



CITY OF HOUSTON

HCD Purchasing Unit 3200

SRO NUMBER MUST APPEAR ON ALL PAYMENT AND
DELIVERY CORRESPONDENCE

**POSSIBLE DUPLICATE COPY DO NOT DUPLICATE SHIPMENT
OR SERVICE**

SERVICE RELEASE ORDER

Vendor Address

Vendor Address Number 143172

ICF INCORPORATED LLC

9300 LEE HIGHWAY

FAIRFAX VA 22031

USA

Mail Invoice to

COH HOUSING & COMMUNITY DEV

FINANCIAL SERVICES SEC, ACCT PAY

PO Box 1562

HOUSTON TX 77251-1562

Information

SRO Number/Date 4500309088-0 / 09/03/2019

CoH Vendor Number 143172

Page 1 of 2

Buyer's Name Arva Dearborne 458

Buyer's Telephone Number 832-394-6328

Buyer's Fax Number

Buyer's E-mail Address Arva.dearborne@houstontx.gov

**CONFIRM RECEIPT AND ACCEPTANCE OF PURCHASE ORDER
TO BUYER'S E-MAIL ADDRESS**

Shipping Address

HOUSING & COMMUNITY DEVELOPMENT

PROCUREMENT SERVICES

2100 TRAVIS, 9TH FLOOR

HOUSTON TX 77002

USA

Terms of payment :

Pay immediately w/o deduction

Currency USD

Shipping Terms

FOB(Free on board) /DESTINATION

Our reference:

2018-0894

Your person responsible: STEVE POWELL

Your reference:

2018-0894

ICF INCORPORATED, LLC

OUTREACH, INTAKE, AND CASE MANAGEMENT SERVICES AGMTS. FOR HURRICANE HARVEY RECOVERY SERVICES, ESTABLISHING A
MAXIMUM CONTRACT AMOUNT

TERM EFFEC CS DATE IS 1 YR. W/2-1 YR TERMS

CONTRACT AMT. \$35,773,197.00

CS 11/8/2018

| Item | Quantity | UM | Material # / Description | Unit Cost | Extended Cost |
|--------------|----------|----|---|-------------------|---------------|
| 10 | 1.00 | AU | 95215 CASE MANAGEMENT ICF Inc. -Outreach, Intake, Case Mgmt Release Order against contract 4600015127 Item 00030 9/3/19 AYD Additional SRO created for \$7,000,000 as ordinance is approved for \$35,773,197.00 | 7,000,000.00 / AU | 7,000,000.00 |
| Gross Price | | | USD 1 AU | 1.000 | 7,000,000.00 |
| 7,000,000.00 | | | *** Item partially delivered *** | | |
| | | | Expected value of unplanned services: 7,000,000.00 | | |



CITY OF HOUSTON
HCD Purchasing Unit 3200

SRO NUMBER MUST APPEAR ON ALL PAYMENT AND
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OR SERVICE**
SERVICE RELEASE ORDER

PO number/date 4500309088 -0 / 09/03/2019 Page 2 of 2

Delivery Date: 03/31/2020

Total **** **USD 7,000,000.00**

NCA EXECUTED BY MAYOR 4/22/2019

CS 4/24/2019

CS 11/8/2018

NOTICE -- This is a contract release order against the contract referenced herein. The terms and conditions in the referenced contract are hereby incorporated into this contract release order as if set forth in full text. All work performed pursuant to this contract release order shall be performed in strict accordance with the referenced contract's statement of work/scope of services.

I hereby certify a certificate of the necessity of this expenditure is on file in this department.

I hereby certify that the expenditure for the above goods has been duly authorized and appropriated and that sufficient funds are available to liquidate same.

Mayor

Chief Procurement Officer

Controller

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

4600015127
2018-0894

OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES AGREEMENT

The City and Contractor agree as follows:

1. PREAMBLE

1.1 Parties

1.1.1 This OUTREACH, INTAKE AND CASE MANAGEMENT SERVICES AGREEMENT ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City"), a Texas home-rule city, and ICF INCORPORATED, L.L.C. ("Contractor"). City and Contractor may be collectively referred to as the "Parties" and individually as a "Party".

1.2 Addresses

1.2.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City
City of Houston
Housing and Community
Development Department
P.O. Box 1562
Houston, Texas 77251

Contractor
ICF Incorporated, L.L.C.
9300 Lee Highway
Fairfax, VA 22031
Email: Kevin.Berry@icf.com

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1.4 Parts Incorporated.

1.4.1 The above described sections, exhibits and recitals are incorporated into this Agreement.

1.5 Controlling Parts.


1.5.1 If there is a conflict between any of the Program Documents, such conflict shall be resolved in the following order of precedence: Grant Agreement between the Texas General Land Office ("GLO") and the United States Department of Housing and Urban Development ("HUD") for the CDBG-DR17 Program (Hurricane Harvey), a copy of which will be provided to Contractor upon receipt; then the HUD CDBG-DR17 Guidelines; then the GLO Hurricane Harvey Disaster Recovery Housing Guidelines; then the Contract between the City and the GLO relating to the CDBG-DR17 Program (Hurricane Harvey), a copy of which will be provided to Contractor upon receipt; then this Agreement between the City and Contractor, and then any authorized Change Orders.

Remainder of Page Intentionally Left Blank

1.6 Signatures.

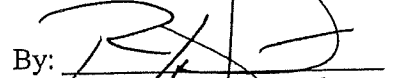
1.6.1 The Parties have executed this Agreement in multiple copies, each of which is an original. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that 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.

CITY OF HOUSTON:


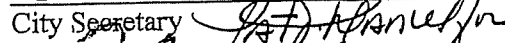
By: 
Name: _____
Title: _____

CONTRACTOR:

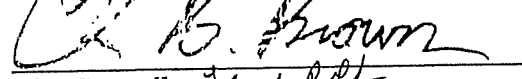
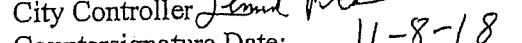
ICF INCORPORATED, L.L.C.

By: 
Name: Robert Francis Toth
Title: Senior Vice President,
Contracts and Administration
Federal Tax ID No.: 52-0893615

ATTEST/SEAL:

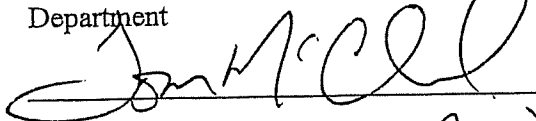

City Secretary 

COUNTERSIGNED:

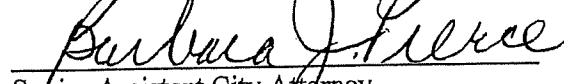

City Controller 
Countersignature Date: 11-8-18
("Effective Date")

APPROVED:

Director, Housing and Community Development
Department

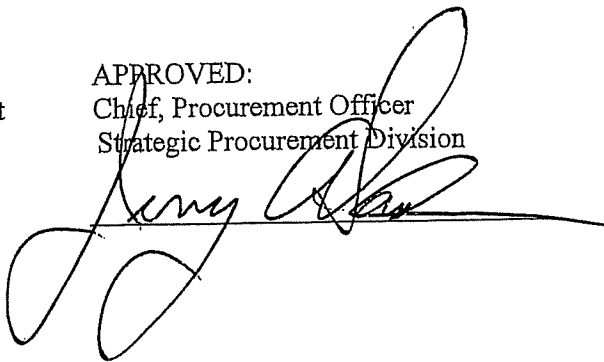


APPROVED AS TO FORM:


Senior Assistant City Attorney
LD. File No.

APPROVED:

Chief, Procurement Officer
Strategic Procurement Division



2. DEFINITIONS

In addition to the words and terms defined elsewhere in this Agreement, the following terms have the meanings set out below:

- 2.1.1 "Administrative and Audit Regulations" means the regulations included in Title 2 CFR Part 200; Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of this Agreement. With regard to any federal funding agencies with the necessary legal authority include: HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, with regard to any state funding, state agencies with the necessary legal authority include: the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.
- 2.1.2 "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
- 2.1.3 "Business Day" means any calendar day except Saturdays, Sundays and full-day holidays for employees of the City (as designated by City Council).
- 2.1.4 "Chief Procurement Officer" or "CPO" means the City's Chief Procurement Officer, or any person designated by the CPO to perform one or more of the CPO's duties under this Agreement.
- 2.1.6 "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.1.7 "City Attorney" means the City Attorney of the City or any person designated by the City Attorney to perform one or more of the duties of the City Attorney under this Agreement.
- 2.1.8 "City Data" means any Confidential City Information, or Information as those terms are defined in Section 3.14 of this Agreement, services to be provided under the Scope of Services as that term is defined in Section 2.1.29 of this Agreement, Documents that the City or persons acting on the City's behalf provides, makes available to, or transmits to Contractor on the City's behalf; and Documents Contractor receives, obtains, has access to, modifies, creates, develops, analyzes, uses for modeling or other services under this Agreement or otherwise prepares in connection with this Agreement.
- 2.1.9 "Contract Price" means the price to be paid by the City to the Contractor for the performance of the Scope of Services under this Agreement pursuant to the Fee Schedule as previously agreed to by the City and Contractor and attached to this Agreement as Exhibit "A-1". Any changes in the Contract Price shall only result from authorized revisions to the Scope of Services and Fee Schedule. The Contract Price shall be paid monthly pursuant to a Request for Payment made by Contractor.
- 2.1.10 "Contractor" is defined in the preamble of this Agreement and includes its successors and assigns as well as its legal counsel or law firm subcontractor.
- 2.1.11 "Contractor's Request for Payment" means the Contractor's monthly request for a portion of the Contract Price, including invoices, description of Services and other items the Director may require to support the Request for Payment.

- 2.1.12 "Countersignature Date" means the date the City of Houston Controller countersigns this Agreement and the date this Agreement becomes effective and binding on the Parties.
- 2.1.13 "Deliverables" mean a unit or increment of work to include any item, report, data, document, photograph, drawing, process, computer program or code, or other submission required to be delivered under the terms of this Contract, in whatever form.
- 2.1.14 "Director" means the Director of Housing and Community Development Department ("HCDD") of the City, or any person designated by the Director to perform one or more of the Director's duties under this Agreement.
- 2.1.15 "Documents" means all original and non-identical copy of any written, typed, or printed matter, or electronically stored information, of any kind or description. The word "documents" includes, but is not limited to, the following: agendas, analyses, audio or video recordings, bulletins, charts, circulars, communications (including any interoffice, social media, and other communications), computations, computer programs, copies, correspondence, data, databases, data compilations, data prototypes, designs, diagrams, diskettes, documents, drafts, drawings, electronic mail (email), electronically stored information, exhibits, facsimiles, forms, graphs, guides, images, information, inventions, items, letters, logs, manuals, maps, images, materials, memoranda, metadata, microfilm, minutes or meeting minutes, models, notes, notations, notebooks, operating manuals, original tracings of all drawings and plans, other graphic matter (however produced or reproduced), pamphlets, photographs (including any digital or film photographs), plans, printouts, policies, procedures, records, recordings (including any audio, video, digital, film, tape, and other recordings), reports, social media communications, software, specifications, tabulations, telegrams, underlying data, works, worksheets, work products, writings, and any other writings or recordings of any type or nature (and any revisions, modifications, or improvements to them), plans, and other work products prepared, obtained, modified, or created by the Contractor pursuant to or in connection with this Agreement.
- 2.1.16 "GLO Contract" means the Contract between the Texas General Land Office and the City of Houston relating to the Hurricane Harvey CDBG-DR17 Program.
- 2.1.17 "Guidelines" shall mean any GLO and/or City developed guidelines, policies and procedures related to the CDBG-DR program and other City housing programs for which Contractor may provide services under this Agreement.
- 2.1.18 "Homeowner" means the owner/occupant of a single-family structure who applies and qualifies for participation in the Program.
- 2.1.19 "Include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation."
- 2.1.20 "Notice to Proceed" means an individually negotiated document, issued by the Director, authorizing Contractor to proceed with the performance of services under the Agreement, which date of issuance shall not be prior to the Countersignature Date.
- 2.1.25 "Program" refers to the CDBG-DR Programs and any other City housing program that may be agreed upon the Parties, in which services will be performed that are consistent with Scope of Services contained herein.

- 2.1.22 "Program Documents" mean as applicable, GLO's Grant Agreement with HUD, the GLO's CDBG-DR Action Plan, the City's CDBG-DR Local Action Plan, the GLO's Agreement with the City, this Agreement, the Scope of Services, the Guidelines, the Progress Schedule, Notice to Proceed and any other documents required by the GLO, HUD, or the City, or other documents executed in connection with this Agreement.
- 2.1.21 "Progress Schedule" means the schedule of the services to be performed by certain dates, as determined by the Contractor and approved by the Director in connection with the performance of services under the Agreement.
- 2.1.23 "Prompt Payment Act" means Chapter 2251 of the Texas Government Code.
- 2.1.24 "Property" means the location of a dwelling unit located within the incorporated areas of the City, that is owned by an applicant who may be eligible for housing assistance, as described in the Program Documents.
- 2.1.26 "Public Information Act" means Chapter 552 of the Texas Government Code.
- 2.1.27 "Rehabilitation" means restoring a Property to a habitable condition by removing life, health, or safety hazards as described in the Program Documents.
- 2.1.28 "Regulations" include all Applicable Laws, statutes, codes, judicial decisions, ordinances, regulations, rulings, restrictive covenants, certificates, permits, requirements or orders enforceable by all federal, state and local government authorities having jurisdiction over the subject matter of this Agreement.
- 2.1.29 "Scope of Services" means the detailed itemized list of services to be performed under this Agreement as set forth under Exhibit "A" or as included in a change order issued under this Agreement.
- 2.1.30 "Subcontractor" means any person or entity who, pursuant to this Agreement, will carry out services under the Agreement at the request of Contractor.
- 2.1.31 "Writing" or "written" shall mean a written communication from one Party to the other, including an electronic communication or e-mail.

3. DUTIES OF CONTRACTOR

3.1 Scope of Services

3.1.1 In consideration of the payments specified in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, water (for its own consumption), heat (for its own consumption), utilities (for its own consumption), transportation, and other facilities and services necessary for the Contractor's sole use and consumption and for the proper execution and completion of the services described in Exhibit "A".

3.1.2 Contractor shall perform limited legal services under the direction of a Handling City Attorney and in accordance with the City Attorney's Policy on Engagement of Outside Legal Counsel (Exhibit A-2).

3.2 Notice to Proceed

3.2.1 Contractor shall not begin the performance of services under this Agreement until the Contractor receives an initial Notice to Proceed ("NTP") from the Director. During the term of this Agreement, the City may request that Contractor perform certain tasks detailed in Exhibit "A".

Multiple NTPs may be issued during the term of this Agreement. Each NTP will include deliverables; a time schedule; and such other information or special conditions as may be necessary to perform the services requested. Contractor shall complete each assigned project within a specified number of days from issuance of the Notice to Proceed.

3.2.2 The City, in its sole discretion, and in conformance with state and federal law, may amend an NTP as necessary.

3.3 Reports

3.3.1 Contractor shall submit reports as requested by the Director and in furtherance of the services set forth in Exhibit. Contractor shall also submit progress updates periodically on a weekly, monthly, quarterly and yearly basis, as required by the Director.

3.3.2 Contractor shall keep in close contact with the City and shall notify the City of any change in contact information or circumstances related to performance of services. The City shall issue official letters, call official meetings, and require documentation to be submitted on a periodic basis. Contractor shall respond in writing to the Director within ten (10) business days of the date of any written or oral inquiry by Director to ensure timelines related to performance of services are met, and compliance with local, state and federal government requirements is achieved.

3.3.3 If all required documentation and cooperation are not provided by the Contractor to the Director, the Director may withhold further payments until such documentation and cooperation are completed, or the Director may take such other action as specified in this Agreement.

3.4 Time of Performance

3.4.1 Performance of the Scope of Services under this Agreement shall commence on the date of issuance of the Notice to Proceed. The services shall be completed within the time specified in the Notice to Proceed.

3.4.2 The City and the Contractor agree in any event caused by reason of the Contractor's failure to complete the services under this Agreement within the time specified in a Notice to Proceed, or as extended by a Change Order pursuant to Section 4.7, the City may recover actual damages that results from the Contractor's failure to begin the Scope of Services when ordered, carry it forward uninterrupted after beginning, or complete it within the time specified and in strict accordance with the Scope of Services or Change Order. The City shall have the right to deduct and withhold the amount of any and all actual damages, from any monies owing the Contractor.

3.5 Payment of Subcontractors

In accordance with the Texas Prompt Payment Act, Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the execution and performance of this Agreement. **CONTRACTOR SHALL PROTECT, DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.**

3.6 Release

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, BUT EXCLUDING ANY INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY CAUSED BY THE CITY'S SOLE 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.

3.7 Indemnification

3.7.1 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 BODILY INJURY, DEATH, DAMAGE, OR LOSS TO REAL PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

3.7.1.1 CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY REFERRED TO AS "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

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

3.7.1.3 THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

3.7.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

3.8 Indemnification - Patent, Copyright, Trademark, and Trade Secret Infringement

3.8.1 CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AUTHORIZED AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY 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 DIRECT COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

3.8.2 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.

3.8.3 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.

3.9 Subcontractor's Indemnification

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

3.10 Indemnification Procedures and Notice of Claims

3.10.1 If the City or Contractor receives notice of any claim or circumstances, which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- a. a description of the indemnification event in reasonable detail, and
- b. the basis on which indemnification may be due, and
- c. the anticipated amount of the indemnified loss.

3.10.2 This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 30-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

3.10.3 Defense of Claims

3.10.3.1 **Assumption of Defense.** Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City Attorney. If Contractor assumes the defense of the claim, Contractor shall then control the defense and any negotiations to settle the claim, subject to the City Attorney's consent or agreement to the settlement, which consent, or agreement shall not unreasonably be withheld. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss. Contractor shall notify the City of any and all offers to settle the claim.

3.10.3.2 **Continued Participation.** If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations.

3.11 Insurance

| COVERAGE | LIMIT OF |
|---|--|
| Workers' Compensation | • Statutory for Workers' Compensation |
| Employer's Liability | • Bodily Injury by Accident \$500,000 (each accident) • Bodily Injury by Disease \$500,000 (policy limit) • Bodily Injury by Disease \$500,000 |
| Commercial General Liability; Bodily and Personal Injury; Products and Completed | • 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 |
| Excess Liability Coverage, or Umbrella Coverage, for Commercial General Liability and Automobile | • \$1,000,000.00 |
| Aggregate Limits are per 12-month policy period unless otherwise indicated. | |

In addition to the insurance coverage stated above, Contractor shall be responsible for obtaining insurance for any furniture and equipment leased/purchased under this Agreement.

3.11.1 With no intent to limit Contractor's liability or the indemnification provisions set forth herein, the Contractor shall provide and maintain certain insurance and endorsements in full force and effect at all times during the Term of this Agreement. Such insurance is described as follows:

3.11.2 If professional liability coverage is written on a "claims made" basis, Contractor shall also provide:

- a. Proof of renewal each year for two years after substantial completion of the services; or
- b. In the alternative, evidence of extended reporting period coverage for two years after substantial completion; or
- c. A project liability policy for the services covered by this Agreement with a duration of two years after substantial completion.

3.11.3 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 Agreement 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, endorsements, all policies, or other policy documents 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 Contractors 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.

3.11.4 Form of Insurance. The form of the insurance 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.

3.11.5 Required Coverage. The City shall be an Additional Insured under this Agreement, and all policies except Professional Liability and Worker's Compensation must name the City as an Additional Insured. 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. 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 Scope of Services under this Agreement, 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 Scope of Services covered by this Agreement with a duration of two years after substantial completion.

3.11.6 Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents or employees.

3.11.7 Cancellation. **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.

3.11.8 Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

3.12 Performance Standards

Contractor shall use that degree of care and skill ordinarily exercised by members of the same profession performing the same or similar services under similar conditions in Harris County, Texas and its performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement. Contractor shall perform all Scope of Services in conformance with the applicable Scope of Services.

3.13 Data Security and Data Return

3.13.1 Contractor shall maintain the security of all City Data whether in physical or electronic form, including but not limited to all City-specific data, personally identifiable information (PII), employee data, user or citizen data, and any other data that was provided to Contractor or that Contractor generates, creates, or analyzes for the City. Contractor shall continuously audit its controls designed to protect the security of City Data. 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 appropriate and reasonable administrative, technical, and physical controls, safeguards, measures, and procedures to (i) secure, protect and safeguard the privacy, security, integrity, and confidentiality of the City Data, (ii) prevent, detect, contain, and correct security breaches in, involving, or against the City data, (iii) store City Data only in places and in a manner that is safe from access by unauthorized persons or for unauthorized uses, and (iv) ensure that the City Data 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 Data from unauthorized activity; (iii) use encryption technology, and (iv) comply with any specifications as requested by the Director. 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 services required under this Agreement, as if such acts or omissions were Contractor's acts or omissions. In the event that information technology systems are used to store PII, Contractor will utilize the security and risk management provisions of the National Institutes of Standards and Technology (NIST) "Framework for Improving Critical Infrastructure Cybersecurity" to implement appropriate administrative, technical, and/or physical controls and safeguards (including but not limited to access controls that comply with the least user privileges principles, data encryption during transit and at rest, intrusion detection/intrusion prevention systems, etc.) to secure any and all IT systems holding City data and PII. 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 Data or PII, or the software or hardware in so far as it relates to Contractor's performance of this Agreement, Contractor shall:

- (a) Limit access only to the authorized Contractor personnel who need to know or have access to this information to perform the services described in Exhibit "A";

- (b) 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 data;
- (c) 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 data; and
- (d) 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.

3.13.2 Pursuant to this Agreement, Contractor shall be responsible for any fraudulent or dishonest acts committed by Contractor's personnel, employees, agents, subcontractors, directors, or officers.

3.13.3 **SSAE 16 Compliance.** If Contractor has City Data, and for as long as Contractor has City Data, Contractor will maintain an information security program that provides for the security and protection of the City Data, 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. 16 SOC1 Type II Report (or equivalent report), received from its third-party auditors. Contractor will, upon written request, provide the Director with copies of then-current SSAE No. 16 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 the GLO Contract with regard to the services described in this Agreement and in Exhibit "A".

3.13.4 **Data Breach.** If Contractor learns of a breach of information; any unauthorized exposure, release or misuse of City Data or PII; that any person (including Contractor personnel and third parties) has gained unauthorized access to City Data or PII; any person has gained unauthorized access to Contractor's network and/or data storage facilities such that any City data is obtained by an outside party; or the City Data or PII has otherwise been disclosed to unauthorized parties in connection with this Agreement (other than in the proper performance of those services or support therefor), (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, mitigate, or respond to 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.

3.14 Confidentiality

3.14.1 Contractor, its agents, employees, contractors, and subcontractors shall hold all Confidential City Information, City Data, and Documents that they receive, or to which they

have access in connection with this Agreement (collectively, "the Information"), in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the 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. Confidential City Information shall mean all Documents, data, and information given to Contractor by City except for (1) information that Contractor possessed prior to the date of this Agreement, (2) information that Contractor develops independently without use of any of the information provided by the City, (3) information Contractor rightfully receives from a third party free to make such disclosure without breach of any legal obligation, or (4) information that becomes publicly available without breach of this Agreement. The terms and conditions of this Confidentiality section shall survive the expiration or termination of this Agreement for any reason.

3.15 Conflicts of Interest

3.15.1 If an actual or potential conflict arises between the City's interests and the interests of other clients Contractor represents, Contractor shall immediately notify the Director in writing. If the Director consents to Contractor's continued representation of the other clients, he shall notify Contractor in writing.

3.15.2 Contractor acknowledges that it, and its employees and agents, and their respective immediate family members, are ineligible to participate in any manner in responding to any solicitation, request for qualification, request for proposals, or resulting agreements or payments that it will assist the City to develop, evaluate or negotiate. Such participation may create a conflict of interest and will provide an unfair advantage as it relates to the award of a contract to the successful bidder or proposer. This ineligibility is applicable to both a prime or subcontractor role and includes any affiliates, partners or members.

3.16 Work Products and Ownership

3.16.1 The City is, will be, and shall remain at all times the owner of all of the City Data. Contractor expressly acknowledges that the City has all right, title, or other ownership interest in the City Data and Contractor shall not possess or assert any lien or other right against the City Data. 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. 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, the City retains the right to reveal or extract the City Data and all City-specific data from any Contractor owned or controlled software, programs, devices, and products, and the right to use the City Data for the City's own use, for use with other non-Contractor products, or to load elsewhere. Contractor shall provide a reasonable data export tool that is approved by the Director that returns City Data on demand. Contractor shall not use City Data for any other purposes other than what is expressly specified in this Agreement.

3.16.2 Contractor hereby irrevocably transfers, conveys and assigns to the City and its successors, licensees, and assigns, its entire right, title, interest and full ownership worldwide in and to any work, software (including Software), domain names, invention, creation, data, discovery, and all documents (including Documents), and the copyrights, patents, trademarks, trade secrets, service marks, moral rights, all contract and licensing rights, and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known, and any other proprietary rights therein (collectively "Proprietary Rights") that

Contractor, its agents, employees, contractors, and subcontractors (collectively "Authors") develop, write, create, invent, discover, compile, or produce under this Agreement (collectively "Works"). In the event Contractor has any rights in the Works which cannot be assigned, Contractor shall and does hereby waive enforcement worldwide of the rights against City, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to City with the right to sublicense. These rights are assignable by the City. The Authors shall not claim or exercise any Proprietary Rights related to the Works. If requested by the Director or the City Attorney, Contractor shall place a conspicuous notation on any Works, which states that the City owns the Proprietary Rights.

Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors performing work under this Agreement which bind them to the terms in this Section.

Contractor may retain copies of the Works for its archival purposes only. Contractor shall not otherwise use, sell, license, distribute, reproduce, publish, commercialize, or market the Works without the express written permission of the City. If such permission is agreed to by the Director, such express written permission shall be given by the City in a separate agreement between the City and Contractor.

The City owns all data it provides to Contractor under this Agreement. Contractor shall return all data provided in whatever form it is maintained or recorded at the end of this Agreement.

3.17 Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation to perform work under this Agreement. Contractor shall promptly notify the Director of any suspension, revocation, or other detrimental action against its license(s) or the license of any of its legal counsel or attorneys. Contractor shall pay, at its sole cost and expense, all taxes, assessments, fees, premiums, permits, and licenses required by law.

3.18 Compliance with Laws

Contractor shall comply with all applicable state, local and federal laws and Regulations and the City Charter and Code of Ordinances.

3.19 Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Section 15-17 of the Code of Ordinances.

3.20 MWSBE Compliance

3.20.1 Contractor shall comply with the City's Minority, Women and Small Business Enterprise ("MWSBE") 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 57% of the value of this Agreement to MWSBEs. For purposes of this subsection 3.2.1, the value of this Agreement includes any Change Orders, thereto, authorized by the Director. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Office of Business Opportunity ("OBO") and will comply with them.

3.20.2 Contractor shall ensure that all subcontracts with MWSBE subcontractors and suppliers contain the following terms:

1. _____ (MWSBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's OBO Director ("the Director").
2. _____ (MWSBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least five (5) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract may be submitted to the Director. The Director may prescribe procedures to provide dispute resolution by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

3.20.3 Contractor shall adhere to and comply with 2 CFR § 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 CFR 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.

3.20.4 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.

3.21 Drug Abuse Detection and Deterrence

3.21.1 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 Revised ("EO 1-31"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

3.21.2 Before the City signs this Agreement, Contractor shall file with the Agreement Compliance Officer for Drug Testing ("CCODT"): (a) a copy of its drug-free workplace policy, (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "B", together with a written designation of all safety impact positions and, (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "C".

3.21.3 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 "B-1". 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.

3.21.4 Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee force.

3.21.5 Contractor shall require that its subcontractors comply with EO 1-31, and Contractor shall secure and maintain the required documents for City inspection.

3.22 Section 3 Regulations

The work to be performed under this Agreement is on a project assisted under a program providing federal financial assistance from the U.S. Department of Housing and Urban Development (HUD). Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U. S.C. 170u, "Section 3") and implementing regulations at 24 CFR Part 135 apply 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.

4. DUTIES OF THE CITY

4.1 Payment Terms

4.1.1 Upon the Director's acceptance and approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in Exhibit "A-1", subject to allocation of funds as set out below.

4.1.2 Throughout the term of this Agreement as set forth under Section 5.1, the City will pay Contractor at the end of each month on the basis of Director-approved invoices showing the percentage of total services performed during the preceding month, along with other evidence of costs as requested by the Director.

4.1.3 The City shall pay Contractor the documented actual cost of reimbursable expenses that have been approved pursuant to Section 4.1.3.1 within 30 days of receipt and Director's approval of Contractor's itemized invoice. The reimbursable expenses will be paid out of the line item for Other Direct Costs, ("ODC"), included under Exhibit "A-1".

4.1.3.1 Contractor shall propose a maximum amount for each reimbursable expense at the time that services requiring such expenses are requested by the Director. The Director must approve the categories and amounts of reimbursable expense in writing before Contractor incurs them. The compensation for reimbursable expenses shall not exceed the amount of the ODC line item under Exhibit "A" (\$1,972,752) unless the Director, at his sole discretion, approves a written amendment prior to the Contractor incurring the additional costs, and obtains City Council approval, to the extent required by law or the City Charter.

4.1.3.2 Reimbursable expenses are the actual expenditures Contractor and its subcontractors make while performing services requested by the Director. Reimbursable expenses may include travel if requested by the Director and such travel is reasonably necessary to perform services in connection with the Agreement.

4.1.3.3 Contractor shall deliver invoices for reimbursable expenses for the Director's approval monthly.

4.1.4 ALL EXPENDITURES UNDER THIS AGREEMENT MUST BE MADE IN ACCORDANCE WITH THIS AGREEMENT, THE CITY'S INTERLOCAL AGREEMENT WITH THE GLO, THE GUIDELINES, RULES AND REGULATIONS, PROMULGATED UNDER THE CDBG-DR PROGRAM, AND ANY OTHER APPLICABLE LAWS. ALL FUNDS ARE SUBJECT TO RECAPTURE AND REPAYMENT FOR NONCOMPLIANCE. The City may terminate the Agreement and recapture and be reimbursed for any payments the City makes that (i) exceed the maximum allowable rates; (ii) are not allowed under Applicable Laws, rules, or regulations; or (iii) are otherwise inconsistent with this Agreement, including any unapproved expenditures.

4.2 Method of Payment

4.2.1 Throughout the term if this Agreement as set forth under Section 5.1, the City shall pay Contractor on the basis of Requests for Payment submitted by Contractor and approved by the Director. A Request for Payment shall not exceed the Contract Price.

4.2.2 Contactor's Request for Payment shall reflect the cost for the Scope of Services performed and include any documentation requested by the Director, and otherwise be in form and substance acceptable to the Director. Contractor must submit invoices showing the specific items completed and the corresponding prices for each item as indicated in the Scope of Services.

4.2.3 The City will review and verify the Request for Payment. The Director's review, verification and approval process may include Contractor site inspections.

4.2.4 The City of Houston's standard payment term is to pay 30 days after receipt of an approved invoice, receipt of goods, or receipt of services, whichever is later, according to the requirements of the Texas Prompt Payment Act (Tex. Gov't Code Chapter 2251). When the payment date falls on a Saturday, Sunday, or official holiday when City offices are closed and City business is not expected to be conducted, payment may be made on the following business day.

4.2.5 All Requests for Payment and invoices must be approved by the Director. All payments will be made by check payable to the Contractor. Payments will be mailed to the address specified herein. Neither partial payments made, nor approval of invoices or services by the Director, constitute final acceptance or approval of the Contractor's services to which the partial payment or approval relates.

| | | |
|--------------|----------------|--|
| Account Name | | ICF Consulting Group, Inc. |
| Bank Name | | PNC Bank |
| Bank Address | | 800 17th Street NW Washington, DC 20006 |
| Domestic EFT | ABA Number | 031207607 |
| | Account Number | 80-2637-4453 |

4.2.6 If the Director disputes any items in an invoice or Request for Payment for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount in a subsequent monthly invoice or on a special invoice for the disputed item only, together with a notation that the dispute is settled. The City will then pay the invoiced amount within 30 days of receipt.

4.3 Acceptance and Rejection

4.3.1 Contractor shall not be entitled to payment and the City shall have no duty to pay Contractor unless the Director Accepts the Services and other Deliverables as set forth in **Exhibit "A"**.

4.3.2 Contractor shall provide written notice to the Director upon completion and/or delivery of the Services and other Deliverables as set forth in **Exhibit "A"**. On or before the 20th Business Day after the date the Director receives such written notice of completion and/or delivery, the Director shall notify Contractor whether the Director has accepted the Services and other Deliverables or rejected said services and deliverables, along with the reason(s) for the rejection, if any.

4.3.3 Notwithstanding anything to the contrary in **Exhibit "A"** or elsewhere, the Director may, in his sole discretion, approve in writing a partial Acceptance of the Services and other Deliverables set forth in **Exhibit "A"**.

4.3.4 If the Director rejects any Services or other Deliverables, Contractor shall have 15 Business Days after the Director sends written notice of rejection to correct or otherwise replace such Services or other Deliverables as necessary to conform to this Agreement, at no additional cost to the City. Contractor shall provide written notice to the Director upon completion of any such correction(s) or replacement(s) after the receipt of which the Director shall continue to either accept or reject

(as provided under this Section) and Contractor shall continue to make any necessary correction(s) or replacement(s) (as provided under this Section) until the Director Accepts in writing all previously rejected Services or other Deliverables.

4.3.5 Notwithstanding anything to the contrary herein or elsewhere, if the Director does not Accept any Services or other Deliverables after one or more attempted correction(s) or replacement(s) of such Services or other Deliverables by Contractor, the Director may, in his sole discretion, issue a final rejection notice to Contractor for all Services and other Deliverables (whether or not previously Accepted), and then the City shall have no obligation to pay any amount whatsoever under this Agreement and this Agreement shall immediately terminate.

4.3.6 The City reserves all other available rights and remedies at law or in equity, including without limitation all rights and remedies and rights under Article 2 of the Texas Business and Commerce Code.

4.4 Taxes

4.4.1 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.

4.5 Limit of Appropriation; Limitation of City's Duties

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.

\$ _____ .

4.5.1 The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

4.5.2 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 \$5,000,000.00 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 this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies set forth below.

4.5.3 The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so.

4.5.3.1 The City has not allocated supplemental funds or made a Supplemental Allocation for this Agreement unless the City has issued to 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.

4.5.4 The Original Allocation plus all supplemental allocations are the "Allocated Funds." Pursuant to the terms of the ordinance approving this Agreement, the Director, in his sole discretion, may also reduce the amount of Allocated Funds under

this Agreement, which reduction shall accordingly release the City's obligation and liability under this Agreement for any amount in excess of the reduced amount of Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds, as reduced, if any such reduction occurs. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted or should the City fail to make arrangements to make payments through the supplemental allocations process referenced in this Section 4.5, then (i) Contractor shall have no further obligation to perform Services under this Agreement; (ii) Contractor's only remedy is suspension or termination of its performance under this Agreement, and (iii) Contractor has no other remedy in law or in equity against the City and no right to damages of any kind.

4.6 Access to Data

4.6.1 The City grants to Contractor a non-exclusive, royalty-free license to use the City data and City-specific data during the Initial Term and any renewals thereto of this Agreement solely to provide services to the City as necessary and to monitor and improve the services under this Agreement. Parties agree that to the extent reasonably possible, as determined by the City, the Contractor will store data in the City's system of record.

4.6.2 The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that is reasonably necessary for Contractor to perform under this Agreement.

4.6.3 The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

4.6.4 For any raw data created, assembled, used, maintained, collected, or stored by the Contractor for or on behalf of the City, Contractor shall provide the City either the raw data itself or the ability to extract the raw data in a format mutually agreed upon by both parties at no additional cost to the City.

4.7 Changes

4.7.1 At any time during the Agreement Term as set forth Section 5.1, the Director may issue a Change Order to increase or decrease the Scope of Services, 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.

4.7.2 The Director will issue the Change Order in substantially the following form:

| |
|---------------------|
| CHANGE ORDER |
|---------------------|

[Name of Contractor]

TO: City of Houston, Texas (the "City")

FROM: _____

DATE: [Date of Notice]

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]

4.7.3 The Director may issue more than one Change Order, subject to the following limitations:

(a) 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.

(b) 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.

(c) The total of all Change Orders issued under this section may not increase the amount of the Original Agreement by more than 25%.

4.7.4 Whenever Contractor receives an approved request for a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the services described in the Change Order. Contractor shall complete the services within the time prescribed. If no time for completion is prescribed, Contractor shall complete the services within a reasonable time. If the services described in any Change Order causes an unavoidable delay in any other services Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the services. The Director's decision regarding a time extension is final.

4.7.5 A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the services 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.

4.7.6 If the Contractor determines that a change in the services or Contract Price is required, the Contractor may submit a written Change Order request that includes the estimate for increases or decreases and an explanation of requested changes. The Director shall review the Change Order request to determine if the change is valid before authorizing. If the Director elects to authorize the change, the Director will compute the reduction from or addition to the Contract Price and will authorize the Change Order in writing. All Change Orders must be submitted and approved in writing. Contractor is not authorized to perform any additional services and the City shall have no obligation to pay for any additional services or change in the services unless a Change Order is approved

by the City. The Contractor shall not have any obligation to perform any change in the services until a Change Order has been authorized and issued by the Director.

4.7.7 Change Orders are subject to the Allocated Funds provisions of this Agreement.

5. TERM AND TERMINATION

5.1 Term and Renewal Options

This Agreement is effective on the Countersignature Date and remains in effect until one (1) year thereafter, unless sooner terminated under this Agreement. If the Director, at his or her sole discretion, makes a written request for renewal to Contractor (with a copy of the request sent to the CPO) at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, this Contract may be renewed for up to two successive one-year terms upon the same terms and conditions.

5.2 Termination for Convenience by the City

5.2.1 The Director may terminate this Agreement at any time in its entirety without cause by giving five (5) days written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2.2 On receiving the notice, Contractor shall, unless the notice directs otherwise, 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 for all services performed, but not already paid for, through the date of termination for the respective task order; or, in the case of the termination of this Agreement in its entirety, which shall be payable in the manner provided in Section 4 of this Agreement.

5.2.3 TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED, IF ANY, 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.

5.3 Termination for Cause by the City

5.3.1 If Contractor defaults under this Agreement, the Director may either terminate this Agreement in its entirety or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- a. Contractor fails to perform any of its material duties under this Agreement;
- b. Contractor abandons the performance of services under this Agreement, neglects to perform the Scope of Services in connection with the Agreement in a timely manner, or refuses or neglects to supply or proper or sufficient materials or workmen, or fails to perform under the provisions of any of the Program Documents pertaining to the Scope of Services;
- c. Any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;
- d. Contractor becomes insolvent;
- e. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- f. Contractor violates any law or ordinance; or
- g. A receiver or trustee is appointed for Contractor.

5.3.2 If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and setting a termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Agreement will terminate on the termination date, at no further obligation to the City. To effect final termination, the Director must notify Contractor in writing, with a copy of the notice to the CPO.

5.3.3 After receiving the termination notice in Section 5.3.2, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

5.3.4 If the City terminates this Agreement in its entirety for cause, the City may take possession of the site or sites at which work is performed under this Agreement and utilize any and all materials and appliances to be provided under the respective Program Documents which are located on the site or sites to finish the Scope of Services. The City shall not prejudice any of the City's rights or remedies under this Agreement or the respective Program Documents, or by law, by terminating this Agreement in its entirety for cause or by taking possession of the site or sites.

5.4 Effect of Termination

5.4.1 Upon termination of this Agreement, Contractor is permitted ten (10) days within which to remove Contractor-owned material and equipment from the premises. The Director shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The Director reserves the right to deny any extension of time.

5.4.2 In case of termination of this Agreement in its entirety, for cause pursuant to this subsection 5.4, the Contractor shall not be entitled to receive any payment for the Scope of Services or authorized Change Order until the authorized services, are completed. Upon completion of the Scope of Services, the Contractor shall be entitled to payment for the Scope of Services performed through the date of termination, to the extent services have been performed in

accordance with the terms and/or conditions of this Agreement, less any damages and expenses incurred by the City in finishing the services, including any costs in addition to or in excess of those originally contemplated in the Scope of Services. If the cost in completing the services is greater than the original Contract Price, the Contractor shall pay the difference to the City upon ten (10) days written demand.

5.4.3 In the event of termination or expiration, whichever is earlier, Contractor shall, at Contractor's own expense and at no cost to the City, transfer all City Information, Documents, all City data, including but not limited to City-specific data, Works, and any other work product created under this Agreement for the City or any other Documents or materials as specified by the Director, to City within two days.

5.4.4 Upon request by the Director at any time during the Initial Term or any renewals thereto, and upon expiration or termination of this Agreement, Contractor shall, at Contractor's own expense and at no cost to the City, retain, migrate, or dispose of the City Data as directed by the Director. Within two (2) days of Contractor's receipt of the Director's written request to retain, migrate, or dispose of the City's Data, 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 Data, Contractor shall, at no cost to the City, perform the following to the extent applicable unless otherwise directed by the Director:

- a. deliver the City Data (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 Data (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;
- d. remove the City Data (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 Data (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.

5.5 Suspension of Services

5.5.1 The Director may, by written notice to Contractor, suspend at any time the performance of any or all portions of the services to be performed under the Agreement. Upon receipt of such notice, Contractor shall, unless the notice requires otherwise:

- a. Immediately discontinue services on the date and to the extent specified in the notice;
- b. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the City of all subcontracts, orders and other agreements to the extent that they relate to the performance of suspended work;
- c. Continue to protect and maintain the services including those portions of the services which have been suspended; and
- d. Take any other reasonable steps to minimize costs associated with such suspension.

6. MISCELLANEOUS PROVISIONS

6.1 Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

6.2 Force Majeure

6.2.1 Timely performance by both Parties is essential to this Agreement. 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, 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 other payment.

6.2.2 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.
- b. Provides the other Party with prompt written notice of the cause, its anticipated effect and estimated time of suspension of performance.
- c. The Contractor must notify the Director in writing of the delay and the reason or reasons for the delay within three (3) days after the beginning of such delay. All such extensions shall be documented by a written change order executed by the Contractor and Director.

6.2.3 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. The decision of the Director is final.

6.2.4 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 Agreement by the City.

6.2.5 If the Force Majeure continues for more than 7 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **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.**

6.2.6 Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

6.3 Entire Agreement

6.3.1 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.

6.4 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. An approval by the Director or by any other employee or agent of the City, that is not specifically authorized herein, 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.

6.5 Applicable Laws

6.5.1 This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

6.5.2 The Parties consent to venue for any litigation relating to this Agreement is Harris County, Texas.

6.6 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 Section 1.2. Postage or delivery charges must be paid by the party giving the notice.

6.7 Interpretation

6.7.1 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.

6.7.2 Ambiguity - 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.

6.7.3 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.

6.8 Non-Waiver

6.8.1 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.

6.8.2 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.

6.9 Acceptance and Approvals

6.9.1 Any acceptance or approval by the City, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors, or suppliers for the accuracy, competency, and completeness for any Documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility or liability by the City, or its agents and employees, for any defect, error or omission in any Documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

6.10 Inspections and Audits

6.10.1 Any City, State and Federal governmental entity, by and through their authorized representatives may perform, or have performed, (i) audits of all documents and records pertinent to the Scope of Services, and (ii) inspections of all places where services are performed in connection with this Agreement. Contractor shall keep its books and records available for this purpose for (i) the time period required by 2 CFR §200.333 (retention requirements for records) in the event the City receives all federal funds under the Agreement; or (ii) five (5) 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.

6.10.2 Audits of Contractor's books, documents, papers, and records, including electronic versions, pertaining to the Scope of Services, may include, but are not limited to:

- a. payroll and personnel records, such as salaries, benefits and bonuses;
- b. subcontractor agreements, records and invoices;
- c. any accounting or management systems, or computers or servers on which City information is stored; and
- d. all documents or files evidencing costs and underlying expenses relating to Contractor's performance.

6.10.3 Contractor shall provide the Director, the City, the GLO, HUD, the Comptroller General of the United States, 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.

6.10.4 Contractor shall provide the City, the GLO, HUD, and other applicable governmental agencies, or their authorized representatives access to work sites pertaining to the services being completed under this Agreement. Contractor shall allow the City, the GLO, HUD, or an entity or organization approved by the City, the GLO, or HUD, to conduct inspections, as required, to ensure an acceptable level of services as determined by the City, the GLO, or HUD. No notice to the Contractor is required prior to an inspection.

6.10.5 If any audit or inspection performed by HUD, GLO, City or any other local, state or federal entity providing funding to pay for Contractor's services under this Agreement, results in the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay fees and/or expenses for Contractor's services, based on Contractor's performance under this Agreement, Contractor shall repay, refund, and/or reimburse the City for all of such fees and/or expenses required to be paid by the City or in the case of a City audit, amounts requested or disallowed by the City, as unallowed or unauthorized, or otherwise inconsistent with this Agreement or Task Order. Contractor shall be given a reasonable opportunity to review and dispute in writing the findings of such audit or inspection. Any adjustments or payments that must be made as a result of any such audit or inspection of the Contractor's performance under the Agreement, including invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the written findings by the City to the Contractor. In no event will the Contractor be responsible for disallowed, recaptured or reimbursed amounts that the City has paid to any party other than Contractor. Each Party shall bear its own costs of any such audit.

6.11 Enforcement

The City Attorney or his or her designee 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 City Attorney 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.

6.12 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, warranty and confidentiality provisions.

6.13 Publicity

Contractor shall make no announcement or release of information concerning this Agreement or the services provided under it unless the release has been submitted to and approved, in writing, by the Director.

6.14 Parties in Interest

This Agreement does not bestow any rights upon any third party but binds and benefits the City and Contractor only.

6.15 No Quantity Guarantee

6.15.1 This Agreement does not create an exclusive right in Contractor to perform all services concerning the subject of this Agreement. The City may procure and execute contracts with other contractors for the same, similar, or additional services as those set forth in this Agreement, or Scope of Services.

6.15.2 The City makes no express or implied representations, warranties, or guarantees whatsoever, that any particular quantity, type, task area, or dollar amount of services will be procured or purchased from Contractor through this Agreement or any Scope of Services; nor does the City make any express or implied representations, warranties, or guarantees, whatsoever for the amount or value of revenue that Contractor may ultimately derive from or through this Agreement, or the Scope of Services.

6.16 Successors, Assignments and Delegation

6.16.1 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 as set out in the following section. This Agreement does not create any personal liability on the part of any employee, officer, or agent of the City.

6.16.2 Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent which consent 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.

6.16.3 Notwithstanding this provision, it is mutually understood and agreed that Contractor may subcontract with others for some or all the services to be performed. In any approved subcontracts, Contractor shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Contractor as specified in this Contract. Nothing in this Contract shall be construed to relieve Contractor of the responsibility for ensuring that the goods delivered, and/or the services rendered by Contractor and/or any of its subcontractors comply with all the terms and provisions of this Contract.

Contractor will provide written notification to the City of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

6.17 Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive but are cumulative of all rights and remedies which exist now or in the future consistent with this Agreement. Neither Party may terminate its duties under this Agreement except in accordance with its provisions.

6.18 Dispute Resolution

6.18.1 For purposes of this Section "Project Manager" means the person the Director designates to monitor the progress of all Parties' performance under this Agreement.

6.18.2 Except as may otherwise be provided by law, a dispute that (1) does not involve a question of law; (2) arises during the performance of this Agreement; and (3) is not resolved between the Project Manager and Contractor must be handled as described below:

- a. The Project Manager shall put its decision in writing and mail or otherwise furnish Contractor with a copy. Contractor may abide by the decision or may appeal the decision to the Director.
- b. If Contractor desires to appeal a decision of the Project Manager, Contractor must submit a written appeal to the Director. Contractor must file its written appeal within 15 working days following receipt of the Project Manager's original decision. The Director shall provide Contractor with a written response to the appeal within 14 working days following its receipt. The decision of the Director is final.

6.19 Pay or Play

The requirements and terms of the City of Houston Pay or Play program, as set out in **Executive Order No. 1-7**, as revised from time to time are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for download from the City of Houston's website at: <http://www.houstontx.gov/obo/popforms.html>.

6.20 Non-Discrimination

Contractor shall comply with the applicable non-discrimination provisions required by the United States of America, including but not limited to the provisions of 49 C.F.R. Part 21. These provisions are inclusive of any amendments which may be made to such regulations. Further, Contractor shall include the summary of the provisions of 49 CFR Part 21, as may be amended, in subcontracts it enters into under this Agreement. This summary is set forth in Exhibit "G".

6.21 HUD Requirements

The Parties acknowledge that the City intends to seek reimbursement from the GLO for costs incurred under this Agreement. Contractor shall comply with and shall perform services in compliance with all GLO/HUD requirements outlined in the

Agreement, including the applicable exhibits (Exhibits "D", "E", "F", "G", "H", and "I").

6.22 CONTRACTOR DEBT

6.21.1 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, HE/SHE 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 AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFORE. 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.

6.23 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 the Countersignature 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.

6.24 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.

6.25 Flow-Through Provisions

6.25.1 The City is a subrecipient of federal funds to be awarded and administered by the Texas General Land Office pursuant to a contract between the GLO and the City ("GLO Contract"), the number for which is yet to be determined. The City will be a party to the GLO Contract that will contain Flow-Through Provisions applicable to this Agreement. These Flow-Through Provisions must be approved in writing by the Parties and shall be incorporated herein as an exhibit to this Agreement and shall supplement the provisions of this Agreement without the need for an amendment hereto. Contractor shall comply with the terms set out in the Flow-Through Provisions exhibit except, in the event of a conflict between the Flow-Through Provisions exhibit and the terms of the Agreement, the controlling provision will be determined as expressly stated in the Flow-Through

Provisions exhibit and if it is not expressly stated therein, the sections of the Agreement will control. For example, and without limiting the generality of the foregoing, Contractor's indemnity obligations to the City are governed by Section 3.7 of this Agreement.

6.25.2 In the event the City is a recipient or subrecipient of other grant, federal, or state funds or the City otherwise uses restricted funds to pay Contractor for services or expenses provided under this Agreement, Contractor shall agree, in writing, to be bound by the same contract or grant terms and conditions, laws, and regulations as the City, to the extent relevant to Contractor's Scope of Services ("Additional Flow Down Provisions"). Contractor's agreement to the Additional Flow Down Provisions must be in writing, signed by the Contractor and Director and approved by the City Attorney or designee. Such written agreement does not require amendment of this Agreement but shall be incorporated into this Agreement as if fully referenced herein. If within a reasonable time after receipt of a written request from the Director (not to exceed 15 business days), the Parties are unable to reach a written agreement on the relevant Additional Flow Down Provisions following good faith negotiations, the Director, at his sole discretion may (i) immediately suspend Contractor from any further performance under the applicable Agreement, or, (ii) terminate this Agreement.

6.26 LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR:

- (1) ANY AMOUNTS REQUIRED TO BE PAID OR REIMBURSED BY CONTRACTOR PURSUANT TO SECTION 6.10.5; AND
- (2) AMOUNTS OWED UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT WITH REGARD TO CLAIMS MADE BY THIRD PARTIES; AND
- (3) CONTRACTOR'S VIOLATION OF APPLICABLE LAW; AND
- (4) CONTRACTOR'S BREACH OF ITS DATA SECURITY AND/OR CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 3.13 AND SECTION 3.14 OF THIS AGREEMENT,

CONTRACTOR'S MAXIMUM LIABILITY IN THE AGGREGATE FOR ALL DAMAGES, CLAIMS, LOSSES, EXPENSES, COSTS, REMEDIES, OR LIABILITY OF ANY KIND WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND THE CITY'S REMEDY FOR ALL CAUSES OF ACTION ARISING HEREUNDER, WHETHER BASED IN AGREEMENT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, EQUITY, OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO THE AMOUNT OF TEN MILLION DOLLARS (\$10,000,000.00).

6.27 Contract Work Hours and Safety Standards

Contractor shall comply with Federal Acquisition Regulation (FAR) 52.222 - 4 - Contract Work Hours and Safety Standards - Overtime Compensation (May 20, 2018).

6.28 Energy Efficiency

6.28.1 The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

6.28.2 The Contractor agrees to include the above paragraph in each third-party subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

z/realstate/pierce/outreachintakemanagementfinal10.22.2018

EXHIBIT A

SCOPE OF SERVICES
ICF INCORPORATED, L.L.C. ("Contractor")
S67-T26599 Outreach, Intake and Case Management Services

A. CONTRACT OVERVIEW

The objective of the contract is to maximize the number of qualified applicants, through outreach, intake and case management, who successfully complete the application process, submit an application sufficient to determine eligibility, and can participate in City of Houston housing programs that will help them recover from the disaster.

Work will be completed in phases, starting on the date of the issuance of the Notice to Proceed:

- Phase I is the first three months (\$3,939,729.60)
- Phase II is the second three months (\$385,151.40)
- Phase III is third three months and ongoing, to include
 - Completed Applications, invoiced per application, not to exceed \$22,739,950
 - Other Direct Costs (ODCs), reimbursable expenses to lease and equip Housing Resource Centers, not to exceed \$1,972,752 for the term of the contract
 - Limited Legal Services, required to cure deficiencies and prepare a complete application package, not to exceed \$6,735,614 for the term of the contract

The Contractor will provide Monthly Status Reports outlining work accomplished during each month, the first of which will be due on the 30th day of November, and thereafter on the last day of each month up to the date of termination of the Agreement. The total amount to be paid under this Agreement shall not exceed \$35,773,197.

B. PROGRAM GOALS

Phase I - Months 1-3 (\$3,939,729.60)

- Contractor shall develop a Project Management Plan (PMP) to:
 - Detail staffing and work schedules
 - Provide basis for monitoring, controlling, and reporting technical progress, schedule, costs, accomplishments, and service delivery by the City and Contractor
 - Track program or project progress against schedules, costs, agreed-upon metrics and deliverables
 - Have a process to flag issues before they become severe problems
 - PMP will include: quality control plan, program monitoring procedures, change management procedures, reporting templates and master reporting schedule, data management procedures and tracking tools, records management plan and schedule
- Provide Monthly Status Reports detailing outreach and intake activities, due on the last day of the month during which activities occurred
- Provide oversight and management to include quality control, data analytics, and anti-fraud, waste and abuse support

- Develop an overarching strategic communications plan to:
 - Identify information that must be communicated
 - Identify timing, frequency, and method of communication and outreach
 - Assess language and cultural needs and develop specific messaging
 - Drive outbound messages using an omni-channel approach
 - Organize and convene a series of town hall meetings to obtain and distribute information
 - Provide translations from English to Spanish, Vietnamese, Chinese, Arabic, and Urdu for application materials and essential public information only
- Within the media budget (\$500,000) included in outreach and marketing:
 - Run five weeks of single targeted-audience print publication ¼ page advertisements across four outlets
 - Run two weeks of single targeted audience print publication ¼ page advertisement across six outlets
 - Radio advertisement with primarily Asian audience – 100 60-second spots
 - Radio advertisement for primarily Spanish audience – 240 30-second spots
 - 1,052 30-second radio spots
 - 1,428 30-second radio public service announcement spots
 - 50,000 brochures with translation into required languages
 - Creative products will not include video or rights on third-party imagery.
- City will review outreach and marketing materials with five (5) business day turnaround
- Contractor will staff an intake call center
 - Maintain adequate facilities for effective and efficient intake efforts and quality customer service, including adequate staff, such that a caller waits no more than an average of three (3) minutes for his or her call to be answered by a live person
 - 5-8 housing advisors to conduct intake from survey, adjusted depending on need of the community
 - Located in Housing Resource Center or other comparable space controlled by the Contractor
 - Customer service shall be provided Monday to Friday, 8:00 am to 6:00 pm, with adjustments depending on need
 - Provide bilingual (English/Spanish) staff in customer service positions during normal business hours. Offer those who choose the Spanish line the option to receive future correspondence in their entirety in Spanish
 - Provide, or subcontract where applicable, other bilingual staff as required by the community's needs and prevailing language(s) of the community
 - City will monitor and provide oversight to ensure adequate staffing and that needs of the community are addressed
- Contact survey respondents a minimum of three times from the date of receipt of survey through different methods

- First contact to be within three days
- Second contact five days after first contact
- Third contact seven days after second contact
- Coordinate outreach and intake activities per PMP and Standard Operating Procedures to be developed by the City and Contractor
 - Utilize sign in sheets or other documentation of participation
 - Conduct town hall events
 - Conduct special workshops to address common questions and process questions
 - Coordinate with organizations to do special events and presentations
 - Targeted canvassing door-to-door, by needs of the neighborhood
- Assign a housing advisor to work with each applicant individually
- Develop, in conjunction with the City, a system for documenting those who do not proceed to intake
- Assist with administering the survey, collect and manage survey data, analyze data, and contact potential applicants to move to Intake
- Intake to include collecting the formal program application and program supporting documentation that is needed for eligibility
 - Survey respondent is assigned to housing advisor/intake specialist within two days.
 - Housing Advisor contacts applicant within seven calendar days
 - The applicant has up to thirty days to submit application, unless directed otherwise by HCDD
 - Expected timeframe from application initiation to completed application package for City eligibility determination is sixty days for 75% of applicants
 - Upon submission of an application package, the City has fourteen calendar days to return it for more information, and Contractor has ten days for response with updated information.
- Assist with edits to finalize the application document(s)
- Procure nonprofit organizations (NPOs) currently providing relief efforts in the City to perform 25% or more of the contract amount
 - Competitively procure according to local, state and federal CDBG requirements
 - One or more NPOs may be awarded the work
- Provide case management services to an estimated 75% of all homeowner applicants

Housing Resource Centers using ODCs (\$1,972,752)

- Establish at least three (3) HRCs within 30 days of the Notice to Proceed
 - Within one week of issuance of NTP, identify five (5) facilities in locations accessible to the Harvey-impacted neighborhoods
 - Provide proposed HRC location(s) and information to evaluate whether the proposed locations are suitable to meet the City's requirements, taking into

consideration the location of the City's existing and future Neighborhood Restoration Centers (NRCs)

- Contractor shall obtain concurrence from the City prior to lease and purchase and make every effort to assure that lease and purchase costs are reasonable. Unreasonable and/or exorbitant costs will not be reimbursed.
- Sign a lease for the location for six months to one year, with options to renew, assuming full responsibility for compliance with terms and conditions of lease
- At each center, provide 5-10 staff persons, a Facilities Manager and receptionist; and adjust staffing based on needs, ongoing assessment, and complexity of the applications
- Any reimbursement for travel must be pre-approved by the City
- Purchase and set up equipment according to federal purchasing standards and cost reasonableness, with HCDD approval. Ownership of any such items purchased or reimbursed with federal funds must be transferred to the City within 30 days of contract termination. Reimbursable costs include the following:
 1. Lease of HRCs
 2. Furniture
 3. Telephones
 4. Internet Access
 5. Equipment
 6. Security during all work hours
 7. File Storage (if required)
 8. All devices, software subscriptions, software, tablets or laptops, and printers/scanners for purposes of remote communication performing field-based work (purchase of cell phones, GPS devices, and wireless cards are NOT reimbursable equipment)
 9. All other materials and equipment needed to perform work under the Agreement.
- Provide services during set hours (standard M-F 8:00 am to 6:00 pm, and Saturday 9:00 am to 3:00 pm) to include security and based on needs, adjusted as determined necessary for that particular location
- Maintain two areas in HRCs to accommodate any additional, non-HCDD services related to job training/employment, financial counseling, etc
- Manage day-to-day activity at HRCs
 - Provide trained housing advisors available for customer service and intake, in sufficient number to handle intake and case management support of applicants
 - Assist with completing the survey
 - Assist residents with completing applications and gathering supporting documentation.
 - Provide customer service and answer questions
 - Connect to other services
- Provide trained staff to receive applications within thirty days of issuance of NTP

- Provide at minimum two full-service mobile intake units that will be equipped to travel
 - 5-8 people in each unit
 - Purpose is to visit homebound individuals or central location aside from HRC
 - Will include specialized staff to assist people with special needs or language needs
 - Skills of the mobile units will be determined and adjusted based on need of the community

Phase II Months 4-6 (\$385,151.40)

- In addition to activities carried over from Phase I
- Establish at least two (2) additional Housing Resource Centers or minimum of five total, whichever is less
- Help applicants understand the requirements, and obtain and submit the appropriate documentation that enables the City to determine eligibility
- Identify needs or services to help the applicants to successfully complete an application
- If applicable, work collaboratively with applicant's existing case managers (e.g. any Disaster Case Manager, other organizations' case managers) to coordinate needed housing services and case management

Phase III - Months 7-12

- Outreach and Marketing services as needed (described in previous Phases)
- Maintain activities at Housing Resource Centers as described above
- Submit completed application packages for City eligibility determination

Completed Applications (\$22,739,950)

- Unit price for owner-occupied = \$832.20 and unit price for renter-occupied = \$1,013.05
- Drop-out thresholds are established for both owner-occupied applications and renter-occupied unit applications
- Should the drop-out threshold for either type of applicant, as defined in the RFP, exceed the drop-out threshold plus ten percent (10%) ("Maximum Drop-out Threshold"), Contractor will be entitled to a reimbursement for each application above the Maximum Drop-out Threshold.

Owner occupied applications (20,500): if the drop-out threshold, defined in the RFP as forty-four (44%) or 9,000 applicant drop-outs, increases to fifty-four percent (54%) or more, Contractor is entitled to a reimbursement of \$250 per application over the Maximum Drop-out Threshold.

Renter occupied applications (19,000), if the fall-out threshold, defined in the RFP as thirty-two percent (32%) or 6,000 applicant fall-outs, exceeds forty-two percent (42%), Contractor is entitled to a reimbursement of \$400.00 per application over the Maximum Drop-out Threshold.

- The City will pay 100% on invoice of a completed application

A completed Application Packet is defined as "containing back-up documentation provided in a format and with content sufficient to determine eligibility for the City of Houston's CDBG-DR funded owner-occupied and renter-occupied programs in accordance with CDBG National Objectives of Low-Income Benefit and Urgent Need, and in compliance with HUD, GLO, and City of Houston Program Guidelines and Standard Operating Procedures (SOPs)". External electronic sources of data will be utilized as much as possible and will be available in the City's system of record for Contractor's use if available. In addition to a completed application, the completed application package will contain, at a minimum, the following back-up documentation:

1. Proof of ownership
2. Income verification for homeowners
3. Occupancy at time of storm
4. Primary residence
5. Documentation of Harvey damage and damage from other multiple events (2015 and 2016 Floods, and Ike)
6. Location in a CDBG-DR eligible county (per Federal Register dated 2-9-2018)
7. Child Support Status
8. Property Tax Status
9. Mortgage Payment Status
10. Age of Structure documentation sufficient to inform the environmental review process
11. Location in a floodplain
12. Flood Insurance Status
13. Disability/Handicap Status
14. Presence of child under age five (5)
15. Duplication of Benefits (DOB) details – flood insurance/SBA/FEMA awards and how those awards were spent
16. Existence and status of tenants, lease, and relocation needs
17. Other eligibility requirements as deemed necessary by Program guidelines and SOPs

For homeowners participating in the Homeowner-Managed Pathway, (Path B; estimated 30%), Contractor will also collect documentation regarding their eligibility for participation and will include such documentation in the Application Packet, which will include, at a minimum, the following:

1. All existing contracts for construction
2. Contractor debarment status
3. Any relevant contractor licensing required by local or state requirements
4. Other criteria as determined necessary by the City of Houston

- The City will make all policy decisions and changes.
- The City will be responsible for Duplication of Benefit calculations and verification.
- The City will handle the processing of appeals, according to SOPs and/or program policies.

Limited Legal Services (\$6,735,614)

- Review title as necessary, issue title opinions, and to the extent required to clear title, recommend, pursue, and complete curative measures
- Provide all legal services as requested by the City throughout the process and in accordance with City policy
- The City provided estimated percentages used to develop legal services proposed value
- Payment of Legal Services based upon attached Fee Schedule, not to exceed total sum
- Limited Legal Services will be performed under the direction of a Handling City Attorney in accordance with the City Attorney's Policy on Engagement of Outside Counsel

Ongoing throughout term of Agreement

- Ensure all staff and subcontractors are trained in the City's, GLO's and HUD's CDBG-DR17 Program requirements, and the application process; to the extent there is any inconsistency among them HUD's will take priority, then the GLO's, then the City's requirements
- Facilitate communications strategies to meet reporting requirements
- Integrate NPOs throughout the entire process to provide translation, reach out to vulnerable populations, conduct information workshops, serve as housing advisors throughout the process, implement additional support services under regulatory requirements
- Assist applicants in taking the survey, including providing continuing assistance, guidance and updates to City as needed
- Assist in implementing a process beginning after the survey is complete, through the time the applicant submits a complete application sufficient for HCDD to make program eligibility determination
- Conduct comprehensive citizen engagement through multiple platforms and methods to maximize access to information for hard-to-reach populations and/or those with language or access needs
- Support outreach and marketing by attending community meetings
- Track progress and metrics for reporting
- Manage the tracking, storage, retrieval, and final disposition/uploading of all project documentation
- Conduct Intake as soon as survey responses are received
- Collect documentation from applicants, and help applicant submit application
- Maximize number of applicants that complete process
- Coordinate with Contractor's Subject Matter Experts to assist housing advisors in addressing applicant special needs
- Follow up on all surveys
- Maintain all records, supply appropriate analytics and compliance support within the City's system of record

- Develop and implement a quality control program to ensure compliance with relevant regulations

C. PERFORMANCE MEASURES

Contract is effective as of Countersignature Date. Services are to be performed as of date of issuance of NTP.

1. Kickoff meeting to provide introductions, status, updates, and initial work (Identification of NPOs and HRCs, etc) within seven days – Phase I
2. Fully staff call center within fifteen days - Phase I
3. Fully staff three HRCs within thirty days - Phase I
4. Ensure full implementation of the PMP and its component parts, including quality management
5. Distribute surveys and have intake systems in place within first 30 days. – Phase I
6. At least 40,000 surveys completed, half homeowners and half landlords – Phase III
7. Follow up on all surveys- ongoing
8. Provide Monthly Status Reports (MSR) for at minimum first six months of contract - Phase I & Phase II
9. Contact applicants using three different, documented attempts and coordinate with the City on how to handle applicants who do not provide a response
10. Outreach to 27,000 homeowners, and 35,000 landlords – Phase I and Phase II
 - a. Conduct Town Halls and workshops with sign in sheets
 - b. Door-to-door canvassing with documentation
 - c. Special events as invited by organizations with sign in sheets
11. Intake at least 70% of applications in first six months – Phase I & Phase II
12. At least 20,500 homeowner applications and 19,000 landlord applications initiated – Phase II and Phase III
13. At least 11,500 homeowner applications and 13,000 landlord applications completed – Completed Applications
14. Maintain all records, supply appropriate analytics and compliance support within the system of record -ongoing
15. Complete daily updates within the system of record to ensure the most accurate information is available – ongoing

EXHIBIT A-1



ICF Incorporated, L.L.C.
City of Houston, Outreach, Intake and Case Management Services
October 10, 2018

| Item # | Item | Unit | Estimated Quantity | Unit Price | Total |
|--|---|----------|--------------------|-------------|-----------------|
| 1 | Program Outreach and Marketing Services – Cost for Outreach Plan and Implementing 1 st 90 days of Outreach services | Lump Sum | 1 | \$2,070,277 | \$2,070,277 |
| 2 | Program Outreach and Marketing Services – provided upon City's request – Cost per each additional month of Outreach services | Lump Sum | 1 | \$55,248 | \$55,248.00 |
| 3 | Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application – Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications Owner-occupied | Lump Sum | 1 | \$1,093,885 | \$1,093,885.00 |
| 4 | Intake Services – Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) – assume an estimated 20,500 owner-occupied applications will initially be processed with applicant drop-out during various stages of the Intake process | Each | 11,500 | \$832.20 | \$9,570,300.00 |
| TOTAL OWNER OCCUPIED (ITEMS 1-4) | | | | | \$13,789,710.00 |
| 5 | Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application – Renter-occupied – Estimated 25,000 Landlord Surveys distributed and 19,000 notifications | Lump Sum | 1 | \$1,105,491 | \$1,105,491.00 |
| 6 | Intake Services – Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various stages of Intake process | Each | 13,000 | \$1,013.05 | \$13,169,650.00 |
| TOTAL RENTER OCCUPIED (ITEMS 5-6) | | | | | \$14,275,141.00 |
| TOTAL ALL ITEMS (ITEMS 1-6) | | | | | \$27,064,851.00 |
| TOTAL PERCENT RESERVED FOR NON-PROFIT ORGANIZATION | | | | | 2% |
| Total Estimated Facilities | | | | | \$1,972,752.00 |

| Limited Legal Services | | Estimated Quantity | Unit Price |
|--|--|---------------------------|---|
| Item # | Limited Legal Services to include the following services | | |
| 7 | Title-Full Search | Undetermined at this time | \$300.00 |
| 8 | Release of Lien | Undetermined at this time | \$175.00 plus filing fee |
| 9 | Power of Attorney | Undetermined at this time | \$175.00 |
| 10 | Power of Attorney | Undetermined at this time | \$175.00 |
| 11 | Not one and the Same Affidavit | Undetermined at this time | \$175.00 plus filing fee |
| 12 | Small Estate Affidavit | Undetermined at this time | \$175.00 plus filing fee |
| 13 | Release of notice of seizure, preparation and filing | Undetermined at this time | \$175.00 plus filing fee |
| 14 | Affidavit of Heirship | Undetermined at this time | \$150.00 per hour- maximum amount \$1000.00 |
| 15 | Guardianship | Undetermined at this time | \$150.00 per hour- maximum amount \$1000.00 |
| 16 | Modification of Guardian Ship | Undetermined at this time | \$175.00 plus filing fee |
| 17 | Correction Instrument | Undetermined at this time | \$175.00 plus filing fee |
| 18 | Correction Instrument | Undetermined at this time | \$150.00 per hour- maximum amount \$1000.00 |
| 19 | Redemption of Tax Sales | Undetermined at this time | \$175.00 plus filing fee |
| 20 | Gift Deed | Undetermined at this time | \$175.00 plus filing fee |
| 21 | Renunciation and Disclaimer of Property | Undetermined at this time | \$150.00 per hour- maximum amount \$1000.00 |
| 22 | Guardianship proceedings | Undetermined at this time | \$150.00 per hour- maximum amount \$1000.00 |
| Total Estimated Limited Legal Services | | | \$6,735,614.00 |
| Total Estimated Price | | | \$35,773,197.00 |

| Item/Description | Milestone | Acceptance Criteria | % of Unit Price | Invoice Price |
|--|--|--|-----------------|---------------|
| Item 1: Program Outreach and Marketing Services - Cost for Outreach Plan and Implementing 1st 90 days of Outreach services | 1 | Work accomplished as stated in the 1st MSR | 33% \$ | 683,191 |
| | 2 | Work accomplished as stated in the 2nd MSR | 33% \$ | 683,191 |
| | 3 | Work accomplished as stated in the 3rd MSR | 34% \$ | 703,895 |
| | Total Item 1 Price: | | 100% \$ | 2,070,277 |
| Item 2: Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services | Monthly as needed | Work Initiated and stated in the MSR for month-to-month services | 100% \$ | 55,248 |
| Total Item 2 Price: | | | 100% \$ | 55,248 |
| Item #3: Development & Distribution of Survey documents, Analysis and Report of Results, and Notify Survey Responders of when to submit full Program Application - Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner occupied | 1 | Work accomplished as stated in the 1st MSR | 40% \$ | 437,545 |
| | 2 | Work accomplished as stated in the 2nd MSR | 30% \$ | 328,160 |
| | 3 | Work accomplished as stated in the 3rd MSR | 15% \$ | 164,080 |
| | 4 | Work accomplished as stated in the 4th MSR | 7% \$ | 76,570 |
| | 5 | Work accomplished as stated in the 5th MSR | 5% \$ | 54,693 |
| | 6 | Work accomplished as stated in the 6th MSR | 3% \$ | 32,817 |
| Total Item 3 Price: | | | 100% \$ | 1,093,865 |
| Item #4: Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications | Reoccurring milestones based on number of applicants (11,500)* | | \$ | 832.20 |
| Total Item 4 Unit Price: | | | 0% \$ | 832.20 |
| Total Units | | | | 11,500 |
| Total Item 4: | | | 100% \$ | 9,570,300 |
| Total Owner-Occupied (Items 3-4) | | | | 10,664,165 |
| Item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000 | 1 | Work accomplished as stated in the 1st MSR | 40% \$ | 442,196 |
| | 2 | Work accomplished as stated in the 2nd MSR | 30% \$ | 331,647 |
| | 3 | Work accomplished as stated in the 3rd MSR | 15% \$ | 165,824 |
| | 4 | Work accomplished as stated in the 4th MSR | 7% \$ | 77,384 |
| | 5 | Work accomplished as stated in the 5th MSR | 5% \$ | 55,275 |
| | 6 | Work accomplished as stated in the 6th MSR | 3% \$ | 33,165 |
| Total Item 5 Price: | | | 100% \$ | 1,105,491 |
| Item #6: Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications | Reoccurring milestones based on number of applicants (13,000)* | | \$ | 1,013.05 |
| Total Item 6 Unit Price: | | | 0% \$ | 1,013.05 |
| Total Units | | | | 13,000 |
| Total Item 6: | | | 100% \$ | 13,169,650 |
| Total Owner-Occupied (Items 5-6) | | | | 14,275,141 |
| Total All Items (Items 1-6) | | | | 27,064,831 |
| Facilities Estimated Expenses (Reimbursable at Actual Cost) | | | \$ | 1,972,752 |
| Estimated Legal Expenses (Reimbursable at | | | \$ | 6,735,614 |
| Total Contract Value: | | | \$ | 35,773,197 |

EXHIBIT A-2

EXHIBIT A-2

CITY OF HOUSTON OFFICE OF THE CITY ATTORNEY POLICY ON ENGAGEMENT OF OUTSIDE LEGAL COUNSEL

I. DEFINITIONS

- A. "Handling City Attorney" means the assistant City attorney who has been assigned to supervise the Firm's provision of legal services in accordance with the terms of the professional services contract between the Firm and the City.
- B. "City" means the City of Houston, Texas.
- C. "Firm" means the outside law firm retained by the City to provide legal services to the City.
- D. "Agreement" means a written professional services contract between the Firm and the City for provision of legal services to the City. Agreement includes a City Purchase Order with an Addendum issued by the City for the provision of legal services.

II. INTRODUCTION

When contracting with the Firm, the City of Houston Legal Department expects to receive the highest caliber of professional legal services at the most reasonable price. All Firms providing legal services to the City shall comply with the provisions and directives contained in this Policy. Unless specifically agreed otherwise in writing, this Policy on Engagement of Outside Legal Counsel ("Policy") shall supplement any related Agreement between the Firm and the City. To the extent one or more provisions of the Policy are inconsistent with the terms of the Agreement, the Agreement will govern as to the inconsistent Policy provision.

III. THE FIRM'S PROVISION OF LEGAL SERVICES

A. The Firm's Staff

- 1. Concurrent with execution of the Agreement, the Firm shall advise the Handling City Attorney which lawyers in the Firm will provide such legal services. Firm shall not use or bill for additional lawyers or staff without prior approval by the City Attorney.
- 2. Only one attorney from the Firm shall attend meetings, depositions, arguments, discovery hearings, motion conferences, and so forth. The City will not pay for the participation or attendance of more than one attorney at events absent the City Attorney's prior written approval. In the case of trials and major hearings, the Firm may have a second person attend, with the City Attorney's prior written approval.
- 3. As the Firm has been retained due to its expertise, the City will not pay and the Firm will not bill or invoice for any time spent or expenses incurred in educating Firm members

or employees in procedural matters or the substantive law applicable to the legal matter the Firm is handling for the City.

4. The City acknowledges that staffing changes at the Firm may be necessary from time to time. However, once the Firm's attorneys or legal assistants have begun handling a legal matter for the City, the City will not pay, and the Firm will not bill or invoice, for any resulting "downtime", "learning time", or expenses that may result from a staffing change at the Firm.

B. Coordination of Work with the City Attorney's Office

I. The Firm shall inform the Handling City Attorney of any relevant developments relating to the legal matter being handled by the Firm, including (but not limited to):

- a. Due dates for:
 - (1) Responses to pleadings.
 - (2) Responses to discovery.
- b. Hearing and trial dates.
- c. Briefing deadlines.
- d. Motion deadlines.
- e. Witness meetings and depositions.

2. If the Handling City Attorney needs to be present at a meeting with the Firm, then the Firm shall schedule the meeting at a time and place convenient for the Handling City Attorney.

3. The Firm must promptly provide drafts of any original briefs, pleadings, or other documents ("Documents") it creates in the course of handling a legal matter for the City to the Handling City Attorney, for his or her approval and a copy of documents once finalized. The City shall not pay the Firm for the fees and expenses the Firm incurs in creating such Documents until the Firm provides them to the Handling City Attorney.

4. The Firm shall ensure that the Handling City Attorney receives copies of the following items in a timely manner.

- a. All pleadings filed by all parties involved. Pleadings shall include motions and exhibit documentation.
- b. All correspondence between the parties, their counsel, or the court.

5. In cases involving litigation, the Firm shall provide a pre-trial memorandum of legal issues and potential outcomes to the Handling City Attorney at least two weeks before commencement of the trial. The Firm shall provide a post-trial memo if requested by the Handling City Attorney.

6. The Firm shall issue no press release, announcement or other release of information relating to legal matters on which it represents the City (or any party the City employs Firm to represent) without the prior consent of the City Attorney.

C. Legal Resources

1. The Firm's Use of the City Attorney's Office's Legal Resources

a. In order to reduce the City's legal costs where practicable, the Firm's attorneys shall make use of the legal personnel in the City Attorney's office, as well as any other personnel or facilities of the City. For example, the City's legal staff can help the Firm prepare discovery responses or schedule matters associated with the appearance or participation of City employees or officers. The Handling City Attorney will assist the Firm in coordinating such activities.

b. Prior to undertaking a legal research project, the Firm shall ask the Handling City Attorney to provide any research the City Attorney's Office has already performed regarding the legal matter the Firm is to handle for the City. Further, before the Firm undertakes a legal research project, the Handling City Attorney's prior approval is required.

c. In some cases, the Firm's attorney and the Handling City Attorney may share responsibilities for:

- (1) Document retrieval;
- (2) Pre-trial discovery;
- (3) Witness preparation;
- (4) Hearings;
- (5) Trial; and
- (6) Appellate work and argument.

2. Firm's Use of Other Legal Resources. When handling a legal matter for the City, the Firm shall use paralegal personnel whenever possible in order to reduce the City's overall legal costs.

IV. PAYMENT

A. The Firm's Budget and Billing Policies

1. Before the Firm begins handling a legal matter for the City, it shall provide to the City Attorney an initial budget which shall include, at a minimum, a list of each specific legal service the Firm shall perform for the City, and include:

- a. A detailed estimate of all fees, expenses, and costs the Firm shall charge for each legal service to be performed by the Firm;
- b. The identity and billing rate of each of the Firm's attorneys and paralegals who are to perform each legal services; and
- c. The amount of time the Firm expects to take to perform each legal service.

2. The Firm shall update its budget every six months or more frequently when requested by the City Attorney or Handling City Attorney. The Firm shall provide a copy of each revised budget to the City Attorney and Handling City Attorney, and shall point out and explain each material modification or change from previous budgets.

3. *If it becomes apparent to the Firm that it will exceed its budget, the Firm must promptly notify the City Attorney and First Assistant City Attorney in writing, describing in detail the reason(s) why the Firm expects to or has overrun its budget.*

4. The City will not pay any amount in excess of the Firm's budget without the prior written approval of the City Attorney and, where appropriate, the City Council.

5. Failure to submit invoices each month timely, that is on or before the first business day of the month following the month in which services are rendered or expenses incurred, may result in the City denying or reducing payment for the invoiced amounts to the extent the invoiced amounts are (a) unverifiable or disputed by the Handling City Attorney or First Assistant City Attorney, or (b) otherwise prohibited or restricted as described in Section V, Monitoring Contract Funds.

B. The Firm's Legal Fees

1. The Firm shall bill the City on a monthly basis as follows:

a. The Firm shall identify the total amount to be charged to the City for all legal services provided by the Firm.

b. The Firm shall provide a billing report for each specific legal service performed by the Firm as identified in the Firm's budget. For each such legal service, the billing report shall record:

- (1) each date on which the legal service was performed,
- (2) the time expended performing legal services on each date,
- (3) each member of the Firm, who performed this legal service during this day,
- (4) the billing rate of each member of the Firm so identified, and
- (5) the total charge for performance of the legal service by each Firm member during this day and time. A sample of this billing report is included in Exhibit "A1".

2. All time billed by the Firm shall be in increments of 6 minutes (1/10 of an hour) and shall specifically identify the legal service performed by the Firm's personnel during that time, in accordance with the list of legal services identified in the Firm's budget.

3. Block billing is unacceptable. Each task and its corresponding time entry shall be identified separately.

4. If the Firm expects to be compensated for a conference between two or more of the Firm's personnel without any participants from outside the Firm, then

a. The Firm employees shall not each charge the City for their time spent participating in the conference at their individual hourly billing rates. Instead, the Firm shall be compensated for the conference at an amount that is equal to a "special conference hourly billing rate" multiplied by the length of the conference (in hours). The "special conference hourly billing rate" shall not exceed 150% of the highest billing rate associated with the conference, which the Firm may determine in either of the two following ways:

- (1) As equal to the per-hour billing rate of the Firm employee participating in the conference with the highest per-hour billing rate, or
- (2) As equal to the pro rata billing rate for the conference, which shall be calculated as follows:
 - (a) Each member's hourly billing rate is multiplied by the number of hours that member participated in the conference;
 - (b) Each member's individual per-hour billing rate charge is added together to arrive at the total amount of charges associated with the conference; and
 - (c) The total amount of charges associated with the conference is divided by the number of Firm members participating in the conference.

b. The Firm must justify such an expense in writing at the time the bill for such a meeting is presented to the City, including a description of how the Firm arrived at the "special conference hourly billing rate" charged to the City for this conference.

C. The Firm's Expenses

1. The City shall reimburse the Firm for the actual cost of out-of-pocket expenses incurred by the Firm which are related to the legal matter the Firm handles for the City, as follows:

2. Specific Expense Provisions

a. Photocopy Expenses.

- (1) Any photocopy expenses incurred by the Firm at a cost of more than 10 cents per page must be approved in advance by the Handling City Attorney.
- (2) Any photocopy costs in excess of \$500 for a single job must be authorized in advance by the Handling City Attorney. The Firm's request for approval of such photocopy costs must be accompanied by cost estimates provided by at least three (3) photocopy vendors, one of which may be the Firm itself.
- (3) Notwithstanding (1) and (2) above, the Firm shall use vendors such as court reporters and copying services under contract with the City whenever possible. The Firm should ask the Handling City Attorney to identify such contracts for its use.

b. Travel Expenses.

(1) The Firm shall exercise prudence in incurring travel expenses. Travel expenses for lodging, meals, and out-of-town transportation shall be at reasonable rates and consistent with the City's travel policies. It shall be the Firm's responsibility to apprise itself of the City's travel policies; if clarification of such policies is required, the Firm may contact the Handling City Attorney for such clarification.

(2) The Firm shall not charge for any time a Firm member spends traveling or providing legal services during travel, unless otherwise approved in advance by the City Attorney.

(3) Whenever the Firm wishes to have more than one Firm member incur travel expenses related to the legal matter the Firm is handling for the City, the Firm must request and obtain advance approval from the City Attorney for such travel expenses. This requirement applies regardless of whether the different Firm members incur travel expenses at the same time or at different times.

(4) The Firm shall not charge for time or mileage while traveling within the City limits.

c. Telephone / Telecommunications Expenses.

(1) The City shall not pay for any of the Firm's local telephone expenses.

(2) The maximum time the City shall pay for the Firm's long-distance phone calls related to the legal matter the Firm is handling for the City (whether incurred for voice or data transmission) is 6 minutes, unless the Firm provides a detailed explanation justifying payment for a longer period.

(3) The City shall not pay for the following unless agreed to in advance and in writing by the Handling City Attorney:

(a) Fax charges for local numbers;

(b) Fax charges for long distance numbers at more than the cost of the call.

d. The City shall not pay any of the following out-of-pocket expenses incurred by the Firm unless such payment is agreed to in advance by the City Attorney:

(1) Secretarial or word processing services (normal, temporary, or overtime);

(2) Any staff service charges, regardless of when such charges are incurred, such as meals, filing, or proofreading.

e. The following Firm expenses shall not be paid for by the City in any event:

- (1) Office supplies.
- (2) Firm time spent responding to the City's billing inquiries or preparing bills, billing estimates, expense reports, budgets or status reports;
- (3) Overhead, including but not limited to, after-hours air conditioning or heating and online legal research service fees (including but not limited to any Westlaw or Lexis charges or fees), however characterized.

3. The Firm shall bill the City for its expenses by submitting invoices detailing the following for each expense for which the Firm wishes to be reimbursed:

a. Identification of the legal service performed for the City in which the Firm incurred the expense;

b. Identification of the specific expense incurred by the Firm, including but not limited to:

- (1) Long distance calls to the extent permitted under Section C(2)(c) as a reimbursable travel expenses;
- (2) Photocopying;
- (3) Cost of transcripts;
- (4) Cost of expert witnesses; and
- (5) Court costs.

c. If the expense is a travel or out-of-town living expense, then the Firm shall itemize such expenses separately on an attached form and describe in specific detail the type of expense incurred and where applicable, the person incurring the charge or participating in the event. Allowable costs are:

- (1) Travel;
- (2) Lodging;
- (3) Business meetings;
- (4) Meals;
- (5) Taxis and similar ride-sharing or transportation network vehicles (e.g. Uber, Get Me, or Lyft); and
- (6) Case-related long distance telephone or fax charges.

4. In addition to the above invoices, the Firm must also submit receipts or other documentation verifying each expense for which the Firm expects to be reimbursed by the City.

D. Audits and Review

1. At any time, representatives of the City may audit the Firm's invoices, billings, and invoicing and billing practices respecting the legal services the Firm provides to the City.

2. The Handling City Attorney shall review all bills and invoices and may request that the Firm reasonably adjust such bills and invoices to comply with the provisions and directives contained in this Policy.

V. MONITORING CONTRACT FUNDS

It is the Firm's responsibility to closely monitor expenditures under the contract and to notify the appropriate First Assistant City Attorney and the Handling City Attorney, in writing, when fees and expenses equal to 80% of the total contract funding have been accrued or committed, even if they have not yet been billed. At this point, the Firm shall stop providing services, unless instructed otherwise by the First Assistant City Attorney or City Attorney, until notified in writing that the City has allocated additional funding. The City has no obligation to pay for invoiced amounts in excess of the 80% allocation in the absence of prior, written approval from the First Assistant City Attorney or City Attorney. **THE CITY SHALL NOT HAVE ANY OBLIGATION TO PAY AND SHALL NOT PAY FOR SERVICES RENDERED OR EXPENSES INCURRED AFTER ALLOCATED FUNDS ARE EXHAUSTED.**

VI. TERMINATION

Despite the termination provisions set out in the professional services contract agreement between the City and the Firm, the Firm shall not terminate the agreement and stop providing legal services to the City in the following situations:

A. Within 30 days of a deadline stated in the applicable docket control order;

B. Within 60 days of a trial setting or administrative hearing or any appellate deadline in the cause in question; or

C. In any other situation in which the Firm's termination of legal services would result in substantial prejudice to the City's rights.

D. The Firm may withdraw in accordance with the Texas Disciplinary Rules of Professional Conduct.

THIS PROHIBITION OF TERMINATION OF THE AGREEMENT UNDER CERTAIN CIRCUMSTANCES DOES NOT AFFECT THE FIRM'S OBLIGATION TO SUSPEND THE PROVISION OF SERVICES UNDER SECTION V ABOVE.

EXHIBIT B

EXHIBIT B
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Developer/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 Developer/Contractor is aware of and by the time the contract is awarded or Agreement is entered into, 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 or if no notice to proceed is issued on the first day Developer/Contractor begins work under this Agreement:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Developer/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. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Developer/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.

Date

Developer/Contractor Name

Signature

Title

EXHIBIT B-1

EXHIBIT B -1

DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company)

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

This reporting period covers the preceding six months from _____ to _____, 20 ____.
Initials: _____

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).

Initials _____
Written drug testing procedures have been implemented in conformity with the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

Initials _____
Collection/testing has been conducted in compliance with federal Health and Human Services (HHS) guidelines.

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

From _____ to _____ the following testing has occurred:
(start date) (end date)

| | <u>Random</u> | <u>Reasonable Suspicion</u> | <u>Past Accident</u> | <u>Total</u> |
|----------------------------|---------------|---------------------------------|--------------------------|--------------|
| Number Employees Tested | _____ | _____ | _____ | _____ |
| Number Employees Positive | _____ | _____ | _____ | _____ |
| Percent Employees Positive | _____ | _____ | _____ | _____ |

(Initials)

Any employee who tested positive was immediately removed from the City worksite consistent with the Mayor's Policy and Executive Order No. 1-31.

(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.

(Date)

(Typed or Printed Name)

(Signature)

(Title)

EXHIBIT C.

**CONTRACTOR'S CERTIFICATION
OF NO SAFETY IMPACT POSITIONS
IN PERFORMANCE OF A CITY CONTRACT**

I _____ (Name) _____ (Print/Type) _____ (Title)
as an owner or officer of _____ (Contractor)
_____ (Name of Company)

have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.17 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date

Contractor Name

Signature

Title

EXHIBIT D

EXHIBIT D CDBG PROGRAM REQUIREMENTS

All references in this document to "Contractor" shall apply to the District and any contractor, or subcontractor performing work in connection with the Voluntary Property Buyout Program, pursuant to the foregoing Agreement.

SECTION 1 Public Law 88-352 and Public Law 90-284; Affirmatively Furthering Fair Housing; Executive Order 11063

A. The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. 2000d et seq.) ("Title VI") and with Title 24 Code of Federal Regulations (CFR) 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. [24 CFR §570.601]

B. The Contractor shall comply with Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and urban development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to take meaningful actions to further the goals identified in the grantee's AFH conducted in accordance with the requirements of 24 CFR §5.150 through 5.180 and take no action that is materially inconsistent with its obligation to affirmatively further fair housing. [24 CFR §570.601]

C. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Com., p. 652; 3 CFR, 1980 Comp., p 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, if applicable. [24 CFR §570.601]

SECTION 2 Section 109 of The Housing and Community Development Act of 1974

The Contractor shall comply with Section 109 of the Housing and Community Development Act of 1974 ("Section 109") and implementing federal regulations, 24 CFR §570.602, issued pursuant to Section 109. No person in the United States shall, on the basis

of race, color, national origin, religion 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 and on the basis of disability under Section 504 of the Rehabilitation Act, which shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6. [24 CFR §570.602]

SECTION 3

Environmental Standards

Contractor understands that it does not assume the environmental responsibilities located at 24 CFR §58. [24 CFR §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. [24 CFR § 570.605]

SECTION 5

Displacement, Relocation, Acquisition and Replacement of Housing

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), as applicable; 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. [24 CFR § 570.606]

SECTION 6
Employment and Contracting Opportunities

A. **Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity)**

The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion sex, or national origin. Contractor will take affirmative action to ensure applicants are employed, and 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.
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, or national origin.
3. 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, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor set forth at 41 CFR § 60.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, 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.

6. 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, as amended, other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of the U.S. Department of Labor, or as otherwise provided by law.
7. The Contractor will include provisions similar to paragraph 1 through 7 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, as amended, 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. [24 CFR § 570.607]

B.

**Section 3 Of The Housing And Urban
Development Act Of 1968**

(1) 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") and implementing regulations at 24 CFR Part 135 apply 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.

(2) 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.

(3) 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.

(4) 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 CFR Part 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.

(5) 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.

(6) 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.

SECTION 7

Lead-Based Paint Poisoning Prevention Act

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856), and the implementing regulations at 24 CFR Part 35, Subparts A, B, J, K and R may apply to activities under the Agreement. [24 CFR §570.608]

SECTION 8
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 the provisions of 24 CFR Part 5 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. firms 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. [24 CFR § 570.609]

SECTION 9
Uniform Administrative Requirements, Cost Principles and Audit Requirements

The Contractor shall comply with "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards" as applicable, and as they relate to the acceptance and use of Federal funds. [24 CFR §570.610]

SECTION 10
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 CFR Part 200, Subpart D - Post Federal Award Requirements, shall apply.

In all cases not governed by 2 CFR Part 200, Subpart D - Post Federal Award Requirements, 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 24 CFR §570.203, § 570.204 or §570.455) or §570.703(i).

- (i) No persons described in paragraph (ii) (below) who exercise or have exercised any functions or responsibilities 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 with respect to the CDBG assisted activity, or with respect to the proceeds of the CDBG assisted activity.
- (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 which receives funds under the CDBG grant. [24 CFR §570.611]

SECTION 11

Executive Order 12372

Contractor understands that implementing regulations at 24 CFR Part 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. [24 CFR § 570.612].

SECTION 12

Eligibility for Certain Resident Aliens

Contractor understands that certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under activities meeting the requirements of section 24 CFR § 570.208 (a) that either (1) have income eligibility requirements limiting the benefits exclusively to low and moderate income persons, or (2) are targeted geographically or 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 displacees 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 CFR § 49.20. [24 CFR § 570.613]

SECTION 13
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 14
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 15
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 CFR §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 CFR §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 16

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 CFR §40.2 or the definition of "building" as defined in 41 CFR 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 CFR Part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 10119.6, 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 accomplishable and able to be carried out without much difficulty or expense. [24 CFR § 570.614]

SECTION 17

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 five years from the expiration date of the Agreement unless a longer period is required under 24 CFR §570.502. The Contractor shall maintain records required by 24 CFR §135.120 for the period that HUD requires the records to be maintained. 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 18

Audit Requirements

a. Limited Scope Audit - Contractor understands that Non-Federal entities that expend less than \$750,000 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 17. Contractor further understands that limited scope audits can and may be required by the City for non-Federal entities that expend less than \$750,000. If the City requires such limited scope audits, same shall be performed in accordance with 2 CFR Part 200, Subpart F - Audit Requirements.

b. Single Audit - Single Audit - Contractor further understands that non-Federal entities that expend \$750,000 or more a year in Federal awards shall have a single audit conducted pursuant to 2 CFR Part 200, Subpart F - Audit Requirements, except when an election is made to have a program specific audit pursuant to and described in 2 CFR 200, Subpart F - Audit Requirements. 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.

EXHIBIT E

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective participant") is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Covered Transaction," without modification, in all covered transactions and in all solicitations for covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 Nonprocurement Programs.
8. 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.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION— COVERED TRANSACTIONS

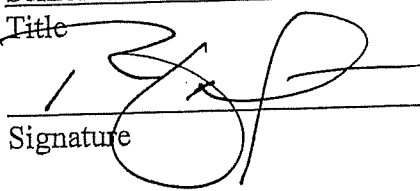
- (1) The prospective participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ICF Incorporated, L.L.C
CONTRACTOR Company Name

Contract Number

Robert F. Toth
Name

Senior Vice President, Contracts and Administration
Title


Signature

10/22/2018
Date

EXHIBIT F

EXHIBIT F
ANTI-LOBBYING CERTIFICATION

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

- 1) No Federal appropriated funds 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 U.S.C. § 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 U.S.C. § 3801 etseq., apply to this certification and disclosure, if any.

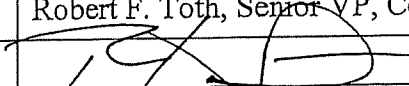
| | |
|------------------------------|--|
| Contractor Name: | ICF Incorporated, L.L.C. |
| President: | John Wasson |
| Name of Authorized Official: | Robert F. Toth, Senior VP, Contracts & Admin. |
| Signature: |  |
| Date: | October 22, 2018 |

EXHIBIT G

EXHIBIT G

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 CFR 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 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

4600015127
2080-0886

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**FIRST AMENDMENT TO OUTREACH, INTAKE AND CASE MANAGEMENT
SERVICES AGREEMENT**

This **FIRST AMENDMENT** to the Outreach, Intake and Case Management Services Agreement ("First Amendment") is made and entered into on the date countersigned by the City Controller ("Effective Date of this First Amendment") by and between the **CITY OF HOUSTON, TEXAS** (the "City"), a municipal corporation and home-rule city of the state of Texas, principally situated in Harris County, Texas, and, **ICF INCORPORATED, L.L.C.**, a foreign limited liability company doing business in Texas ("Contractor"). City and Contractor may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS:

1. Pursuant to Ordinance No. 2018-894, the City and Contractor entered an Outreach, Intake and Case Management Services Agreement, Contract No. 4600015127 (the "Original Agreement") to provide outreach, intake, and case management services for the City's Housing and Community Development Department ("HCDD") Hurricane Harvey disaster recovery programs.
2. The City and Contractor now desire to amend the Original Agreement to: 1) modify the termination provisions, 2) reduce the budget, modify costs for various services and expenses such as other direct reimbursable costs, and shift the amounts in various budget line items, 3) provide for a mechanism to resolve the payment of certain previous invoices, and 4) update various provisions to reflect administrative or operational changes.
3. NOW, THEREFORE, for and in consideration of mutual covenants, agreements, and benefits to the Parties, the City and Contractor agree as follows:

Article I.

Section 1.2, Addresses, is hereby modified to update the Contractor's email address as follows:

1.2.1 The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City
City of Houston
Tom McCasland, Director
Housing and Community
Development Department
P.O. Box 1562

Contractor
Dorothy A. Shields
Director, Contracts
ICF Incorporated, L.L.C.
9300 Lee Highway
Fairfax, VA 22031

Article II.

Section 3.4, Time of Performance, is amended by adding the following provision:

3.4.3 Extensions

If Contractor requests an extension of time to complete its performance under the current terms and conditions of the Agreement, then the Director, in consultation with the CPO, may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

Article III.

Section 3.7.2 of the Indemnification clause is hereby deleted in its entirety and replaced with the following:

3.7.2 CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT, AND FOR FOUR (4) YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION UNDER THIS SECTION 3.7 WITH REGARDS TO CLAIMS MADE BY THIRD PARTIES IS LIMITED TO \$5,000,000. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

Article IV.

Section 4.1.1 of the 4.1 Payment Terms clause is hereby amended, as shown by the addition of the underlined terms below and Sections 4.1.2, 4.1.3. and 4.1.3.1 are hereby deleted in their entirety and replaced with the following:

4.1.1 Upon the Director's or Designee's approval of the Deliverables, the City shall pay and Contractor shall accept the Contract Price set out in Revised Exhibit "A-1," subject to allocation of funds as set out below.

4.1.2 Throughout the remainder of the this Agreement (i.e. the First Amendment and the Original Agreement), the City will pay Contractor at the end of each month on the basis of Director-approved invoices showing the total services performed during the preceding month as agreed in this First Amendment and Original Agreement, and set out in Revised Exhibit A-1, along with Contractor providing other evidence supporting the costs and services. For clarity, each time new work or services from Revised Exhibit A-1 are performed by Contractor at the City's request, even regarding the same applicant, the Director or his Designee may, in his sole but reasonable discretion, but is not obligated to, approve payment for those services up to the amount of \$832.20 as set forth for such services in Revised Exhibit A-1 provided the costs are reasonable and necessary. This includes application services, such as Intake Services – Owner Occupied.

4.1.3 The City shall pay Contractor the documented, actual cost of itemized reimbursable expenses that have been approved pursuant to Section 4.1.3.1, which payment shall be made in accordance with and pursuant to Section 4. The reimbursable expenses will be paid out of the line item for Other Direct Costs ("ODC"), included under Revised Exhibit A-1.

4.1.3.1 Contractor shall propose a maximum amount for each reimbursable expense at the time that services requiring such expenses are requested by the Director. The Director must approve the categories and amounts of reimbursable expense in writing before Contractor incurs them. The compensation for reimbursable expenses shall not exceed the amount of the ODC line item under Revised Exhibit A-1 (\$3,000,000) unless the Director, at his sole discretion, approves, in writing, a change to this budget line item.

Article V.

Section 4.7.3 of the 4.7 Changes clause is hereby amended, as shown by the addition of the underlined terms below, to read as follows:

4.7.3 The Director may issue more than one Change Order, subject to all the following limitations:

(a) City Council expressly authorizes the Director to approve one or more Change Orders without the need to return to City Council for approval for up to \$50,000. A Change Order of more than \$50,000 over the approved contract amount, as reduced by the Ordinance accompanying this First Amendment, must be first approved by the City Council before the Director issues it.

(b) If a Change Order clearly describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

(c) The cumulative total of all Change Orders issued under this section may not increase the amount of this First Amendment, as set forth in Revised Exhibit A-1, by more than 25%.

Article VI.

Article 4, Duties of the City, is hereby amended to add section 4.8 Payment of Certain Invoices:

4.8 Payment of Certain Invoices

4.8.1. The Parties have developed differences regarding whether any money is due to Contractor under the Agreement and about the amount due, if any, with respect to

invoices listed in Exhibit J relating to "Intake Services – Owner Occupied" (as described in Revised Exhibit A-1 of the Agreement) for approximately 2,980 returned to intake applications, media buys from approximately March 29, 2019, through June 5, 2019, canvassing costs for the approximate period of February 2019 through August 2019, and staffing a call center (the "Dispute"). ICF represents, warrants, and agrees that Exhibit J reflects all the invoices and unpaid amounts ICF claims are due to it from the City with respect to the services described above for the past time periods reflected therein (including all support documentation for the invoices reflected in Exhibit J) and that the total amount of the Dispute does not and shall not exceed \$4,333,009.30 ("Maximum Disputed Amount").

4.8.2. The Parties are aware of the hazards, expense, and uncertainties associated with litigation and both Parties desire and have worked together in good faith to compromise and settle any and all claims arising out of or relating to a specific subset of the invoices within the Dispute, which subset of disputed invoices are attached hereto as Exhibit J-1 (the "Subset"). "Subset" refers solely to the invoices attached as Exhibit J-1 and solely to the services performed and completed or goods provided all of which are associated with those invoices as shown in the support documentation accompanying the invoices, also included in Exhibit J-1, and not to any other invoices, services, or other matters between the City and ICF.

4.8.3. Subject to the allocation of funds for this Agreement, the Director shall, within 30 days from the Controller's countersignature of the Agreement, pay Contractor the total sum of nine hundred ninety-nine thousand three hundred fifty-five dollars and twenty-four cents (\$999,355.24) ("Invoice Payment Amount") and Contractor agrees to accept the Invoice Payment Amount in full and final settlement and satisfaction of any and all claims that ICF had, has, or may have in the future, whether known or unknown, against the City arising out of, touching upon, or in any way related to the Subset and the services performed in conjunction therewith.

4.8.4. For the avoidance of doubt, and notwithstanding anything to the contrary within this Agreement, Contractor's acceptance of the Invoice Payment Amount as full and final settlement and satisfaction is limited solely to the Subset and nothing in this Agreement shall be interpreted to affect the Parties' rights and obligations with respect to the Reduced Maximum Disputed Amount (as defined below) and associated remaining invoices associated with the Reduced Maximum Disputed Amount. Contractor does not and has not by virtue of executing this Agreement or otherwise agree to a final settlement, discharge, or release of claims for the Reduced Maximum Disputed Amount.

4.8.5. The City and Contractor agree that City's payment and Contractor's acceptance of the Invoice Payment Amount for the Subset reduces, offsets, and shall be credited against the Maximum Disputed Amount by the amount of the Invoice Payment Amount (i.e. **\$4,333,009.30 - \$999,355.24**). Upon the City's payment of the Invoice Payment Amount to Contractor for the Subset, ICF shall not seek and the City shall not pay and shall have no obligation to pay, if any such obligation is found to exist, an amount

greater than difference between the Maximum Disputed Amount and the Invoice Payment Amount with respect to the Dispute (i.e. \$4,333,009.30 - \$999,355.24, which calculation yields the amount herein defined and referred to as the "Reduced Maximum Disputed Amount"). The Parties agree not to file suit against each other with respect to the Invoice Payment Amount or Subset and circumstances giving rise to the Parties' disagreement about the Subset and the resulting Invoice Payment Amount, except that this covenant not to sue is without prejudice to the City's rights with respect to the Subset and Invoice Payment Amount to pursue any available legal remedies (including without limitation filing suit) against Contractor for any intentional fraudulent act committed or caused by Contractor, as Contractor is defined in Section 3.7.1.1; to enforce Section 6.10.5 of the Agreement; and to enforce and pursue any available legal remedies in the event of Contractor's breach of Section 6.10.5, including a breach of Section 6.10.5.

4.8.6. Notwithstanding any other terms or conditions of this Agreement, and for avoidance of doubt, Contractor understands and agrees that the City's payment and Contractor's acceptance of the Invoice Payment Amount does not relieve Contractor from its obligations under Section 6.10.5 of the Agreement and Contractor remains obligated to repay, refund, and/or reimburse the City resulting from the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay the Invoice Payment Amount pursuant to Section 6.10.5 of the Agreement.

Article VII.

Section 5.2, Termination for Convenience by the City, is hereby amended, as shown by the addition of the underlined terms below in the introductory clause of Sections 5.2.1 and 5.2.2 below and the addition of a new clause, 5.2.4, to read as follows:

5.2 Termination for Convenience by the City

5.2.1 The Director may terminate this entire Agreement at any time, in its entirety or in part, without cause by giving at least thirty (30) days written notice to Contractor, with a copy of the notice to the CPO. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

5.2.2 On receiving the notice of termination under this Section 5.2 of the Agreement, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. If the termination affects only a particular service offering, cost, ODC, or other budget line item, Contractor shall, as soon as practicable after receiving the termination notice, submit a Request for Payment for all services performed, but not already paid for, through the date of termination for the respective service offering, cost, ODC, or other budget line item, or, in the case of the termination of this Agreement in its entirety, a Request for Payment for all remaining service offering, cost, ODC, or other budget item, which shall be payable

in the manner provided in Section 4 of this Agreement.

5.2.4 Unless the Director directs otherwise, Contractor's obligations under Section 6.29, Agreement Closeout and Transition Plan, shall survive the termination of the Agreement, including a termination under this Section 5.6

Article VIII.

Sections 5.3.1 and 5.3.2 of Section 5.3, Termination for Cause by the City, are hereby deleted their entirety and replaced with the following:

5.3.1 If Contractor defaults under this Agreement and fails to cure the default after receiving notice of it as provided below, the Director may terminate this Agreement, in its entirety or in part. The City's right to terminate this Agreement or any portion of this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- a. Contractor fails to perform any of its material duties under this Agreement;
- b. Contractor abandons the performance of services under this Agreement, neglects to perform the Scope of Services in connection with the Agreement in a timely manner, or refuses or neglects to supply or proper or sufficient materials or workmen, or fails to perform under the provisions of any of the Program Documents pertaining to the Scope of Services;
- c. Any warranty or representation made by the Contractor in this Agreement is at any time false or misleading in any respect;
- d. Contractor becomes insolvent;
- e. All or a substantial part of Contractor's assets are assigned for the benefit of its creditors;
- f. Contractor violates any law or ordinance; or
- g. A receiver or trustee is appointed for Contractor.

5.3.2 If a default occurs, the Director will deliver a written notice to Contractor (with a copy of the notice to the CPO) describing the default and setting a termination date, which date must be at least ten (10) days after the Contractor receives the written notice ("Cure Period"). The Director, at his or her sole option, may extend the termination date or Cure Period to a later date. Should the Contractor cure the default within the Cure Period to the Director's reasonable satisfaction, then the termination is ineffective. If the Contractor does not cure the default within the Cure Period, then the Agreement will terminate on the termination date, at no further obligation to the City. To effect final termination, the Director must notify Contractor of Contractor's failure to cure within the Cure Period, in writing, with a copy of the notice to the CPO.

Article IX.

Article 5, Term and Termination, is hereby amended, by adding the following section:

5.6 Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and the City fails to cure the default after receiving written notice of it from Contractor. Default by the City occurs if the City fails to pay any outstanding invoice which invoice contains fees, expenses or costs that were submitted to the City by Contractor for the first time after the Countersignature Date of the First Amendment within 45 calendar days of receiving written notice from Contractor that the payment is overdue, unless such payment or amount is disputed in accordance with Section 4.2.7 of this Agreement. If a default under this Section 5.6 occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director and CPO describing the default and providing the proposed termination date. The termination date must be at least 60 days after the Director receives the notice. Contractor, as its sole option, may extend the proposed termination date to a later date. If the City cures the default, to the satisfaction of the Contractor, before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default on or before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date. To effect final termination, Contractor must notify the Director, in writing, that the City failed to cure the default before the proposed termination date, with a copy of the final termination notice to the CPO and the termination notice must affirmatively state the date on which Contractor is terminating the Agreement pursuant to this Section 5.6, which date must be after the proposed termination date. Unless the Director directs otherwise, Contractor's obligations under Section 6.29, Agreement Closeout and Transition Plan, shall survive the termination of the Agreement, including a termination under this Section 5.6.

Article X.

Article 5, Term and Termination, is hereby amended, by adding the following section:

5.7 Mutual Termination by City and Contractor

The Director and Contractor may agree in writing to terminate this Contract. A termination under this provision is without further obligation to either party to perform or provide services under this Agreement, except as described in section 6.29 of this Agreement regarding transition plans.

Article XI.

Section 6.10, Inspections and Audits, is hereby amended, as shown by the addition of the underlined terms in subsection 6.10.5 below, to read as follows:

6.10.5 If any audit or inspection performed by HUD, GLO, City or any other local, state or federal entity providing funding to pay for Contractor's services under this Agreement, results in the disallowance, recapture, repayment, refund, return and/or reimbursement of funds used by the City to pay fees and/or expenses for Contractor's services, based directly on Contractor's performance under this Agreement, Contractor shall repay, refund, and/or reimburse the City for all of such fees and/or expenses required to be paid by the City or in the case of a City audit, amounts requested or disallowed by the City, as unallowed or

unauthorized, or otherwise inconsistent with this Agreement or Task Order. Contractor shall be given a reasonable opportunity to review and dispute in writing the findings of such audit or inspection. Any adjustments or payments that must be made as a result of any such audit or inspection of the Contractor's performance under the Agreement, including invoices or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the written findings by the City to the Contractor. Notwithstanding anything to the contrary herein, including without limitation the indemnification and limitation of liability provisions of this Agreement, provided the repayment, refund, and/or reimbursement sought by the City from Contractor under this Section 6.10.5 does not involve arise or relate to any intentional fraudulent act committed or caused by Contractor, as Contractor is defined in Section 3.7.1.1, the maximum liability in the aggregate for all amounts Contractor is responsible for repaying, refunding, and/or reimbursing the City under this Section 6.10.5 shall be limited to the amount the City paid to Contractor less any amounts Contractor has paid to satisfy its indemnity obligations under Section 3.7.2. In no event will the Contractor be responsible for disallowed, recaptured or reimbursed amounts that the City has paid to any party other than Contractor. Each Party shall bear its own costs of any such audit.

Article XII.

Section 6.26, Limitation of Liability, is hereby amended, as shown by the addition of the underlined terms in subsection 6.26(3) below, to read as follows:

(3) CONTRACTOR'S VIOLATION OF APPLICABLE LAW AND/OR ANY INTENTIONAL FRAUDULENT ACTION OF CONTRACTOR RELATING TO ITS PERFORMANCE UNDER THIS AGREEMENT; AND

Article XIII.

Section 6, Miscellaneous Provisions, is hereby amended, by adding the following section to read as follows:

6.29 Agreement Closeout and Transition Plan

Subject to Contractor's provision of a Transition Services Plan as stated in 6.29.1 which contains the information required by this Section 6.29 and all of its subparts, then starting on October 16, 2020, and for sixty (60) consecutive calendar days thereafter (the "Transition Period"), Contractor shall be available to assist the City with the transition of previous services assigned to Contractor by the Director or as otherwise required by Contractor under the terms of this Agreement (including any exhibits thereto). During the Transition Period, Contractor shall provide the City the assistance reasonably requested by the Director to facilitate the orderly transfer of responsibility for performance of the Services to the City or to a third-party designated by the City and other services as described in the Transition Plan (collectively "Transition Services"). Contractor shall provide the Director for his review and approval a Transition Services Plan covering key elements of the assistance that Contractor will provide during the Transition Period. The Transition Plan must also address transferring the ownership of any equipment or software

purchased or reimbursed with federal funds. Relating to Transition Services only, since the scope of any remaining regular services will be performed and compensated consistent with the normal execution of the Agreement during this Transition Period, the separate Transition Services performed by the Contractor during the Transition Period will be paid via fixed price Transition Units. One (1) Transition Unit is equal to up to 25 hours of transition support by an ICF employee at a fixed fee of \$6,250 per unit. Contractor will include the expected units in its Transition Services Plan. Upon the Parties mutual written agreement, certain Transition Services may be provided using an alternate number of hours to equal one (1) Transition Unit for a fixed fee not to exceed \$10,000 per unit. Subject to the allocation of funds and prior, written approval from the Director, direct facilities costs and other ODCs relating to the transition, including reasonable lease transfer, assignment, or early termination costs, may be invoiced to the City. During the Transition Period, all other terms and conditions of the Agreement shall remain in full force and effect as originally written.

The Parties agree to the following:

6.29.1 Contractor shall develop a Transition Services Plan and present it to the Director on or before October 9, 2020.

6.29.2 Contractor shall provide the Director with full, complete, detailed, and sufficient information to enable City personnel or third parties to fully assume and continue the provisioning of previous services assigned to Contractor by the Director or as otherwise required by Contractor under the terms of this Agreement (including any exhibits thereto) or performed by Contractor in connection with this Agreement without interruption or adverse impact on the provision of services. Sufficient and complete information shall include, but is not limited to, complete documentation describing the standards and methodologies for implementation, use, and self-maintenance for all processes, leases, products and equipment, and hardware that is sufficient to enable the City or its selected vendor, to fully assume the provision of the services to the City.

6.29.3 On or before October 9, 2020, Contractor shall notify the Director in writing, of any third-party contracts and leases Contractor uses to provide services under or in connection with this Agreement. At the Director's request and without limiting Contractor's other obligations, Contractor shall, subject to the terms of any third-party contracts or leases, obtain or procure to the City, an assignment or sublease to the City or termination, as either may be requested by the Director, of any third-party contract or lease Contractor uses under, or in connection, with this Agreement.

6.29.4 Contractor shall further cooperate fully with the City, take such additional actions, and perform such additional tasks, as may be necessary to ensure a timely transition of the services in compliance with the provisions of this Section 6.29, including full performance, on or before the termination or expiration date, of Contractor's obligations under this Section.

6.29.5 At the Directors written request and Contractor's agreement, Transition Services can be extended for an additional 30 day period. The Transition Period and Agreement

termination date shall be no later than 12:01 a.m. on January 15, 2021, unless both parties mutually agree in writing to extend the end date.

Article XIV.

Section 6, Miscellaneous Provisions, is hereby amended, by adding the following section to read as follows:

6.30 Director's Designee

6.30.1 For purposes of the Director assigning a designee to make decisions on his behalf, as contemplated in Section 2.1.14 of this Agreement, the Director must expressly identify and delegate to, in writing, the City of Houston employee (s) selected to be the Director's designee.

6.30.2 The written designation of the Director's designee must the designee's name and job title, the subject matter or scope of the designee's authority, the maximum dollar amount, if any, that the designee may approve through each change order and the cumulative total dollar amount of change orders the designee may approve, if any, and the dates for which the designation is effective. The Director shall provide a copy of the designation to Contractor's representative identified in Section 1.2.1 (as may be modified from time to time) and the City Attorney or his designee.

6.30.3 To the extent the Director's designee makes any decisions on the Director's behalf, including approving any change orders, the Director must have previously delegated, in writing to the designee, the authority the designee is exercising, the designation must be effective and the Director has not revoked it on or before the day it is exercised by the designee, the written delegation of authority must precede the designee's exercise of the authority, and the designee's delegation of authority must also extend beyond the date through which Contractor's service(s) or deliverable(s) is due to be provided to the Director or his designee.

6.30.4 The Director may revoke the delegation to the designee at any time and for any reason and the Director shall provide a copy of the revocation to Contractor's representative identified in Section 1.2.1 (as may be modified from time to time) and the City Attorney or his designee.

6.30.5 The City is not obligated to and shall not pay any money to Contractor any service(s), deliverable(s), expenses, or fees that have been requested or approved by someone other than the Director or a purported designee unless such service(s), deliverable(s), expenses, or fees were authorized by a designee in strict accordance with and pursuant to all the requirements and conditions of this section for a designee's ability to act on the Director's behalf. It shall be Contractor's responsibility to assure itself that the designee, if any, is acting within the limits of the Director's written designated authority in accordance with and pursuant to this section.

Article XV.

Exhibit A-1 of the Original Agreement (Fee Schedule) is hereby deleted in its entirety and replaced with the attached Exhibit A-1: Revised Fee Schedule which reflects a reduced budget from the Original Agreement. The Director may reallocate funds among the various line activities and cost categories within the budget in Revised Exhibit A-1.

Article XVI.

Except as modified by this First Amendment, the Original Agreement remains in full force and effect. If any term in the Original Agreement conflicts with this First Amendment, this First Amendment shall prevail.

Remainder of Page Intentionally Left Blank; Signature Pages to Follow

The parties hereto have executed this First Amendment in multiple copies, each of which shall be an original. Each person signing this First Amendment represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this First Amendment. The parties hereby agree that each party may sign and deliver this First Amendment 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.

ICF INCORPORATED, L.L.C.

DocuSigned by:
Dorothy A. Shields
By: B3C4E080CD0843E...
Name: Dorothy A. Shields
Title: Director, Contracts
Date: 9/28/2020
Federal Tax ID No. 52-0893615

THE CITY OF HOUSTON, TEXAS

By: [Signature]
Mayor Amanda Washington
10-15-2020

ATTEST/SEAL:

ATTEST/SEAL:

By: _____
Corporate Secretary

By: [Signature]
City Secretary **Interim**

APPROVED:

[Signature]
Chief Procurement Officer,
Strategic Procurement Division

COUNTERSIGNED BY:

[Signature]
Shannen Rella
City Controller

DATE COUNTERSIGNED:

APPROVED:

DocuSigned by:
Tom McLasland
By: BB4243B4670F4BF...
Director, Housing and Community
Development Department

10-26-2020

APPROVED AS TO FORM:

DocuSigned by:
Deidra Penny
By: BDADC1F77230449...
Assistant City Attorney
L.D. File No. 0292000496002

Exhibit A-1, Revised Budget
City of Fort Worth, Intake and Case Management Services
April 14, 2020

| Item # | Item | Unit | Estimated Quantity | Unit Price | Original Total Budget | Change Orders | Budget After Change Orders | Paid to ICF* | Budget Balance | Proposed Budget Revisions | Budget, as revised and amended |
|--|--|----------|--------------------|-----------------|-----------------------|-----------------|----------------------------|-----------------|------------------|---------------------------|--------------------------------|
| 1 | Program Outreach and Marketing Services - Cost for Outreach Plan and Implementing 15-90 days of Outreach services | Lump Sum | 1 | \$ 2,070,277.00 | \$ 2,070,277.00 | \$ - | \$ 2,070,277.00 | \$ 2,070,277.00 | \$ - | \$ - | \$ 2,070,277.00 |
| 2 | Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services | Lump Sum | 1 | \$ 55,248.00 | \$ 55,248.00 | \$ 386,736.00 | \$ 441,984.00 | \$ 441,984.00 | \$ - | \$ - | \$ 441,984.00 |
| 3 | Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit Full Program application - Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner-occupied | Lump Sum | 1 | \$ 1,093,865.00 | \$ 1,093,865.00 | \$ - | \$ 1,093,865.00 | \$ 1,093,865.00 | \$ - | \$ - | \$ 1,093,865.00 |
| 4 | Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal Progress Reporting, and Audits) will initially be processed with applicant drop-out during various stages of the Intake process | Each | 11,500 | \$ 832.20 | \$ 9,570,300.00 | \$ - | \$ 9,570,300.00 | \$ 2,702,885.60 | \$ 6,867,414.40 | \$ - | \$ 9,570,300.00 |
| 5 | Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit Full Program application - Renter-occupied - Estimated 25,000 Landlord Surveys distributed and 19,000 notifications | Lump Sum | 1 | \$ 1,105,491.00 | \$ 1,105,491.00 | \$ - | \$ 1,105,491.00 | \$ 1,105,491.00 | \$ - | \$ - | \$ 1,105,491.00 |
| 6 | Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various stages of Intake process | Each | 13,000 | \$ 1,013.05 | \$ 13,169,650.00 | \$ - | \$ 13,169,650.00 | \$ - | \$ 13,169,650.00 | \$ (13,169,650.00) | \$ 50.00 |
| TOTAL PERCENT RESERVED FOR NON-PROFIT ORGANIZATIONS | | | | 25% | | | | | | | |
| Facilities and Other Direct Costs (ODCs). Other Direct Costs (including facility costs) shall be reimbursed at actual cost without general and administrative (G&A) cost or fee. | | | | | \$ 1,972,752.00 | \$ 42,500.00 | \$ 2,015,252.00 | \$ 1,790,142.47 | \$ 225,109.53 | \$ 994,748.00 | \$ 3,000,000.00 |
| United Legal Services, detail of services below | | | | | \$ 6,735,614.00 | \$ (429,236.00) | \$ 6,306,378.00 | \$ 24,734.00 | \$ 6,281,644.00 | \$ (6,206,378.00) | \$ 100,000.00 |
| Transition and other expenses and services | | | | | \$ 50.00 | \$ - | \$ - | \$ - | \$ - | \$ 5,609,518.10 | \$ 5,609,518.10 |
| Total Estimated Price | | | | | \$ 35,773,197.00 | \$ - | \$ 35,773,197.00 | \$ 9,229,479.07 | \$ 26,543,717.93 | \$ - | \$ 22,993,435.10 |

Contract Reduction Amount

\$12,784,761.90

United Legal Services - which shall be reimbursed at actual cost without general and administrative (G&A) cost or fee.

| Item # | United Legal Services, to include the following services | Estimated Quantity | Unit Price |
|---------------------------------------|--|---|-----------------------------------|
| 1 | Title-Full Search | Undetermined at this time | \$300.00 |
| 2 | Release of Lien | Undetermined at this time | \$175.00 plus filing fee |
| 3 | Power of Attorney | Undetermined at this time | \$175.00 |
| 4 | Power of Appointment | Undetermined at this time | \$175.00 |
| 5 | Power of Appointment - Same Affidavit | Undetermined at this time | \$175.00 |
| 6 | Small Estate Affidavit | Undetermined at this time | \$175.00 plus filing fee |
| 7 | Release of notice of seizure, preparation and filing | Undetermined at this time | \$175.00 plus filing fee |
| 8 | Affidavit of Heirship | Undetermined at this time | \$150.00 per hour- maximum amount |
| 9 | Guardianship | Undetermined at this time | \$1000.00 |
| 10 | Modification of Guardian Ship | Undetermined at this time | \$150.00 per hour- maximum amount |
| 11 | Correction Instrument | Undetermined at this time | \$100.00 |
| 12 | Pre-nuptial Agreement | Undetermined at this time | \$175.00 plus filing fee |
| 13 | Reception of Tax Sales | Undetermined at this time | \$150.00 per hour- maximum amount |
| 14 | Gift Deed | Undetermined at this time | \$1000.00 |
| 15 | Renunciation and Disclaimer of Property | Undetermined at this time | \$175.00 plus filing fee |
| 16 | Guardianship proceedings | Undetermined at this time | \$150.00 per hour- maximum amount |
| Total Estimated United Legal Services | | \$100,000 (as noted and included in the budget above) | \$1000.00 |

* See PMT Schedule, Paid to ICF as of 8.18.20 tab for details.

Exhibit A-1

Paid to ICF Incorporated, L.L.C.
City of Houston, Outreach, Intake and Case Management Services
August 18, 2020

ICF Proprietary

| Item/Description | Milestone | Acceptance Criteria | % of Unit Price | Invoice Price | Change Order | Paid to ICF (as of 8.18.20) |
|--|--|--|-----------------|---------------|--------------|-----------------------------|
| Item 1: Program Outreach and Marketing Services - Cost for Outreach Plan and Implementing 1st 90 days of Outreach services | 1 | Work accomplished as stated in the 1st MSR | 33% | \$ 683,191 | N/A | \$ 683,191 |
| | 2 | Work accomplished as stated in the 2nd MSR | 33% | \$ 683,191 | N/A | \$ 683,191 |
| | 3 | Work accomplished as stated in the 3rd MSR | 34% | \$ 703,895 | N/A | \$ 703,895 |
| Total Item 1 Price: | | | 100% | \$ 2,070,277 | | \$ 2,070,277 |
| Item 2: Program Outreach and Marketing Services - provided upon City's request - Cost per each additional month of Outreach services | Monthly as needed | Work initiated and stated in the MSR for month-to-month services | 100% | \$ 55,248 | 386,736 | 441,984 |
| Total Item 2 Price: | | | 100% | \$ 55,248 | 386,736 | 441,984 |
| Item #3: Development & Distribution of Survey documents, Analysis and Report of Results, and Notify Survey Responders of when to submit full Program Application-Estimated 27,000 Owner-occupied Surveys distributed and 20,500 notifications - Owner occupied | 1 | Work accomplished as stated in the 1st MSR | 40% | \$ 437,545 | N/A | \$ 437,545 |
| | 2 | Work accomplished as stated in the 2nd MSR | 30% | \$ 328,160 | N/A | \$ 328,160 |
| | 3 | Work accomplished as stated in the 3rd MSR | 15% | \$ 164,080 | N/A | \$ 164,080 |
| | 4 | Work accomplished as stated in the 4th MSR | 7% | \$ 76,570 | N/A | \$ 76,570 |
| | 5 | Work accomplished as stated in the 5th MSR | 5% | \$ 54,693 | N/A | \$ 54,693 |
| | 6 | Work accomplished as stated in the 6th MSR | 3% | \$ 32,817 | N/A | \$ 32,817 |
| Total Item 3 Price: | | | 100% | \$ 1,093,865 | | \$ 1,093,865 |
| Item/Description | Milestone | | | Invoice Price | Change Order | Paid to ICF |
| Item #4: Intake Services - Owner-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance)-assume an estimated 20,500 owner occupied applications will be initially be processed with applicant drop-out during various stages of the intake process | Reoccurring milestones based on number of applicants (11,500)* | | | \$ 832.20 | N/A | 2,702,985 |
| | | | | | | |
| Item/Description | Milestone | | | Invoice Price | Change Order | Paid to ICF |
| Item #5: Development & Distribution of Survey documents, Analysis and Reporting of Results, and Notify Survey Responders of when to submit full Program application - Renter-occupied - Estimated 25,000 | 1 | Work accomplished as stated in the 1st MSR | 40% | \$ 442,196 | N/A | \$ 442,196 |
| | 2 | Work accomplished as stated in the 2nd MSR | 30% | \$ 331,647 | N/A | \$ 331,647 |
| | 3 | Work accomplished as stated in the 3rd MSR | 15% | \$ 165,824 | N/A | \$ 165,824 |
| | 4 | Work accomplished as stated in the 4th MSR | 7% | \$ 77,384 | N/A | \$ 77,384 |
| | 5 | Work accomplished as stated in the 5th MSR | 5% | \$ 55,275 | N/A | \$ 55,275 |
| | 6 | Work accomplished as stated in the 6th MSR | 3% | \$ 33,165 | N/A | \$ 33,165 |
| Total Item 5 Price: | | | 100% | \$ 1,105,491 | | \$ 1,105,491 |
| Item #6: Intake Services - Renter-Occupied: Includes, but not limited to, all labor, materials, and equipment necessary to deliver completed Program Applications (including Intake Services, Document Control and Records Mgmt, Case Management, Limited Legal, Progress Reporting, and Audit Compliance) - assume an estimated 19,000 renter-occupied unit applications will be processed including 22,500 rental units, with applicant fall-out during various states of Intake process | Reoccurring milestones based on number of applicants (13,000)* | | | \$ 1,013.05 | N/A | \$ - |
| Subtotal Paid to ICF (Items 1-6): | | | | | | \$ 7,414,602 |
| Facilities and Other Direct Costs. Other Direct Costs (including facility costs) shall be reimbursed at actual cost without general and administrative (G&A) cost or fee. | | | | | | \$ 1,790,142 |
| | | | | | | |
| | | | | | | |
| Limited Legal Services | | | | | | \$ 24,734 |
| Total Paid to ICF | | | | | | \$ 9,229,478 |

INVOICES: EXHIBIT J to INTAKE AND OUTREACH AGREEMENT

Existing Invoices

| Invoice Date | Invoice Number | Call Center | Media | Canvassing | RTIs | Totals |
|---------------|----------------|---------------|---------------|---------------|-----------------|-----------------|
| 08/02/2019 | 2019-057381A | \$ 235,850.00 | | | | \$ 235,850.00 |
| 09/04/2019 | 2019-065280A | \$ 61,305.00 | | | | \$ 61,305.00 |
| 10/03/2019 | 2019-072423A | \$ 61,305.00 | | | | \$ 61,305.00 |
| 10/25/2019 | 2019-081693A | \$ 61,305.00 | | | | \$ 61,305.00 |
| 06/23/2019 | 2020-059609R8 | | \$ 287,267.84 | | | \$ 287,267.84 |
| 06/23/2019 | 2020-059609R1 | | | \$ 129,117.75 | | \$ 129,117.75 |
| 06/23/2019 | 2020-059609R2 | | | \$ 274,778.25 | | \$ 274,778.25 |
| 06/23/2019 | 2020-059609R3 | | | \$ 257,846.25 | | \$ 257,846.25 |
| 06/23/2019 | 2020-059609R4 | | | \$ 108,371.25 | | \$ 108,371.25 |
| 06/23/2019 | 2020-059609R5 | | | \$ 61,813.36 | | \$ 61,813.36 |
| 06/23/2019 | 2020-059609R6 | | | \$ 55,421.25 | | \$ 55,421.25 |
| 06/23/2019 | 2020-059609R7 | | | \$ 33,642.75 | | \$ 33,642.75 |
| 12/11/2019 | 2019-087329B | | | | \$ 2,124,606.60 | \$ 2,124,606.60 |
| 12/11/2019 | 2019-087329B.1 | | | | \$ 83,220.00 | \$ 83,220.00 |
| 12/11/2019 | 2019-087329B.2 | | | | \$ 20,805.00 | \$ 20,805.00 |
| 03/31/2020 | 2020-035745B | | | | \$ 266,304.00 | \$ 266,304.00 |
| 04/21/2020 | 2020-043576B | | | | \$ 37,449.00 | \$ 37,449.00 |
| 05/29/2020 | 2020-052152B | | | | \$ 15,811.80 | \$ 15,811.80 |
| 06/23/2020 | 2020-060200 | | | | \$ 47,435.40 | \$ 47,435.40 |
| 07/30/2020 | 2020-066393B | | | | \$ 33,288.00 | \$ 33,288.00 |
| 09/02/2020 | 2020-0774788 | | | | \$ 74,065.80 | \$ 74,065.80 |
| Totals | | \$ 419,765.00 | \$ 287,267.84 | \$ 920,990.86 | \$ 2,702,985.60 | \$ 4,331,009.30 |

EXHIBIT J-1, "SUBSET," TO INTAKE AND OUTREACH AGREEMENT

| Existing Invoices | | | | | | |
|---------------------|-----------------------|--------------------|---------------|-------------------|---------------|---------------|
| Invoice Date | Invoice Number | Call Center | Media | Canvassing | RTIs | Totals |
| 08/02/2019 | 2019-057381A | \$ 235,850.00 | | | | \$ 235,850.00 |
| 06/23/2019 | 2020-059609R8 | | \$ 287,267.84 | | | \$ 287,267.84 |
| 06/23/2019 | 2020-059609R3 | | | \$ 257,846.25 | | \$ 257,846.25 |
| 06/23/2019 | 2020-059609R7 | | | \$ 33,642.75 | | \$ 33,642.75 |
| 12/11/2019 | 2019-087329B.1 | | | | \$ 83,220.00 | \$ 83,220.00 |
| 12/11/2019 | 2019-087329B.2 | | | | \$ 20,805.00 | \$ 20,805.00 |
| 06/23/2020 | 2020-060200 | | | | \$ 47,435.40 | \$ 47,435.40 |
| 07/30/2020 | 2020-066393B | | | | \$ 33,288.00 | \$ 33,288.00 |
| Totals | | \$ 235,850.00 | \$ 287,267.84 | \$ 291,489.00 | \$ 184,748.40 | \$ 999,355.24 |

| | | | | | | | |
|--|--|--|---|------------------------|--|--|--|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-035018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 007 | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED August 2, 2019 | | SCHEDULE NO. 2019-057381A | | |
| | | | CONTRACT NUMBER 4600015127 | | | | |
| | | | ORDER NUMBER | | | | |
| PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION POINT OF CONTACT: [Redacted] | | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [Redacted] | | DATE INVOICE RECEIVED | | |
| | | | | | DISCOUNT TERMS | | |
| | | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | |
| | | | | | GOVERNMENT B/L NUMBER | | |
| SHIPPED FROM | | | TO | | WEIGHT | | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | QUAN- TITY | UNIT PRICE COST PER | | AMOUNT | |
| | 04/27/2019 Thru 05/31/2021 | I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [Redacted] no Authorized Financial Representative 100' | | | | \$235,850.00 \$0.00 \$0.00 \$0.00 \$0.00 | |
| (Use continuation sheet(s) if necessary) | | | (Payee must NOT use the space below) | | TOTAL \$235,850.00 | | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 Provisional payment subject to later audit. TITLE | EXCHANGE RATE -\$1.00 | DIFFERENCES | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | (Title) | | | |
| | | | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON | (Name of bank) | | |
| | CASH | DATE | PAYEE 3 | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER | Ma [Redacted] | | |
| | | | | TITLE | Billing Manager | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | NSN 7540-00-900-2234 | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of payment obligations. | | | | | | | |

Invoice Number: 2019-057381A

Invoice Date: 08/02/19

Bill To:
City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:
ICF Incorporated, L.L.C
P.O. Box 775367

Terms: Net 30
Due Date: 09/01/19
Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 7
Invoice Total: \$ 235,850.00
Currency: USD

| Description: | <u>Amount Billable</u> |
|---|-----------------------------|
| HoustonDM Call Center Support (Jan-Jun) | \$ 235,850.00 |
| Invoice Total | <u><u>\$ 235,850.00</u></u> |

| Standard Form 1034 Revised October 1997 Dept of the Treasury 2007-035018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 14.8 | |
|--|--|--|--|--------------------------|--|--|--|
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED June 23, 2019 | | SCHEDULE NO. 2019-059609R8 | | |
| | | | CONTRACT NUMBER 4600015127 | | | | |
| | | | ORDER NUMBER | | | | |
| PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION <u>POINT OF CONTACT:</u> <div></div> <u>ELECTRONIC PAYMENTS</u> ICF Consulting Group, Inc. PNC Bank <div></div> | | | | | DATE INVOICE RECEIVED | | |
| | | | | | DISCOUNT TERMS | | |
| | | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | |
| | | | | | GOVERNMENT B/L NUMBER | | |
| SHIPPED FROM | | TO | WEIGHT | | | | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | QUAN- TITY | UNIT PRICE COST PER | | AMOUNT | |
| | 02/01/2019 Thru 08/31/2019 | I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Mar <div></div> 00' Authorized Financial Representative | | | | \$287,267.84 \$0.00 \$0.00 \$0.00 \$0.00 | |
| (Use continuation sheet(s) if necessary) | | | (Payee must NOT use the space below) | | TOTAL \$287,267.84 | | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 Provisional payment subject to later audit. TITLE | EXCHANGE RATE -\$1.00 | DIFFERENCES | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | (Title) | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | CHECK NUMBER | ON | (Name of bank) | | |
| | CASH | DATE | PAYEE 3 | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER Mar <div></div> | | | |
| | | | | TITLE Billing Manager | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | NSN 7540-00-900-2234 | | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligations | | | | | | | |

Invoice Number: 2020-059609R8

Invoice Date: 06/23/19

Bill To:
City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:
ICF Incorporated, L.L.C
P.O. Box 775367

Terms: Net 30
Due Date: 07/23/19

Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 14.8
Invoice Total: \$ 287,267.84
Currency: USD

| Description: | <u>Amount Billable</u> |
|----------------------|-----------------------------|
| Houston DM Media Buy | <u>\$ 287,267.84</u> |
| Invoice Total | <u><u>\$ 287,267.84</u></u> |

| | | | | | | | | |
|--|--------------|--|--|--|--|---|------------------------|--|
| Standard Form 1034 Revised October 1997 Dept of the Treasury 2007-435018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 14.3 | | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED June 23, 2019 CONTRACT NUMBER 4600015127 ORDER NUMBER | | SCHEDULE NO. 2019-059609R3 | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION PAYMENTS BY CHECK: ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank POINT OF CONTACT: [REDACTED] | | | DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.0.001 GOVERNMENT B/L NUMBER | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| SHIPPED FROM | | | TO | | WEIGHT | | | |
| NUMBER AND DATE OF ORDER | | DATE OF DELIVERY OR SERVICE | | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUAN- TITY | UNIT PRICE COST PER | AMOUNT |
| | | 02/01/2019 Thru 08/31/2019 | | I certify that all payments requested are for appropriate pur- poses and in acco [REDACTED] to contract. Ma [REDACTED] '00' Authorized Financial Representative | | | | \$257,846.25 \$0.00 \$0.00 \$0.00 \$0.00 |
| | | | | | TOTAL | | \$257,846.25 | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | | EXCHANGE RATE -\$1.00 Provisional payment subject to later audit. | | DIFFERENCES | | |
| | | | | | | Amount verified: correct for (Signature or initials) | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | | | (Title) | | |
| | | | | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | ON (Name of bank) | | | |
| | CASH | DATE | | PAYEE 3 | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | | PER Ma [REDACTED] TITLE Billing Manager | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge of the payment obligations | | | | | | | | |

Invoice Number: 2020-059609R3

Invoice Date: 06/23/19

Bill To:
City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:
ICF Incorporated, L.L.C
P.O. Box 775367

Terms: Net 30
Due Date: 07/23/19

Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 14.3
Invoice Total: \$ 257,846.25
Currency: USD

| Description: | <u>Amount Billable</u> |
|------------------------------------|-----------------------------|
| Houston DM Canvassing (April 2019) | <u>\$ 257,846.25</u> |
| Invoice Total | <u><u>\$ 257,846.25</u></u> |

Bill To:
ICF Consulting Group Inc.
9300 Lee Hwy
Fairfax, VA 22030

Invoice #: OS10-2623
Invoice Date: 05/02/2019
Due Upon Receipt
Contract #: 180818
Case Management Services
Subcontract #: 18CKSK0068
ICF Charge #:

Subcontract #: 18CKSK0068

| April 2019 Labor Costs | | | | | Cumulative Amount | |
|---|----------------|-----------------|-------------|---------------|---|------------------|
| Employee Name | Labor Category | Number of Hours | Hourly Rate | Cost | Cumulative Hours | Cumulative Costs |
| (Not Relevant to Rule 405 Agreement or Proposed Settlement) | | | | | | |
| Canvassers (50) | Canvasser | 5729:55 | \$ 45.00 | \$ 257,846.25 | (Not Relevant to Rule 405 Agreement or Proposed Settlement) | |

[illegible]

Summary of Services Performed

| | |
|---------------------------|---|
| Field canvass management, | Not Relevant to Pole 408 Agreement Process Settlement |
|---------------------------|---|

| | | | | | | | |
|--|--|--|--|--|--|-------------------------|---|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-035018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 14.7 | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED June 23, 2019 | | SCHEDULE NO. 2019-059609R7 | | |
| | | | CONTRACT NUMBER 4600015127 | | | | |
| | | | ORDER NUMBER | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION | | | PAYMENTS BY CHECK: ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 POINT OF CONTACT: [REDACTED] | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED] | | |
| | | | | | DATE INVOICE RECEIVED | | |
| | | | | | DISCOUNT TERMS | | |
| | | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | |
| SHIPPED FROM | | | TO | | WEIGHT | | GOVERNMENT B/L NUMBER |
| NUMBER AND DATE OF ORDER | | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUAN- TITY | UNIT PRICE COST PER | AMOUNT |
| | | 02/01/2019 Thru 08/31/2019 | I certify that all payments requested are for appropriate pur- poses and in accord [REDACTED] contract. Ma [REDACTED] Authorized Financial Representative | | | | \$33,642.75 \$0.00 \$0.00 \$0.00 \$0.00 |
| | | | | | | | \$33,642.75 |
| (Use continuation sheet(s) if necessary) | | | (Payee must NOT use the space below) | | TOTAL | | |
| PAYMENT: | | APPROVED FOR | EXCHANGE RATE | | DIFFERENCES | | |
| <input type="checkbox"/> PROVISIONAL | | -5 | -\$1.00 | | | | |
| <input type="checkbox"/> COMPLETE | | BY 2 | Provisional payment subject to later audit. | | | | |
| <input type="checkbox"/> PARTIAL | | | | | | | |
| <input type="checkbox"/> FINAL | | | | | | | |
| <input type="checkbox"/> PROGRESS | | TITLE | | | Amount verified: correct for | | |
| <input type="checkbox"/> ADVANCE | | | | | (Signature or initials) | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | | (Title) | | |
| | | | | | | | |
| PAID BY | | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | | ON (Name of bank) |
| CASH | | DATE | PAYEE 3 | | | | |
| \$ | | | | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | | PER Ma [REDACTED] TITLE Billing Manager | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | |
| | | PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will result in denial of the payment obligations. | | | | | |

Invoice Number: 2020-059609R7

Invoice Date: 06/23/19

Bill To:

City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C
P.O. Box 775367



Terms: Net 30
Due Date: 07/23/19

Project Number: 180818.0.001.01
Project Name: HoustonDM Mktg & Surveys

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 14.7
Invoice Total: \$ 33,642.75
Currency: USD

| Description: | <u>Amount Billable</u> |
|-------------------------------------|----------------------------|
| Houston DM Canvassing (August 2019) | \$ 33,642.75 |
| Invoice Total | <u><u>\$ 33,642.75</u></u> |

Outreach Strategists, L.L.C.
2727 Allen Parkway
Suite 1300
Houston, TX 77019

INVOICE

Invoice #: OS10-2740
Invoice Date: 08/31/2019

Bill To:
ICF Consulting Group Inc.
9300 Lee Hwy
Fairfax, VA 22030

Contract #: 180818
Project Name: Outreach, Intake and Case Management Services
Subcontract #: 18CKSK0068
ICF Charge #:

| August 2019 Labor Costs | | | | | Cumulative Amount | |
|-------------------------|----------------|-----------------|-------------|------|-------------------|------------------|
| Employee Name | Labor Category | Number of Hours | Hourly Rate | Cost | Cumulative Hours | Cumulative Costs |

Not Relevant to Rule 408 Agreement or Proposed Settlement

| | | | | |
|-----------------|-----------|--------|----------|--------------|
| Canvassers (10) | Canvasser | 747:37 | \$ 45.00 | \$ 33,642.75 |
|-----------------|-----------|--------|----------|--------------|

Not Relevant to Rule 408 Agreement
or Proposed Settlement

Not Relevant to Rule 408 Agreement or Proposed Settlement

Summary of Services Performed

Field canvass management, Not Relevant to Rule 408 Agreement or Proposed Settlement

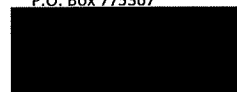
| | | | | | | | |
|--|--------------|--|--|--|--|--------------------------|---|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-435018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 010.1 | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED December 11, 2019 | | SCHEDULE NO. 2019-087329B.1 | | |
| | | | CONTRACT NUMBER 4600015127 | | | | |
| | | | ORDER NUMBER | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 POINT OF CONTACT: [REDACTED] | | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED] | | DATE INVOICE RECEIVED | | |
| | | | | | DISCOUNT TERMS | | |
| | | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | |
| SHIPPED FROM | | | TO | | WEIGHT | | GOVERNMENT B/L NUMBER |
| NUMBER AND DATE OF ORDER | | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUAN- TITY | UNIT PRICE COST PER | AMOUNT |
| | | Thru 11/05/2019 | I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] Authorized Financial Representative | | | | \$0.00 \$83,220.00 \$0.00 \$0.00 \$0.00 |
| (Use continuation sheet(s) if necessary) | | | (Payee must NOT use the space below) | | TOTAL | | \$83,220.00 |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | EXCHANGE RATE -\$ Provisional payment subject to later audit. | DIFFERENCES | | | |
| | | | -\$1.00 | Amount verified: correct for | | | |
| | | | | (Signature or initials) | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | | (Title) | | |
| | | | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | ON (Name of bank) | | |
| | CASH | DATE | | PAYEE 3 | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER Ma [REDACTED] TITLE Billing Manager | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge of the payment obligations | | | | | | | |

Invoice Number: 2019-0873298.1

Invoice Date: 12/11/19

Bill To:
City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:
ICF Incorporated, L.L.C
P.O. Box 775367



Terms: Net 30
Due Date: 01/10/20

Project Number: 180818.0.001.02
Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 10.1
Invoice Total: \$ 83,220.00
Currency: USD

Description:
HoustonDM Intake Services - Applications (Program Design and Form Changes)

| <u>Amount Billable</u> | |
|------------------------|-----------|
| \$ | 83,220.00 |

Invoice Total

| | |
|----|-----------|
| \$ | 83,220.00 |
|----|-----------|

[illegible]

Confidential

[illegible]

| | | | |
|---------|--|-----------------|---|
| HoAP-14 | | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | | Intake Services | Program Design and Form Changes Requested |
| HoAP-14 | | Intake Services | Program Design and Form Changes Requested |
| HoAP-15 | | Intake Services | Program Design and Form Changes Requested |
| HoAP-15 | | Intake Services | Program Design and Form Changes Requested |
| Count | | 100 | |

| | | | | | | | |
|--|-----------------------------------|--|---|--|------------------------|--------------------------|---|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-435018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 010.2 | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | DATE VOUCHER PREPARED December 11, 2019 | | SCHEDULE NO. 2019-087329B.2 | | | |
| | | CONTRACT NUMBER 4600015127 | | | | | |
| | | ORDER NUMBER | | | | | |
| PAYEE'S NAME AND PAYMENT INFORMATION ICF Incorporated, L.L.C. PO Box 775367 Chicago, IL 60677-5367 POINT OF CONTACT: [REDACTED] | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED] | | DATE INVOICE RECEIVED | | | |
| | | | | DISCOUNT TERMS | | | |
| | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | | |
| | | | | GOVERNMENT B/L NUMBER | | | |
| SHIPPED FROM | | TO | | WEIGHT | | | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUAN- TITY | UNIT PRICE COST PER | | AMOUNT |
| | Thru 11/05/2019 | I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] Authorized Financial Representative | | | | | \$0.00 \$20,805.00 \$0.00 \$0.00 \$0.00 |
| (Use continuation sheet(s) if necessary) | | (Payee must NOT use the space below) | | TOTAL | | \$20,805.00 | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | EXCHANGE RATE -\$1.00 Provisional payment subject to later audit. | DIFFERENCES | | | |
| | | | | Amount verified: correct for | | | |
| | | | | (Signature or initials) | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | (Title) | | | |
| | | | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | ON (Name of bank) | | |
| | CASH | DATE | | PAYEE 3 | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | PER Ma [REDACTED] | | | |
| | | | | TITLE Billing Manager | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligations. | | | | | | | |

Invoice Number: 2019-087329B.2

Invoice Date: 12/11/19

Bill To:
City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:
ICF Incorporated, L.L.C
P.O. Box 775367

Terms: Net 30
Due Date: 01/10/20

Project Number: 180818.0.001.02
Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 10.2
Invoice Total: \$ 20,805.00
Currency: USD

Description:
HoustonDM Intake Services - Applications (Research/Updating Applicant Data)

| Amount Billable | |
|-----------------|-----------|
| \$ | 20,805.00 |

Invoice Total

| | |
|----|-----------|
| \$ | 20,805.00 |
|----|-----------|

| HoAP-ID | Category | Note |
|---------|-----------------|---|
| HoAP-18 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-21 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-24 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-31 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-41 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-48 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-54 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-56 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-57 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-71 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-82 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-83 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-85 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-86 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-97 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-11 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-12 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-12 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-12 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-12 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-13 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-14 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-15 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-15 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| HoAP-15 | Intake Services | Application Research/Validation/Updating Applicant Data Requested |
| Count | 25 | |

| | | | | | | | | | | |
|--|--|--|--|---|--|--|------------------------|----------------------|-------------|---|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2007-835018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 017 | | | | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED May 29, 2020 CONTRACT NUMBER 4600015127 ORDER NUMBER | | SCHEDULE NO. 2020-060200 | | | | | |
| PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION POINT OF CONTACT: [REDACTED] | | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED] | | DATE INVOICE RECEIVED DISCOUNT TERMS PAYEE'S ACCOUNT NUMBER 180818.0.001 GOVERNMENT B/L NUMBER | | | | | |
| SHIPPED FROM | | | TO | | WEIGHT | | | | | |
| NUMBER AND DATE OF ORDER | | DATE OF DELIVERY OR SERVICE | | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUAN- TITY | UNIT PRICE COST PER | | AMOUNT | |
| | | 04/25/2020 Thru 05/29/2020 | | I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] to Authorized Financial Representative | | | | | | \$0.00 \$47,435.40 \$0.00 \$0.00 \$0.00 |
| (Use continuation sheet(s) if necessary) | | | (Payee must NOT use the space below) | | | TOTAL | | | \$47,435.40 | |
| PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE | | APPROVED FOR BY 2 TITLE | | EXCHANGE RATE -\$1.00 Provisional payment subject to later audit. (Signature or initials) | | DIFFERENCES Amount verified: correct for | | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. (Date) (Authorized Certifying Officer)2 (Title) | | | | | | | | | | |
| | | | | | | | | | | |
| PAID BY | | CHECK NUMBER | | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | | ON (Name of bank) | | |
| CASH | | DATE | | PAYEE 3 | | | | | | |
| 1 When stated in foreign currency, insert name of currency. 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | | | PER Ma [REDACTED] TITLE Billing Manager | | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | | | NSN 7540-00-900-2234 | | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render discharge of the payment obligations. | | | | | | | | | | |

Invoice Number: 2020-060200

Invoice Date: 06/23/20

Bill To:

City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C
P.O. Box 775367

Terms: Net 30
Due Date: 07/23/20

Project Number: 180818.0.001.02
Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127
Customer PO: NA
Bill Number: 17
Invoice Total: \$ 47,435.40
Currency: USD

| Description: | <u>Amount Billable</u> |
|--|----------------------------|
| HoustonDM Intake Services - Applications (June 2020) | <u>\$ 47,435.40</u> |
| Invoice Total | <u><u>\$ 47,435.40</u></u> |

| Invoice | ApplicationID | Applicant | Current Stage |
|---------|---------------|--------------|-----------------------------|
| May-20 | HoAP-12 | Confidential | 2. Eligibility |
| May-20 | HoAP-12 | | 4. Feasibility |
| May-20 | HoAP-13 | | 2. Eligibility |
| May-20 | HoAP-13 | | 4. Feasibility |
| May-20 | HoAP-13 | | 2. Eligibility |
| May-20 | HoAP-15 | | 2. Eligibility |
| May-20 | HoAP-15 | | 2. Eligibility |
| May-20 | HoAP-15 | | 2. Eligibility |
| May-20 | HoAP-19 | | 4. Feasibility |
| May-20 | HoAP-20 | | 2. Eligibility |
| May-20 | HoAP-21 | | 2. Eligibility |
| May-20 | HoAP-22 | | 2. Eligibility |
| May-20 | HoAP-23 | | 2. Eligibility |
| May-20 | HoAP-23 | | 2. Eligibility |
| May-20 | HoAP-26 | | 2. Eligibility |
| May-20 | HoAP-27 | | 2. Eligibility |
| May-20 | HoAP-29 | | 4. Feasibility |
| May-20 | HoAP-36 | | 2. Eligibility |
| May-20 | HoAP-37 | | 4. Feasibility |
| May-20 | HoAP-40 | | 6. Plans and Specifications |
| May-20 | HoAP-46 | | 2. Eligibility |
| May-20 | HoAP-46 | | 2. Eligibility |
| May-20 | HoAP-46 | | 2. Eligibility |
| May-20 | HoAP-47 | | 2. Eligibility |
| May-20 | HoAP-47 | | 2. Eligibility |
| May-20 | HoAP-47 | | 2. Eligibility |
| May-20 | HoAP-47 | | 2. Eligibility |
| May-20 | HoAP-48 | | 2. Eligibility |
| May-20 | HoAP-48 | | 2. Eligibility |
| May-20 | HoAP-49 | | 2. Eligibility |
| May-20 | HoAP-49 | | 2. Eligibility |
| May-20 | HoAP-53 | | 3. Damage Assessment |
| May-20 | HoAP-54 | | 4. Feasibility |
| May-20 | HoAP-55 | | 2. Eligibility |
| May-20 | HoAP-55 | | 2. Eligibility |
| May-20 | HoAP-56 | | 2. Eligibility |
| May-20 | HoAP-56 | | 3. Damage Assessment |
| May-20 | HoAP-57 | | 2. Eligibility |
| May-20 | HoAP-61 | | 3. Damage Assessment |
| May-20 | HoAP-63 | | 2. Eligibility |
| May-20 | HoAP-68 | | 5. Environmental Review |
| May-20 | HoAP-69 | | 2. Eligibility |
| May-20 | HoAP-71 | | 2. Eligibility |
| May-20 | HoAP-72 | | 4. Feasibility |
| May-20 | HoAP-73 | | 2. Eligibility |
| May-20 | HoAP-74 | | 3. Damage Assessment |
| May-20 | HoAP-75 | | 4. Feasibility |
| May-20 | HoAP-84 | | 2. Eligibility |
| May-20 | HoAP-85 | | 3. Damage Assessment |
| May-20 | HoAP-85 | | 2. Eligibility |
| May-20 | HoAP-87 | | 3. Damage Assessment |
| May-20 | HoAP-90 | | 2. Eligibility |
| May-20 | HoAP-91 | | 2. Eligibility |
| May-20 | HoAP-92 | | 2. Eligibility |
| May-20 | HoAP-92 | | 2. Eligibility |
| May-20 | HoAP-93 | | 4. Feasibility |
| May-20 | HoAP-93 | | 2. Eligibility |
| | Count | | |

| | | | | | | | |
|---|--|--|---|------------------------------|--|------------------------|---|
| Standard Form 1034 Revised October 1987 Dept of the Treasury 2097-435018 | | PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL | | | | VOUCHER NO. 019 | |
| U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION CITY OF HOUSTON P.O. BOX 1562 HOUSTON, TX 77251 | | | DATE VOUCHER PREPARED July 30, 2020 | | SCHEDULE NO. 2020-066393B | | |
| | | | CONTRACT NUMBER 4600015127 | | | | |
| | | | ORDER NUMBER | | | | |
| PAYEE'S NAME ICF Incorporated, L.L.C. AND PO Box 775367 PAYMENT Chicago, IL 60677-5367 INFORMATION POINT OF CONTACT: [REDACTED] | | | ELECTRONIC PAYMENTS ICF Consulting Group, Inc. PNC Bank [REDACTED] | | DATE INVOICE RECEIVED | | |
| | | | | | DISCOUNT TERMS | | |
| | | | | | PAYEE'S ACCOUNT NUMBER 180818.0.001 | | |
| | | | | | GOVERNMENT B/L NUMBER | | |
| SHIPPED FROM | | TO | | WEIGHT | | AMOUNT | |
| NUMBER AND DATE OF ORDER | DATE OF DELIVERY OR SERVICE | ARTICLES OF SERVICES (Enter description, item number of contract of Federal supply schedule, and other information deemed necessary) | | QUAN- TITY | UNIT PRICE COST PER | | |
| | 05/30/2020 Thru 06/30/2020 | I certify that all payments requested are for appropriate pur- poses and in accordance with the agreements set forth in the contract. Ma [REDACTED] NO Authorized Financial Representative '00' | | | | | \$0.00 \$33,288.00 \$0.00 \$0.00 \$0.00 |
| (Use continuation sheet(s) if necessary) | | (Payee must NOT use the space below) | | TOTAL | | \$33,288.00 | |
| PAYMENT: | | APPROVED FOR | EXCHANGE RATE | DIFFERENCES | | | |
| <input type="checkbox"/> PROVISIONAL | | -\$ | =\$1.00 | | | | |
| <input type="checkbox"/> COMPLETE | | BY 2 Provisional payment subject to later audit. | | | | | |
| <input type="checkbox"/> PARTIAL | | | | | | | |
| <input type="checkbox"/> FINAL | | | | Amount verified: correct for | | | |
| <input type="checkbox"/> PROGRESS | | TITLE | | (Signature or initials) | | | |
| <input type="checkbox"/> ADVANCE | | | | | | | |
| Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment. | | | | | | | |
| (Date) | | (Authorized Certifying Officer)2 | | (Title) | | | |
| | | | | | | | |
| PAID BY | CHECK NUMBER | ON ACCOUNT OF U.S. TREASURY | | CHECK NUMBER | ON (Name of bank) | | |
| | CASH | DATE | | PAYEE 3 | | | |
| 1 When stated in foreign currency, insert name of currency. | | | | PER M [REDACTED] | | | |
| 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. | | | | TITLE | | | |
| 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be | | | | Billing Manager | | | |
| Previous edition usable | | U.S. GOVERNMENT PRINTING OFFICE 1988-0-491-248/20630 | | | | NSN 7540-00-900-2234 | |
| PRIVACY ACT STATEMENT The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal Money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will render disbursement of the payment obligations. | | | | | | | |

Invoice Number: 2020-066393B

Invoice Date: 07/30/20

Bill To:

City of Houston
P.O. Box 1562
Houston, TX 77251

Remit To:

ICF Incorporated, L.L.C
P.O. Box 775367



Terms: Net 30

Due Date: 08/29/20

Project Number: 180818.0.001.02

Project Name: HoustonDM FP Intake Units

Prime Contract: 4600015127

Customer PO: NA

Bill Number: 19

Invoice Total: \$ 33,288.00

Currency: USD

Description:
HoustonDM Intake Services - Applications (July 2020 Invoice for June 2020 Services)

| Amount Billable | |
|-----------------|-----------|
| \$ | 33,288.00 |

Invoice Total

| | |
|----|-----------|
| \$ | 33,288.00 |
|----|-----------|

ApplicationIntakeServiceFeeUnits-

| ApplicationID | Applicant | Current Stage |
|---------------|--------------|----------------------|
| HoAP-12 | Confidential | 2. Eligibility |
| HoAP-12 | | 2. Eligibility |
| HoAP-14 | | 2. Eligibility |
| HoAP-15 | | 4. Feasibility |
| HoAP-25 | | 2. Eligibility |
| HoAP-26 | | 2. Eligibility |
| HoAP-26 | | 2. Eligibility |
| HoAP-27 | | 2. Eligibility |
| HoAP-27 | | 2. Eligibility |
| HoAP-27 | | 2. Eligibility |
| HoAP-27 | | 2. Eligibility |
| HoAP-27 | | 3. Damage Assessment |
| HoAP-28 | | 3. Damage Assessment |
| HoAP-33 | | 4. Feasibility |
| HoAP-33 | | 2. Eligibility |
| HoAP-33 | | 2. Eligibility |
| HoAP-42 | | 4. Feasibility |
| HoAP-44 | | 2. Eligibility |
| HoAP-46 | | 3. Damage Assessment |
| HoAP-48 | | 2. Eligibility |
| HoAP-67 | | 2. Eligibility |
| HoAP-76 | | 2. Eligibility |
| HoAP-83 | | 2. Eligibility |
| HoAP-85 | | 2. Eligibility |
| HoAP-91 | | 3. Damage Assessment |
| HoAP-92 | | 2. Eligibility |
| HoAP-96 | | 2. Eligibility |
| HoAP-97 | | 3. Damage Assessment |
| | | 28 |

Application Intake Service Fee Units - Eligibility Corrections

| Application ID | Applicant | Current Stage |
|----------------|--------------|--------------------|
| HoAP- | Confidential | Awards and Closing |
| HoAP- | | Awards and Closing |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | Eligibility |
| HoAP- | | 12 |