary employees, agents, and subcontractors in connection with the provision of the products and services required under this Agreement, as if such acts or omissions were Contractor's acts or omissions. With respect to any of Contractor's personnel, temporary employees, agents, and subcontractors who process, store, transmit, access, dispose of, or have access to the City's Information, City data, or the software in so far as it relates to Contractor's performance of this Agreement, Contractor shall:

- A. Advise these persons of and require that they comply with the provisions of this Agreement applicable to each person, including without limitation, the provisions relating to the privacy, security, integrity, and confidentiality of the City's Information and City data;
- B. Require these persons to execute and deliver to Contractor written agreements that are a direct flow-down of, or substantially similar to (or no less restrictive than) the terms of this Agreement, including without limitation, with respect to privacy, security, integrity, and confidentiality of the City's Information and City data; and
- C. With respect to Contractor's personnel with access to the City's physical property or premises, Contractor shall advise these persons of applicable visitor policies and require that they comply with them and only access authorized areas.
Pursuant to this Agreement, Contractor shall be responsible for any fraudulent or dishonest acts committed by Contractor's employees, agents, subcontractors, directors, or officers.

United States Restriction. Contractor shall ensure that, at all times, all of the City data shall remain in networks, systems, facilities, data centers, gateways, hosting facilities, and cloud facilities physically located solely in the continental United States. At all times, all support calls shall be provided by Contractor from within the boundaries of the continental United States.

SSAE 18 Compliance. Contractor shall maintain an information security program that provides for the security and protection of City's data, user data, applicant data, and any other data

provided to Contractor under or in relation to this Agreement, including, but not limited to, processes and procedures to respond to security incidents. Contractor will operate in conformance with the physical, technical, operational and administrative measures and protocols regarding data security as set forth in its then current Standards for Attestation Engagements (“SSAE”) No. 18 SOC2 Report (or equivalent report), received from its third-party auditors. Contractor will, upon written request, provide City with copies of then-current SSAE No. 18 report issued by its third-party independent auditors in relation to the data security policies and procedures designed to meet the requirements set forth in this Agreement.

Data Breach. If Contractor learns that any person (including Contractor personnel and third parties) has gained unauthorized access to the software, City Information, or any person has gained unauthorized access to Contractor’s network and/or data storage facilities such that any City Information is obtained by an outside party, or the City Information has otherwise been disclosed to unauthorized parties in connection with this Agreement (other than in the proper performance of those services or support therefor), or that unauthorized use of software has taken place (each an “Incident”), then Contractor shall promptly (within 48 hours) (i) notify the City Attorney and Director in writing of the nature and extent of the Incident; (ii) conduct an investigation to determine when and, if possible, how the Incident occurred, and then (iii) reasonably assist the City in investigating and assessing the extent and nature of the Incident; (iv) use all reasonable endeavors to promptly remedy the Incident and prevent the occurrence of any similar Incident; and (v) inform the City upon request as to the current status of such endeavors. Contractor shall be liable for such data breach or unauthorized access, including but not limited to, any related costs or expense and any notification required by law or regulation.

If as a result of Contractor’s negligence, any City data is lost or corrupted, Contractor shall restore the data to the previous day’s uncorrupted state. Loss or corrupted data means data that is inaccessible, and not merely one that contains inaccurate data due to service defects or other reasons.

Contractor shall maintain and implement disaster recovery and avoiding procedures to ensure that the services provided by Contractor are not interrupted during any disaster and the City’s Information and City data is not lost or destroyed during any disaster. For any of the City’s Information or City’s data that is managed, maintained, stored, or hosted by or on behalf of Contractor, Contractor shall execute nightly database or systems backups to a backup server.

Notwithstanding anything contained in this Section 8, in the event Contractor is required or requested to disclose City Information under applicable law, pursuant to a court order, judicial process, subpoena or other act of a governmental body, then the Contractor shall provide reasonable advance notice to the City of such obligation and the City will provide reasonable assistance to prevent such disclosure. The Contractor will only disclose City Information to the extent compelled and any un-disclosed City Information shall continue to be protected under this Agreement.

9. Licenses and Permits. Contractor shall obtain, maintain, and pay for all applicable professional licenses, permits, and certificates required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the Director of any suspension, revocation, or other detrimental action against its licenses.
10. Compliance with Laws. Contractor and City shall comply with all applicable state and federal

laws and regulations and the City Charter and Code of Ordinances.

11. Compliance with Equal Opportunity Ordinance. Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in **Exhibit C**.
12. Drug Abuse Detection and Deterrence.
 - A. It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Contract and is on file in the City Secretary's Office.
 - B. Before the City signs this Contract, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):
 - i. a copy of its drug-free workplace policy;
 - ii. the Drug Policy Compliance Agreement substantially in the form set forth in **Exhibit D**, together with a written designation of all safety impact positions and;
 - iii. if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in **Exhibit E**.
 - C. If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to **Exhibit F**. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.
 - D. Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.
 - E. Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.
13. Pay or Play. The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7, as revised, and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement.
14. Anti-Boycott of Israel. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Agreement not to engage in, the boycott of Israel as defined by Section 808.001 of the Texas Government Code.

15. Term. This Agreement is effective on Countersignature Date, and shall remain in effect for 3 years from the Countersignature Date (“Initial Term”), unless sooner terminated. Upon expiration of the Initial Term, and so long as the City makes sufficient supplemental allocations, this Agreement will automatically be renewed for two successive one-year terms on the same terms and conditions.
16. This Agreement shall survive the expiration or termination of the GSA Contract so long as this Agreement was entered into by the parties during the term of the GSA Contract under the terms and conditions of the GSA Contract.
17. Termination.

- A. Termination for Convenience. The Director may terminate this Agreement at any time for convenience upon thirty (30) days prior written notice to Contractor. The City’s right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future. On receiving the notice, Contractor shall, unless the notice directs otherwise and to the extent practicable, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed or products provided under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED OR PRODUCTS PROVIDED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

- B. Termination for Cause. Either party may terminate this Agreement on written notice if the other party fails to comply with the Agreement after it has been notified in writing of the nature of the failure and been provided with sixty days to cure the failure. In accordance with paragraph 10 (Notices), notice of failure to comply by the City shall be provided to the City of Director or his/her designee. Notice of failure to comply by Contractor shall be provided to the address in Section 26 (Notices).
- C. Bankruptcy. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership or asset assignment, the other party may terminate this Agreement and cancel any unfulfilled obligations.
- D. Survival. Any termination under this section will be without prejudice to the terminating party’s legal rights and remedies, including injunction and other equitable remedies.

18. Release and Indemnification

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S CONCURRENT NEGLIGENCE. CONTRACTOR HEREBY COVENANTS AND AGREES NOT TO SUE THE CITY FOR ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION DIRECTLY OR INDIRECTLY RELATED TO ITS RELEASE UNDER THIS SECTION. FOR THE AVOIDANCE OF DOUBT, THIS COVENANT NOT TO SUE DOES NOT APPLY TO CLAIMS FOR BREACH OF THIS AGREEMENT. CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

A. CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS A THROUGH C "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

B. THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

C. CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES.

CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT. WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY

THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

CONTRACTOR'S INDEMNIFICATION IS LIMITED TO ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE OF WILLFUL MISCONDUCT.

19. Insurance.

- a. Risks and Limits of Liability. Contractor shall maintain the following insurance coverages in the following amounts:

COVERAGE	LIMIT OF LIABILITY
Workers' Compensation	Statutory for Workers' Compensation
Employer's Liability	<ul style="list-style-type: none"> • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 (each employee)
Commercial General Liability: Bodily and Personal Injury; Products and Completed Operations Coverage	Bodily Injury and Property Damage, Combined Limits of \$1,000,000 each Occurrence, and \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit for (1) Any Auto or (2) All Owned, Hired, and Non-Owned Autos
Professional Liability Coverage	\$1,000,000 per claim; \$2,000,000 aggregate
Excess Liability Coverage for Commercial General Liability and Automobile Liability	\$1,000,000.00
Aggregate Limits are per 12-month policy period unless otherwise indicated.	

- b. Insurance Coverage. At all times during the term of this Agreement and any extensions or renewals, Contractor shall provide and maintain insurance coverage that meets the Contract requirements. Prior to beginning performance under the Agreement, at any time upon the Director's request, or each time coverage is renewed or updated, Contractor shall furnish to the Director current certificates of insurance and endorsements evidencing adequate coverage, as necessary. Contractor shall be responsible for and pay (a) all premiums and (b) any claims or losses to the extent of any deductible amounts. Contractor waives any claim it may have for premiums or deductibles against the City, its officers, agents, or employees. Contractor shall also require all subcontractors or consultants whose subcontracts exceed \$100,000 to provide proof of insurance coverage meeting all requirements stated above except amount. The amount must be commensurate with the amount of the subcontract, but no less than \$500,000 per claim.
- c. Form of insurance. The certificates of insurance and insurance coverages shall be approved

by the Director and the City Attorney; such approval (or lack thereof) shall never (a) excuse non-compliance with the terms of this Section, or (b) waive or estop the City from asserting its rights to terminate this Agreement. The policy issuer shall (1) have a Certificate of Authority to transact insurance business in Texas, or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+, and a Best's Financial Size Category of Class VI or better, according to the most current Best's Key Rating Guide.

- d. Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies, except Professional Liability and Worker's Compensation, shall explicitly name the City as an Additional Insured to the extent of liabilities assumed by Contractor under this Agreement. The City shall enjoy the same coverage as the Named Insured without regard to other Agreement provisions. Contractor waives any claim or right of subrogation to recover against the City, its officers, agents, or employees, and each of Contractor's insurance policies except professional liability must contain coverage waiving such claim to the extent of liabilities assumed by Contractor under this Agreement. Each policy, except Workers' Compensation and Professional Liability, must also contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement. If professional liability coverage is written on a "claims made" basis, Contractor shall also provide proof of renewal each year for two years after substantial completion of the Project, or in the alternative: evidence of extended reporting period coverage for a period of two years after substantial completion, or a project liability policy for the project covered by this Contract with a duration of two years after substantial completion.
- e. Notice. **CONTRACTOR SHALL GIVE 30 DAYS' ADVANCE WRITTEN NOTICE TO THE DIRECTOR IF ANY OF ITS INSURANCE POLICIES ARE CANCELED OR NON-RENEWED.** Within the 30-day period, Contractor shall provide other suitable policies in order to maintain the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default.
20. Independent Contractor. Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

21. Force Majeure.

- A. Timely performance by both parties is essential to this Contract. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult,

expensive or impractical. Force Majeure does not entitle Contractor to extra reimbursable expenses or payment. However, in the event of a Force Majeure, the parties may negotiate a mutually acceptable Change Order pursuant to Section 7 of this Agreement.

- B. This relief is not applicable unless the affected party does the following: (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and (b) provides the other party with prompt written notice of the cause and its anticipated effect.
- C. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days.
- D. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Contract by the City.

If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Contract by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Contract. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE**

- 22. Severability. If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.
- 23. Entire Agreement. This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.
- 24. Written Amendment. Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.
- 25. Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to the Agreement shall lie exclusively in Harris County, Texas.
- 26. Notices. All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Article I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

TO CITY	TO CONTRACTOR
City of Houston Attn: Tom McCasland, Director Housing and Community Development Department 2100 Travis St. Houston, Texas 77002	Wood Environment & Infrastructure Solutions, Inc. 17325 Park Row Houston, Texas 77084 T: 512-413-8368

27. Captions. Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

28. Non-Waiver.

- A. If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.
- B. An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.
- C. An approval by any employee or agent of the Contractor of any part of City's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law.

29. Inspections and Audits.

- A. Upon reasonable written notice, not less than twenty-four (24) hours, City representatives have the right to perform or have performed audits and inspections.
- B. City, State and Federal Government authorized representatives may perform, or have performed, (i) audits of Contractor's books and records, and (ii) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for (1) the time period required by 2 C.F.R. § 200.333 (retention requirements for records) in the event the City receives federal funds for all or a portion of this Agreement, or (ii) seven (7) years after the Agreement terminates, whichever is longer. If the books and records are located outside of Harris County, Texas, Contractor agrees to make them available in Harris County, Texas. This provision does not affect the applicable statute of limitations.
- C. Contractor shall provide the Director, the Texas Department of Emergency Management, the HUD Administrator, the Comptroller General of the United States, Inspectors General, the GLO, the Texas State Auditor's Office or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making copies, audits, examinations, excerpts, and transcriptions. Contractor shall permit any of the foregoing parties to reproduce by any means

whatsoever or to copy excerpts and transcriptions as reasonably needed.

- D. Contractor shall provide the Director, the HUD Administrator or his authorized representatives, the GLO, the Texas State Auditor's Office or any other authorized representatives of these individuals or the State of Texas or Federal Government, as defined in Section 6.10.1, access to work sites pertaining to the work being completed.
30. Enforcement. The City Attorney may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the Director requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or state law or regulation.
31. Ambiguities. If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.
32. Survival. Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.
33. Publicity. Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.
34. Parties in Interest. This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.
35. Successors and Assigns. This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.
36. Business Structure and Assignments. Neither party shall assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the prior written consent of the other, which shall not be unreasonably withheld. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.
37. Remedies Cumulative. Unless otherwise specified elsewhere in this Contract, the rights and remedies contained in this Contract are not exclusive but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Contract except in accordance with its provisions.
38. Zero Tolerance Policy for Human Trafficking and Related Activities. The requirements and terms of the City of Houston's Zero Tolerance Policy for Human Trafficking and Related Activities, as set forth in Executive Order 1-56, as revised from time to time, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order 1-56, as revised, and shall comply with its terms and conditions as they are set out at the time of this Agreement's Effective Date. Contractor shall notify the City's Chief Procurement Officer, City Attorney, and

the Director of any information regarding possible violation by the Contractor or its subcontractors providing services or goods under this Agreement within 7 days of Contractor becoming aware of or having a reasonable belief that such violations may have occurred, have occurred, or are reasonably likely to occur.

39. **CONTRACTOR DEBT.** IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, THE CITY CONTROLLER SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS CONTRACT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

40. Minority, Women, and Small Business Enterprises ("MWSBE").

- A. In its performance under this Agreement, Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 24% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunities ("OBO") and will comply with them.
- B. Contractor shall adhere to and comply with 2 C.F.R. §200.321 if subcontracts are to be let under this Agreement. The Contractor, if subcontracts are to be let, is required to take the following affirmative steps to ensure that small business firms, minority business firms, women's business enterprises, and labor surplus area firms are used when possible pursuant to 2 C.F.R. Section §200.321. Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- C. Contractor must clearly document the communication and outreach to the certified business. Documentation may include mail logs, phone logs, or similar records documenting the use of the above identified sources of information about MWSBE firms, the efforts to contact them, and other efforts to meet the above requirements.

41. Federal Requirements. The parties acknowledge that City may seek reimbursement from the U.S. Department of Housing and Urban Development (“HUD”) for costs incurred under this Agreement. The Contractor shall comply with all Community Development Block Grant (“CDBG”) including CDBG-Disaster Recovery outlined in **Exhibit G** (and including Exhibits G-1, G-2, and G-3) and made a part hereof. Notwithstanding the previous sentence, the parties acknowledge that the federal government is not a party to this Agreement and is therefore not obligated to perform any actions under this Agreement. Contractor shall comply with and shall perform services in compliance with all Texas General Land Office (“GLO”)/HUD requirements outlined in this Agreement and otherwise applicable to the Services performed, any subsequent audit by the GLO, HUD, or any other reviewing agency, and reimbursement, if any, from the GLO, HUD, or any other federal agency for the costs incurred under this Agreement.

42. Flow-Through Provisions. The City is a party to that certain subrecipient agreement between the City and the GLO designated GLO Contract No. 19-147-001-B489 the (“Harvey Contract”) that contains the provisions set out in **Exhibit H** to this Agreement. Contractor shall comply with the applicable terms set out in Exhibit H as if it were the City, except to the extent this Agreement specifically addresses a topic also covered in Exhibit H, in which case the terms of this Agreement shall apply. In the event Contractor believes a term or condition of the GLO Harvey Contract is inapplicable, Contractor must seek clarification from the Director. The Director, in his sole but reasonable discretion, shall determine which terms are applicable to this Agreement, any Task Order, and the Services provided thereunder. If the Parties fail to reach an agreement, the Contractor may submit a dispute in accordance with Section 6.19 of this Agreement. Contractor may utilize the Section 6.19 dispute resolution process under this Section regardless of whether the dispute involves a question of law.

43. Waiver of Consequential Damages. **EXCEPT FOR LIABILITIES ASSUMED UNDER THIS AGREEMENT CONTRACTOR AND CITY EACH HEREBY WAIVE ANY RIGHT TO RECOVER FROM THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OF PRODUCT OR PRODUCTION, OR LOSS OF BUSINESS OPPORTUNITY) INCURRED BY EITHER CONTRACTOR OR CITY OR FOR WHICH EITHER PARTY MAY BE LIABLE TO ANY THIRD PARTY, WHICH DAMAGES HAVE BEEN OR ARE OCCASIONED BY SERVICES PERFORMED OR REPORTS PREPARED OR OTHER WORK PERFORMED HEREUNDER. THIS WAIVER OF CONSEQUENTIAL DAMAGES NOTWITHSTANDING, NOTHING HEREIN THIS AGREEMENT SHALL PREVENT THE CITY FROM SEEKING COVER FOR SUBSTITUTE SERVICES.**

44. Site Access: City shall at its cost and at such times as may be required by Contractor for the successful and timely completion of any inspection listed in Exhibit B obtain unimpeded and timely Right of Entry to any residential housing unit listed in an NTP. Except for Contractor’s compensation for a “Hindered Inspection” authorized under Part I, Section 3.0 of **Exhibit B**, neither party shall be liable to the other if, after the City obtains a Right of Entry, an individual homeowner does not appear for an inspection refuses access to the property to be inspected.

45. Additional Requirements and Exhibits. The following exhibits are incorporated into this Agreement and Contractor shall comply with such terms and conditions as set forth therein.

Exhibit A – GSA Contract

- Exhibit B – Scope of Services, Rates, Performance Metrics, and Liquidated Damages**
- Exhibit C – Equal Employment Opportunity Ordinance**
- Exhibit D – Drug Policy Compliance Agreement**
- Exhibit E – Certification of no Safety Impact Positions**
- Exhibit F – Drug Policy Compliance Declaration**
- Exhibit G – CDBG-DR Requirements**
- Exhibit H – GLO Contract/Flow-Through Provisions**

[Remainder of Page Intentionally Left Blank]

The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. The Parties hereby agree that each Party may sign and deliver this Agreement electronically or by electronic means and that an electronic transmittal of a signature, including but not limited to, a scanned signature page, will be as good, binding, and effective as an original signature.

Wood Environment & Infrastructure Solutions, Inc.

DocuSigned by:
By: Tyler Jones
Name: Tyler Jones
Title: vice President, west Central Region
Tax Id. No. 91-1641772

ATTEST/SEAL:

[Signature]
City Secretary **Assistant**

CITY OF HOUSTON, TEXAS
Signed by: [Signature]
Armanda Washington
Mayor 92319

APPROVED:

Director,

COUNTERSIGNED BY:
[Signature]
Sharon Nells
City Controller

APPROVED

DocuSigned by:
Jerry Adams
City Procurement Officer

DATE COUNTERSIGNED:

9-24-19

APPROVED AS TO FORM:

DocuSigned by:
Anthony Vargas
Senior Assistant City Attorney/Section Chief
L.D. File No. 0291900437001

APPROVED DocuSigned by:
Tom McLasland
Director,
Housing and Community Development

EXHIBIT A

GSA Contract

Exhibit begins on next page

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF			
2. CONTRACT NO. GS00F314CA		3. AWARD/EFFECTIVE DATE 16 Sep 2015		4. ORDER NUMBER		5. SOLICITATION NUMBER FC000CORP0000C -- REFRESH #21		6. SOLICITATION ISSUE DATE 06 May 2015	
7. FOR SOLICITATION INFORMATION CALL:			a. NAME GSA, MANAGEMENT SERVICES CTR			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY GSA, MANAGEMENT SERVICES CTR 400 15TH ST, SW RM 2757 (AQSA) AUBURN, WA, 98001			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		12. DISCOUNT TERMS	
15. DELIVER TO ORDERING AGENCY			16. ADMINISTERED BY SEE BLOCK 9			13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE 751 ARBOR WAY, STE 180 BLUE BELL, PA, 194221972 DUNS Number :038086125 TELEPHONE NO.			18a. PAYMENT WILL BE MADE BY ORDERING AGENCY			17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
		Consolidated Solicitation							
							<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>N/A</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR Quang D Vu AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. on 09/18/2015					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Geri L. Smith GSA/FSS on 09/18/2015				
30b. NAME AND TITLE OF SIGNER (Type or print) See Above			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) See Above			31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>LINES AWARDED</p> <p>C899 8 C899 7 C871 5 C899 1 C874 1 C899 3 C871 7 C871 2 C871 6 C871 4 C871 3 C871 1</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
	42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

List Of Contract Documents

File Label: Contract Summary

File Name: ContractSummary.pdf Created : 9/8/2015 11:15:48 AM

File Label: SubK

File Name: AMEC FW PSS SB Plan 8.7.15 Signed JTM.pdf Created : 9/8/2015 11:15:48 AM

File Label: Updated-Continuation Sheet

File Name: ContinuationSheetMigration.docx Created : 9/14/2015 3:21:15 PM

File Label: PPL

File Name: 10. Price Proposal List_2 Sep 2015.xlsx Created : 9/8/2015 10:59:42 AM

File Label: Sample Price List

File Name: SamplePriceList.doc Created : 9/8/2015 10:58:58 AM

File Label: Updated-New Award Letter

File Name: NewAwardLetter AMEC Foster Wheeler.docx Created : 9/14/2015 3:22:01 PM

File Label: Offer.pdf

File Name: Offer.pdf Created : 6/30/2015 5:17:13 PM



**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: 00CORP – The Professional Services Schedule
Federal Supply Group: CORP

CONTRACT NUMBER: GS-00F-314CA

SUPPLEMENT NO.: 1 (effective March 28, 2019)

CONTRACT PERIOD: September 18, 2015 – September 17, 2020 (Base Period – exercised)

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov

CONTRACTOR ADDRESS: **Wood Environment & Infrastructure Solutions, Inc.**
751 Arbor Way, Suite 180
Blue Bell, PA 19422
www.woodplc.com

CONTRACT MANAGER: **Cuong Vu**
Address: Wood Environment & Infrastructure Solutions, Inc.
751 Arbor Way, Suite 180
Blue Bell, PA 19422
Telephone: (610) 828-8100
Direct: (610) 877-6021
Fax: (610) 828-6700
Email: cuong.vu@woodplc.com

CONTRACT ADMINISTRATOR: **Jessica Marzano**
Address: Wood Environment & Infrastructure Solutions, Inc.
751 Arbor Way, Suite 180
Blue Bell, PA 19422
Telephone: (610) 828-8100
Direct: (610) 877-6109
Fax: (610) 828-6700
Email: jessica.marzano@woodplc.com

PROGRAM MANAGER: **Peter Baker**
Address: Wood Environment & Infrastructure Solutions, Inc.
511 Congress Street, Suite 200
Portland, ME 04101
Telephone: (207) 775-5401
Direct: (207) 828-3692
Fax: (207) 772-4762

Email: peter.baker@woodplc.com

BUSINESS SIZE: Other than Small
In accordance with 13 C.F.R. 121.404, the Contractor is ineligible for award in any RFQ that is set aside for small business where the subject contract's awarded size status for the preponderance NAICS designated in the RFQ is "other than small".

CAGE CODE: 1U1W9

FEDERAL TAX ID: 91-1641772

ABOUT WOOD:

Wood (www.woodplc.com) is a global leader in the delivery of project, engineering and technical services in energy, industry, and the built environment. Wood operates in more than 60 countries, employing around 60,000 people, with revenues of around \$11 billion. Wood provides performance-driven solutions throughout the asset life cycle, from concept to decommissioning across a broad range of industrial markets, including the upstream, midstream and downstream oil & gas; power & process; environment and infrastructure; clean energy; mining; nuclear and general industrial sectors.

CUSTOMER INFORMATION:

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):**

SIN	Recovery	SIN Description
871-1	871-1RC	Strategic Planning for Technology Programs/Activities
871-2	871-2RC	Concept Development and Requirements Analysis
871-3	871-3RC	System Design, Engineering and Integration
871-4	871-4RC	Test and Evaluation
871-5	871-5RC	Integrated Logistics Support
871-6	871-6RC	Acquisition and Life Cycle Management
871-7	871-7RC	Construction Management
874-1	874-1RC	Integrated Consulting Services
899-1	899-1RC	Environmental Consulting Services
899-3	899-3RC	Environmental Training Services
899-7	899-7RC	Geographic Information Systems (GIS) Services
899-8	899-8RC	Remediation and Reclamation Services

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** N/A

1c. **LABOR CATEGORY TITLES AND RATES:** For labor category titles, descriptions, and rates please see Pages 10 – 38.

2. **MAXIMUM ORDER*:** \$1,000,000

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the Contract Administrator for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. **MINIMUM ORDER:** \$100

4. **GEOGRAPHIC COVERAGE:** Domestic and Overseas
5. **POINT(S) OF PRODUCTION:** Same as Contractor's address
6. **DISCOUNT FROM LIST PRICES:** Prices Shown Herein are Net (discount deducted)
7. **QUANTITY DISCOUNT(S):** None
8. **PROMPT PAYMENT TERMS:** Within 30 days of receipt and acceptance of a proper invoice. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9a. **Government Purchase Cards are accepted at or below the micro-purchase threshold.** Yes
- 9b. **Government Purchase Cards are accepted above the micro-purchase threshold.**
The contractor accepts government purchase cards above the micro-purchase threshold
10. **FOREIGN ITEMS:** None
- 11a. **TIME OF DELIVERY:** Per SOW
- 11b. **EXPEDITED DELIVERY:** Contact Contract Administrator
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contract Administrator
- 11d. **URGENT REQUIREMENTS:** Contact Contract Administrator
12. **F.O.B. POINT:** Destination
- 13a. **ORDERING ADDRESS:** Same as Contractor's address
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are be found in Federal Acquisition Regulation (FAR) 8.405-3.
14. **PAYMENT ADDRESS:**

Wood Environment & Infrastructure Solutions, Inc.
P.O. Box 74008618
Chicago, IL 60674-8618
15. **WARRANTY PROVISION:** N/A
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Contact Contract Administrator
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**
N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 20a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

- 20b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** N/A
- 25. **DUNS NUMBER:** 038086125
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Registration valid until current expiration

LIST OF AWARDED SPECIAL ITEM NUMBERS (SINS)

SIN 871-1 STRATEGIC PLANNING FOR TECHNOLOGY PROGRAMS/ACTIVITIES:

Services required under this SIN involve the definition and interpretation of high-level organizational engineering performance requirements such as projects, systems, missions, etc., and the objectives and approaches to their achievement. Typical associated tasks include, but are not limited to an analysis of mission, program goals and objectives, program evaluations, analysis of program effectiveness, requirements analysis, organizational performance assessment, special studies and analysis, training, and consulting. Example: The evaluation and preliminary definition of new and/or improved performance goals for navigation satellites such as launch procedures and costs, multi-user capability, useful service life, accuracy and resistance to natural and man-made electronic interference. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

SIN 871-2 CONCEPT DEVELOPMENT AND REQUIREMENTS ANALYSIS:

Services required under this SIN involve abstract or concept studies and analysis, requirements definition, preliminary planning, the evaluation of alternative technical approaches and associated costs for the development of enhancement of high-level general performance specifications of a system, project, mission or activity. Typical associated tasks include, but are not limited to requirements analysis, cost/cost performance trade-off analysis, feasibility analysis, developing and completing fire safety evaluation worksheets as they relate to professional engineering services, regulatory compliance support, technology/system conceptual designs, training, and consulting. Example: The development and analysis of the total mission profile and life cycle of the improved satellite including examination of performance and cost tradeoffs. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

SIN 871-3 SYSTEM DESIGN, ENGINEERING AND INTEGRATION:

Services required under this SIN involve the translation of a system (or subsystem, program, project, activity) concept into a preliminary and detailed design (engineering plans and specifications), performing risk identification/analysis, mitigation, traceability, and then integrating the various components to produce a working prototype or model of the system. Typical associated tasks include, but are not limited to computer-aided design, e.g. CADD, design studies and analysis, design review services, shop drawing review services, submittal review services, conducting fire protection facility surveys, developing risk reduction strategies and recommendations to mitigate identified risk conditions, fire modeling, performance-based design reviews, high level detailed specification and scope preparation, configuration, management and document control, fabrication, assembly and simulation, modeling, training, and consulting. Example: The navigation satellite concept produced in the preceding stage will be converted to a detailed engineering design package, performance will be computer simulated and a working model will be built for testing and design verification. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

SIN 871-4 TEST AND EVALUATION:

Services required under this SIN involve the application of various techniques demonstrating that a system (subsystem, program, project or activity) performs in accordance with the objectives outlined in the original design. Typical associated tasks include, but are not limited to testing of a prototype, and first article(s) testing, environmental testing, performing inspections and witnessing acceptance testing of fire protection and life safety systems as they relate to professional engineering services, independent verification and validation, reverse engineering, simulation and modeling (to test the feasibility of a concept), system, quality assurance, physical testing of the product system, training, and

consulting. Example: The navigation satellite-working model will be subjected to a series of tests, which may simulate and ultimately duplicate its operational environment. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

SIN 871-5 INTEGRATED LOGISTICS SUPPORT:

Services required under this SIN involves the analysis, planning and detailed design of all engineering specific logistics support including material goods, personnel, and operational maintenance and repair of systems throughout their lifecycles, excluding those systems associated with real property. Typical associated tasks include, but are not limited to ergonomic/human performance analysis, feasibility analysis, logistics planning, requirements determination, policy standards/procedures development, conducting research studies, long-term reliability and maintainability, training, and consulting. Example: The full range of life cycle logistics support for the navigation satellite will be identified and designed in this stage including training, operation and maintenance requirements, and replacement procedures. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

SIN 871-6 ACQUISITION AND LIFE CYCLE MANAGEMENT:

Services required under this SIN involve all of the planning, budgetary, contract and systems/program management functions required to procure and or/produce, render operational and provide life cycle support (maintenance, repair, supplies, engineering specific logistics) to (technology based) systems, activities, subsystems, projects, etc. Typical associated tasks include, but are not limited to operation and maintenance, evaluation of inspection, testing, and maintenance program for fire protection and life safety systems, program/project management, technology transfer/insertion, training and consulting. Example: During this stage the actual manufacturing, launch, and performance monitoring of the navigation satellite will be assisted through project management, configuration management, reliability analysis, engineering retrofit improvements and similar functions. PES does not include architect-engineer services as defined in the Brooks Act and FAR Part 2. PES does not include design or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

SIN 871-7 CONSTRUCTION MANAGEMENT AND ENGINEERING CONSULTING SERVICES RELATED TO REAL PROPERTY:

Services provided under this SIN include construction management, engineering consulting, project management, and related professional services specifically pertaining to real property. The construction management approach utilizes one or more firms with construction, design, and management expertise to expand the customer agency's capabilities, so that the agency can successfully accomplish its program or project. The contractor performing construction management services assumes the position of professional adviser to the customer agency. Customer agencies may utilize the construction manager as the principal agent to advise or manage the process over the project regardless of the project delivery method used. Construction management services include, but are not limited to, design phase support, procurement support, commissioning services, testing services, construction claims support, and post-construction engineering services. The contractor performing engineering consulting services functions as an advisor to the government to assist with executing engineering tasks associated with real property. Engineering consulting services relating to real property include, but are not limited to, mechanical engineering, electrical engineering, fire protection engineering, forensic engineering, structural engineering, or any other specialized engineering consulting services that are utilized in regards to real property. Authorized engineering consulting tasks include design reviews, shop drawing reviews, submittal reviews, inspection and testing services, witnessing acceptance tests of equipment and systems, commissioning, modeling and analysis, loss investigation, facility surveys, safety evaluations, research studies, risk mitigation strategy development or reviews, and other related technical consulting services. The contractor performing engineering consulting services shall not perform the construction of real property, nor be a named party under the construction contract. The

contractor performing construction management and engineering consulting services shall not perform the construction of real property, nor be a named party under the construction contract. Project management services relating to a construction management or engineering consulting effort are authorized.

NOTE 1: This Schedule does not include Architect-Engineer services as defined in the Brooks Act, and do not include certification of designs or construction services as defined in the Federal Acquisition Regulation Part 36 and Part 2.

NOTE 2: This Schedule does not include Davis-Bacon Act work as described in Federal Acquisition Regulation Subpart 22.4.

NOTE 3: Some of the terminology used, such as professional engineer and design review, have multiple meanings in the engineering services profession. Under no circumstances should those terms be interpreted to include performance of Brooks Act services Section 1102 of 40 U.S.C. Chapter 11.

NOTE 4: Please review the Construction Management and Engineering Consulting Services TFTP-MC-990871-B Refresh: 20 Part I - GOODS & SERVICES Page: 8 of 81 Relating to Real Property Guide available at www.gsa.gov/pes to obtain further information regarding the scope of services included under this SIN.

SIN 874-1 INTEGRATED CONSULTING SERVICES:

Contractors shall provide expert advice and assistance in support of an agency's mission-oriented business functions. Services covered by this SIN include:

- Management or strategy consulting, including research, evaluations, studies, analyses, scenarios/simulations, reports, business policy and regulation development assistance, strategy formulation, and expert witness services
- Facilitation and related decision support services
- Survey services, using a variety of methodologies, including survey planning, design, and development; survey administration; data validation and analysis; reporting, and stakeholder briefings
- Advisory and assistance services in accordance with FAR 37.203

NOTE: Consulting services where the preponderance of work is specifically covered under other GSA Schedules are not permitted under this SIN; please refer to the Scope of Work in Part I of the MOBIS solicitation for further information.

SIN 899-1 ENVIRONMENTAL CONSULTING SERVICES:

The services include, but are not limited to: Planning and Documentation Services for the development, planning, facilitation, coordination, and documentation of and/or for environmental initiatives (or mandates such as Executive Order 13423) in areas of chemical, radiological, and/or hazardous materials; ISO 14001 Environmental Management System (EMS) and sustainable performance measure development; Environmental Assessment (EA) and Environmental Impact Statement (EIS) preparation under the National Environmental Policy Act (NEPA); Endangered species, wetland, watershed, and other natural resource management plans; Archeological and/or cultural resource management plans; Environmental program and project management; Environmental regulation development; Economic, technical and/or risk analysis; other environmentally related studies and/or consultations; Homeland Security solutions that include Biochemical protection; Crime prevention through environmental design surveys (CPTED); Economical, technical and/or risk analysis; Identification and mitigation of threats inclusive of protective measures to mitigate the threats; and Vulnerability assessments. Compliance Services such as review, audit, and implementation / management of EMS and other compliance and contingency plans and performance measures; Permitting; Spill prevention/control and countermeasure plans; Pollution prevention surveys; and

Community Right to-Know Act reporting. Advisory Services for ongoing advice and assistance with data and information in support of agency environmental programs involving areas such as Hazardous material spills; Material safety data sheets (MSDS), Biological/medical data sheets; Information hotlines; Poison control hotlines; Environmental regulations and environmental policy/procedure updates; Management, furnishing, or inventory of MSDS. Waste Management Consulting Services to provide guidance in support of waste-related data collection, feasibility studies and risk analyses; Resource Conservation and Recovery Act/Comprehensive Environmental Response Compensation and Liability Act (RCRA/CERCLA) site investigations; Hazardous and/or non-hazardous exposure assessments; Waste characterization and source reduction studies; Review and recommendation of waste tracking or handling systems; Waste management plans and/or surveys; Waste minimization/pollution prevention initiatives; and Review of technologies and processes impacting waste management.

Note: Services involving only the consulting portion of environmental remediation efforts are included under this SIN. Any actual remediation efforts are performed under SIN 899-8.

SIN 899-3 ENVIRONMENTAL TRAINING SERVICES:

This SIN is designed to aid agencies in training personnel in a variety of environmentally related subjects in order to meet Federal mandates and Executive Orders. Environmentally related training can be conducted on- or off-site using standard off-the-shelf, customized, or computer/web-based interactive courses. Examples of environmental training courses include: Air/blood borne pathogens; Asbestos awareness; Environmental management planning and operations and maintenance (O&M) planning; Asbestos Hazard Emergency Response Act (AHERA); Compliance with environmental laws/regulations; Comprehensive Environmental Response Compensation and Liability Act (CERCLA); Confined space training; Electronics management; Emergency response plans; Environmental audits, awareness, compliance, and management; Fire preparedness training; First responder; Hazardous materials and waste (HAZMAT) training to include compliance, operation, packaging, handling, generators, and incident response; Hazardous waste operations and emergency response (HAZWOPER) training inclusive of transportation, storage and disposal; ISO 14001 Environmental Management Systems (EMS); Lead training to include awareness, inspecting, assessing, rehabilitation, and renovation; Mold (abatement, assessment); National Environmental Policy Act (NEPA); Natural habitat preservation; Occupational Safety and Health Administration (OSHA); Pollution prevention; Public fire safety education; Resource Conservation and Recovery Act (RCRA); Sustainable environmental practices; Water conservation; and Wetlands regulation and permitting.

SIN 899-7 GEOGRAPHIC INFORMATION SYSTEMS (GIS) SERVICES:

Provides GIS services in support of environmental programs. Services include, but are not limited to: Creation/enforcement of environmental legislation; Cultural resource GIS (CRGIS); Environmental cost assessment; Environmental impact analyses; Environmental regulatory compliance; Groundwater monitoring; Growth forecast modeling; Habitat conservation plans; Habitat modeling; Image analysis support for emergency response; Mapping, Cartography and Mashups (e.g., combining data from more than one source into a single integrated tool); Migration pattern analysis; Natural resource planning; Remote sensing for environmental studies; Terrestrial, marine, and/or atmospheric measuring/management; Vegetation mapping; and Watershed characterization for mitigation planning.

Note: The services offered under this SIN shall NOT include construction and architect-engineering services as set forth in FAR Part 36, including surveying and mapping services as defined under the Brooks Act of 1972 (Public Law 92-582, 40 U.S. 1102 et seq.).

SIN 899-8 REMEDIATION AND RECLAMATION SERVICES:

Remediation services include, but are not limited to: Excavation, removal and disposal of hazardous

waste; Site preparation, characterization, field investigation, conservation and closures; Wetland restoration; Emergency response clean up (ERC); Underground storage tank/above-ground storage tank (UST/AST) removal; Air monitoring; Soil vapor extraction; Stabilization/solidification, bio-venting, carbon absorption, reactive walls, containment, monitoring and/or reduction of hazardous waste sites, as well as unexploded ordnance removal; Remediation-related laboratory testing (e.g., biological, chemical, physical, pollution and soil testing). Reclamation services include, but are not limited to: Land (e.g., creating new land from sea or riverbeds and/or restoring areas to a more natural state, such as after pollution, desertification, or salination have made it unusable); and Water and refrigerant reclamation.

Note: Services offered under this SIN shall NOT include any remediation/transportation/disposal of radioactive waste, asbestos removal and/or paint removal, construction and architect-engineer services as set forth in FAR Part 36 (including construction, alteration or repair of buildings, structures, or other real property). Disposal services performed under SIN must be ancillary to remediation services performed.

DESCRIPTION OF LABOR CATEGORY TITLES AND RATES

SIN	Labor Category	Rates				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Chief Engineer/Scientist	\$168.00				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Senior Principal/Senior Project Manager	\$150.26				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Principal/Project Manager	\$127.03				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Senior Engineer	\$97.43				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Project Engineer	\$80.63				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Staff Engineer II	\$69.88				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Staff Engineer I	\$69.30				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Senior Technician II	\$63.50				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Senior Technician I	\$56.70				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Technician II	\$50.40				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Technician I	\$44.20				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	CADD/Draftsperson II	\$80.03				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	CADD/Draftsperson II	\$34.17				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Technical Writer/Document Processor	\$63.50				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Project/Subcontract Administrator	\$64.62				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Administrative Assistant II	\$49.14				
871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7	Administrative Assistant I	\$34.30				
SIN(s)	Labor Categories	Year 1	Year 2	Year 3	Year 4	Year 5
874-1	Executive Mgmt Consultant	\$212.91	\$217.38	\$221.95	\$226.61	\$231.37
874-1	Principal Management Consultant 1	\$179.51	\$183.28	\$187.13	\$191.06	\$195.07
874-1	Principal Management Consultant 2	\$161.58	\$164.97	\$168.44	\$171.97	\$175.59
874-1	Principal Management Consultant 3	\$154.80	\$158.05	\$161.37	\$164.76	\$168.22
874-1	Senior Management Consultant 1	\$145.42	\$148.47	\$151.59	\$154.78	\$158.03
874-1	Senior Management Consultant 2	\$136.04	\$138.90	\$141.81	\$144.79	\$147.83
874-1	Senior Management Consultant 3	\$119.89	\$122.41	\$124.98	\$127.60	\$130.28
874-1	Management Consultant 1	\$102.20	\$104.35	\$106.54	\$108.77	\$111.06
874-1	Management Consultant 2	\$82.87	\$84.61	\$86.39	\$88.20	\$90.05
874-1	Associate Management Consultant 1	\$84.18	\$85.95	\$87.75	\$89.60	\$91.48
874-1	Associate Management Consultant 2	\$55.91	\$57.08	\$58.28	\$59.51	\$60.76

874-1	Associate Management Consultant 3	\$49.38	\$50.42	\$51.48	\$52.56	\$53.66
874-1	Administrative Support 1	\$59.14	\$60.38	\$61.65	\$62.94	\$64.27
874-1	Administrative Support 2	\$54.35	\$55.49	\$56.66	\$57.85	\$59.06
874-1	Administrative Support 3	\$48.88	\$49.91	\$50.95	\$52.02	\$53.12
874-1	Clerical Support	\$34.42	\$35.14	\$35.88	\$36.63	\$37.40
899-1 899-3 899-7 899-8	Technician Aide	\$43.00	\$43.90	\$44.82	\$45.77	\$46.73
899-1 899-3 899-7 899-8	Technician 1	\$46.48	\$47.46	\$48.45	\$49.47	\$50.51
899-1 899-3 899-7 899-8	Technician 2	\$54.45	\$55.59	\$56.76	\$57.95	\$59.17
899-1 899-3 899-7 899-8	Technician 3	\$60.81	\$62.09	\$63.39	\$64.72	\$66.08
899-1 899-3 899-7 899-8	Technician 4	\$68.92	\$70.37	\$71.85	\$73.35	\$74.89
899-1 899-3 899-7 899-8	General Clerk/Receptionist	\$46.35	\$47.32	\$48.32	\$49.33	\$50.37
899-1 899-3 899-7 899-8	Administrative Assistant 1	\$54.18	\$55.32	\$56.48	\$57.67	\$58.88
899-1 899-3 899-7 899-8	Administrative Assistant 2	\$62.24	\$63.55	\$64.88	\$66.24	\$67.64
899-1 899-3 899-7 899-8	Administrative Coordinator	\$75.37	\$76.95	\$78.57	\$80.22	\$81.90
899-1 899-3 899-7 899-8	Word Processor 1	\$62.51	\$63.82	\$65.16	\$66.53	\$67.93
899-1 899-3 899-7 899-8	Word Processor 2	\$65.90	\$67.28	\$68.70	\$70.14	\$71.61
899-1 899-3 899-7 899-8	Project Administrator 1	\$62.65	\$63.97	\$65.31	\$66.68	\$68.08

899-1 899-3 899-7 899-8	Project Administrator 2	\$66.72	\$68.12	\$69.55	\$71.01	\$72.50
899-1 899-3 899-7 899-8	Scientist Specialist 1	\$61.43	\$62.72	\$64.04	\$65.38	\$66.75
899-1 899-3 899-7 899-8	Scientist Specialist 2	\$72.42	\$73.94	\$75.49	\$77.08	\$78.70
899-1 899-3 899-7 899-8	Scientist Specialist 3	\$84.33	\$86.10	\$87.91	\$89.76	\$91.64
899-1 899-3 899-7 899-8	Scientist Specialist 4	\$98.27	\$100.33	\$102.44	\$104.59	\$106.79
899-1 899-3 899-7 899-8	Scientist Specialist 5	\$114.51	\$116.91	\$119.37	\$121.88	\$124.44
899-1 899-3 899-7 899-8	Scientist Specialist 6	\$150.73	\$153.90	\$157.13	\$160.43	\$163.80
899-1 899-3 899-7 899-8	Engineer 1	\$72.42	\$73.94	\$75.49	\$77.08	\$78.70
899-1 899-3 899-7 899-8	Engineer 2	\$84.33	\$86.10	\$87.91	\$89.76	\$91.64
899-1 899-3 899-7 899-8	Engineer 3	\$98.27	\$100.33	\$102.44	\$104.59	\$106.79
899-1 899-3 899-7 899-8	Engineer 4	\$114.33	\$116.73	\$119.18	\$121.69	\$124.24
899-1 899-3 899-7 899-8	Engineer 5	\$150.41	\$153.57	\$156.79	\$160.09	\$163.45
899-1 899-3 899-7 899-8	Technical Specialist 1	\$169.06	\$172.61	\$176.24	\$179.94	\$183.71
899-1 899-3 899-7	Technical Specialist 2	\$203.14	\$207.41	\$211.76	\$216.21	\$220.75

899-8						
899-1 899-3 899-7 899-8	Project Manager 1	\$150.73	\$153.90	\$157.13	\$160.43	\$163.80
899-1 899-3 899-7 899-8	Project Manager 2	\$168.47	\$172.01	\$175.62	\$179.31	\$183.07
899-1 899-3 899-7 899-8	Program Manager	\$201.33	\$205.56	\$209.87	\$214.28	\$218.78
899-1 899-3 899-7 899-8	Line 1 / Branch Manager	\$150.41	\$153.57	\$156.79	\$160.09	\$163.45
899-1 899-3 899-7 899-8	Line 2 / Office Manager	\$168.34	\$171.88	\$175.48	\$179.17	\$182.93
899-1 899-3 899-7 899-8	General Manager 1	\$201.16	\$205.38	\$209.70	\$214.10	\$218.60

SCA Matrix		
SCA Eligible Contract Labor Category	SCA Equivalent Code - Title	WD Number
Technician Aide	30081 – Engineering Tech I	2015-4471
Technician 1	30082 – Engineering Tech II	2015-4471
Technician 2	30083 – Engineering Tech III	2015-4471
Technician 3	30084 – Engineering Tech IV	2015-4471
Technician 4	30085 – Engineering Tech V	2015-4471
General Clerk/Receptionist	01280 – Receptionist	2015-4471
Administrative Assistant 1	01020 – Administrative Assistant	2015-4471
Administrative Assistant 2	01020 – Administrative Assistant	2015-4471
Administrative Coordinator	01020 – Administrative Assistant	2015-4471
Word Processor 1	01611 – Word Processor I	2015-4471
Word Processor 2	01612 – Word Processor II	2015-4471
Project Administrator 1	01020 – Administrative Assistant	2015-4471
Project Administrator 2	01020 – Administrative Assistant	2015-4471
Senior Technician II	30085 - Engineering Tech. V	2015-4471
Senior Technician I	30083 - Engineering Tech IV	2015-4471
Technician II	30082 - Engineering Tech II	2015-4471
Technician I	30081 - Engineering Tech I	2015-4471
CADD/Draftsperson II	30064 - Drafter/CAD Operator IV	2015-4471
CADD/Draftsperson I	30061 - Drafter/CAD Operator II	2015-4471
Technical Writer/Document Processor	30463 - Technical Writer III	2015-4471
Project/Subcontract Admin.	01020 - Administrative Assistant	2015-4471
Admin II	01020 - Administrative Assistant	2015-4471
Admin I	01020 - Administrative Assistant	2015-4471

Administrative Support 1	01013 – Accounting Clerk III	2015-4471
Administrative Support 2	01012 – Accounting Clerk II	2015-4471
Administrative Support 3	01011 - Accounting Clerk I	2015-4471
Clerical Support 1	01111 – General Clerk I	2015-4471

Service Contract Act: The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the cited SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices offered are in line with the geographic scope of the contract (i.e. nationwide).

CHIEF ENGINEER / SCIENTIST (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Recognized internally and externally as technical and business leader; provides high-level support for marketing and project pursuit; provides support for project execution, training, and technical development; assures implementation of quality programs and initiatives. Typical responsibilities include, provides leadership role for marketing to major clients, service areas, and technically unusual projects; responsible for selected key clients. Serves as Project Principal for proposals prepared and projects executed which are outside the scope of services provided by the office or experience of office staff. Assures that only appropriately trained and authorized Principals are assigned to projects. Assures that Office Manager develops appropriate technical training for office staff. Assists employees in their professional development and recommends qualified personnel for career advancement. Serves as primary quality assurance officer for assigned office(s); verifies implementation of quality programs and initiatives. Performs or directs others to perform documented quality reviews at least annually for each service area in assigned office(s). Assists Director of Engineering and Science and Quality Assurance Manager in audits of other operations in the company. Serves on Principal Professional, Project Manager, and Principal Technician review boards as requested by Director of Engineering and Science. Requires a B.S. or M.S. Engineering, Scientific Discipline, or related technical field. 15 + years of experience. Professional registration or certification as applicable. Demonstrated ability to lead and manage multiple projects and personnel. Demonstrated ability to develop and maintain strong client relationships. Strong oral and written communications skills; ability to prepare complex reports and proposals. Demonstrated ability to develop business with new and existing clients and to attract clients based on personal reputation. Thorough understanding of the company's resources, capabilities, business practices, and financial model. 2+ years tenure as a Principal Professional. Recognized as a technical expert within the professional community. If the job requires solo work assignments, then a valid driver's license is required. If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance. Flexibility to work outside normal business hours as required. Training requirements include appropriate health and safety topics, Quality Assurance Manual and Procedures, Professional Ethics, Project Manager Leadership, Advanced Project and Risk Management topics as applicable, Civil Treatment for Managers (recommended), Outlook, Word and Excel.

SR. PRINCIPAL/SR. PROJECT MANAGER (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Recognized internally and externally as technical expert in a particular field; acts as technical consultant for projects of major scope and complexity; makes decisions and recommendations with significant impact; works with wide latitude for action and decision-making authority. Reports to Group Leader, Office manager or Regional Manager. Typical Responsibilities include, manages multiple and technically difficult projects (if designated as a Project Manager); has authority to commit company resources. Provides advanced leadership to technical staff. Serves as a top technical advisor to other groups and clients. Develops, reviews, and signs proposals in accordance with company policy. Develops, reviews, and signs reports and contract documents in accordance with company policy. Leads business development efforts within discipline and attracts work based on personal reputation as an expert. Takes major role in guiding the firm financially, technically, and administratively, including quality assurance, technical excellence, and operations management. Requires a B.S. or M.S. Engineering, Scientific Discipline, or related technical field. 15 + years of experience. Professional registration or certification as applicable. Demonstrated ability to lead and manage multiple projects and personnel. Demonstrated ability to develop and maintain strong client relationships. Strong oral and written communications skills; ability to prepare complex reports and proposals. Demonstrated ability to

develop business with new and existing clients and to attract clients based on personal reputation. Thorough understanding of the company's resources, capabilities, business practices, and financial model. Successful completion of an internal review board coordinated by the Directors of Engineering/Science; senior level personnel may be hired at this position with the approval of the Director of Engineering and Science and the completion of the review board process within one year of hire. Recognized as a technical expert within the professional community. Published within area of expertise. If the job requires solo work assignments, then a valid driver's license is required. If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance. Flexibility to work outside normal business hours as required.

PRINCIPAL/PROJECT MANAGER (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Accountable for technical content and quality of specific project elements performed under their direction. Responsible for marketing and client development. Develops, reviews and signs proposals in accordance with Company Policy. Directs project elements and reviews and signs reports and contract document in accordance with Company Policies. Requires a B.S. in engineering, 1 year as an AMEC employee, and 1 year tenure of work in responsible charge under the guidance of a principal professional at least 5 years experience and approval by an internal review board.

SENIOR ENGINEER (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Responsible for marketing, client development, project budgets and staffing. Responsible for planning and conducting projects. Performs review of project quality and adherence to project plan: reviews project documents for technical accuracy. May supervise or direct work assignment of project and staff level professionals. Requires a B.S. in engineering and appropriate professional registration or certification. Typically, 4 - 10 years of experience.

PROJECT ENGINEER (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Under general direction, performs fieldwork, gathers and analyzes data, prepares reports and plans for engineering and / or environmental projects. Assists in preparation of proposals and cost estimates. Oversees the work of staff level professional. May work on projects of smaller scope or assist senior level professionals on projects of greater scope or complexity. May supervise small projects. Requires a B.S. in engineering or science; typically, EIT or GIT and a minimum of 3 years of experience.

STAFF ENGINEER II (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Under direct supervision, performs a variety of routine tasks that are structured to provide experience and familiarization with the staff, methods, practices and programs of the company. Typically, an entry level professional position requires a degree in engineering, or science, an EIT and less than 2 years of experience. May prepare proposals and cost estimates and may supervise small projects.

STAFF ENGINEER I (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Performs routine, well-defined field and office assignments (technical and non-technical); receives detailed instructions on objectives, complex features and possible solutions; receives close supervision and review of work. Reports to Group Leader; assigned to projects under direction of Project Managers. Typical Responsibilities includes performing field exploration, inspection, analysis; provides technical support with supervision. Acts as a data gatherer; prepares maps, charts; runs simple computer programs. Performs field testing; uses equipment and instrumentation. Interprets data and test results. With experience, may write complete reports. Prepares field reports, internal correspondence, sections of formal reports. May be assigned field construction responsibilities. With experience, may supervise subcontractors and/or company employees. Follows company safety standards, site safety standards, and provides all required permitting. Contacts vendors; researches literature and regulatory requirements; prepares draft designs. Conducts engineering or scientific calculations; coordinates geometry; performs minimal design work, preliminary analysis, and layout. Performs routine calculations. Typical Requirements include: B.S. or M.S. Engineering, Scientific Discipline, or related technical field. 0 - 2 years of related experience. E.I.T. for engineers (preferred). If the job requires solo work assignments outside the office, then a valid driver's license is required. If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance. Flexibility to work outside normal business hours as required.

SENIOR TECHNICIAN II (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Responsible for managing tasks or coordinating projects of moderate size and complexity; makes decisions independently; receives supervision and guidance largely on overall objectives and results. (This position is for employees without a technical degree who are performing exempt-level technical duties.) Reports to Group Leader; assigned to projects under direction from Project Managers. Typical Responsibilities include: Directs and supervises technical assignments (both field and office). Manages specific elements of projects. Maintains effective client relations. Prepares and conducts technical review of staff, reports, correspondence, and calculations; prepares technical recommendations. Produces non-routine plans, reports, and specifications. Identifies and defines scope, technique, price, and schedule. Prepares, directs, and reviews cost estimates. Recognizes and initiates business development opportunities. Prepares proposals with limited supervision; assists in preparation of large-scale proposals. Typical Requirements: High School diploma; Associates degree or non-technical Bachelor's degree preferred 12 + years of related experience. Demonstrated ability to solve complex problems. Staff management and leadership ability. Demonstrated maturity in judgment, initiative, and client relations. Strong oral and written communication skills; ability to prepare reports and proposals. Demonstrated project task management abilities. Ability and willingness develop business from new and existing clients. If the job requires solo work assignments outside the office, then a valid driver's license is required. If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance. Flexibility to work outside normal business hours as required. Training Requirements: Appropriate health and safety topics, Quality Assurance Procedures, Professional Ethics, Basic Project Management, Outlook, & Word Excel.

SENIOR TECHNICIAN I (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Makes on-site observations, collects samples, and/or performs tests to monitor work procedures for compliance with project specifications. Reports and records observations and test in timely manner to professional staff and client representatives. Performs and supervises complex work tasks, has thorough knowledge of testing and inspection requirements. May be responsible for training and supervising other technicians and managing projects. Typical requires high school diploma and 10 or more years of experience. Typical certifications include ACI Level II, NICET Level IV, NDT Level II or III and AWS CWI.

TECHNICIAN II (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Performs routine, well-defined field and office assignments; receives detailed instructions on objectives, complex features and possible solutions; receives close supervision and review of work. With experience, may be assigned some tasks with minimal supervision. (This position is for employees without a technical degree who are performing exempt-level technical duties.) Typical Responsibilities: Performs field exploration, inspection, analysis; provides technical support with supervision. Acts as a data gatherer; prepares maps, charts; runs simple computer programs. Performs field testing; uses equipment and instrumentation. Interprets data and test results; with experience, may write complete reports. Prepares field reports, internal correspondence, sections of formal reports. May be assigned field construction responsibilities. With experience, may supervise subcontractors and/or company employees, formal reports. May be assigned field construction responsibilities. With experience, may supervise subcontractors and/or company employees. Follows company safety standards, site safety standards, and provides all required permitting. Contacts vendors; researches literature and regulatory requirements; prepares draft designs. Conducts engineering or scientific calculations; coordinates geometry; performs minimal design work, preliminary analysis, and layout. Performs routine calculations. Typical Requirements: High School diploma; Associates degree or non-technical Bachelor's degree preferred. 7+ years of related experience. Technical aptitude. Skilled at basic or standard field procedures and techniques. If the job requires solo work assignments outside the office, then a valid driver's license is required. Drug screen, background check, and social security # verification. If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance. Flexibility to work outside normal business hours as required. Training Requirements: Appropriate health and safety topics, Quality Assurance Manual and Procedures, Outlook, Word, & Excel.

TECHNICIAN I (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Makes on-site observations, collects samples, and/or performs tests to monitor work procedures for compliance with project specifications. Reports and records observations and test in timely manner to professional staff and client representatives. Performs beginning level work under direct supervision. Entry level position typically requiring high school diploma and 0-2 years experience. Typical certifications include ACI Grade I and NICET Level I or NDT Level

CADD/DRAFTSPERSON II (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Performs design functions in selected discipline. Sets up discipline design CAD files, transforms and completes engineering provided sketches on CAD utilizing CAE design software. Interacts with and gathers information from CAD operators and other Technical Designers. Required basic demonstrated CAD skills in a particular design discipline and ability to work under supervision of an engineer. Typically requires NICET Part A Certification; demonstrated project set up skills and familiarity with standard industry practices. May supervise CAD operators. Also, typically requires 10 years experience for non-degree or Associate's degree individuals or a minimum of 4 years of experience for degreed individuals.

CADD/DRAFTSPERSON I (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Under general supervision, prepares drawings and other reports documents using a personal computer with standard CAD software. Maintains diagrams and project documentation. Typically requires high school diploma, technical or College training and 3-5 years of experience.

TECHNICAL WRITER (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Writes and edits material for reports, manuals, proposals, and related technical and administrative publications as assigned by project leader. Reviews documents for format, logic, organization, consistency, grammar and punctuation. Researches materials and interviews technical professionals.

PROJECT/SUBCONTRACT ADMINISTRATOR (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Responsible for preparation, evaluation administration and compliance of all government contract accounting work. This includes Cost Accounting Standards, RFP's RFQ, Statements of Work, Work Breakdown Schedules, Purchase Orders, Small Business Plan Compliance, and Property Disposition programs. Coordinates finalization of contract cost amendments and changes. Assures that contracts are executed according to federal Acquisition Regulations, and that the client billing and receivables are according to the terms of the contract.

ADMIN II (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Provides administrative support duties under general supervision; requires the full knowledge of, and ability to interpret, established procedures. Typical Responsibilities: Receives and distributes mail; routes documents. Maintains files and records for projects, invoices, correspondence, etc. Provides telephone support to individuals and/or groups; screen calls and answers inquiries about routine operating matters; may provide support for office switchboard as needed. Compiles data used in preparing reports. Operates office equipment and basic software applications to produce typewritten material, drawings, graphs, etc. Enters information into computer databases; performs searches; runs reports. Arranges meetings; may make travel arrangements. Transcribes a variety of dictation into proper letter, memorandum, and record format; ensuring correct punctuation and grammar. May perform a variety of accounting-related clerical duties; checks records, prepares invoices and vouchers, posts records such as accounts receivable and accounts payable. Researches and resolves routine problems. Typical Requirements: High School Diploma. 3+ years of related experience. Strong oral and written communication skills. Ability to operate basic office equipment and basic computer software applications. Ability to analyze basic data for the preparation of studies and reports. Knowledge of company policies, practices, organizational structure, and office procedures. Typing speed of 50+ WPM may be required. Knowledge of basic telephone procedures and practices, Knowledge of fundamental filing systems and procedures. Basic knowledge of accounting terms/procedures may be required. If the job requires solo work assignments outside the office, then a valid driver's license is required. Drug screen, background check, and social security # verification. Flexibility to work outside normal business hours as required.

ADMIN I (871-1, 871-2, 871-3, 871-4, 871-5, 871-6, 871-7):

Performs a full range of secretarial and administrative duties for senior staff members, handles project-oriented duties and may be held accountable for the timely completion of these task. Relieves manager of routine administrative detail. Position required an in-depth knowledge of company practice, structure and a high degree of secretarial/administrative skills, typically requires a high school diploma, 2 years of college or secretarial certification and a minimum of 6 years of related experience.

EXECUTIVE MANAGEMENT CONSULTANT (874-1):

Overview:

Recognized internally and externally as technical and business leader; provides high-level support for marketing and project pursuit; provides support for project execution, training, and technical development; assures implementation of quality programs and initiatives.

Typical Responsibilities:

- Provides leadership role for marketing to major clients, service areas, and technically unusual projects; responsible for selected key clients.
- Serves as Project Principal for proposals prepared and projects executed which are outside the scope of services provided by the office or experience of office staff.
- Assures that only appropriately trained and authorized Principals are assigned to projects.
- Assures that Office Manager develops appropriate technical training for office staff.
- Assists employees in their professional development and recommends qualified personnel for career advancement.
- Serves as primary quality assurance officer for assigned office(s); verifies implementation of quality programs and initiatives.
- Performs or directs others to perform documented quality reviews at least annually for each service area in assigned office(s).
- Assists Director of Engineering and Science and Quality Assurance Manager in audits of other operations in the company.
- Serves on Principal Professional, Project Manager, and Principal Technician review boards as requested by Director of Engineering and Science.

Typical Requirements:

- B.S. or M.S. Engineering, Scientific Discipline, or related technical field.
- 15 + years of experience.
- 5 + years at govt. facility.
- Professional registration or certification as applicable.
- Demonstrated ability to lead and manage multiple projects and personnel.
- Demonstrated ability to develop and maintain strong client relationships.
- Strong oral and written communications skills; ability to prepare complex reports and proposals.
- Demonstrated ability to develop business with new and existing clients and to attract clients based on personal reputation.
- Thorough understanding of the company's resources, capabilities, business practices, and financial model.

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- 2+ years tenure as a Principal Professional
 - Recognized as a technical expert within the professional community.

PRINCIPAL MANAGEMENT CONSULTANT 1 (874-1):

Overview: Recognized internally and externally as technical expert in a particular field; acts as technical consultant for projects of major scope and complexity; makes decisions and recommendations with significant impact; works with wide latitude for action and decision-making authority.

Reports to: Group Leader, Office Manager, or Regional Manager.

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- Typical Responsibilities:**
- Manages multiple and technically difficult projects (if designated as a Project Manager); has authority to commit company resources.
 - Provides advanced leadership to technical staff.
 - Serves as a top technical advisor to other groups and clients.
 - Develops, reviews, and signs proposals in accordance with company policy.
 - Develops, reviews, and signs reports and contract documents in accordance with company policy.
 - Leads business development efforts within discipline and attracts work based on personal reputation as an expert.
 - Takes major role in guiding the firm financially, technically, and administratively, including quality assurance, technical excellence, and operations management.
 - Takes major role in the development and implementation of business plans.
 - Represents the company with clients and at technical forums.
 - Publishes papers related to discipline.

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- Typical Requirements:**
- B.S. or M.S. Engineering, Scientific Discipline, or related technical field.
 - 15 + years of experience.
 - Professional registration or certification as applicable.
 - Demonstrated ability to lead and manage multiple projects and personnel.
 - Demonstrated ability to develop and maintain strong client relationships.
 - Strong oral and written communications skills; ability to prepare complex reports and proposals.
 - Demonstrated ability to develop business with new and existing clients and to attract clients based on personal reputation.
 - Thorough understanding of the company's resources, capabilities, business practices, and financial model.
 - Successful completion of an internal review board coordinated by the Directors of Engineering/Science; senior level personnel may be hired at this position with the approval of the Director of Engineering and Science and the completion of the review board process within one year of hire.
 - Recognized as a technical expert within the professional community.

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- Published within area of expertise.
 - If the job requires solo work assignments, then a valid driver's license is required.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
 - Flexibility to work outside normal business hours as required.

PRINCIPAL MANAGEMENT CONSULTANT 2 (874-1):

Overview: Responsible for technical management and business development leadership; makes decisions and recommendations with significant impact; works with wide latitude for action and decision-making authority.

Reports to: Group Leader or Office Manager.

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- Typical Responsibilities:**
- Manages multiple and/or technically difficult projects (if designated as a Project Manager); has authority to commit company resources.
 - Plans, assigns, supervises, mentors, and develops project staff.
 - Significant internal and external client interaction; acts a technical advisor to other groups.
 - Develops, reviews, and signs proposals in accordance with company policy.
 - Develops, reviews, and signs reports and contract documents in accordance with company policy.
 - Leads business development efforts within discipline.
 - Participates in guiding firm financially, technically, and administratively, including quality assurance, technical excellence, and operations management.
 - Assists in the development and implementation of business plans.
 - Represents the company with clients and at technical forums.

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- Typical Requirements:**
- B.S. or M.S. Engineering, Scientific Discipline, or related technical field.
 - 10 – 15 years of related experience with B.S.; 8 + years with M.S.
 - Professional registration or certification as appropriate.
 - Demonstrated ability to lead and manage multiple projects and personnel.
 - Demonstrated ability to develop and maintain strong client relationships.
 - Strong oral and written communication skills; ability to prepare complex reports and proposals.
 - Demonstrated ability to develop business from new and existing clients.
 - Thorough understanding of the company's resources, capabilities, business practices, and financial model.
 - Successful completion of an internal review board coordinated by the Directors of Engineering/Science and Projects; senior level personnel may be hired at this position with the approval of Director of Engineering and Science and completion of review board process within one year of hire.

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- Recognized for technical excellence in the professional community.
 - Published within area of expertise (preferred).
 - If the job requires solo work assignments outside the office, then a valid driver's license is required.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
 - Flexibility to work outside normal business hours as required.

PRINCIPAL MANAGEMENT CONSULTANT 3 (874-1):

Reports to: Group Leader or Office Manager.

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- Typical Responsibilities:**
- Directs and supervises technical and management assignments (both field and office).
 - Manages specific elements of projects.
 - Maintains effective client relations.
 - Prepares and conducts technical review of staff, reports, correspondence, and calculations; prepares technical recommendations.
 - Produces non-routine plans, reports, and specifications.
 - Identifies and defines scope, technique, price, and schedule.
 - Prepares, directs, and reviews cost estimates.
 - Recognizes and initiates business development opportunities.
 - Prepares proposals with limited supervision; assists in preparation of large-scale proposals.

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- Typical Requirements:**
- B.S. or M.S. Engineering, Scientific Discipline, or related technical field.
 - 5 - 10 years of related experience with B.S.; 4 + years with M.S.
 - Appropriate professional registration or certification.
 - Demonstrated ability to solve complex problems.
 - Staff management and leadership ability.
 - Demonstrated maturity in judgment, initiative, and client relations.
 - Strong oral and written communication skills; ability to prepare reports and proposals.
 - Demonstrated project task management abilities.
 - Ability and willingness develop business from new and existing clients.
 - If the job requires solo work assignments outside the office, then a valid driver's license is required.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
 - Flexibility to work outside normal business hours as required.

SENIOR MANAGEMENT CONSULTANT 1 (874-1):

Overview: Accountable for all aspects of project management for critical projects of broad scope and impact; serves as primary contact with client.

Reports to: Office or Division Manager

Typical Responsibilities:

- Responsible for all aspects of project management for projects of broad scope and impact, including compliance with company policies, definition of scope of work, establishment of budgets and schedules, control of project costs, compliance with schedule, timely payment for the work, and assurance of overall client satisfaction.
- Ensures project quality control activities are in place and adhered to.
- Develops, reviews, and signs proposals, reports, client contracts and subcontracts in accordance with company policy.
- Selects and supervises project team members; ensures that team members are assigned appropriate roles.
- Provides leadership to project team; maintains a positive environment and high morale.
- Provides senior-level technical expertise.
- Provides project management instruction to less experienced project personnel.
- Acts as primary interface with clients for assigned projects; communicates with clients on an ongoing basis; responds effectively to meets clients' needs.

Typical Requirements:

- B.S. or M.S. Engineering, Science, or related technical field.
- 10+ years of related experience.
- Appropriate professional registration or certification.
- Excellent verbal, written, and interpersonal communication skills.
- Excellent leadership, coaching, and problem resolution skills.
- Ability to establish high-performing project teams. Demonstrated ability to lead and manage multiple projects.
- Demonstrated ability to develop and maintain strong client relationships; significant experience in representing the company to clients.
- Thorough understanding of the company's resources, capabilities, business practices, and financial model.
- Internal and external recognition as an expert in project management.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
- Flexibility to work outside normal business hours as required.

SENIOR MANAGEMENT CONSULTANT 2 (874-1):

Overview: Accountable for all aspects of project management; serves as primary contact with client.

Reports to: Office Manager

Typical Responsibilities:

- Responsible for all aspects of project management, including compliance with company policies, definition of scope of work, establishment of budgets and schedules, control of project

costs, compliance with schedule, timely payment for the work, and assurance of overall client satisfaction.

- Ensures project quality control activities are in place and adhered to.
- Develops, reviews, and signs proposals, reports, client contracts and subcontracts in accordance with company policy.
- Selects and supervises project team members; ensures that team members are assigned appropriate roles.
- Provides leadership to project team; maintains a positive environment and high morale.
- Provides senior-level technical expertise.
- Acts as primary interface with clients for assigned projects; communicates with clients on an ongoing basis; responds effectively to meets clients' needs.

Typical Requirements:

- B.S. or M.S. Engineering, Science, or related technical field.
- 8+ years of related experience with B.S.; 6+ years with M.S.
- Appropriate professional registration or certification.
- Excellent verbal, written, and interpersonal communication skills.
- Excellent leadership, coaching, and problem resolution skills.
- Ability to establish high-performing project teams.
- Demonstrated ability to lead and manage multiple projects.
- Demonstrated ability to develop and maintain strong client relationships.
- Thorough understanding of the company's resources, capabilities, business practices, and financial model.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
- Flexibility to work outside normal business hours as required.

SENIOR MANAGEMENT CONSULTANT 3 (874-1):

Overview: Provides leadership, supervision, execution, and coordination of assignments and tasks to Project Managers; ensures quality administrative and financial assistance as needed.

Reports to: Project Manager, Group Leader, or Office Manager.

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- Typical Responsibilities:**
- Project Tracking and Control - Ensures the accuracy of financial information produced for single tasks or multiple tasks for projects including large, multi-tasked or complex projects; maximizes job profitability and minimizes financial risk.
 - Contract Administration - Ensures project contractual deliverables are addressed on a timely basis; minimizes company's risk associated with non-recoverable expenses and other risk management issues.
 - Document Production and Control - Ensures production schedules are met and the presentation formats of documents meet company standards.

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- General Liaison/Interface - Ensures administrative correspondence produced by company for clients is a professional reflection of the company.
 - Personnel Direction/Management - Provides leadership, supervision, motivation, and coordination to project to ensure quality administrative and financial assistance is provided.

Typical Requirements:

- B.S. or M.S. Engineering, Science or related technical field, or Business Administration.
- 5 - 8 years of related experience
- Comprehensive knowledge of engineering and environmental services, accounting, business administration, and project management practices.
- Successful experience leading and coaching staff and exercising organizational skills.
- Excellent written, verbal, and interpersonal communication skills.
- Fully developed skills in project planning, scheduling, and estimating.
- Experience handling administrative requirements of large, multi-task projects.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
- Flexibility to work outside normal business hours as required.

MANAGEMENT CONSULTANT 1 (874-1):

Overview: Responsible for managing tasks or coordinating projects of moderate size and complexity; makes decisions independently; receives supervision and guidance largely on overall objectives and results.

Reports to: Group Leader; assigned to projects under direction from Project Managers.

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- Typical Responsibilities:**
- Directs and supervises technical assignments (both field and office).
 - Manages specific elements of projects.
 - Maintains effective client relations.
 - Prepares and conducts technical review of staff, reports, correspondence, and calculations; prepares technical recommendations.
 - Produces non-routine plans, reports, and specifications.
 - Identifies and defines scope, technique, price, and schedule.
 - Prepares, directs, and reviews cost estimates.
 - Recognizes and initiates business development opportunities.
 - Prepares proposals with limited supervision; assists in preparation of large-scale proposals.

Typical Requirements:

- B.S. or M.S. Engineering, Scientific Discipline, or related

technical field.

- 6 - 10 years of related experience with B.S.; 5 + years with M.S.
- Appropriate professional registration or certification.
- Demonstrated ability to solve complex problems.
- Staff management and leadership ability.
- Demonstrated maturity in judgment, initiative, and client relations.
- Strong oral and written communication skills; ability to prepare reports and proposals.
- Demonstrated project task management abilities.
- Ability and willingness develop business from new and existing clients.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
- Flexibility to work outside normal business hours as required.

MANAGEMENT CONSULTANT 2 (874-1):

Overview: Performs routine field and office assignments under limited supervision and performs more complex assignments and analysis under closer supervision; directs routine field and office activities.

Reports to: Group Leader, assigned to projects under direction of Project Managers.

Typical Responsibilities:

- Independently evaluates, selects, and applies standard techniques, procedures, and criteria to perform technical tasks, field tasks, studies, and analysis with ongoing review from project team management.
- Prepares and generates routine reports and correspondence; some involvement in preparing more complex reports; writes reports.
- Review field reports prepared by staff specialists; provides guidance to field personnel.
- Collects data in complex field situations without supervision.
- Prepares proposals and assists in preparation of large-scale proposals.
- Calculates and manages simple, small fee, non-complex project budgets.
- Organizes field work and assigns tasks to staff specialists and technicians.
- Contacts vendors; researches literature and regulatory requirements.
- As member of a design team, or in support of more senior staff, prepares plans and specifications.

Typical Requirements:

- B.S. or M.S. Engineering, Scientific Discipline, or related technical field.
- 0 - 5 years of experience with B.S.; E.I.T. for engineers (preferred).
- Demonstrated professional judgment, consistency, and attention to detail; track record of quality work products.

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- Experience performing independent analysis and problem solving.
 - Demonstrated organizational skills.
 - Strong oral and written communication skills; experience preparing reports that demonstrate technical knowledge.
 - Demonstrated experience working successfully in a team environment.
 - If the job requires solo work assignments outside of the office, then a valid driver's license is required.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
 - Flexibility to work outside normal business hours as required.

ASSOCIATE MANAGEMENT CONSULTANT 1 (874-1):

Overview: Performs routine field and office assignments under limited supervision and performs more complex assignments and analysis under closer supervision; may direct routine field and office activities. (This position is for employees without a technical degree who are performing exempt-level technical duties.)

Reports to: Group Leader, assigned to projects under direction of Project Managers.

Typical Responsibilities:

- Independently evaluates, selects, and applies standard techniques, procedures, and criteria to perform technical tasks, field tasks, studies, and analysis with ongoing review from project team management.
- Prepares and generates routine reports and correspondence; some involvement in preparing more complex reports; writes reports.
- May review field reports prepared by staff specialists and provide guidance to field personnel.
- Collects data in complex field situations without supervision.
- May calculate and manage simple, small fee, non-complex project budgets.
- May organize field work and assign tasks to staff specialists and technicians.
- Contacts vendors; researches literature and regulatory requirements.
- As member of a design team, or in support of more senior staff, prepares plans and specifications.

Typical Requirements:

- High School diploma; Associates degree or non-technical Bachelor's degree preferred.
- 5 + years of related experience.
- Technical aptitude.
- Demonstrated professional judgment, consistency, and attention to detail; track record of quality work products.
- Experience performing independent analysis and problem solving.
- Demonstrated organizational skills.
- Strong oral and written communication skills; experience preparing reports that demonstrate technical knowledge.

-
- Demonstrated experience working successfully in a team environment.
 - If the job requires solo work assignments outside of the office, then a valid driver's license is required.
 - Drug screen, background check, and social security # verification.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
 - Flexibility to work outside normal business hours as required.

ASSOCIATE MANAGEMENT CONSULTANT 2 (874-1):

Overview: Performs routine, well-defined field and office assignments; receives detailed instructions on objectives, complex features and possible solutions; receives close supervision and review of work. With experience, may be assigned some tasks with minimal supervision. (This position is for employees without a technical degree who are performing exempt-level technical duties.)

Reports to: Group Leader; assigned to projects under direction of Project Managers.

-
- Typical Responsibilities:**
- Performs field exploration, inspection, analysis; provides technical support with supervision.
 - Acts as a data gatherer; prepares maps, charts; runs simple computer programs.
 - Performs field testing; uses equipment and instrumentation.
 - Interprets data and test results; with experience, may write complete reports.
 - Prepares field reports, internal correspondence, sections of formal reports.
 - May be assigned field construction responsibilities.
 - With experience, may supervise subcontractors and/or company employees.
 - Follows company safety standards, site safety standards, and provides all required permitting.
 - Contacts vendors; researches literature and regulatory requirements; prepares draft designs.
 - Conducts engineering or scientific calculations; coordinates geometry; performs minimal design work, preliminary analysis, and layout.
 - Performs routine calculations.

-
- Typical Requirements:**
- High School diploma; Associates degree or non-technical Bachelor's degree preferred.
 - 3 - 6 years of related experience.
 - Technical aptitude.
 - Skilled at basic or standard field procedures and techniques.
 - If the job requires solo work assignments outside the office, then a valid driver's license is required.
 - Drug screen, background check, and social security # verification.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.

-
- Flexibility to work outside normal business hours as required.

ASSOCIATE MANAGEMENT CONSULTANT 3 (874-1):

Overview: Performs routine, well-defined field and office assignments; receives detailed instructions on objectives, complex features and possible solutions; receives close supervision and review of work. (This position is for employees without a technical degree who are performing exempt-level technical duties.)

Reports to: Group Leader; assigned to projects under direction of Project Managers.

-
- Typical Responsibilities:**
- Performs field exploration, inspection, analysis; provides technical support with supervision.
 - Acts as a data gatherer; prepares maps, charts; runs simple computer programs.
 - Performs field testing; uses equipment and instrumentation.
 - Interprets data and test results; with experience, may write complete reports.
 - Prepares field reports, internal correspondence, sections of formal reports.
 - May be assigned field construction responsibilities.
 - With experience, may supervise subcontractors and/or company employees.
 - Follows company safety standards, site safety standards, and provides all required permitting.
 - Contacts vendors; researches literature and regulatory requirements; prepares draft designs.
 - Conducts engineering or scientific calculations; coordinates geometry; performs minimal design work, preliminary analysis, and layout.
 - Performs routine calculations.

-
- Typical Requirements:**
- High School Diploma; Associates degree or non-technical Bachelor's degree preferred.
 - 0 - 5 years of related experience.
 - Technical aptitude.
 - If the job requires solo work assignments outside the office, then a valid driver's license is required.
 - Drug screen, background check, and social security # verification.
 - If the job requires work on hazardous waste sites, then a physical exam is required to obtain medical clearance.
 - Flexibility to work outside normal business hours as required.

ADMINISTRATIVE SUPPORT 1 (874-1):

Overview: Provides administrative support duties requiring experience, initiative, independent follow-up, and coordination.

Reports to: Group Leader or Office Manager.

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- Typical Responsibilities:**
- Accountable for optimizing supervisor's time by handling

administrative details through the follow-up of business arrangements and correspondence, the transmittal of interoffice information, and the maintenance of control over office functions and projects.

- Types information into proper letter, memorandum, and record format, ensuring accuracy of punctuation and grammar.
- Opens and routes correspondence and screens telephone calls; prepares routine correspondence on own initiative; uses judgment to determine matters requiring prompt attention.
- Sets up systems for maintaining files and records.
- Communicates with executive, administrative, and management personnel to gather/convey information pertaining to supervisor's office.
- Assists in planning special projects, seminars, and events.
- Arranges meetings; schedules appointments for supervisor.
- May perform a variety of accounting-related duties, and may be responsible for specific accounting functions, such as accounts receivable or accounts payable.
- May perform a variety of project administration duties, including spreadsheet maintenance, preparation of contract forms for approval, distribution of contract and subcontract documents, quality control for documents and reports, and production of reports.

Typical Requirements:

- High School Diploma.
- 5+ years of related experience.
- Strong oral and written communication skills.
- Experience with client relations.
- Ability to operate office equipment and applicable computer software applications.
- Ability to analyze data for the preparation of studies and reports.
- Knowledge of company policies, practices, organizational structure, and office procedures.
- Typing speed of 50+ WPM may be required.
- Ability to create and edit intermediate-level spreadsheets.
- Ability to create filing systems and procedures.
- Knowledge of applicable accounting terms/procedures may be required; ability to interpret financial reports.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- Flexibility to work outside normal business hours as required.

ADMINISTRATIVE SUPPORT 2 (874-1):

Overview: Provides administrative support duties under general supervision; requires the full knowledge of, and ability to interpret, established procedures.

Reports to: Group Leader or Group Supervisor.

Typical Responsibilities: • Receives and distributes mail; routes documents.

-
- Maintains files and records for projects, invoices, correspondence, etc.
 - Provides telephone support to individuals and/or groups; screen calls and answers inquiries about routine operating matters; may provide support for office switchboard as needed.
 - Compiles data used in preparing reports.
 - Operates office equipment and basic software applications to produce typewritten material, drawings, graphs, etc.
 - Enters information into computer databases; performs searches; runs reports.
 - Arranges meetings; may make travel arrangements.
 - Transcribes a variety of dictation into proper letter, memorandum, and record format; ensuring correct punctuation and grammar.
 - May perform a variety of accounting-related clerical duties; checks records, prepares invoices and vouchers, posts records such as accounts receivable and accounts payable.
 - Researches and resolves routine problems.

Typical Requirements:

- High School Diploma.
- 3 - 6 years of related experience.
- Strong oral and written communication skills.
- Ability to operate basic office equipment and basic computer software applications.
- Ability to analyze basic data for the preparation of studies and reports.
- Knowledge of company policies, practices, organizational structure, and office procedures.
- Typing speed of 50+ WPM may be required.
- Knowledge of basic telephone procedures and practices
- Knowledge of fundamental filing systems and procedures.
- Basic knowledge of accounting terms/procedures may be required.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- Flexibility to work outside normal business hours as required.

ADMINISTRATIVE SUPPORT 3 (874-1):

Overview: Provides administrative support duties under direct supervision.

Reports to: Group Leader or Group Supervisor.

Typical Responsibilities:

- Receives and distributes mail; routes documents.
- Maintains files and records for projects, invoices, correspondence, etc.
- Provides telephone support to individuals and/or groups; may provide support for office switchboard as needed.
- Compiles data used in preparing reports.
- Operates office equipment and basic software applications to produce typewritten material, drawings, graphs, etc.
- Enters information into computer databases; performs

searches; runs reports.

- May perform a variety of accounting-related clerical duties; checks records, prepares invoices and vouchers, posts records such as accounts receivable and accounts payable.

Typical Requirements:

- High School Diploma.
- 0 - 5 years of related experience.
- Strong oral and written communication skills.
- Ability to operate basic office equipment and basic computer software applications.
- Typing speed of 40+ WPM may be required.
- Knowledge of basic telephone procedures and practices
- Knowledge of fundamental filing systems and procedures.
- Basic knowledge of accounting terms/procedures may be required.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- Flexibility to work outside normal business hours as required.

CLERICAL SUPPORT (874-1):

Typical Responsibilities:

- Receives and distributes mail; routes documents.
- Maintains files and records for projects, invoices, correspondence, etc.
- Provides telephone support to individuals and/or groups; may provide support for office switchboard as needed.
- Compiles data used in preparing reports.
- Operates office equipment and basic software applications to produce typewritten material, drawings, graphs, etc.
- Enters information into computer databases; performs searches; runs reports.
- May perform a variety of accounting-related clerical duties; checks records, prepares invoices and vouchers, posts records such as accounts receivable and accounts payable.

Typical Requirements:

- High School Diploma.
- 0 - 5 years of related experience.
- Strong oral and written communication skills.
- Ability to operate basic office equipment and basic computer software applications.
- Typing speed of 40+ WPM may be required.
- Knowledge of basic telephone procedures and practices
- Knowledge of fundamental filing systems and procedures.
- Basic knowledge of accounting terms/procedures may be required.
- If the job requires solo work assignments outside the office, then a valid driver's license is required.
- Drug screen, background check, and social security # verification.
- Flexibility to work outside normal business hours as required.

Technician Aide (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Assist in conducting tests and investigations in the field or laboratory to obtain data for use by environmental, engineering and scientific personnel in determining environmental, engineering or physical properties of soil, bedrock, construction materials, air and aquatic ecosystems.

Experience: Minimum 8 months applicable experience

Education: High school diploma

Technician 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Conduct tests and investigations in the field or laboratory to obtain data for use by environmental, engineering and scientific personnel in determining environmental, engineering or physical properties of soil, bedrock, construction materials, air and aquatic ecosystems. Conduct quantitative and qualitative analyses to determine chemical and physical properties of experimental and developmental materials. Perform laboratory and field tests according to prescribed procedures, processes and standards.

Experience: Minimum 1 year

Education: Technical diploma

Technician 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Conduct tests and investigations in the field or laboratory to obtain data for use by environmental, engineering and scientific personnel in determining environmental, engineering or physical properties of soil, bedrock, construction materials, air and aquatic ecosystems. Perform laboratory and field tests according to prescribed procedures, processes and standards.

Experience: Minimum 2 years

Education: Technical diploma

Technician 3 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Conducts tests and investigations in the field or laboratory to obtain data for use by environmental, engineering and scientific personnel in determining engineering, environmental, or physical properties of soil, bedrock, construction materials, air and aquatic ecosystems. Provide some training in basic methods and procedures to lower level technical personnel.

Experience: Minimum 6 years

Education: Technical diploma

Technician 4 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Conducts tests and investigations in the field or laboratory to obtain data for use by environmental, engineering and scientific personnel in determining engineering, environmental, or physical properties of soil, bedrock, construction materials, air and aquatic ecosystems. Conducts quantitative and qualitative analyses to determine chemical and physical properties of experimental and developmental materials. Perform laboratory and field tests according to prescribed procedures, processes and standards. Collect

air, water or soil samples prepare samples for testing, record data, and prepare summary reports.

Experience: Minimum 10 years

Education: Technical diploma

General Clerk / Receptionist (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides general clerical and administrative support.

Experience: Entry level position

Education: High school diploma

Administrative Assistant 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides clerical and administrative support to a group of management/professional employees

Experience: Minimum 1 year

Education: High school diploma and some formal secretarial or business training

Administrative Assistant 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides high-level clerical and administrative support to a group of senior management / professional employees. Provides work direction to lower level clerical employees. Conduct new employee orientation.

Experience: Minimum 2 years

Education: High school diploma. Formal secretarial or business training

Administrative Coordinator (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Performs diversified and complex administrative duties, provides administrative support for senior executive or large business unit; prepares reports to governmental / external agencies regarding financial matters; may be responsible for independently overseeing the administration of programs.

Experience: Minimum 7 years

Education: High school diploma. Formal secretarial or business training

Word Processor 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Performs clerical and administrative support to a group of management / professional employees and to manage the administrative aspects of one or more functions.

Experience: Minimum 1 year

Education: High school diploma. Some formal training in word processing and or secretarial skills

Word Processor 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides high-level clerical and administrative support to a group of senior management / professional employees and to manage the administrative aspects of one or more functions.

Experience: Minimum 2 years

Education: High school diploma. Some formal training in word processing and or secretarial skills

Project Administrator 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides office administrative support including document control, formatting and editing technical reports, maintaining files and inventory, collections (accounts receivable), and assisting in procurement and purchase of office supplies.

Experience: Minimum 2 years

Education: High school diploma. Some formal business training

Project Administrator 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides high-level clerical and administrative support to office professional and management personnel and to manage the administrative aspects of one or more functions.

Experience: Minimum 4 years

Education: High school diploma. College level coursework in business preferred. Some formal business training

Scientist Specialist 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Under close, direct supervision, to provide data analysis and report preparation in one or more of the physical sciences and to enhance knowledge of assigned subject matter and other aspects of scientific study and consulting practice.

Experience: Entry level position

Education: BS/BA in one of the physical or natural sciences

Scientist Specialist 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Assignments of limited scope and complexity related to a scientific type discipline. Work supervised in detail. May give guidance to junior professionals or technician staff.

Experience: Minimum 2 years in a scientific / specialist position

Education: BS/BA in one of the physical or natural sciences

Scientist Specialist 3 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides technical expertise to moderately complex projects related to a scientific type discipline. Works under general supervision. Provides work direction to junior professional or technician staff.

Experience: Minimum 4 years in increasingly complex scientist / specialist positions

Education: BS/BA in one of the physical or natural sciences

Scientist Specialist 4 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides technical expertise to moderately complex projects related to a scientific type discipline. Works under general supervision. Provides work direction to junior professional or technician staff.

Experience: Minimum 6 years in increasingly complex scientist / specialist positions

Education: BS/BA in one of the physical or natural sciences

Scientist Specialist 5 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Fully qualified as a consultant in all conventional aspects of a scientific discipline. Recognized by immediate and senior management as a technical resource.

Experience: Minimum 8 years in increasingly complex scientist / specialist positions

Education: BS/BA in one of the physical or natural sciences

Scientist Specialist 6 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Full specialization in complex scientific applications. Performs analyses for highly complex technical projects and provides reviews for projects within area of expertise. Would have industry recognition. Participates in highest levels of projects and seen by management as part of strategic growth plan.

Experience: Minimum 10 years in increasingly complex scientist / specialist positions

Education: BS/BA in one of the physical or natural sciences

Engineer 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Solves problems of a routine nature within clearly defined procedures. Works under close, direct supervision.

Experience: Entry level position

Education: BS in engineering

Engineer 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Assignments of limited scope and complexity related to an engineering type discipline. Work supervised in detail. May give guidance to junior professionals or technician staff.

Experience: Minimum 2 years

Education: BS in engineering

Engineer 3 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides technical expertise to moderately complex projects related to an engineering type discipline. Works under general supervision. Provides work direction to junior professional or technician staff.

Experience: Minimum 4 years

Education: BS in engineering

Engineer 4 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Provides technical expertise to moderately complex projects related to an engineering type discipline. Works under general supervision. Provides work direction to junior professional or technician staff.

Experience: Minimum 6 years

Education: BS in engineering

Engineer 5 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Fully qualified as a consultant in all conventional aspects of an engineering discipline. Recognized by immediate and senior management as a technical resource.

Experience: Minimum 8 years

Education: BS in engineering

Technical Specialist 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Full specialization in complex scientific or engineering applications. A leader in a given office and

perhaps in a given region in a technical discipline. Would have industry recognition. Participates in highest levels of projects and is seen by management as part of strategic growth plan.

Experience: Minimum 10 years

Education: Bachelor's degree in an engineering or scientific field

Technical Specialist 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

May supervise and manage large groups of staff; or exercise authority over a small group of highly professional personnel engage in complex technical applications. Authority for large consulting projects. In addition to specialization, generally directs highly qualified professionals engage in complex scientific or engineering applications.

Experience: Minimum 15 years

Education: Bachelor's degree in an engineering or scientific field

Project Manager 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Fully qualified as a consultant in all conventional aspects of their discipline. Responsible and accountable for all aspects of project management, including compliance with company policies, establishment of budget and schedules, control of project costs, provides leadership to project team, and assurance of overall client satisfaction. Recognized by immediate and senior management as a technical resource.

Experience: Minimum 8 years

Education: Bachelor's degree in an engineering or scientific field

Project Manager 2 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Full specialization in complex scientific or engineering applications. Responsible and accountable for all aspects of project management, provides senior review and direction on technical projects, ensures financial and non-financial targets are met, supervises project team members, and identification and development of new business opportunities. Would have industry recognition. Participates in highest levels of projects and is seen by management as part of strategic growth plan.

Experience: Minimum 10 years

Education: Bachelor's degree in an engineering or scientific field

Program Manager (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

May supervise and manage large groups of staff; or exercise authority over a small group of highly professional personnel engage in complex technical applications. Authority for large consulting projects. In addition to specialization, generally directs highly qualified professionals engage in complex scientific or engineering applications.

Experience: Minimum 15 years

Education: Bachelor's degree in an engineering or scientific field

Line 1 / Branch Manager (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Fully qualified as a consultant in all conventional aspects of their discipline. Provides leadership in technical, business development, financial, and administrative aspects of the consulting business. Provides senior level review and direction on projects, coordination with other business units in related operations, develops strategic plan and financial budget for group, manages the financial aspects with monthly and quarterly business metric reporting, and holds profit and losses responsibility. Recognized by immediate and senior management as a technical resource.

Experience: Minimum 8 years

Education: Bachelor's degree in an engineering or scientific field

Line 2 / Office Manager (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Maintains office services by organizing office operations and procedures; preparing payroll and controlling correspondence. Designs and implements office policies by establishing standards and procedures; measuring results against standards; making necessary adjustments. Keeps management informed by reviewing and analyzing special reports; summarizing information; identifying trends. Involved in project management and review of projects ensuring personnel resources are available and projects are managed properly. Achieves financial objectives by preparing an annual budget; scheduling expenditures; analyzing variances; initiating corrective actions.

Experience: Minimum 10 years

Education: Bachelor's degree in an engineering or scientific field

General Manager 1 (899-1, 899-3, 899-7, 899-8):

Functional Responsibility:

Have many of the same roles and responsibilities of the Office Manager, but has demonstrated internal and external leadership in key, company-wide initiatives or multi-office client pursuits.

Experience: Minimum 15 years

Education: Bachelor's degree in an engineering or scientific field

EXHIBIT B

Scope of Services, Rates, Performance Metrics, and Liquidated Damages

Part I – SCOPE OF WORK

1.0 Standard Inspection Services

A. CDBG-DR Home Inspection Services: Contractor shall perform residential home inspection services for single-family homes and small multiplexes consisting of 8 units or less for the Harvey Homeowner Assistance Program (“HoAP”) and Harvey Recovery Small Rental (“HRSR”) program. The inspection services shall be performed under the U.S. Department of Housing and Urban Development’s Community Development Block Grant – Disaster Recovery (“CDBG-DR”) program and must comply with all applicable CDBG-DR laws, regulations, and rules. Inspections to be performed are listed below:

- i. **Initial Site Inspection Services** include:
 - I. Scheduling inspections
 - II. Site visit which will include:
 - a) Review and inventory of homeowner-completed repairs (“Work in Place” or “WIP”)
 - b) Determination of additional repairs required for compliance with HUD’s Housing Quality Standards (“HQS”) and City of Houston’s Minimum Construction Standards for Rehabilitation, Reconstruction, and New Construction
 - c) Measurement of the home
 - d) Interior and Exterior photographs of the home
 - e) Collection of Tier II site-specific environmental assessment questions and photographs
 - III. Deliverables Produced:
 - a) Damage Inspection Checklist
 - b) Estimated Cost to Repair (“ECR”)
 - c) Work in Place (“WIP”) calculation
 - d) Scaled & Labeled Drawing of the home
 - e) Interior and exterior photographs of the home
- ii. **Texas Real Estate Commission (“TREC”) Inspection Services (Final):** Contractor will provide this service only when requested by HCDD.
 - I. Scheduling inspections
 - II. Completion of inspection by a licensed TREC inspector in accordance with TREC and Program guidelines
 - III. Deliverables Produced:
 - a) TREC Inspection Report including all associated photos and inspector comments

2.0 Specialty Inspection Services

A. CDBG Home Hazard Inspection:

- i. **Asbestos Inspection/Testing Services:** (For Rehabilitation Projects)
 - I. Scheduling inspection
 - II. Site visit which will include:
 - a) Visual analysis of the home site
 - b) Collection of samples of materials suspected of containing Asbestos
 - c) Photographs of sample collection locations
 - III. Laboratory work to include testing of collected samples
 - IV. Deliverable Produced:

- a) Asbestos Survey Report
 - ii. **Lead Based Paint Inspections/Testing Services:** (Required on all Rehabilitation Projects if the year of construction is prior to 1978)
 - I. Scheduling inspection
 - II. Site visit which may include:
 - a) Visual analysis of the home site
 - b) Data & Sample Collection via:
 - 1. Dust Wipes
 - 2. X-Ray Fluorescence (XRF)
 - 3. Soil Samples
 - III. Laboratory work to include testing of collected samples
 - IV. Deliverable Produced:
 - a) Lead-Based Paint Risk Assessment
- B. Mold Inspections** (Required when signaled on the 11.01 form, initial inspection inspector sees visible growth, smells presumed mold or the homeowner express concern to initial site inspection inspector): Consultant will perform mold inspections at housing unit locations. Compensation of employees/subcontractors for the time devoted to performing the mold inspection services to include the following:
- i. Scheduling the inspections and performing site visit which will include:
 - I. Collect a minimum of two indoor air samples and 1 Control Outdoor air sample and identify the location of the collected air samples on a floorplan map
 - II. Note the location of any mold identified by visual observation on the floorplan
 - III. Thermography or Thermal imaging shall be used to assist in the identification of areas that are more likely to foster mold growth
 - IV. Record moisture measurements using pin or pinless systems
 - V. Photograph (visual spectrum) locations where moisture readings or thermal imaging identifies an anomaly
 - ii. Submitted mold inspection report which will include:
 - I. Address and identifying information about the home
 - II. Appropriate site photos
 - III. Description of air collection methodology
 - IV. Information on each type of spore identified
 - V. Recommendations based on results
 - VI. Remediation Plan (where appropriate)

3.0 Compensation Basis

Upon receipt of all deliverables required for each inspection, the City shall compensate Contractor on an hourly basis for each inspection performed, subject to the Maximum Compensation per Inspection cap specified in Part II of this Exhibit B for the services performed hereunder. Contractor represents that all of the services under this Agreement can be provided for an amount not to exceed the sum of each Maximum Compensation per Inspection cap multiplied by the estimated number of inspections required. Contractor agrees that all costs incurred in excess of each Maximum Compensation per Inspection cap are at the sole risk of the Contractor and shall be paid by the Contractor.

If, after Contractor and an individual homeowner agree to a designated date and time for inspection, a homeowner fails to appear for an inspection or refuses entry for an inspection ("Hindered Inspection"),

Contractor may invoice the City for the inspector's hourly rate at a maximum of one (1) hour. In order to be compensated for a Hindered Inspection Contractor must: (a) provide documentation proving that Contractor and the homeowner mutually agreed upon a date and time for inspection; (b) update the GPS coordinates in the inspection software application on the City-provided inspection tablet; and (c) provide a statement from the inspector the stating the reason for the Hindered Inspection (i.e., homeowner not present or homeowner refused entry).

4.0 Notices to Proceed

"NTP" or "Notice to Proceed" means a document the signed by the Director, or the Director's designee, and sent to Contractor authorizing certain services to be performed by Contractor in accordance with this Agreement and the GSA Contract. Unless otherwise specified in this Agreement, all references to NTP in this Agreement shall mean an NTP issued in accordance with and pursuant to this Agreement.

Notices to Proceed must contain the following:

- Agreement number and Contractor's name, address, and telephone number;
- NTP number and date;
- A scope of services specifically identifying the services to be performed or products to be provided by Contractor;
- Time of performance (e.g. the NTP term, the NTP expiration date, or period of performance for the individual NTP or each project contemplated under the NTP);
- Place of performance (i.e., a residential address);
- The type of inspection services to be performed as listed in Exhibit B;
- Key City personnel, such as the project manager/point of contact for the NTP;
- Any other information necessary to identify and perform the services or as may otherwise be required by the Director.

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Part II – Rates

Inspection Type	GSA Labor Category	Contractor Position Classification	Hourly Rate	Maximum Compensation <i>per Inspection</i>
Initial Site Inspection	Science Specialist 5	ECR Inspector	\$117.00	\$1050.00
	Science Specialist 6	Senior Analyst	\$143.00	
	Project Manager 2	Project Manager	\$156.00	
	Administrative Coordinator	Clerical	\$67.50	
Final Inspection (TREC)	Science Specialist 6	TREC Inspector	\$143.00	\$600.00
	Project Manager 2	Project Manager	\$156.00	
	Administrative Coordinator	Clerical	\$67.50	
	Science Specialist 3	Junior Analyst	\$78.00	
Asbestos Survey and Lead Hazard Risk Assessment (Combined)	Science Specialist 4	Lead Inspector	\$90.00	\$1,600.00
	Science Specialist 4	Lead Inspector	\$90.00	
	Project Manager 2	Project Manager	\$156.00	
	Science Specialist 6	TREC Inspector	\$142.50	
	Administrative Coordinator	Clerical	\$67.50	
Mold Inspection	Science Specialist 4	Mold Inspector	\$90.00	\$800.00
	Project Manager 2	Project Manager	\$156.00	
	Science Specialist 6	Mold Consultant	\$142.50	
	Administrative Coordinator	Clerical	\$67.50	
	Project Manager 2	Project Manager	\$156.00	

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Part III – Performance Metrics and Liquidated Damages

Deliverable	Deadline
Inspection Scheduled	2 business days from date of Notice to Proceed (“NTP”)
Form 11.01 or 11.01A (Inspection Checklists) (Exhibit “A”)	4 business days from date of inspection
Completed Xactimate Damage Assessment	5 business days from date of inspection
Progress Inspection Report	4 business days from date of inspection
Progress Photo Report	4 business days from date of inspection
Internally Signed Payment Request Form	5 business days from date of inspection
Final Inspection Report	5 business days from date of inspection
Final Photo Report	5 business days from date of inspection
Asbestos Containing Materials (ACM) Survey Report	10 business days from date of inspection
Lead Based Paint (LBP) Risk Assessment Report	10 days from date of inspection
Mold Inspection Report	5 business days after inspection

Part IV – Liquidated Damages

Contractor will provide all program-required documents for inspection deliverables. If Contractor fails to meet any deadline specified in Part III of this Exhibit B or fails to provide program-required documentation, the City will suffer harm, the actual damages for which are incapable or difficult of estimation. Therefore, if Contractor fails to meet any deadline, Contractor shall pay liquidated damages to the City in the amount of One Hundred Dollars and 00/100 (\$100.00) per calendar day that exceeds any deadline. If Contractor fails to provide program-required documentation for any inspection, the City will provide notice to Contractor of such missing program-required documentation. Contractor shall be provided a twenty-four (24) -hour¹ “cure period” from the date of the notice to provide the program-required documentation. If Contractor fails to provide the program-required documentation within the cure period, Contractor shall pay liquidated damages to the City in the amount of Fifty Dollars and 00/100 (\$50.00) per day until the program-required documentation is provided to the City. In addition, no payment will be made for the work performed until all program-required documentation is provided to the City. Contractor agrees that these liquidated damages amounts are a reasonable forecast of just compensation for harm that may be suffered by the City. Any liquidated damages assessed shall be deducted first from any earned amounts due to the Contractor.

¹ If the 24-hour deadline falls upon a weekend, holiday, or upon any other day which the City is not open for business, the deadline shall roll to the corresponding time on the next calendar day that the City is open for business.

EXHIBIT C Equal Employment Opportunity Ordinance

1. The contractor, subcontractor, Contractor, supplier, or lessee will not discriminate against any employee or applicant for employment because of sex, race, color, ethnicity, national origin, age, familial status, marital status, military status, religion, disability, sexual orientation, genetic information, gender identity, pregnancy, or any other legally protected characteristic. The contractor, subcontractor, Contractor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, ethnicity, national origin, age, familial status, marital status, military status, religion, disability, sexual orientation, genetic information, gender identity, pregnancy, or any other legally protected characteristic. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, Contractor, supplier, or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the city setting forth the provisions of this equal employment opportunity clause.
2. The contractor, subcontractor, Contractor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to sex, race, color, ethnicity, national origin, age, familial status, marital status, military status, religion, disability, sexual orientation, genetic information, gender identity, pregnancy, or any other legally protected characteristic.
3. The contractor, subcontractor, Contractor, supplier, or lessee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, as amended or superseded, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, Contractor, supplier, or lessee will comply with all provisions of Executive Order No. 11246, as amended or superseded, and the rules, regulations, and relevant orders of the secretary of labor or other federal agency responsible for enforcement of the equal opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the mayor and/or contract administrator(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, Contractor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, as amended or superseded, and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate city and federal officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and workforce statistics of the contractor, subcontractor, Contractor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, Contractor's, supplier's, or lessee's noncompliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor, subcontractor, Contractor, supplier, or lessee may be declared ineligible for further city contracts in accordance with procedures provided in Executive Order No. 11246, as amended or superseded, and such other sanctions may be imposed and remedies invoked as provided in the said executive order, or by rule, regulation, or order of the secretary of labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this equal employment opportunity clause 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 No. 11246 of September 24, 1965, as amended or superseded, so that such provisions will be binding upon each subcontractor or Contractor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or Contractor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the city in the form and to the extent as may be prescribed by the mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT D

DRUG POLICY COMPLIANCE AGREEMENT

I, Tyler Jones Vice President, West Central Region
 (Name)(Print/Type) (Title) as an officer or officer of
Wood Environment and Infrastructure Solutions, Inc.
 (Name of Company) (Contractor)

Have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

8/23/2019
 Date

Tyler Jones
 Contractor Name
 DocuSigned by:
Tyler Jones
 Signature 80C5C19F283344A...
Vice President, West Central Region
 Title

EXHIBIT E

**Certification of No Safety Compliance
In Performance of a City Contract**

I, Tyler Jones, Vice President, West Central Region
(Name) (Title)

as an owner or officer of Wood Environment and Infrastructure Solutions, Inc. (Contractor)
(Name of Company)

have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in §5.18 of Executive Order No. 1-31, that will be involved in performing Residential Inspection Services.
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Human Resources if any safety impact positions are established to provide services in performing this City Contract.

8/23/2019
(Date)

Tyler Jones
(Typed or Printed Name) DocuSigned by:
Tyler Jones
80C5C19F283344A...
(Signature)
Vice President, West Central Region
(Title)

EXHIBIT F Drug Policy Compliance Declaration

I, Tyler Jones Vice President, West Central Region
(Name) (Print/Type) as an owner or officer of
Wood Environment and Infrastructure Solutions, Inc.
(Title) (Contractor)

(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from August to February, 2020.

TJ Initials A written Drug Free Workplace Policy has been implemented and employees notified.
The policy meets the criteria established by the Mayor's Amended Policy on
Drug Detection and Deterrence (Mayor's Policy).

TJ Initials Appropriate safety impact positions have been designated for employee positions
performing on the City of Houston contract. The number of employees in
safety impact positions during this reporting period is _____.

From 1/1/2019 to 8/23/2019 the following test has occurred
(Start date) (End date)

TJ Initials I affirm that falsification or failure to submit this declaration timely in accordance
with established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this
declaration are within my personal knowledge and are true and correct.

8/23/2019
(Date)

Tyler Jones
(Typed or Printed Name)

DocuSigned by:
Tyler Jones
80C9C19F28334FA...
(Signature)

Vice President, West Central Region
(Title)

EXHIBIT "G"
FEDERAL REGULATIONS
CDBG-DR PROGRAM REQUIREMENTS

General Provisions

1. To the extent applicable to the Agreement, the specific work performed under the Scope of Services, or work performed under a specific Task Order:
 - a. Contractor shall comply with the requirements of Title VIII of the Civil Rights Act of 1968 and Title VI of the Civil Rights Act of 1964, relating to prohibitions against discrimination in housing and the benefits of federally funded programs because of race, color, religion, sex or national origin. Contractor shall also adhere to federal regulations prohibiting discrimination on the basis of age under the Age Discrimination Act of 1975, and prohibit discrimination against handicapped individuals under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.
 - b. Contractor shall also comply with the requirements of Executive Order 11246, relating to equal employment opportunity in connection with federally programs. Contractor must also meet the requirements of Executive Orders 11625, 12432 and 12138 relating to the use of minority and women's business in connection with federally funded programs.
 - c. The Contractor shall be deemed to have read and understood and, to the extent such requirements are applicable to the Contractor and the work to be performed hereunder, agrees to abide by all laws and regulations applicable to the CDBG-DR Grant including, but not limited to: Lists of Applicable Laws, Rules and Regulations attached hereto and incorporated herein as Exhibit "G"; the CDBG-DR Project Implementation Manual found at: <http://recovery.texas.gov/local-government/hud-requirements-reports/implementation-manual/index.html>; and the State of Texas Action Plan for Disaster Recovery found at: <http://recovery.texas.gov/action-plans/hurricane-harvey/index.html>.

To the extent applicable to the Agreement, the specific work performed under the Scope of Services, or work performed under a specific Task Order, Contractor shall also comply with the following specific provisions, program requirements and laws.

Specific Provisions

SECTION 1

Title VI of The Civil Rights Act of 1964

Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) ("Title VI") and with Title 24 Code of Federal Regulations (C.F.R.) Part 1, which implements Title VI. In accordance with Title VI, no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives federal financial assistance. The Contractor will immediately take any measures necessary to comply with Title VI. If any real property or structure thereon is provided or improved with the aid of federal financial assistance, this clause shall obligate the owner, or in the case of any transfer of such property, any transferee, to comply with the requirements and restrictions contained in this clause for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

CDBG: 24 C.F.R. § 570.601

SECTION 2

Section 109 of The Housing and Community Development Act of 1974

Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 ("Section 109") and implementing federal regulations, **24 C.F.R. § 570.602**, issued pursuant to Section 109. No person in the United States shall, on the basis of race, color, national origin, or sex, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with community development funds. Section 109 also prohibits discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to any otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

CDBG: 24 C.F.R. § 570.602

SECTION 3

Environmental Standards

Contractor understands that it does not assume the environmental responsibilities located at **24 C.F.R. § 58**.

CDBG: 24 C.F.R. § 570.604

SECTION 4

National Flood Insurance Program

A. If applicable, this Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) for areas identified by HUD as having special flood hazards. The use of any funds provided for acquisition or construction in identified areas shall be subject to the Mandatory Purchase of Flood Insurance requirements of section 102(a) of said act.

B. 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 the land is located in an area identified by HUD as having a special flood hazard, provisions which obligate the transferee and its successors or assigns to obtain and maintain, during the life of the project, flood insurance as required under section 102(a) of the Flood Disaster Protection Act of 1973. These provisions shall be required notwithstanding the fact that the construction on the land is not itself funded with funds provided under this Agreement.

CDBG: 24 C.F.R. § 570.605

SECTION 5

Displacement, Relocation, Acquisition

Contractor understands that projects funded hereunder are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655); and that individuals or businesses that are required to move from real property, permanently or involuntarily as a direct result of rehabilitation, demolition, or acquisition for the project assisted hereunder must be compensated pursuant to the URA.

CDBG: 24 C.F.R. § 570.606

SECTION 6
Section 3 Of The Housing And Urban
Development Act Of 1968

(a) The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701u, "Section 3") applies to the Agreement. Under Section 3, to the greatest extent feasible, for any contract award in excess of \$100,000, the Contractor shall give opportunities for training and employment to lower-income residents of the City and shall award contracts for work in connection with the project to business concerns which are located in or owned in substantial part by persons residing in the City.

(b) The Contractor will comply with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of the Agreement. The Contractor certifies and agrees that there is no contractual or other disability which would prevent compliance with these requirements.

(c) The Contractor shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of the commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

(d) The Contractor will include or have included a Section 3 clause in every subcontract for work in connection with the project. The Contractor shall, at the direction of the City, take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of this Section 3 clause. 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. § 135. The Contractor shall not let any subcontract unless the subcontractor has provided the Contractor with a preliminary statement of ability to comply with the requirements of this Section 3 clause.

(e) Compliance with the provisions of Section 3, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition of the federal financial assistance provided to the project. These provisions are binding upon the City, its contractors and subcontractors, their successors and assigns. Failure to fulfill these requirements shall subject the City, its contractors and subcontractors, their successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided.

(f) The Contractor shall have completed, signed and delivered a Voluntary Compliance Form (provided by the City) to the Director prior to the execution of this Agreement.
CDBG: 24 C.F.R. § 570.607

SECTION 7
Executive Order 11246, as amended by 12086

The Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, 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 Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 C.F.R. § 60.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of the U.S. Department of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government 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 the U.S. Department of Labor, or as otherwise provided by law.
- G. The Contractor will include provisions similar to paragraph A through F in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of the U.S. Department of Labor, issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon subcontractors or vendors. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CDBG: 24 C.F.R. § 570.607

SECTION 8

Lead-Based Paint Poisoning Prevention Act

This contract may be subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846), the implementing regulations at 24 C.F.R. § 35, together with the Federal Lead-Based Paint Regulation, effective September 15, 2000, implementing Title X of the Housing and Community Development Act of 1992. Specifically, this contract may be subject to the provisions for the elimination of lead-based paint hazards pursuant to said regulations, and the Contractor may be responsible for all required inspections and certifications.

CDBG: 24 C.F.R. § 570.608

HOME:

SECTION 9

Use Of Debarred, Suspended, Or Ineligible Contractors or Subrecipients

(a) The Contractor shall not employ, award contracts to, or otherwise engage the services of any contractor or subcontractor during any period of debarment, suspension, or placement in ineligibility status under provisions of 2 C.F.R. § 180 or under the authority of the City.

(b) The Contractor shall not use CDBG funds for any contract for the construction, alteration or repair of the project funded under this agreement with any contractor or subcontractor of a foreign country, or any supplier of products of a foreign country, that is identified by the Office of the United States Trade Representative as discriminating against U.S. Contractors in conducting procurement for public works projects. This restriction covers, without limitation, all architectural, engineering and construction services, and includes all products or goods, except construction equipment or vehicles used during the construction, alteration or repair which do not become part of a delivered structure, product or project.

CDBG: 24 C.F.R. § 570.608

SECTION 10

Uniform Administrative Requirements And Cost Principles

The Contractor shall comply with the policies, guidelines, and requirements of **2 C.F.R. § 200**, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as they relate to the acceptance and use of Federal funds. **The applicable sections of 2 C.F.R. Part 200, or modifications thereto, are set forth at 24 C.F.R. § 570.502.**

CDBG: 24 C.F.R. § 570.610

SECTION 11

Conflict Of Interest

A. In the procurement of supplies, equipment, construction, and services by the City or a subrecipient, the conflict of interest provisions in 2 C.F.R. § 200 respectively, shall apply. In all cases not governed by 2 C.F.R. § 200, the following shall apply:

In all cases not governed by 2 C.F.R. § 200, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient, by its subrecipients, or to individuals, businesses or other private entities under eligible activities which authorize such assistance (e.g. rehabilitation, preservation, and other improvements of private properties

or facilities pursuant to §570.202, or grants, loans and other assistance to businesses, individuals and other private entities pursuant to § 570.203, § 570.204 or § 570.455.

- (i) In accordance with **24 C.F.R. § 570.611**, no persons described in paragraph (ii) (below) who exercise or have exercised any functions with respect to CDBG activities or who are in a position to participate in a decision-making process or gain inside information with regard to CDBG assisted activities, may obtain a personal or financial interest or benefit from, or have any interest in any contract, subcontract, or agreement or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- (ii) The requirements of paragraph (i) apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, of any designated public agency, or subrecipient under which receives funds under the CDBG grant agreement with HUD.

CDBG: 24 C.F.R. § 570.611

SECTION 12

Executive Order 12372

Contractor understands that implementing regulations at 24 C.F.R. § 52 are applicable to planning or construction of water or sewer facilities only, and that such regulation does not impart any responsibility upon it, rather the regulation imposes the Executive Order Review Process upon the City when funds are proposed for activities subject to review.

CDBG: 24 C.F.R. § 570.612

SECTION 13

Eligibility for Certain Resident Aliens

Contractor understands that certain newly legalized aliens, as described in 24 C.F.R. § 49, are not eligible to apply for benefits under activities meeting the requirements of section § 570.208 (a) that either (1) have income eligibility requirements limiting the benefits exclusively to low and moderate income persons or are targeted geographically are otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of application.

Contractor further understands that this restriction applies to covered activities funded under the Housing and Community Development Act of 1974, as amended; and that "benefits" under this section means financial assistance, public services, jobs, and access to new rehabilitated housing and other facilities made available under covered activities funded by the Community Development Block Grant Program. Benefits do not include relocation services and payments to which displaced are entitled by law. Furthermore, these restrictions apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section. Compliance can be accomplished by obtaining certification as provided in **24 C.F.R. § 49.20. [24 C.F.R. § 570.613]**

SECTION 14

Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor for purposes

of meeting program requirements are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without the prior approval of the City.

SECTION 15

Court Actions

The Contractor agrees to give the City immediate notice in writing of any actions or suits filed and prompt notices of any claims made against the City, the Contractor, or any of the parties involved in the implementation and administration of this Agreement.

SECTION 16

Records For Audit Purposes

Without limitation to any other provision of this Agreement the Contractor shall maintain all records concerning the program or project financed under this Agreement which the City reasonably requires for **four years** from the expiration date of the Agreement unless a longer period is required under **24 C.F.R. § 570.502**. The Contractor will give the City, HUD, the Comptroller General of United States, the General Accounting Office, or any of their authorized representatives access to and the right to examine, copy, or reproduce all records pertaining to the acquisition and construction of the project and the operation of the program or project. The right to access shall continue as long as the records are required to be maintained.

SECTION 17

Compliance With Clean Air And Water Acts

This Agreement is subject to the requirements of

the Clean Air Act, as amended (42 U.S.C. 7400 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, **40 C.F.R. § 15**. In compliance with the regulations, the Contractor agrees that:

A. No facility to be utilized in the project or program is listed on the list of Violating Facilities issued by the U.S. Environmental Protection Agency (EPA) pursuant to 40 C.F.R. § 15.20.

B. The Contractor will comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 7414) and section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) pertaining to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 and section 308, and all regulations and guidelines issued thereunder.

C. As a condition for the award of this Agreement, the Contractor shall give prompt notice to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized is under consideration to be listed on the EPA List of Violating Facilities.

D. The Contractor will include or cause to be included the requirements contained in paragraphs A through C of this clause in every lower-tier nonexempt contract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the funds provided under the Agreement be utilized with respect to a facility which 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.

SECTION 18

Architectural Barriers Act and The Americans with Disabilities Act

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. 40.2 or the definition of "building" as defined in 41 C.F.R. 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 C.F.R. Part 40 for residential structures, and Appendix A to 41 C.F.R. Part 101-19, Subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 25, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplished and able to be carried out without much difficulty or expense. **24 C.F.R. § 570.614**

SECTION 19

Audit Requirements

a. Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$500,000 a year in Federal awards are exempt from Federal audit requirements for that year, but records must be available to review and audit as described hereinabove at Section 16. Contractor further understands that limited scope audits can and may be required by the City for Non-Federal entities that expend less than \$500,000. If the City requires such limited scope audits, same shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 - "Audits of States, Local Governments, and Non-Profits" which rescinds Circular A-128, Audits of State and Local Governments (codified at 24 C.F.R. Part 45) and it supersedes the prior Circular A-133, "Audits of Institutions of Higher Education and Other Non-Profit Institutions, issued April 22, 1996 (codified at 24 C.F.R. Part 44).

b. Single Audit - Contractor further understands that Non-Federal entities that expend \$500,000 or more a year in Federal awards shall have a single audit conducted pursuant to A-133, except when they elect to have a program-specific audit pursuant to and as described in A-133. Prior arrangements must be made to conduct such audit. Once the Contract is executed, Contractor understands that it is barred from considering such audit and must have a single audit conducted as described hereinabove.

SECTION 20

Labor Standards/Davis-Bacon Act

To the extent applicable, Contractor shall comply with the federal wage requirements for

federally-assisted construction projects pursuant to the Davis-Bacon Act, as amended.

24 C.F.R. § 570.603

SECTION 21

Executive Order 11063, as amended by Executive Order 12259

Contractor understands that HUD has been directed to take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), sex, or national origin, in the sale, leasing, rental or other disposition or residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are, among other things, provided in whole or in part with the aid of loans, advances, grants or contributions agreed to be made by the Federal Government.

CDBG: 24 C.F.R. Part 107

SECTION 22

Site and Neighborhood Standards

Contractor understands that pursuant to 24 C.F.R. § 882.708 (c), all new construction projects must meet site and neighborhood standards. Limiting conditions are placed on building in areas of minority concentration and racially mixed areas.

CDBG: (NOT APPLICABLE)

SECTION 23

Fair Housing Act

Contractor understands that "Public Law 90-284" refers to Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, et seq.), popularly known as the Fair Housing Act, which provides that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person, because of race, color, religion, sex or national origin. Title VIII further requires the Secretary to administer the programs and activities relating to housing and urban development in a manner affirmatively to further the policies of Title VIII.

CDBG: 24 C.F.R. § 570.601

Byrd Anti-Lobbying Amendment

For any bid, offer, or contract exceeding \$100,000, Contractor shall file with the City a Certification Regarding Lobbying substantially in the form set out in **Exhibit "G-2"**, shall comply with 31 U.S.C. §1352 and include a requirement to comply with 31 U.S.C. §1352, and any applicable implementing regulations, in any subcontractor or lower tier covered transaction it enters into. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Equal Opportunity Clause

Contractor shall comply with the applicable Equal Opportunity Clause required by the United States of America, including but not limited to the provisions of 41 C.F.R. §60-1.4(b). These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 41 C.F.R. § 60-1.4(b), as may be amended, in subcontracts it enters into under this Addendum and Agreement. This summary is set forth in Exhibit "G-3".

CDBG: 24 C.F.R. Part 107

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EXHIBIT “G” (cont.)

CDBG-DR PROGRAM REQUIREMENTS

NON-EXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to a Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funded project, Contractor must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Contractor acknowledges that this list may not include all such applicable laws, rules, and regulations.

Contractor is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in the Texas General Land Office Contract No. 19-147-001-B489;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

The Texas General Land Office Disaster Recovery Implementation Manual (available at <https://recovery.texas.gov/local-government/hud-requirements-reports/implementation-manual/index.html>);

The Texas General Land Office Hurricane Harvey Disaster Recovery Housing Guidelines, as amended (available at <https://recovery.texas.gov/local-government/hud-requirements-reports/housing-guidelines/index.html>);

City of Houston CDBG-DR program Guidelines, as amended (available at <https://recovery.houstontx.gov/hud-requirements-reports/#guidelines>); and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1 (available at <https://recovery.texas.gov/action-plans/hurricane-harvey/index.html>).

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Contractor understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to U.S. Department of Housing and Urban Development ("HUD") programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended,

particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5);

Suspension and Debarment (2 C.F.R. § 200.213); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, 24 C.F.R. § 570.606 and 49 C.F.R. Part 24.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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EXHIBIT "G-1"
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

This Addendum and Agreement is a covered transaction for purposes of the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension). As such, Contractor is required to confirm that neither the Contractor, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing this Addendum, the Contractor, also sometimes referred to herein as a prospective primary participant, is providing the certification set out below.
- 2) The inability of a Contractor to provide the certification required below will not necessarily result in denial of participation in the covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the City's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the City determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the City if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal and voluntarily excluded*, as used in this certification, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
- 6) The prospective primary participant agrees by signing the Addendum that it shall not knowingly enter into any lower tier covered transactions with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction. If it is later determined that the prospective primary participant knowingly entered into such a transaction, in addition to other remedies available to the City, the City may terminate this transaction for cause or default.
- 7) The prospective primary participant further agrees by signing this Addendum that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," as available through the United States Department of Homeland Security, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Wood Environment and Infrastructure Solutions, Inc.

Contractor Company Name	
Tyler Jones	Vice President, West Central Region
Name and Title	8/23/2019
Signature	Date

DocuSigned by:
Tyler Jones
60C5C19F2E3344A...

EXHIBIT "G-2"**ANTI-Lobbying Certification**

The undersigned Contractor certifies, to the best of his or her knowledge, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any City agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 USC § 3801 *et seq.*, apply to this certification and disclosure, if any.

Contractor Name:	Wood Environment and Infrastructure Solutions, Inc.
President:	Ann Massey
Name of Authorized Official:	Tyler Jones
Signature:	DocuSigned by: Tyler Jones
Date:	8/23/2019

EXHIBIT "G-3"

EQUAL OPPORTUNITY CLAUSE

The applicant/Contractor hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this Agreement, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor 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 Contractor 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.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge 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.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor 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.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements 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.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 subcontract or vendor. The Contractor 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 Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant/Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The applicant/Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant/ Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT H:

FLOW-THROUGH PROVISIONS

**GLO Contract No. 19-147-001-B489
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
HARVEY ROUND 1 FUNDING**

For purposes of this Exhibit H, "Subrecipient" shall also refer to "Contractor" and "GLO" shall also refer to the "City," as applicable.



GLO CONTRACT NO. 19-147-001-B489
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
HARVEY ROUND 1 FUNDING

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **CITY OF HOUSTON**, DUNS No. 832431985 (“Subrecipient”), each a “Party” and collectively “the Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-17-DM-48-0001, awarded February 9, 2018, as amended August 14, 2018, and as may be further amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Programs listed in **Attachment A**, as applicable, in the City of Houston (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **SECTION 1.02** below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO. The aggregate use of CDBG-DR funds shall benefit low- and moderate-income families in a manner that ensures that at least 70 percent of the Subaward

is expended for Activities that benefit such persons, unless another percentage is permitted by HUD in a published waiver as specified in the Federal Registers.

(b) Subaward

Subrecipient submitted a Grant Application under the CDBG-DR program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in the amount of **\$1,175,954,338.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, the Program Budgets listed in **Attachment A**, and the **Performance Statements** for the Programs, attached hereto and incorporated herein for all purposes.

The GLO, in its sole discretion, may reimburse Subrecipient for allowable Project costs incurred from August 25, 2017 until the Effective Date of this Contract, in accordance with federal law, but the GLO is not liable to Subrecipient for any costs incurred prior to August 25, 2017 or after the expiration or termination of this Contract.

All funds obtained by Subrecipient from the GLO and utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Program Budgets

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: **GLO Information Security Appendix**

ATTACHMENT G: **Program Completion Report**

PERFORMANCE STATEMENT 1: **Buyout Program**

PERFORMANCE STATEMENT 2: **Economic Revitalization Program**

PERFORMANCE STATEMENT 3: **Homebuyer Assistance Program**

PERFORMANCE STATEMENT 4: **Homeowner Assistance Program**

PERFORMANCE STATEMENT 5: **Housing Administration Program and Planning Program**

PERFORMANCE STATEMENT 6: **Multifamily Rental Program**

PERFORMANCE STATEMENT 7: **Public Services Program**

PERFORMANCE STATEMENT 8: **Single Family Development Program**

PERFORMANCE STATEMENT 9: **Small Rental Program**

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation:

- (1) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (2) The Federal Registers;
- (3) The State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, as amended, found at <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>; and
- (4) Federal Register publications and other relevant guidance documents posted at: <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

“Activity” or “Activities” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in a Subrecipient Performance Statement.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, which documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO, which is the basis for the award of funding under this Contract.

“Benchmark” means the reimbursement milestones identified in a Performance Statement required for release of Administrative and Project Delivery funding throughout the life of the Contract.

“Budget” means the budget for the Programs and Activities funded by the Contract, as specified in **Attachment A** and the **Performance Statements**, respectively.

“C.F.R.” means the United States Code of Federal Regulations.

“CDBG-DR” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“Construction Documents” means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements funded under the Contract.

“Contract” means this entire document, along with any Performance Statement or Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued and provided to Subrecipient, if any.

“Contract Documents” means the documents listed in **SECTION 1.02**.

“Equipment” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit, as further defined at 2 CFR § 200.313.

“Event of Default” means the occurrence of any of the events set forth in **SECTION 3.03** herein.

“Federal Assurances” means Standard Form 424B (non-construction projects) or Standard Form 424D (construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, Disclosure of Lobbying Activities, also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Register(s)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices including U.S. Department of Housing and Urban Development Federal Register Docket Nos. FR-6066-N-01 and FR-6109-N-01 and any other publication affecting Hurricane Harvey – Round 1 CDBG-DR funding allocations.

“Final Inspection Report” means the document submitted by a housing inspector to a Subrecipient under a CDBG-DR Housing contract, indicating the completed construction of one Housing Unit (as defined herein).

“Fiscal Year” means the period beginning July 1 and ending June 30 each year, which is the annual accounting period for the City of Houston.

“GAAP” means “generally accepted accounting principles.”

“GASB” means accounting principles as defined by the Governmental Accounting Standards Board.

“General Affirmations” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“Housing” refers to a project involving home repair, home reconstruction, new home construction, down payment assistance, and buyout and acquisition, including housing for single-family and multi-family rental units under a CDBG-DR contract.

“Housing Unit” means one single-family dwelling or one unit in a multi-family residential complex.

“HUD” means the United States Department of Housing and Urban Development.

“Minimum Property Standards” or “MPS” means the Minimum Property Standards (MPS) established in HUD Handbook 4910.1, as amended or superseded. MPS, as read in the context of this Contract, encompasses housing quality standards established by HUD to provide “decent, safe and sanitary” housing.

“Performance Statement” means a statement of work for each Program listed in **Attachment A**, which includes specific Benchmarks and Activities required under the

Program. The Performance Statements for this Contract are listed in Section 1.02 as **Performance Statement 1, Performance Statement 2, Performance Statement 3, Performance Statement 4, Performance Statement 5, Performance Statement 6, Performance Statement 7, Performance Statement 8, and Performance Statement 9** and are substantially the forms attached hereto and incorporated herein.

“Program” means each Community Development Block Grant Disaster Recovery program administered by the City of Houston and listed in **Attachment A** (collectively, the “Programs”).

“Program Completion Report” means a report created by the GLO and included in **Attachment G**, containing an as-built accounting of all Programs completed under a CDBG-DR program, and all information required for final acceptance of deliverables and Contract closeout.

“Program Guidelines” means, collectively, the individual sets of guidelines adopted by Subrecipient and approved by the GLO governing the implementation of each Program under this Contract, as applicable.

“Project” means the work to be performed under this Contract, as described in Section 1.01(a), above and including all Programs listed in **Attachment A** and further described in the **Performance Statements**.

“Project Manager” means a representative of the GLO Community Development and Revitalization (“CDR”) Program designated to oversee the Project.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Revision” means the GLO’s written approval of changes to Benchmarks, movement of funds among budget categories, and other Contract adjustments the Subrecipient’s Director of Housing and Community Development and the GLO may approve without a formal Amendment.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Subrecipient” means the City of Houston, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of this Contract, issued by the GLO and provided to Subrecipient, applicable to specific subject matter pertaining to this Contract, and to which the addressed Program participants shall be subject as of a specific date.

“U.S.C.” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;
- (c) The term “including” is not limiting, and means “including, without limitation” and, unless otherwise expressly provided in this Contract,
- (d) References to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract:
- (e) References to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation, as may be amended from time to time;
- (f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract;
- (h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters, which will be clearly identified in the Contract. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in the sole discretion of the GLO”;
Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;
- (j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day of Subrecipient;
- (k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received;
- (l) Time is of the essence in this Contract;
- (m) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: 1) any and all applicable federal and state laws, rules, and regulations; 2) the Contract; 3) GLO-approved Program guidelines; 4) **Performance Statements**; and 5) Attachments to the Contract: **Attachment A, Attachment B, Attachment E, Attachment C, Attachment D, Attachment F, and Attachment G.**

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. The GLO shall issue and provide to Subrecipient a Technical Guidance Letter containing the GLO-established invoice submission procedures required under this Contract. Prior to the issuance of the Technical Guidance Letter, the GLO will provide Subrecipient instructions for interim invoicing processes.

With the exception of GLO-approved allowable Project costs incurred after August 25, 2017 and before the Effective Date of this Contract, the GLO must acknowledge the successful completion by Subrecipient of a specific Benchmark, which will require the submission by Subrecipient and approval by the GLO of invoices related to said Benchmark, including invoices for expenses incurred by any subcontractor, before Subrecipient may access additional Administrative and Project Delivery funds for reimbursement as outlined in the Performance Statements.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this contract, at a minimum, quarterly.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251, Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO no later than ninety (90) days after the Contract expires or is terminated. The GLO, in its sole discretion, may deny payment and deobligate remaining funds from the Contract ninety (90) days after expiration or termination of the Contract. The GLO's ability to deobligate funds under this Section 2.02 notwithstanding, the GLO shall pay all eligible reimbursement requests.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete a Program may be made only by written agreement of the Parties, under the formal Amendment process described in Section 8.15, below. Upon completion of any Program, the GLO shall formally close out the Program by issuing a close-out letter to Subrecipient. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT FINAL BUDGETS AND ACTUAL EXPENDITURES AS PART OF THE PROGRAM COMPLETION REPORTS TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATES OR EXPIRES OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE PROGRAM COMPLETION

REPORTS SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE 4** of this Contract. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO or HUD restrictions.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last Party (“Effective Date”) and shall continue until August 16, 2024 or the Project has been fully completed and closed out, whichever date is earlier (“Contract Period”). **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY FORMAL WRITTEN AMENDMENT.**

Subrecipient must meet all Program Benchmarks stated in the Performance Statements. Subrecipient’s failure to meet any Benchmark may result in suspension of payment or termination under SECTION 3.02, 3.03 or 3.04 below.

3.02 EARLY TERMINATION

In the event the State of Texas or HUD eliminates funding under this Contract or the CDBG-DR Program is assigned to another state agency, the GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. **Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.**

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; (iii) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract; or (iv) notwithstanding the GLO’s option to terminate the Contract early under Section 3.02, the GLO fails to comply with any term, covenant, or provision contained in this Contract. Prior to a determination of an Event of Default, the Parties shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The Parties may extend the time allowed to cure any deficiency or potential cause of an Event

of Default. The Parties shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the Parties may avail themselves of any equitable or legal remedy available to them, including without limitation, the withholding of payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The failure of either Party to insist upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy provided in this Contract, shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If the Subrecipient fails to timely submit documentation to the GLO in the time and manner required by the Contract, the GLO may, in its sole discretion, withhold any payments pending Subrecipient's correction of the deficiency.

(a) PROGRAM GUIDELINES

No later than the close of business sixty (60) days subsequent to the Effective Date of this Contract, Subrecipient must submit Program Guidelines to the GLO for approval.

(b) FORMS

Subrecipient must execute the forms included in **Attachment B** and certifies by the execution of this Contract to all affirmations in **Attachment C**, confirming compliance with required state and federal laws applicable to the Contract.

- (i)** General Affirmations are found in **Attachment C** and Subrecipient certifies by the execution of this Contract to all statements therein.
- (ii)** The Federal Assurances for Construction Programs (Standard Form 424D), as applicable to the Project, is found at Page 1 of **Attachment B** and must be executed by Subrecipient.

- (iii) The “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” is found at Page 3 of **Attachment B** and must be executed by Subrecipient.
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in a format to be specified by the GLO for each Program identified in **Attachment A**, on or before on the fifteenth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Any licenses or permits required for the work identified in the Performance Statements shall be included as a part of the monthly Activity status reports for the period during which they are obtained, pursuant to Article 8.01 herein.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **Funds disbursed under each Activity may be subject to recapture and repayment for non-compliance.**
- (b) **To participate in the CDBG-DR program, Subrecipient must have a data universal numbering system (DUNS) number, and a Commercial And Government Entity (CAGE) Code.**
- (c) **Subrecipient must report its DUNS number and CAGE Code to the GLO for use in various reporting documents. A DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration website at:**

<https://www.sam.gov>

Assistance with this web site is available by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution.

In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

SUBRECIPIENT SHALL CARRY OUT THE ACTIVITIES UNDER THE CONTRACT IN A MANNER THAT COMPLIES WITH THE TERMS AND CONDITIONS OF THE CONTRACT AND ALL APPLICABLE LAWS. THE GLO MAY RECAPTURE AND BE REIMBURSED BY SUBRECIPIENT FOR ANY PAYMENTS MADE BY THE GLO (I) THAT EXCEED THE MAXIMUM ALLOWABLE HUD RATE; (II) THAT ARE NOT ALLOWED UNDER APPLICABLE LAWS, RULES, AND REGULATIONS; OR (III) THAT ARE OTHERWISE INCONSISTENT WITH THIS CONTRACT, INCLUDING ANY UNAPPROVED EXPENDITURES. THIS RECAPTURE PROVISION APPLIES TO ANY FUNDS EXPENDED FOR THE PROJECT OR ANY PROGRAM OR ACTIVITY THAT DOES NOT MEET A CDBG-DR PROGRAM NATIONAL OBJECTIVE AS SPECIFIED IN EACH PERFORMANCE STATEMENT OR THAT IS NOT OTHERWISE ELIGIBLE UNDER CDBG-DR REGULATIONS.

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARKS

To ensure all programmatic requirements are met for each Program, the GLO shall only release the final five percent (5%) of each Program Budget upon submittal of completion and acceptance by the GLO of all Activities and Benchmarks identified in each Program's Performance Statement. The GLO shall disburse each Program's retained funds within thirty (30) days following approval of each Program Completion Report and all related closeout documentation necessary to determine that Subrecipient has completed all Activities in accordance with the terms and requirements of the Performance Statement, the Contract Documents, and all applicable laws, rules, and regulations.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) Except for City Materials (as defined below in 6.01(c)), and except for any third-party proprietary intellectual property or information for which the City does not have a legal ownership right, the Parties shall jointly own all right, title, and interest in and to all reports, or other material, data, drawings, computer programs, and codes created under this Contract by either Party, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge. For any City or third-party proprietary intellectual property or information for which the City has a license to use or access, the City shall provide the GLO at least one (1) user license.
- (b) Except for City Materials, and except for any third-party proprietary intellectual property or information for which the City and/or the GLO do not have a legal ownership right, Subrecipient grants the GLO and HUD, and GLO and HUD grants to Subrecipient, a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for governmental purposes, all reports, or other material, data, drawings, computer programs, and codes created under this Contract by either Party, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract by either Party.
- (c) "City Materials" means all works of authorship, materials, information, and other intellectual property created prior to the performance of any City obligation under this Contract, plus any modifications or enhancements thereto and derivative works based thereon, unless any such modifications, enhancements, or derivative works were funded using CDBG-DR funds. For clarity, if modifications, enhancements, or derivative works were funded using CDBG-DR funds, then only the applicable modification, enhancements, or derivative works are not included in the definition of City Materials.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, State of Texas, U.S. Government, or any government employee endorses a product, service, or position the Subrecipient represents. Subrecipient may not state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 PUBLICATION DISCLAIMER REQUIRED

Subrecipient shall include a disclaimer on all public information releases issued pursuant to this Contract stating that the funds for this Project or any Program are provided by the City of Houston and the Texas General Land Office through HUD's CDBG Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain, under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in Attachment D.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Upon the GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits & Monitoring Visits

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall Project, in accordance with federal regulations set forth at 2 CFR § 200.333. **The GLO will notify all CDBG-DR program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses and permits as a part of the monthly Activity status reports for the period during which they are obtained.**

8.02 INDEMNITY

To the extent permitted under the law, except for damages directly or proximately caused by the gross negligence of the GLO, Subrecipient shall indemnify and hold harmless the State of Texas, the GLO, and the officers, representatives, agents, and employees of the State of Texas and the GLO from any losses, claims, suits, actions, damages, or liability (including all costs and expenses of defending against all of the aforementioned) arising in connection with:

- (a) This Contract;
- (b) Any negligence, act, omission, or misconduct in the performance of the services referenced herein; or
- (c) Any claims or amounts arising or recoverable under federal or state workers' compensation laws, the Texas Tort Claims Act, or any other such laws.

Subrecipient shall be responsible for the safety and well-being of its employees, customers, and invitees. These requirements shall survive the term of this Contract until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the GLO. The provisions of this Section shall survive termination of this Contract. Subrecipient has not appropriated any money for payment under this Contract and nothing in this provision requires that funds be assessed or collected or that a sinking fund be created for any Claims arising under this Contract.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is a self-insured governmental entity pursuant to Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

- (d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered, and/or the services rendered by Subrecipient and/or any of its subcontractors, comply with all the terms and provisions of this Contract.

For all construction contracts or subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all labor related documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such contract or subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:

[https://comptroller.texas.gov/purchasing/;](https://comptroller.texas.gov/purchasing/)

and the Federal General Services Administration's System for Award Management (SAM):

<https://www.sam.gov>.

8.06 PURCHASES AND EQUIPMENT

Any purchase of Equipment under this Contract shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment unless and until transferred to the GLO or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment purchased with Program funds under the Contract, including the name of the manufacturer, the model

number, and the serial number, if applicable. The disposition of any Equipment shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, may initiate, in accordance with any legal authority granted by statute, regulation, or rule, communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE 7** herein. The results of such communication will be shared with Subrecipient, in writing, prior to any publication.

8.08 RELATIONSHIP OF THE PARTIES

The Parties to this Contract are associated only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. If applicable, Subrecipient shall be solely responsible for and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contracts Management Division

Subrecipient

City of Houston
900 Bagby St., 4th Floor
Houston, TX 77002
Attention: Director of Housing and Community Development Department

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR A WAIVER OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Subrecipient to suspend performance under this Contract of Programs unaffected by the claim(s) at issue. Notwithstanding this provision, the GLO and Subrecipient reserves all legal and equitable rights and remedies available to it.

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required

under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Subrecipient's failure to mark as "confidential" or a "trade secret" any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release the following information upon receipt of an open records request:

- The amount of CDBG-DR funds expected to be made available;
- The range of Programs or Activities that may be undertaken with CDBG-DR funds;
- The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and
- The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete a Program, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of a Program, the GLO shall issue a close-out letter pursuant to **SECTION 2.03**. The formal amendment process requires submission by the GLO Project Manager of the proposed amended language or amount to the GLO Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during Project performance by the GLO by way of a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by the Subrecipient. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, final **Program Completion Reports** for all Programs performed under this Contract shall be submitted to the GLO and shall include all such informal revisions agreed to by the Subrecipient and GLO over the life of the Contract.

8.16 REVISIONS TO PERFORMANCE STATEMENTS

Performance Statements may be revised by the Subrecipient quarterly and submitted to the GLO for approval. A proposed Revision to any Performance Statement does not require application of the formal Amendment process established in Section 8.15, above, but must be approved by the GLO, in writing, in order to take effect.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachment(s), any Amendment(s) Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the

subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.18 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.20 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Programs and Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare final **Program Completion Reports** confirming final performance measures, budgets, and expenses and the GLO will close the Contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines consistent therewith. The GLO will notify Subrecipient via official closeout letter upon review of the final Program Completion Report.

8.22 INDIRECT COST RATES

Unless Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.23 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, which standards may be located in various

Subrecipient governing documents, including but not limited to, the Subrecipient's Charter, Code of Ordinances, Administrative Procedures, Executive Orders, and Policies and Procedures.

8.24 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission, including GLO Contract No. 19-127-000-B465, and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreement into this contract via a Technical Guidance Letter.

8.25 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the Programs, including ensuring that Program information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 - 1. The amount of CDBG-DR funds expected to be made available;
 - 2. The range of Activities that may be undertaken with the CDBG-DR funds;
 - 3. The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 - 4. A clear statement if any proposed CDBG-DR Activities are likely to result in displacement and the entity's anti-displacement and relocation plan.

- (b) **Complaint Procedures:** Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business, so they may obtain a copy of these written procedures.
- (c) **Technical Assistance:** Subrecipient shall provide technical assistance to all Program participants, regardless of income, abilities, or LMI status, and shall make reasonable accommodations for any potential Program participant who requires assistance to access any Program. For example, Subrecipient shall provide an alternative means for completing a Program application for any applicant who is unable to access an online application.
- (d) Subrecipient shall maintain a citizen participation file which includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.26 SIGNAGE REQUIREMENTS

On any public building or public facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but should be legible from at least three (3) feet distance.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this Section 8.25 shall contain the following:

“This project is funded by the City of Houston, the Texas General Land Office of the State of Texas, and the United States Department of Housing and Urban Development through the Community Development Block Grant Program to provide for disaster recovery and restoration of infrastructure for communities impacted by Hurricane Harvey.”

8.27 PROCUREMENT OF RECOVERED MATERIALS

- (a) To the extent applicable, the Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. That meet contract performance requirements; or
 - iii. At a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials per 2 CFR § 200.322,

information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>, along with the list of EPA-designated items.

8.28 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment F**.

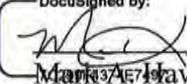
8.29 STATEMENTS OR ENTRIES

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001. Under penalties of 18 U.S.C. § 1001, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Provider are, correct, accurate and complete.

SIGNATURE PAGES FOLLOW

**GLO SIGNATURE PAGE FOR GLO CONTRACT NO. 19-147-001-B489
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

GENERAL LAND OFFICE

DocuSigned by:

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 1/5/2019

OGC 
DD 
SDD 
DGC 
GC 

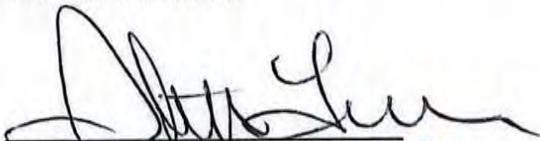
ATTACHED TO THIS CONTRACT:

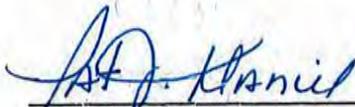
- ATTACHMENT A:** Program Budgets
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** GLO Information Security Appendix
- ATTACHMENT G:** Program Completion Report
- PERFORMANCE STATEMENT 1: Buyout Program**
- PERFORMANCE STATEMENT 2:** Economic Revitalization Program
- PERFORMANCE STATEMENT 3:** Homebuyer Assistance Program
- PERFORMANCE STATEMENT 4:** Homeowner Assistance Program
- PERFORMANCE STATEMENT 5:** Housing Administration Program and Planning Program
- PERFORMANCE STATEMENT 6:** Multifamily Rental Program
- PERFORMANCE STATEMENT 7:** Public Services Program
- PERFORMANCE STATEMENT 8:** Single Family Development Program
- PERFORMANCE STATEMENT 9: Small Rental Program**

CITY OF HOUSTON SIGNATURE PAGE FOLLOWS

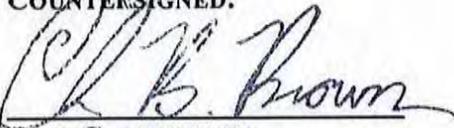
**CITY OF HOUSTON SIGNATURE PAGE FOR GLO CONTRACT NO. 19-147-001-B489
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

CITY OF HOUSTON


MAYOR 1-4-19


CITY SECRETARY Assistant

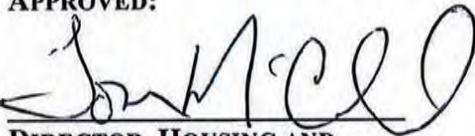
COUNTERSIGNED:


CITY CONTROLLER
Geneth Volk

DATE OF COUNTERSIGNATURE:

1-4-19

APPROVED:


DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT

APPROVED AS TO FORM:


SENIOR ASSISTANT CITY ATTORNEY

ATTACHMENTS FOLLOW

**CITY OF HOUSTON SIGNATURE PAGE FOR GLO CONTRACT No. 19-147-001-B489
SUBRECIPIENT AGREEMENT – HURRICANE HARVEY – ROUND 1**

CITY OF HOUSTON

MAYOR

CITY SECRETARY

COUNTERSIGNED:

DATE OF COUNTERSIGNATURE:

CITY CONTROLLER

APPROVED:

APPROVED AS TO FORM:

DocuSigned by:

Tom McLasland

**DIRECTOR, HOUSING AND
COMMUNITY DEVELOPMENT
DEPARTMENT**

SENIOR ASSISTANT CITY ATTORNEY

ATTACHMENTS FOLLOW

CITY OF HOUSTON PROGRAM BUDGETS

Activity No.	HUD Activity Type	Other Funds	Total
	Homeowner Assistance Program		\$ 392,729,436
	Single Family Development Program		\$ 204,000,000
	Multifamily Rental Program		\$ 321,278,580
	Small Rental Program		\$ 61,205,100
	Homebuyer Assistance Program		\$ 21,741,300
	Buyout Program		\$ 40,800,000
	Public Services		\$ 60,000,000
	Economic Revitalization Program		\$ 30,264,834
	Houston Planning		\$ 23,100,000
	Houston Housing Administration		\$ 20,835,088
	Total		\$ 1,175,954,338

Draft – For review/discussion purposes only. Final Programs and Budgets to be approved by the
 U.S. Department of Housing and Urban Development.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
 Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

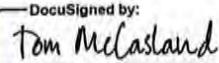
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by: 	TITLE Director
APPLICANT ORGANIZATION City of Houston, Housing and Community Development	DATE SUBMITTED 1/4/2019

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871**

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Houston, Housing and Community Development 19-147-001-B489

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Tom McCasland

SIGNATURE

DocuSigned by:

Tom McCasland

838C2814E5F644F...

DATE

1/4/2019

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure)

1. Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. Report Type: a. initial filing _____ b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.
2. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.
3. Under Section 231.006 of the Family Code, the Subrecipient certifies that Provider's legal entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.
5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
6. Pursuant to Section 2155.003 of the Texas Government Code, Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative, Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
10. If the Contract is not for architecture, engineering, or construction services, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.
11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Subrecipient's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Subrecipient seeks as damages; and (3) the legal theory of recovery.
 - b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

- d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
12. Subrecipient represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Subrecipient does not boycott Israel and will not boycott Israel during the term of the Contract.
 13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
 14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
 15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
17. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.
18. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM
23. SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE

OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
26. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.
27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects

practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
30. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
31. Subrecipient expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Subrecipient represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.
32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to a Program or Activity, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

GLO Housing Guidelines; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination

Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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SPECIAL CONDITIONS

If applicable to a Program or Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Programs or Activities anticipated.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Program or Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001- 4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:
 - i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

- ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars (\$50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of a facility designated a "disaster shelter" is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient

shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the Project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of Program beneficiaries for each Program, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the Program. The guidelines must meet or exceed the requirements in the Federal Registers. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation), as applicable.

N. COMPLIANCE PERIODS FOR PROGRAMS

Subrecipient shall adopt appropriate compliance periods for each Program or Activity, as applicable, in accordance with Federal Register regulations. The specific compliance period and loan term requirements will be recorded in the Program Guidelines, subject to GLO approval.

O. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

P. INELIGIBLE HOUSING ACTIVITIES

The following are ineligible housing activities:

- (1) Forced mortgage payoff
- (2) Incentive payments to households that move to disaster-impacted floodplains
- (3) Properties that served as second homes at the time of the disaster, or following the disaster, are not eligible for rehabilitation assistance or housing incentives
- (4) Rehabilitation/reconstruction of homes located in the floodway
- (5) Rehabilitation/reconstruction of a home where:
 - i. the combined household income is greater than 120 percent AMI or the national median, and
 - ii. the property was as located in a floodplain at the time of the disaster, and

- iii. the property owner did not maintain flood insurance on the damaged property, even when the property owner was not required to obtain and maintain such insurance.
- (6) Assistance for the repair, replacement, or restoration of a property to a person who has failed to meet Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which states that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property.

GLO Information Security Appendix

1. Definitions

“Breach of Security” or “Breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“Personal Identifying Information” or “PII” means information that alone or in conjunction with other information identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1) as of the Effective Date of this Contract.

“Sensitive Personal Information” or “SPI” means the information categories listed at Tex. Bus. & Com. Code § 521.002(2), which as of the Effective Date of this Contract, reads as follows: (A) an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: (i) social security number; (ii) driver's license number or government-issued identification number; or (iii) account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or (B) information that identifies an individual and relates to: (i) the physical or mental health or condition of the individual; (ii) the provision of health care to the individual; or (iii) payment for the provision of health care to the individual. “Sensitive Personal Information” does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all PII and SPI received or generated under the Contract and any documents containing PII or SPI strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect PII and SPI that are consistent with the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractors and their subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any subcontractor of Provider’s subcontractor(s).
- 2.5. Subrecipient will not share PII or SPI with any third parties, except as necessary for Subrecipient’s performance under the Contract.

- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees and contractors, including any subcontractor, that have access to PII or SPI or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII or SPI on behalf of Subrecipient. Subrecipient agrees to maintain and, upon request, provide documentation of training completion. The requirement for initial privacy and security training may be satisfied by verifiable existing security awareness training.
- 2.7. Any PII or SPI maintained or stored by Subrecipient or any contractor, including any subcontractor, must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all data, including PII and SPI, provided to Subrecipient by the GLO.
- 3.2. Upon termination of the Contract, Subrecipient shall promptly return to the GLO all GLO-owned data possessed by Subrecipient and its employees, agents, or contractors, including any subcontractor. Subrecipient shall retain no copies or back-up records of GLO-owned data. If such return is infeasible or causes undue business hardship, as mutually determined by the GLO and Subrecipient, the obligations set forth in this **Attachment G**, with respect to GLO-owned data, shall survive termination of the Contract and Subrecipient shall limit any further use and disclosure of GLO Data to the purposes that make the return of or GLO-owned data infeasible or causes undue business hardship. However, no provision in this Section 3.2 in no event shall circumvent the record-keeping and access requirements of 24 C.F.R. Part 570. In lieu of the requirements in this Section 3.2, the GLO may direct Subrecipient to destroy any GLO-owned data in Subrecipient's possession. Any such destruction shall be certified by Subrecipient.

4. Data Mining

- 4.1. Subrecipient agrees not to use PII or SPI for unrelated purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in the Contract or any document related thereto.
- 4.2. Subrecipient agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of PII or SPI occurs.

5. Breach of Security

- 5.1. Subrecipient agrees to provide the GLO with the name and contact information for a Subrecipient employee which shall serve as the GLO's primary data security contact.

- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Subrecipient, Subrecipient agrees to use commercially reasonable efforts to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than twenty-four (24) hours after discovery. Notification of a Breach of Security or suspected Breach of Security shall be provided by telephone to one of the following GLO Information Security team members: Brandon Rogers, GLO Information Security Officer, at (512) 463-5763; Larissa Cameron, GLO Privacy Officer, at (512) 475-1438; Arturo Montalvo, Director of Information Security, at (512) 463-5316; and the GLO Office of Information Security (OIS) Monitoring Desk at (512) 839-7021. Within five (5) business days, Subrecipient agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.
- 5.4. Subrecipient agrees to take all reasonable steps to promptly mitigate a Breach of Security and reduce the risk of any further Breach of Security.
- 5.5. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, Subrecipient agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

- 6.1. At the GLO's request, Subrecipient agrees to promptly and accurately complete a NIST based information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment. Subrecipient would also agree to provide any external IT service provider's (that they use) SSAE16 SOC Type II, Cloud Security Alliance Cloud Controls Matrix, or similar certification.
- 6.2. In conducting any audit under this section GLO shall keep Subrecipient's business practices and information technology environment ("City Security Information") strictly confidential and shall not use the City Security Information for any other purpose not expressly authorized by the City under this Contract and shall not disclose City Security Information to third parties. GLO shall destroy and certify to such destruction of all City Security Information and any other documents and materials related thereto within five business days of the expiration or termination of this Contract or when the need to know no longer exists, whichever is earlier.
- 6.3. In the event of a breach of system security, subject to applicable laws, Subrecipient shall use reasonable efforts to provide full access and cooperation for all activities determined by HUD and the GLO to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid

resolution of data breaches. All information disclosed, gathered, or accessible to the GLO, or other agency of the State of Texas, the State of Texas or HUD pursuant to this Contract, is considered City Security Information and, subject to applicable laws, is subject to the confidentiality obligations set forth in this Section 6.



Texas General Land Office Community Development & Revitalization Program HOUSING Program Completion Report

Subrecipient/Grant Administrator:

GLO Contract Number: **DUNS No.**

Contract Start Date: **Contract End Date:**

HOUSING

Part I. General Reports

Certificate of Expenditures:

Activity	GLO-CDR Budget	GLO-CDR Funds Drawn To-Date	GLO-CDR Funds not Received (including pending draws)		Local Contribution	Percent Matched
			GLO-CDR Reserved Funds	Unutilized Funds (Deob)		
Total						0 %

Civil Rights & Citizen Participation:

Requirements met and forms attached: Equal Employment Opportunity Section 3 Excessive Force Policy and Resolution Section 504

Fair Housing Activity (describe):

Work Completed Date:

Certifications:

- As Executive Director, I certify that:
- a. All activities undertaken with funds provided under the contract identified in this report, have, to the best of my knowledge, been carried out in accordance with the contract agreement;
 - b. The information contained in this Project Completion Report is accurate to the best of my knowledge;
 - c. All records related to contractor activities are available for review;
 - d. GLO-DR funds were not used to reduce the level of local financial support for housing and community development activities;
 - e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities;
 - f. For all activities undertaken with funds provided under the contract identified in this report, promotion of MBE participation has been undertaken;
 - e. All requirements to Affirmatively Further Fair Housing have been met; and
 - f. Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certificate of Expenditures table as "GLO-CDR Reserved Funds".

Name and Title (Print)	Signature	Date
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Attachments: The following documents support this report.

Original Submittal,
also submitted via email

Revision Date revised:

Part II. Performance Report

Report work performed, performance measures and beneficiary data for each contract budget activity.

Actual Accomplishments:

Activity/Project:			
Project Description/Location:			
Project Accomplishments:		Total #:	

HUD Performance Measures:

Activity	Objective	Outcome
Benefit Indicator		
Special Category		

Beneficiary Detail - Activities

Identify all activities that benefit the persons reported on this sheet; report beneficiary details for those persons and households.

Activity:

Beneficiaries by Demographic:

Gender	No. of Persons			No. of Households (demographics of the Head of Household)		
	Male	Female	Total	Male	Female	Total
Race	Non-Hispanic	Hispanic	Sub-Total	Non-Hispanic	Hispanic	Sub-Total
Grand Total:						

Beneficiaries by Income:

Income Level	No. of Persons	No. of Owner Occupied Households	No. of Renter Occupied Households
Very Low (at or below 30% of the AMFI)			
Low (31-50% of the AMFI)			
Moderate (51-80% of the AMFI)			
Non-Low/Moderate (above 80% of the AMFI)			
Total			

Subtotal - All Low/Mod		
Percent Low/Mod	0.00%	0

Click "+" button to include another Activity/Project.

Part III Final Financial Interest Report

Report all contracts executed under this CDBG-DR contract that are valued at or above \$2,000.

Contracts with no subcontractors		Contract Amount			Qtr Executed
Type of Services	Business Name	CDBG-DR Funds	Other Funds	Total Dollars	

At least one contract executed under this CDBG-DR contract includes subcontracts valued at or above \$10,000.

No contracts executed under this CDBG-DR contract include subcontracts valued at or above \$10,000.

CITY OF HOUSTON

BUYOUT PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Buyout Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide a Buyout Program to remove homes from the housing stock that are in areas with a high risk of flooding or in areas at a high risk of flooding for Low- to Moderate-Income ("LMI") individual households affected by Hurricane Harvey. The Subrecipient may offer buyouts to Low- to Moderate Income individual households under the Low- to Moderate Buyout (LMB) or Low- to Moderate Income Housing Incentive (LMHI) or urgent need (UN), thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible activities for the funds are as listed in HCDA section 105(a)(1), 105(a)(7-9) 105(a)(24-25), 5305(a)(8), 24 CFR 570.20(b)(4), and; 24 CFR 570.201(g) including but are not limited to Buyouts; Demolition; Relocation Assistance; Payment of Non-Federal Share; Housing incentives. A waiver eligible under FR-6066-N-01 permits housing incentives and other requirements for one-for one replacement housing, relocation, and Real property acquisition requirements.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Buyout Program	LMHI	100
Buyout Program	UN	100

Buyout Program

The Subrecipient will offer a Buyout Program that will remove approximately two hundred (200) single family or multifamily homes from areas with high flood risk. The maximum assistance provided to each property will be two hundred fifty thousand dollars (\$250,000) for buyout assistance including incentives/moving and settlement costs and other eligible project costs. The

Subrecipient will purchase residential structures that have flooded and demolish them to create park amenities, open space, or detention areas. The program is voluntary and is intended to assist residents to move out of areas that have been impacted by multiple disasters or are at high risk of flooding from future disasters. The program is also intended to reduce the impact of future disasters, while encouraging targeted revitalization efforts and the creation of open space.

The Subrecipient may work with subrecipients, such as the Harris County Flood Control District or other City Departments to implement this program. If a designee of the Subrecipient is selected, the Subrecipient will work with the designee to choose buyout project locations. Buyouts under this program may be part of a larger City or County buyout strategy, in accordance with a long-term plan for the property to become future open space or detention, to avoid removing a viable property from the housing market. It may include the buyout of impacted single and multifamily housing. Buyout property will be maintained in perpetuity as greenspace, as applicable to buyouts.

To be eligible for Assistance the Residential Structure Homeowner Properties must be Owner-occupied at the time of the storm; served as homeowner's primary residence; sustained damage from Hurricane Harvey; the property is environmentally cleared; and the property is located in a Disaster Risk Reduction Area (DRRA), repetitive flood risk area or Floodplain. The Homeowner applicants and co-applicants must be current on payments for child support; furnish evidence that property taxes are current, under an approved payment plan, or that they have an exemption under current laws and Homeowner applicants must agree to a limited subrogation of any future awards related to Hurricane Harvey, to ensure duplication of benefits compliance.

To be eligible for assistance, the Rental Property must be Renter-occupied at the time of the storm; sustained damage from Hurricane Harvey; the property is environmentally cleared; and the property is located in DRRA, repetitive flood risk area or Floodplain. The Rental Property owners must furnish evidence that property taxes are current, they are under an approved payment plan, or that they have an exemption under current laws.

Buyout Program guidelines will detail applicant or project eligibility requirements, application process, compliance with Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) regulations, and other information.

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City of Houston
Buyout Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Buyout Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_BP-LMI_CityofHouston	Buyout Program – LMHI	\$18,360,000	\$0	\$18,360,000
18-###-###_MI_BP-UN_CityofHouston	Buyout Program - UN	\$18,360,000	\$0	\$18,360,000
18-###-###_MI_BP-LMI_CityofHouston	Project Delivery- BP-LMHI	\$2,040,000	\$0	\$2,040,000
18-###-###_MI_BP-UN_CityofHouston	BP-Project Delivery - UN	\$2,080,000	\$0	\$2,080,000
	TOTAL	\$40,800,000	\$0	\$40,800,000

CITY OF HOUSTON**ECONOMIC REVITALIZATION PROGRAM PERFORMANCE STATEMENT**

Subrecipient shall carry out the following economic revitalization activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide an Economic Revitalization Program to help create job for Low to Moderate Income ("LMI") individuals and to improve the economic viability of areas affected by Hurricane Harvey in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery costs will be not exceed six percent (6%).

Economic Revitalization activities that are eligible for funding are listed in HCDA section 105(a)(17), 105(a)(19), 105(a)(22). Economic revitalization activities must contribute to the long-term recovery and restoration of housing. A waiver eligible under FR-6066-N-01 permits other national objective documentation and public benefit standards.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Economic Revitalization Program	LMI	813 jobs created/ retained

Economic Revitalization Program

The Subrecipient will offer an Economic Revitalization Program, which will support a comprehensive recovery by creating or retaining eight hundred thirteen (813) jobs at or below fifty thousand (\$50,000) per job created or retained for low and moderate-income persons through the provision of capital, credit and technical assistance to businesses, including microenterprises. Assistance may be provided through loans or grants, and assistance may be part of a revolving loan fund. It is intended that this program will support small businesses that include, but is not limited to, those providing housing construction services, to work with and complement the housing programs funded with Community Development Block Grant-Disaster Recovery funds. Economic revitalization activities must contribute to the long-term recovery and restoration of housing. The Subrecipient may utilize public and private nonprofit agencies, authorities, or

organizations and for-profit organizations to carry out the program. The application or Notice of Funding Availability/ Request for Proposal (NOFA/ RFP) process will clearly establish the process and acceptance period, threshold criteria, and the award process. Selection criteria will likely include: the need for program, cost reasonableness and effectiveness, activity management and implementation, and experience/past performance. Eligible subrecipients include public or private nonprofit agencies, authorities, or organizations and for-profit organizations.

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City of Houston
Economic Revitalization Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Project Delivery Funds	Cumulative Billing Cap by Benchmark for Project Delivery Funds
Approval of Notice Housing Guidelines, or NOFA/RFP.	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Economic Revitalization Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_ER-LMI_CityofHouston	Economic Revitalization - LMI	\$28,448,944	\$0	\$28,448,944
18-###-###_MI_ER-LMI_CityofHouston	ER-Project Delivery-LMI	\$1,815,890	\$0	\$1,815,890
	TOTAL	\$30,264,834	\$0	\$30,264,834

CITY OF HOUSTON

HOMEBUYER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Homebuyer Assistance Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide a Homebuyer Assistance Program to provide funds for down payment, closing cost, principal buydown, and other direct financial assistance for Low- to Moderate-Income ("LMI") individual households and households earning between eighty percent (80%) and one hundred twenty percent (120%) Area Median Income (AMI), in order to meet the dual National Objectives of benefiting low- to moderate-income persons and meeting an urgent need, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted at all locations prior to the execution and commencement of work.

This activity is eligible for Community Development Block Grant – Disaster Recovery funds as listed in 24 CFR 570.201(n) and HCDA section 105(a)(24). A waiver eligible under FR-6066-N-01 permits Homeownership assistance for households earning up to one hundred twenty percent (120%) Area Median Income and down payment assistance for up to one hundred percent (100%) of the down payment.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Homebuyer Assistance Program	LMI	200
Homebuyer Assistance Program	UN	452

Homebuyer Assistance Program

The Subrecipient will provide a Homebuyer Assistance Program, which will assist eligible applicant households earning up to one hundred twenty percent (120%) of the area median income (AMI) to purchase a home. The program will assist approximately six hundred fifty-two (652) eligible households, of which it is estimated two hundred (200) will be low to moderate income households. The Homebuyer Assistance Program will prioritize households that were impacted by Hurricane Harvey, to facilitate the movement of low to moderate income households into new homes after their homes were damaged by Hurricane Harvey. Assistance may include down payment assistance, closing cost assistance, principal buydown, and other direct financial assistance to homebuyers to finance the purchase of a home. Direct homeownership assistance under 570.201(n) allows the Subrecipient to pay up to one hundred percent (100%) of the down payment amount required by the lender. The City may also utilize other forms of direct homebuyer assistance such as subsidizing interest rates and mortgage principal amounts, including making grants to reduce the effective interest rate on the amount needed by the eligible household to achieve an affordable mortgage payment level. The maximum amount per unit is thirty thousand dollars (\$30,000). Refer to the Homebuyer Assistance Program Guidelines for additional technical guidance.

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City of Houston
Homebuyer Assistance Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Homebuyer Assistance Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Homebuyer Assistance Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_HBA-LMI_CityOfHouston	Homebuyer Assistance Program - LMI	\$6,000,000	\$0	\$6,000,000
18-###-###_MI_HBA-UN_CityOfHouston	Homebuyer Assistance Program - UN	\$13,567,170	\$0	\$13,567,170
18-###-###_MI_HBA-UN_CityOfHouston	HBA-Project Delivery-LMI	\$666,667	\$0	\$666,667
18-###-###_MI_HBA-UN_CityOfHouston	HBA-Project Delivery-UN	\$1,507,463	\$0	\$1,507,463
	TOTAL	\$21,741,300	\$0	\$21,741,300

CITY OF HOUSTON

HOMEOWNER ASSISTANCE PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Homeowner Assistance Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Homeowner Assistance Program (HoAP)

The Subrecipient will provide City Managed Rehabilitation, Elevation and Reconstruction, Reimbursement, Acquisition, Homeowner Managed Rehabilitation, and Interim Mortgage Assistance. Activities are for Low to Moderate Income ("LMI") individual households and non-Low to Moderate Income individuals that were affected by Hurricane Harvey in order to meet the dual National Objectives of benefiting low-to moderate-income persons and meeting an Urgent Need, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible housing activities allowed under CDBG-DR; HCDA Section 105(a)(1), 105(a)(3-4), 105(a)(8) 105(a)(11), 105(a)(18), and 105(a)(25), 24 CFR 570.201(g) include but are not limited to single family owner-occupied rehabilitation and reconstruction; Hazard mitigation; Relocation assistance; demolition only; other activities associated with the recovery of impacted single family housing stock; payment of non-federal share. A waiver eligible under FR-6066-N-01 permits housing incentives and other requirements for one-for-one replacement housing, relocation, and Real property acquisition requirements. A modification to the limitation on emergency grant payments for interim mortgage assistance will also be used as stated in the same Federal Register.

The following estimated activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
City Managed Rehabilitation	LMI	1,348
City Managed Rehabilitation	UN	67
Reimbursement	LMI	177
Reimbursement	UN	1,519

Acquisition	LMI	35
Homeowner Managed Rehabilitation	LMI	221
Homeowner Managed Rehabilitation	UN	259
Interim Mortgage Assistance	LMI	353
Interim Mortgage Assistance	UN	88
Total		4,067

The City of Houston will be performing the following housing activities as part of the Homeowner Assistance Program (HoAP) within the city limits of Houston. Refer to the Homeowner Assistance Program Guidelines for further technical guidance regarding each program. Guidelines must be posted on the Subrecipient's website.

City Managed, Elevation, Rehabilitation and Reconstruction

The Subrecipient will provide homeowner rehabilitation and reconstruction assistance activities for an estimated one thousand four hundred fifteen (1,415) households of which it is anticipated that one thousand three hundred forty-eight (1,348) will be Low to Moderate Income households. The City will manage and complete the construction process for the rehabilitation or reconstruction of damaged homes on behalf of homeowners. The City anticipates contracting with a firm(s) to provide design and construction services for the rehabilitation or reconstruction of damaged properties.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building codes, the City's Minimum Property Standards (MPS), and compliance with one of the Green Building Standards as required by the Harvey Federal Register.

All reconstructed and newly constructed housing units must comply with the universal design features in new construction, as established by the GLO's Construction Standards, RESCHECK Certification, the International Residential Codes, as required by Subchapter G, Chapter 214, Local Government Code and one of the following Specifications, such as Energy Standards verified by a U.S. Department of Energy Building Energy Codes Program. All replacement housing, including manufactured housing units or modular homes, must comply with Housing and Urban

Development (HUD), program guidelines, construction standards and state, local, or regional building codes, as applicable.

Subrecipient shall conduct at a minimum a 50% inspection and final inspection as required by the GLO rehabilitation and reconstruction standards to meet the International Residential Code 2012, or the Local, County, State, or Federal Code, whichever is most stringent. If any Housing Units are located within a Catastrophe Area, as defined in Section 2210.005 of the Texas Insurance Code and suffer damage due to windstorms and/or hail, Subrecipient obtain certificates of completion from the Texas Department of Insurance pursuant to the requirements of Section 2210.2515 of the Texas Insurance Code and City's permitting office.

Reimbursement

The Subrecipient will offer a reimbursement option to an estimated one thousand six hundred ninety-six (1,696) households of which it is estimated that one hundred seventy-seven (177) will be Low to Moderate Income households. The assisted households will have completed partial or full repairs on their home before applying to the program. Households may be eligible for reimbursement of eligible expenses incurred, prior to application to the program, for work performed to minimum program standards, following an environmental clearance. Xactimate or a similar industry standard tool will be used to ensure cost reasonableness and the work will be verified through an on-site inspection by subrecipient or subrecipient's designee.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building codes, including the City's Minimum Property Standards (MPS).

Subrecipient shall conduct a final inspection (site inspection verifying completion of repairs).

Homeowner Managed Rehabilitation, Elevation and Reconstruction

The Subrecipient will provide a Homeowner Managed Rehabilitation option for four hundred eighty (480) households of which it is estimated that two hundred twenty-one (221) will be Low to Moderate Income households. The Subrecipient will assist homeowners to manage their own rehabilitation process and will provide construction advisory services for homeowners. The program will allow homeowners who have started the process and are under contract with a contractor at the time of application but need financial assistance to complete repairs. Homeowners will select their own licensed and insured contractor(s) and contract verifications, subject to approval and verification by the Subrecipient. Xactimate® or similar industry standard tools will be used to ensure cost reasonableness and the work will be validated through an on-site inspection. Homeowner managed rehabilitation, elevation, and reconstruction will only be available to homeowners who have initiated the repair process and are under contract with a contractor at the time of application.

Subrecipient must ensure that, upon completion, the rehabilitated, repaired, or reconstructed portion of each property complies with local building codes, and that the entire structure complies with local health and safety codes and standards and all applicable federal, state, and local building codes, including the City's Minimum Property Standards (MPS)

Subrecipient shall conduct progress inspections to verify repairs are completed and requirements are satisfied.

Acquisition

The Subrecipient may elect to voluntarily acquire single family homes for rehabilitation or reconstruction. The home acquired may then be reconstructed through the Single-Family Development Program or rehabilitated or reconstructed by partners. These homes would then be offered for sale to Low to Moderate homebuyers or to another homeowner with a damaged home. It is estimated that the Acquisition option may acquire an estimated thirty-five (35) homes. Assistance will be provided to homeowners located in a floodplain or residing in a repetitive flood area that agree to relocate outside of the floodplain. The Relocation incentive assistance will be offered. Applicant may receive post-disaster fair market value, which may include incentives. However, incentives may not be given to applicants that move into disaster-impacted floodplains.

Interim Mortgage Assistance

The Subrecipient will offer interim mortgage assistance for an estimated four hundred forty-one (441) households of which it is estimated that three hundred fifty-three (353) will be Low to Moderate Income households. Assistance will be provided to homeowners being served under the Homeowner Assistance Program who are making both a mortgage payment on their storm-damaged home and making a rental payment for their temporary home. These homeowners may be eligible to receive up to twenty (20) months of assistance based on the lesser of their monthly mortgage and temporary rental housing payments. This option may be considered when the rehabilitation or reconstruction of a home extends beyond three (3) months, during which mortgage payments may be due, but the home remains uninhabitable. Determination of reasonable and necessary award amounts, including duplication of benefits calculation, retroactive eligibility, and specific performance milestones for the rehabilitation/reconstruction of homes, will be established in the program guidelines.

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City of Houston
Homeowner Assistance Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

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City of Houston
Homeowner Assistance Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
City Managed Rehabilitation	Rehabilitation & Reconstruction - LMI	\$156,382,597	\$0	\$156,382,597
City Managed Rehabilitation	Rehabilitation & Reconstruction - UN	\$5,345,649	\$0	\$5,345,649
Reimbursement	Reimbursement -LMI	\$14,138,260	\$0	\$14,138,260
Reimbursement	Reimbursement -UN	\$121,553,039	\$0	\$121,553,039
Acquisition	Acquisition - LMI	\$7,069,130	\$0	\$7,069,130
Homeowner Managed Rehabilitation	Homeowner Managed Rehabilitation - LMI	\$17,672,825	\$0	\$17,672,825
Homeowner Managed Rehabilitation Option	Homeowner Managed Rehabilitation - UN	\$20,691,298	\$0	\$20,691,298
Interim Mortgage Assistance	Interim Mortgage Assistance Option - LMI	\$8,482,956	\$0	\$8,482,956
Interim Mortgage Assistance	Interim Mortgage Assistance Option - UN	\$2,120,739	\$0	\$2,120,739
Project Delivery	HoAP - Project Delivery - LMI	\$22,778,307	\$0	\$22,778,307
Project Delivery	HoAP - Project Delivery - UN	\$16,494,636		\$16,494,636
	TOTAL	\$392,729,436	\$0	\$392,729,436

City of Houston
Administration and Planning Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_Admin-CityOfHouston	Administration Program	\$20,835,088	\$0	\$20,835,088
18-###-###_MI-Plan-CityofHouston	Planning Program	\$23,100,000	\$0	\$23,100,000
	TOTAL	\$43,935,088	\$0	\$43,935,088

CITY OF HOUSTON

MULTIFAMILY RENTAL PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient’s approved Multifamily Rental Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will repair multifamily properties and build new multifamily developments for Low- to Moderate Income (“LMI”) individual households affected by Hurricane Harvey, in order to meet the National Objective of benefiting low- to moderate income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) and two percent (2%), respectively, of the total grant allocation. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible activities include rehabilitation, reconstruction, new construction, and acquisition. HCDA Section 105 (a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15). A waiver eligible under FR-6066-N-01 permits new housing construction.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Multifamily Rental Program	LMI	1,530

Multifamily Rental Program

The Subrecipient will offer a Multifamily Rental Housing program to provide an additional one thousand five hundred thirty (1,530) affordable units for low- to moderate-income households within the City of Houston. The program will include new construction, the acquisition and/or rehabilitation of multifamily rental housing, and strategic land acquisition for multifamily developments. The program will address the affordable housing shortage and meet the needs of disaster impacted rental households, including those in public housing. This program will also provide housing designed to meet the needs of special populations. Subrecipient will prioritize transactions leveraged with housing tax credits, conventional equity, conventional debt, tax exempt debt, deferred developer fees, seller notes, in-kind equity and other potential funding sources. The maximum award is forty million dollars (\$40,000,000) per development. The eligibility criteria include the following:

- i. Project must meet Community Development Block Grant-Disaster Recovery eligibility requirements

- ii. Development must be located within the city limits of Houston, except in certain cases where the City and County partner on projects that provide housing
- iii. At a minimum, fifty-one percent (51%) of the units rehabilitated or developed will be reserved for a lien period for low to moderate income households earning eighty percent (80%) or less of the Area Median Family Income (AMFI) at affordable rents. For rehabilitation or reconstruction, the lien period will be a minimum of fifteen (15) years, and for new construction, the lien period will be a minimum of twenty (20) years.
- iv. Any substantial rehabilitation, as defined by 24 CFR 5.100, or new construction of a building with more than four rental units will include installation of broadband infrastructure, as required.
- v. Property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so.
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.

Refer to the approved Multifamily Rental Program Guidelines for further technical guidance.

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City of Houston
Multifamily Rental Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Multifamily Rental Program Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Multifamily Rental Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_R-Multi-LMI_CityOfHouston	Multifamily Rental Program - LMI	\$289,150,722	\$0	\$289,150,722
18-###-###_MI_R-CityOfHouston	Multi-Project Delivery-LMI	\$32,127,858	\$0	\$32,127,858
	TOTAL	\$321,278,580	\$0	\$321,278,580

CITY OF HOUSTON

PUBLIC SERVICES PERFORMANCE STATEMENT

Subrecipient shall carry out the following public services activities in the City of Houston in strict accordance with the terms of the Subrecipient's approved Public Services Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide public services to approximately three hundred thousand (300,000) low- and moderate-income ("LMI") persons affected by Hurricane Harvey to support residents to find housing, remedy housing issues, or to become more resilient in future disasters in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten percent (10%) for housing activities and 6% for non-housing activities and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted on all projects prior to the execution and commencement of work. Eligible activities include the provision of public services as listed in HCDA Sec. 105(a)(8).

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Public Services	LMI	300,000

Public Services Program

The Subrecipient will provide public services to approximately three hundred thousand (300,000) low to moderate income persons. The program will provide a comprehensive approach to recovery for Houstonians. These services will support residents to find housing, remedy housing issues, and/or become more resilient in future disasters, creating a stronger, more prepared community. Services will be made accessible to individuals with wide-ranging barriers through varying outreach strategies, partnerships with organizations serving people with disabilities, and making accommodations, as needed.

Services may include housing counseling, legal assistance, transportation services, fair housing services, health/mental health services, employment training, workforce development, and other services to address the needs of those impacted by Hurricane Harvey. To address the needs of those impacted who have become homeless or are at risk of becoming homeless. Housing

counseling and legal assistance services will assist in furthering fair housing by addressing housing barriers and allowing residents greater choice to move to neighborhoods with higher opportunity. Employment training and workforce development programs, including those that support housing recovery and housing construction, will address the need for job skills to support recovery. In addition, workforce development will help boost long-term recovery by supplying residents of impacted communities with the necessary skills and opportunities to increase household income. To address the needs of those impacted who have become homeless or are at risk of becoming homeless, services may include subsistence payments, rental housing subsidies, security deposits, and other services to assist in housing and/or rehousing this population.

The provision of public services is also intended to assist residents in preparing and qualifying for housing programs offered by the Subrecipient. Remedying title or tax issues through legal services and providing housing counseling for low to moderate income communities may prepare more residents to become eligible for programs such as the Subrecipients Homeowner Assistance and Homebuyer Assistance Programs.

Refer to the approved Public Services Guidelines for further technical guidance.

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City of Houston
Public Services Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Public Services Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Public Services Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_Public-LMI_CityofHouston	Public Service - LMI	\$56,760,000	\$0	\$56,760,000
18-###-###_MI_Public-LMI_CityofHouston	Public-Project Delivery-LMI	\$3,240,000	\$0	\$3,240,000
	TOTAL	\$60,000,000	\$0	\$60,000,000

CITY OF HOUSTON

SINGLE FAMILY DEVELOPMENT PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient’s approved Single Family Development Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will provide new affordable single family homes for Low- to Moderate-Income (“LMI”) individual households affected by Hurricane Harvey, in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted at all locations prior to the execution and commencement of work.

New construction is eligible based on information provided in the Federal Register waiving the requirements of 42 U.S.C.(a) HCDA Section 105 (a)(1), 105(a)(4), 105(a)(7-8), 105(a)(11), 105(a)(14-15); A waiver eligible under FR-6066-N-01 permits new housing construction.

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Single Family Development	LMI	1,020

Single Family Development Program

The Subrecipient will offer a Single Family Development Program to provide one thousand twenty (1,020) new affordable single family homes for low and moderate income homebuyers This program will work in conjunction with other recovery programs to provide housing options for those directly impacted by Hurricane Harvey and those indirectly impacted due to the resulting shortage of available housing.

The construction cost is limited to two hundred thousand dollars (\$200,000) per home, however additional allocations, above the two hundred thousand dollars (\$200,000) threshold may be provided to address certain site-specific conditions including accessibility needs environmental

issues, resiliency/mitigation measures, municipal ordinances, and neighborhood requirements. Additional allocations may be allowed based on the submitted application, onsite inspection and additional requirements that will be outlined in the Standard Operating Procedure. The City will work with applicants who require American with Disabilities (ADA) accommodations to select properties that satisfy their ADA needs; and/or will incorporate ADA construction for new homes built on empty lots. The maximum award of assistance was estimated utilizing information from existing repair and reconstruction programs. The maximum amount of assistance for each unit constructed and inclusive of site-specific conditions shall not exceed two hundred seventy-two thousand dollars (\$272,000). Refer to the approved Single-Family Development Guidelines for further technical guidance.

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City of Houston
Single Family Development Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Housing Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Single Family Development Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_SF-LMI_CityofHouston	Single Family Development Program - LMI	\$183,600,000	\$0	\$183,600,000
18-###-###_MI_SF-LMI_CityofHouston	SF Project Delivery -LMI	\$20,400,000	\$0	\$20,400,000
	TOTAL	\$204,000,000	\$0	\$204,000,000

CITY OF HOUSTON

SMALL RENTAL PROGRAM PERFORMANCE STATEMENT

Subrecipient shall carry out the following housing activities in the City of Houston in strict accordance with the terms of the Subrecipient’s approved Small Rental Program Guidelines, Contract, and all Attachments, whether attached physically or incorporated by reference.

Project Description

The Subrecipient will rehabilitate small rental properties (one (1) to seven (7) units) for Low- to Moderate-Income (“LMI”) individual households affected by Hurricane Harvey in order to meet the National Objective of benefiting low- to moderate-income persons, thus satisfying the criteria listed in Section 104(b)(3) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(b)(3)). Project Delivery and Administration costs, as defined in the State of Texas Plan for Disaster Recovery, enacted May 1, 2018, as amended, will not exceed ten (10%) and two percent (2%), respectively, of the total grant allocation for both Non-Rental and Rental Activities. An environmental review must be conducted at all locations prior to the execution and commencement of work.

Eligible Program activities include Rehabilitation, Reconstruction, New Construction, and Acquisition. HCDA Section 105 (a)(1), 105(a)(3-4), 105(a)(7-8), 105(a)(11), and 105(a)(14-15). A waiver eligible under FR-6066-N-01 permits new housing construction

The following activities will be assisted under the Contract:

Activity Type	National Objective	Estimated Number of Activities Served
Small Rental Program	LMI	600

Small Rental Program

The Subrecipient will provide a Small Rental Program to rebuild the affordable rental housing stock damaged by Hurricane Harvey by rehabilitating small rental properties (defined in this program as individual buildings with no more than seven (7) residential units) and create new housing stock through infill development of new small rental properties. This program, along with the Multifamily Rental Program, intends to meet the increased demand for affordable rental housing in Houston by rehabilitating or building approximately six hundred (600) units of rental housing, which will be available to low-and moderate-income households. It will provide financial assistance, through forgivable loans, to landlord applicants who serve a low- to moderate-income market. Refer to the approved Small Rental Program Guidelines for further technical guidance.

Property owner applicants must provide proof that the property taxes are current, have an approved payment plan, or have an approved property tax exemption in place. Applicants must agree to a limited subrogation of any future awards related to Hurricane Harvey according to duplication of benefits requirements and agree to lien period and lien requirements.

Properties must not be in a floodway and have an environmental clearance.

Developments must meet Community Development Block Grant- Disaster Recovery eligibility requirements and be located within the city limits of Houston (except in certain cases where the City and County partner on projects that provide housing).

If a single-family unit is rehabilitated or developed, it must be reserved for low to moderate income households. At least two (2) units in a duplex or triplex must be reserved for low to moderate income households. Any substantial rehabilitation, as defined by 24 CFR 5.100, or new construction of a building with more than four (4) rental units will include installation of broadband infrastructure, as required. Developments may include more than one (1) property, such as with a scattered site rental development.

Property owners receiving disaster assistance that triggers the flood insurance purchase requirement have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance in writing and to maintain such written notification in the documents evidencing the transfer of the property, and the transferring owner may be liable if he or she fails to do so. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement.

Applicable elevation requirements will apply to development and rehabilitation.

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City of Houston
Small Rental Program Benchmarks

Benchmark	Incremental Cap for Charges by Benchmark for Administration and Project Delivery Funds	Cumulative Billing Cap by Benchmark for Administration and Project Delivery Funds
Approval of Small Rental Program Guidelines	15%	15%
15% of Program Funds drawn by Subrecipient	15%	30%
25% of Program Funds drawn by Subrecipient	15%	45%
50% of Program Funds drawn by Subrecipient	15%	60%
75% of Program Funds drawn by Subrecipient	15%	75%
100% of Program Funds drawn or activities closed by Subrecipient	20%	95%
Closeout of Program accepted	5%	100%

City of Houston
Small Rental Program Budget

Activity No	HUD Activity Type	Grant Award	Other Funds	Total
18-###-###_MI_R-Small-LMI_CityofHouston	Small Rental Program - LMI	\$55,084,590	\$0	\$55,084,590
18-###-###_MI_R-Small-LMI_CityofHouston	Small - Project Delivery- LMI	\$6,120,510	\$0	\$6,120,510
	TOTAL	\$61,205,100	\$0	\$61,205,100